



STEM School Highlands Ranch

Board Meeting - Special Meeting

Published on May 20, 2025 at 12:33 PM MDT

Amended on May 20, 2025 at 8:10 PM MDT

Date and Time

Wednesday May 21, 2025 at 5:30 PM MDT

Location

Zoom Webinar

Public Session Access:

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/96554859813?pwd=RTBrlaAZogFljLGvAzY0M0ckGKESUa.1>

Passcode:356677

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Record Attendance			2 m
B. Call the Meeting to Order			
II. Finance Committee Update			5:32 PM
A. Board approval of 2024/25 funding adjustment	Vote	Darrell Lomelino	15 m
Discussion and request for Board approval for the following motion:			

	Purpose	Presenter	Time
Accept DCSD proposal to pay October 2024 student count difference at a rate of \$210K for 21 students, instead of waiting 2 to 3 years for CDE audit to potentially provide full funding.			
III. CIO Support & Evaluation			5:47 PM
A. CIO End of Year Evaluation	Discuss	Erin Quigley	30 m
Presentation on CIO End of Year Evaluation Summary			
B. CIO Employment Agreement for 25/26 School Year	Vote	Erin Quigley	30 m
Presentation and discussion of CIO Renewal Employment Agreement, for Board approval			
IV. Closing Items			6:47 PM
A. Adjourn Meeting	Vote	Carla Gustafson	
Adjournment			

Never Stop Innovating! We envision a world of exponential possibilities where every child develops the innate knowledge, skills, creativity and character to thrive, lead and succeed in an ever-changing future.

Coversheet

CIO End of Year Evaluation

Section:	III. CIO Support & Evaluation
Item:	A. CIO End of Year Evaluation
Purpose:	Discuss
Submitted by:	
Related Material:	DRAFT_EOY CIO Report Summary May 2025.pdf

Draft Summary Report

As the 2024–25 school year comes to a close, the Koson Board of Directors would like to publicly recognize the significant leadership efforts and progress made by our Chief Innovation Officer (CIO), Matt. This year's leadership review process included Matt's self-reflection, staff feedback from the Shared Services team, and insights from the board.

The following summary reflects areas of strength and shared focus as we look to the year ahead.

Strengths and Accomplishments

Strategic Leadership

This year marked the successful development and rollout of Koson's strategic plan, new branding, and early steps in charter replication. These efforts reflect a bold, forward-thinking approach that positions the organization for long-term success.

Team Culture and Leadership Development

The board commends the strength of the Shared Services team. Staff consistently express high levels of trust, morale, and alignment with the mission. This culture of professionalism and collaboration provides a strong foundation for continued growth.

Mission and Identity Alignment

Stakeholders across the organization recognize a clear and unified identity that consistently informs decision-making, operations, and communications.

Shared Areas of Focus for the Year Ahead

Strategic Pacing and Prioritization

As Koson continues to grow, we recognize the importance of sequencing initiatives thoughtfully. We support continued development of systems that help pace the work, reduce redundancy, and provide opportunities for reflection and feedback along the way.

Leadership Development and Delegation

As Koson's leadership team expands, clear ownership and predictable communication structures will be key. We support continued efforts to empower team members with the clarity and support they need to lead effectively.

Financial Communication and Clarity

While progress has been made in budgeting systems, we see an opportunity to further strengthen how financial decisions are communicated. Ensuring alignment between leadership priorities and staff understanding will help reinforce trust and transparency.

Fundraising Strategy and Execution

We look forward to seeing continued progress on development efforts, including the launch

of a signature fundraising event and deeper engagement with community and industry partners that reflect Koson's STEM focus.

Board Commitments

As a board, we recognize that shared leadership requires clear communication and coordinated action. In that spirit, we commit to:

- **Clarifying the Board's Role in Fundraising**
We will use our upcoming retreat to refine how the board supports development efforts and coordinates with staff-led fundraising activities.
- **Supporting Strategic Pacing and Focus**
We will collaborate with leadership to maintain clarity around three core goals, protect space for deep strategic work, and support opportunities for reflection and thoughtful adjustment.
- **Improving Committee Coordination and Role Definition**
We are committed to creating greater clarity around board committee functions, especially around what requires board approval versus regular updates. In the coming year, we will also continue clarifying the distinct priorities of committees such as Growth, Fundraising, Academic Excellence, and the School Accountability Committee (SAC).
- **Maintaining Transparency and Alignment**
We will continue to communicate openly and constructively, ensuring that board transitions do not disrupt alignment on shared priorities. We are committed to ensuring all board members understand Koson's vision and how it is being brought to life through current initiatives.
- **Exploring Contract Process Improvements**
In response to leadership feedback, we are open to reviewing the timeline and structure of the evaluation and contract process to ensure it best supports strong leadership and organizational stability.

