

RESOLUTION OF THE BOARD OF EDUCATION
OF
DOUGLAS COUNTY SCHOOL DISTRICT RE-1

Whereas Apex and the School District entered into a charter contract dated December 13, 2016. (the "Apex Charter Contract");

Whereas On March 10, 2017 the parties entered into a First Amendment to Charter School Contract ("First Amendment");

Whereas the School Board passed a resolution on November 15, 2016, that contained the following benchmark for Apex:

By February 3, 2017, the Applicant shall provide evidence to the district of a minimum of 155 written expressions of intent to enroll encompassing grades K-6, including information as to those students' current schools of attendance, and by November 3, 2017 a minimum of 435 written expressions of intent to enroll.

Whereas Apex failed to meet the February 3, 2017 deadline to provide 155 written expressions of intent, or to provide information as to those students' current schools of attendance;

Whereas since February 3, 2017, Apex has presented to School District staff names of more than 155 potential students;

Whereas the parties desire to further amend the Apex Charter Contract as set forth herein to adjust certain provisions concerning special education;

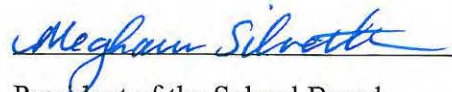
Now therefore, be it resolved that the School District offers to Apex the following contract amendments, to be contained in a document entitled "Second Amendment to Charter School Contract";

A. Section 6.6 of the Apex Charter Contract is deleted in its entirety and replaced with the "Section 6.6" set forth in Exhibit A attached hereto.

B. Section 7.10 of the Apex Charter Contract is deleted in its entirety and replaced with the "Section 7.10" set forth in Exhibit A attached hereto.

Now therefore, be it further resolved that the School District withdraws the February 3, 2017 deadline contained in its earlier resolution, but confirms that Apex must provide, by November 3, 2017, a minimum of 435 written expressions of intent to enroll, along with the current schools of attendance for those students.

ADOPTED AND APPROVED this September 19, 2017

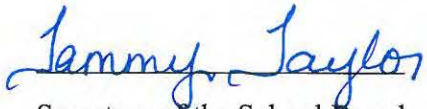


President of the School Board

Ms. Meghann Silverthorn

Douglas County School District RE-1

ATTEST:



Secretary of the School Board

Ms. Tammy Taylor

Douglas County School Board

**EXHIBIT A TO
SECOND AMENDMENT TO CHARTER SCHOOL CONTRACT**

SECTION 6.6

6.6. Admission process and procedures for enrollment of students with disabilities or a Section 504 plan.

To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- a. Following the application deadline and upon completing the lottery if appropriate, the School shall require that the student/District provide the most recent IEP or Section 504 Plan, if any.
- b. If the applicant has an IEP or Section 504 Plan, the IEP or Section 504 Plan shall be provided to the School's multi-disciplinary IEP team immediately upon receipt of the IEP or 504 Plan.
- c. When an applicant has an IEP or Section 504 Plan, the School's multidisciplinary IEP team shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school. If the student's IEP provides that the student's LRE (least restrictive environment) is a regular education classroom with accommodations and/or supplementary services (such as a resource room or itinerant instruction), or in a placement/LRE that is provided and available in the School, the School shall make an offer of FAPE and the student shall be admitted. After the student is admitted the IEP team may convene an IEP meeting if necessary.
- d. When a student with disabilities whose IEP identifies the student's LRE as a center-based program or separate school applies for admission to the School, the student's attendance at the School is contingent upon the determination by the multi-disciplinary IEP Team that the student can receive a free appropriate public education at the charter school, consistent with the student's IEP and LRE. If the determination is that FAPE cannot be provided because the IEP cannot be implemented in the appropriate LRE, the student's attendance at the School shall be denied, and the District must place the student in another public school where the student can receive FAPE in the LRE. Additionally, an application for attendance at a charter school may be denied for a student seeking placement in a charter school in the same manner and for the same reasons as such application may be denied for a student without disabilities.
- e. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students

with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

SECTION 7.10

7.10. Education of students with disabilities.

- a. The cost for any special education services provided by the School District is described in the Purchased Service Agreement as it may be amended from time to time. The School District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities as set forth in the student's IEP or 504 plan, it shall be the responsibility of the School District.
- b. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the School District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the School District's position, if reasonable, shall control. Nothing in this section shall prevent either party from electing to expend its own funds to settle a disputed special education matter. Should the District expend funds to settle a special education matter, it may also reasonably allocate such expenditure between itself and the School. If the School disputes the District's allocation, it may pursue dispute resolution pursuant to Paragraph 3.5 of this contract.
- c. The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.
- d. The School's special education teachers may participate in monthly staff and professional development meetings sponsored by the District. Newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and may be supported by a mentor selected by the District throughout the first year of employment.
- e. The School District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with

applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.

Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.