DCSD-STEM Contract and Attachments

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Section 1: Introduction

This Contract, entered the 1st day of February, 2011 between Douglas County RE 1 School District (the “District” or the “Authorizer”) and the Science, Technology Engineering and Math (STEM) School, a public school organized as a Colorado nonprofit corporation (the “School” or “STEM School”) (collectively, the “Parties”).

Recitals

1.1 Reference Charter Schools Act.
WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, §22-30.5-101, C.R.S., and following, for certain purposes as enumerated in §22-30.5-102(2) and (3), C.R.S.;

1.2 Reference submission date for application.

WHEREAS, on September 8, 2009, the District Board of Education (“District Board”) of the Douglas County School District Re. 1 (“District”) received a charter school application from the founding board of STEM School, a Colorado nonprofit corporation (“Applicant”), for the establishment of STEM (“STEM”) as a District charter school; and

WHEREAS, the School District reviewed the charter application in accordance with C.R.S. §§ 22-30.5-107(1) and (1.5) and requested and exchanged additional information and documents with STEM School in accordance with C.R.S. §§ 22-10.5-107(2); and

1.3 Reference approval date for application and District Board approval resolution.

WHEREAS, having considered the Application, the requirements of the Charter Schools Act, and the information provided in the public meetings held, the District Board of Education conditionally approved the application on December 1, 2009 and made a further conditionally granted the application on February 22, 2010, (Attachment 1); and

WHEREAS, STEM School seeks certain waivers from School District policies/regulations and state law; and

WHEREAS, the School District has the authority to waive District Board-approved policies and/or regulations only to the extent permitted by law; and

WHEREAS, the authority of the Colorado State Board of Education (“State Board”) to provide waivers from requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes:

NOW THEREFORE in consideration of the foregoing Recitals and their mutual understandings, releases, covenant and payments herein described, the Parties agree as follows:

Section Two: Establishment of School

2.1 Term. This Term of this contract begins 7/1/2011 and shall continue through 6/30/2014. Although this Contract is for operation of the Charter School for a period of 3 years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.
2.2 Charter school legal status. The School is incorporated as a Colorado non-profit corporation. Unless the Parties agree otherwise in writing, the School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The School shall notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance Section 5.5 of this Contract. Further, the School is a public entity within the meaning of §24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of §24-6-402(1)(a), C.R.S. and therefore subject to the Sunshine Act.

2.3 Pre-opening. The School shall meet all of the Pre-Opening Conditions described in Attachment 2 by the identified dates. Failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for District intervention or revocation of the Charter pursuant to Section 3.6 or Section 12.3 of the Contract. The District may waive or modify the restrictions contained therein or may grant the School an additional planning year upon good cause shown.

Section Three: District-School Relationship

3.1 District Rights and Responsibilities

a. Right to review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, District Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, District Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act. Records include, but are not limited to, the following:

i. School records including but not limited to student cumulative files, policies, special education and related services;

ii. Financial records;

iii. Educational program, including test administration procedures and student protocols;

iv. Personnel records, including evidence criminal background checks have been conducted;

v. School’s operations, including health, safety and occupancy requirements; and

vi. Inspection of the facility.
Further, the District may make announced or unannounced visits to the school to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

b. **Complaints.** The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within ten (10) days of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant’s request for anonymity.

c. **School health or safety issues.** The District shall immediately notify the school of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

d. **Feedback about progress.** Within sixty (60) days of receipt of the School’s annual report completed pursuant to Section 3.2d..i of the Contract, the District shall, at a minimum, provide information to the school about its status in relationship to the goals, objectives and accreditation requirements contained in Sections 7.3 and 7.4.

e. **Access to student records.** Upon request, the District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

### 3.2 School responsibilities and rights.

a. **Records.** The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District’s student information system. In addition, the School shall ensure that records for students enrolling in other schools are transferred in a timely manner. Financial records shall be posted and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

b. **Notification Provided to the District.** The School shall timely notify the District (and other appropriate authorities) in the following situations:

- i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.
- ii. Any complaints filed against the School by any governmental agency.

The School shall immediately notify the District of any of the following:
i. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;

ii. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;

iii. The arrest of any members of the Charter Board or Charter School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;

iv. Misappropriation of funds;

v. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or

vi. Any change in its corporate status with the Colorado Secretary of State’s Office or status as a §501(c)(3) organization, if applicable.

c. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5 below. A list of some but not all, of the federal and state laws with which the School must comply are listed in Attachment 3.

d. Reports. The Charter School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the District may take actions outlined in Section 3.6 of this Contract.

i. Accreditation report – 10/1[7]. The School shall conduct an annual review of the administrative operations of the School and shall report to the District, in writing, its findings no later than the first day of October following each school year the School is in operation. The report shall include at least the following information: a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results, including evidence the School met, exceeded, or made reasonable progress toward meeting its objectives; (4) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with the Elementary and Secondary Education Act (No Child Left Behind); (5) a description of the School’s educational program and services; (6) a description of the District services provided to the School and their effectiveness and efficiency; and (7) Colorado Department of Education annual report requirements not otherwise listed above.

ii. Required financial reports (including budget)
a. Proposed Budget – 4/15
b. Projected enrollment – 12/6
c. Charter Board approved budget – 6/10
d. Quarterly financial reports – within 45 days of the close of the quarter
e. Annual audit – 9/15

iii. School calendar – 3/18
iv. Health and safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. – monthly
v. Governance information
   a. Charter Board membership (i.e., names/contact info, terms and signed Board Member Certification Forms) – 8/13
   b. Signed Board member conflict of interest disclosures – within 10 days after any changes
c. Current bylaws – within 10 days after any changes
d. Current articles of incorporation – within 10 days after any changes
vi. Insurance certification – 8/1

3.3 Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitator before withholding funds otherwise due to the indemmitator.