We are grateful for the progress Koson has made this year and for Matt's ongoing leadership in service of our mission. We look forward to another year of shared purpose, intentional focus, and continued growth.

– Koson Board of Directors

Coversheet

CIO Employment Agreement for 25/26 School Year

Section:	III. CIO Support & Evaluation
Item:	B. CIO Employment Agreement for 25/26 School Year
Purpose:	Vote
Submitted by:	
Related Material:	MC_2025-26_Proposed_Contract_20250520.pdf



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement” and/or “Employment Agreement”) is effective as of July 1, 2025, between Matt Cartier who agrees to serve as the Chief Innovation Officer (“CIO” and/or the “Employee”), and KOSON Schools, a Colorado nonprofit corporation, incorporated pursuant to the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-121-101 *et seq.*, and also a charter school network pursuant to the Charter Schools Act, C.R.S. § 22-30.5-101 *et seq.* (“KOSON” or the “Network”).

RECITALS

KOSON desires to continue to employ Employee pursuant to this Employment Agreement to serve as CIO of the Network.

Employee desires to continue to be employed by KOSON as its CIO pursuant to this Employment Agreement.

TERMS AND CONDITIONS

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Employment At-Will.** KOSON employs Employee as its Chief Innovation Officer, and Employee accepts such employment, upon the terms and conditions hereinafter set forth. Notwithstanding any provision in this Employment Agreement to the contrary, Employee is employed at-will, meaning that both Employee and KOSON can end the employment relationship at any time for any reason. Any statements, representations, procedures, or policies that may be promulgated by KOSON to the contrary shall not be construed to alter the “at-will” nature of the employment relationship or this Agreement, unless expressed in a signed, written agreement by an authorized individual. Because the employment relationship is at-will, the Employee shall have no expectation of continued employment.
2. **Duties.** Employee will serve as KOSON’s Chief Innovation Officer, undertaking the duties set forth in the CIO job description, duties prescribed by the KOSON Board of Directors, and all other duties incident to the chief executive of a charter school network such as KOSON (collectively referred to herein as the “Duties”). Employee will perform the Duties in accordance with (i) the applicable standards and ethics for the educational



profession and specifically for the Network; (ii) the applicable federal, state, and municipal law, and any rule, regulation, policy, or requirement of the KOSON Board of Directors and/or any administrative agency, certification organization or accreditation organization with jurisdiction as to, or pertaining to, the Network, including the Network's authorizer, the Douglas County School District, and the Colorado Department of Education; and (iii) the written policies, rules, procedures, handbooks and hiring/firing standards established or adopted by the Network, including without limitations required and satisfactory completion of fingerprint and criminal background checks.

3. **Employment Term.** KOSON shall employ the CIO on a full-time basis beginning July 1, 2025 and ending June 30, 2026. Except as otherwise provided herein, this Agreement shall be binding upon the parties for the period from July 1, 2025 through June 30, 2026, subject to the provisions of paragraph 8, below. Unless earlier terminated by either party, this Agreement terminates automatically as of June 30, 2026. Prior to that date, the parties shall negotiate whether to renew this Agreement, and, if so, on what terms. As described herein, certain terms may survive the termination of this Agreement, such as those in paragraphs 9, 10 and 11. If this Employment Agreement is terminated early, Employee shall be paid a final paycheck for any amounts earned prior to the effective date of termination.
4. **Compensation.** For services rendered by Employee pursuant to this Agreement, KOSON shall pay Employee a base salary equivalent to \$225,570 per year during the Employment Term, less all applicable deductions required by law or permitted by this Agreement. Payments required by this Agreement will be made semi-monthly on KOSON's regular pay cycle, starting on July 1, 2025 and ending June 30, 2026.
5. **Benefits.** In addition to the compensation set forth in paragraph 4, KOSON shall provide the CIO with \$525.00 per month towards the Employee's health insurance coverage offered by the School. KOSON shall also contribute 100% of the monthly premium for the Employee's vision and dental insurance and 100% of the monthly premium for the Employee's Life/AD&D insurance, short-term disability, and long-term disability. Employee is responsible for any and all dependent health, vision, or dental insurance coverage as well as any Life/AD&D insurance coverage for his dependents. Employee must participate in PERA; therefore, KOSON shall withhold the required amounts for PERA, currently that consists of a Colorado tax at 11% for Employee. These benefits may be increased (or decreased) by a change in the law or in future agreements for future years.



6. **Paid Time Off.** Given the Employee has completed at least one year of employment, for all subsequent contract years, if any, Employee shall accrue up to twenty days of PTO on the first day of the new term. Employee shall roll over all unused days from one term to the next. However, the maximum number of days of PTO the Employee can ever have is twenty-five, and he may only use up to twenty-five days in any one school year. Accrued but unused PTO will be paid out upon separation of employment. Employee shall also receive the following paid holidays from KOSON: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, July 4 & 5th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. In the event one of the aforementioned holidays falls on a weekend, KOSON's human resources department will notify Employee of the alternate workday on which the holiday will be celebrated for pay and leave purposes.
7. **Sick Leave.** Employee shall be entitled to a total of six (6) days of paid sick leave during an academic school year. Sick leave may not be accumulated from one year to the next. Upon separation, KOSON will not pay Employee for accrued but unused sick leave. Sick leave may be used for a qualifying reason in accordance with KOSON policies and the Colorado Healthy Families and Workplaces Act.
8. **Termination.** KOSON or Employee may terminate this Agreement and Employee's employment at-will, meaning either party may terminate it at any time and for any reason or no reason.
 - 8.1. **Request for Three Months' Notice.** Given the disruption to the Network if Employee leaves, KOSON requests that the CIO give not less than three (3) months of advance written notice to the KOSON Board prior to his departure. Similarly, Employee requests that the KOSON Board give him no less than three (3) months of advance written notice if they are not going to renew his contract for another term. The parties agree that these are requests only, and they do not alter at-will status.
 - 8.2. **Return of Property.** Employee agrees that upon the termination of the employment relationship, Employee will return to KOSON all property of KOSON in Employee's possession and/or control, including, but not limited to, keys, technology, identification cards, financial information, educational materials, email accounts, written information and plans, correspondence, designs, budgets, projections, documents, lists, computer disks or storage drives (and any other computer generated files and data) and copies thereof, equipment, books, records, reports, notes, contracts, or other School property. Any digital or electronic copies returned must also be destroyed, erased or otherwise made irretrievable by Employee. Employee is also responsible for replacing, at cost, any



technology, equipment, access cards, keys or other assets of KOSON that are not returned upon termination or at the end of the fiscal year. Employee agrees that KOSON may withhold the commensurate value for any unreturned or damaged KOSON property from the Employee's final paycheck, to the extent allowable by the FLSA or other applicable laws.

9. Ownership of Work Product. KOSON shall own all right, title, and interest in and to all results and the work product of Employee's services to the Network (the "Work Product") (all of which shall be deemed proprietary), free of any reserved rights by Employee, whether or not specifically enumerated in this Agreement. Employee hereby assigns all rights, title and interest in and to such Work Product, including any copyrights in such Work Product, to the Network. Employee will, at any time during employment or after termination, on request of KOSON, execute specific assignments in favor of KOSON or its nominee of any Work Product and copyrights in such Work Product, as well as execute all papers and perform all lawful acts the Network considers necessary, helpful, or advisable for the preparation, prosecution, issuance, procurement, maintenance, protection from infringement, and enforcement of intellectual property rights in such Work Product and for the transfer of any interest Employee may have in the intellectual property rights in such Work Product to the Network or its nominee. Such assistance both during employment and after termination shall be provided without further remuneration to Employee. At the written request of Employee, KOSON may grant Employee a limited, non-exclusive, non-transferable, and non-commercial license to use the Work Product developed by Employee, solely for the purpose of educational instruction and enrichment in future employment settings. Any such license, if granted, will not authorize reproduction for commercial purposes or distribution beyond educational use, and KOSON retains all intellectual property rights in the Work Product.



10. Other Provisions. The following provisions shall apply:

10.1. Annual Evaluation

- a) **Written Annual Evaluation.** Each year the Board of Directors shall evaluate and assess, in writing, the performance of the CIO during the term of this Agreement. This evaluation and assessment shall be related to the duties of the CIO as outlined in the Job Description, any further position description for the CIO as adopted by the Board of Directors, and the goals and objectives for the CIO as developed annually by the CIO and the Board of Directors.
- b) **Evaluation Format.** The Chair of the Board (or assigned Board Committee) shall meet and discuss the evaluation format with the CIO in an attempt to reach an agreement and adopt a mutually-agreeable evaluation format. In any event, the Board of Directors shall adopt an evaluation format for use pursuant to this section.
- c) **Meeting Regarding Written Evaluation.** At least once per year, in a month mutually agreed upon by the parties, the KOSON Board of Directors, or representatives thereof, and the CIO shall meet for the purpose of mutual evaluation of the CIO. In the event that the Board of Directors determines that the performance of the CIO is unsatisfactory in any aspect, it shall describe, in writing in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board of Directors deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the CIO. The CIO shall have the right to make a written reaction or response to the evaluation.
- d) **Personnel File.** Both the Board of Director's evaluation and the CIO's written response, if any, shall become a part of the CIO's personnel file. In any event, within thirty (30) days of the delivery of the written evaluation to the CIO, representatives of the Board of Directors shall meet with the CIO to discuss the evaluation.
- e) **Notice of Complaints.** The Board of Directors agrees to provide the CIO with full and prompt information concerning any and all complaints the Board of Directors receives that are made about the CIO or about Network operations. This provision shall not inhibit the Board's ability to follow the Network's grievance policy with respect to any grievances about the CIO.

10.2. Professional Meetings. The CIO shall be encouraged to attend appropriate professional meetings and conferences. The expenses of said attendance shall be incurred by the Network, subject to the Board's annual budget appropriation for such expenses.



10.3. Professional Development. KOSON shall reimburse the costs for Employee to continue his professional development by participating in the following types of activities that are designed to improve Employee's ability to perform professional responsibilities for KOSON: programs and other activities conducted or sponsored by local, state, and national school administrators and school board associations, especially those that focus on charter schools; seminars and courses offered by public or private educational institutions; and informational meetings with other persons of particular skills or backgrounds. All such activities may be coordinated with the Board. The expenses incurred under this subparagraph 10.3 are subject to the Board's annual budget appropriation for such expenses, and specific budget items must be contained therein.

10.4. Limits on Outside Activities. The CIO shall devote full time and due diligence to the affairs and activities of the Network. The parties agree that it is almost certain that the duties of the Network will occupy all, or almost all, of the CIO's working hours. However, the parties further agree that, so long as other activities do not impede the CIO's ability to perform his duties to the Network and does not create a conflict of interest or the appearance of a conflict of interest, he may serve as a consultant to other schools or educational agencies, lecture or engage in writing and speaking activities, and engage in other professional activities. The CIO shall review these activities periodically with the Chair of the Board of Directors (or assigned Board Committee).

10.5. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the CIO arising out of or in connection with the CIO's employment, and the CIO was acting within the scope of employment or official duties, the Network shall defend and indemnify the CIO for any costs not provided by liability insurance. However, such indemnification and provision for defense counsel shall not apply to acts or alleged acts of willful and/or wanton neglect of duty; of intentional acts or alleged intentional acts to injure or harm persons or property including, but not limited to, criminal charges; or to claims or alleged claims, including civil actions, arising out of or connected with activities beyond and/or outside the scope of the CIO's employment duties. To the extent this provision conflicts with Colorado law, KOSON's bylaws, or other policy on indemnification, the law, bylaws, or other policy shall control.

10.6. Expenses. The Network will pay or reimburse the CIO, upon submission of the appropriate receipts, for all approved, necessary and reasonable expenses, including those expense allowances as provided in this Agreement. It is intended that this will include both in-house and external entertainment of KOSON parents, directors, alumni, faculty, staff, etc. The Network will ask that its public accountant review the



appropriateness and reasonableness of those expenses from time to time and at minimum annually during the course of its annual audit. The CIO shall provide the necessary records to the Network's public accountant to ensure this provision is complied with.

11. General Provisions.

- a) **Waiver.** The waiver of any provision of this Agreement will not be effective unless in writing and executed by the party against whom enforcement of the waiver is sought.
- b) **Entire Agreement.** This Agreement constitutes the entire integrated agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may not be amended except by written instrument executed by the parties hereto.
- c) **Attorneys' Fees.** If any dispute arises out of the subject matter of this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party its costs and expenses (including reasonable attorneys' fees) incurred in litigating or otherwise resolving such dispute.
- d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.
- e) **Severability.** If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be severable and not affected thereby.
- f) **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- g) **Assignment.** The rights and obligations of KOSON and Employee hereunder shall inure to the benefit of and shall be binding on their respective successors and assigns. Employee may not assign his rights or obligations hereunder without the prior written consent of KOSON, which may be withheld in its sole and absolute discretion. KOSON may assign its rights under this Agreement upon written notice to Employee.



12. Claims. Employee shall be barred from bringing any claims arising from this Agreement, the inducement therefore, or the termination thereof, unless Employee provides to KOSON written notice of Employee's claim within six (6) months after the claim arises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below:

MATT CARTIER

Date

By: CARLA GUSTAFSON
Chair of the Board of Directors for KOSON Schools

Date