3.4 Procedures for Articles of Incorporation and Bylaws amendments. The School shall follow any requirements of the Colorado Revised Nonprofit Corporations Act in amending its articles of incorporation and bylaws and shall provide the District with 60 days to comment on any such changes. In the event of an emergency, the School may adopt such an amendment effective immediately, subject to the School’s later action on any comments submitted by the District. The bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements in Attachment 4.

3.5 District-school dispute resolution procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute Resolution process set forth in this Section, unless specifically otherwise provided.
a. The School and the District agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.

b. Either party shall notify the other party that a dispute exists between them within 30 (thirty) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and Section of the Agreement that is in dispute and the grounds for the position that such article and Section is in dispute. The matter shall be immediately submitted to the President of the Board of the School and the President of the Board of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

c. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within 30 days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the Boards of the School and the District for their consideration. The submission to the Boards shall be made in writing to the other party and to the Board Presidents for delivery to the Boards, no later than 40 days after the initial date of notification by one party to the other of the existence of the dispute. The Presidents of both Boards are required to place the item on the agenda at the earliest meetings for discussion by the respective Boards. The Board Presidents are required to inform each other in writing, the resolution proposed by their respective Board’s within ten (10) days after the board meeting at which the item is discussed. The Presidents of the Boards may elect to meet to identify possible solutions.

d. In the event that the matter is not resolved by the Boards, then the matter shall be submitted to mediation by notice in writing to the other party within thirty (30) days following the Board meetings. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed.

e. Any and all disputes which cannot be resolved informally shall be settled by mediation to the extent not inconsistent with the requirements of state law. The Parties expressly agree that the mediator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings.

f. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, mediators not jointly appointed, shall be paid by the party incurring such costs.

g. The mediators shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such effect.

h. Either party may appeal to the State Board within 30 days of the written release of the mediation opinion.

3.6 Other remedies. If the School is subject to nonrenewal or revocation under §22-30.5-110 (3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may,
but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.6b. below, the District shall send a notice of breach and provide the School with an opportunity to cure. The notice shall state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, the timeframe for remedying the deficiency, and the expected results.

a. Withholding up to 10 percent of the funds due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2d. by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in §22-30.5 (112) (g).

b. Taking immediate control of the School or some portion thereof. Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious and imminent threat to the School or District students, the community, or the property rights of the District or the School, the District may, but shall not be required to, take immediate control of the School and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the District shall continue during the pendency of any dispute Resolution process with respect to any alleged breach.

Within 10 days of taking such action, the District Board shall hold a hearing and take formal action regarding the District’s continued control of the school. At the hearing, the School shall have the opportunity to present evidence regarding the District’s action and an opportunity for public comment shall be provided. The District Board’s decision may be appealed to the State Board as a unilateral imposition of conditions by the Board of the School.

c. Submission of a plan to the District to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The plan may be revised at the discretion of the School and then submitted to the Charter Board for approval. The approved plan shall include a statement that directs the School’s staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

3.7 District violations of charter school law or this contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution
procedures in accordance with Section 3.5, file an appeal with the State Board, or seek other remedies provided by law.

Section Four: School Governance

4.1 Governance. The School’s articles of incorporation and bylaws shall not conflict with the School’s obligation to operate in a manner consistent with this Contract. The Charter Board’s policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws are attached to this Contract as Attachment 5. The governing board of the School shall operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School’s governing body shall be made in accordance with the procedures described in Section 3.4 of the Contract.

4.2 Corporate purpose. The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, §22-30.5-101, et seq., C.R.S.

4.3 Transparency. The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 Complaints. The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District’s Board of Education.

4.5 Contracting for core educational services. Unless otherwise agreed in writing by the District, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses.

Section Five: Operation of School and Waivers

5.1 Operational powers. The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for school purposes (a copy of which shall be provided to the District at least 30 days prior to execution for review); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract.
5.2 **Transportation.** Any transportation of students to the School (other than special education students who require transportation as a related service) shall be the sole responsibility of the School.

5.3 **Food services.** If requested to do so by the School, the District shall provide at District expense, free and reduced price meals to needy students in a manner determined by the District and in accordance with District Board policy and applicable federal and state law.

5.4 **Insurance.** The School shall purchase insurance protecting the School and its Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers’ compensation insurance coverage. Minimum coverages for the current school year are listed below:

- Comprehensive general liability - $3,000,000
- Officers, directors and employees errors and omissions - $1,000,000
- Property insurance - As required by landlord
- Crime Coverage: $50,000
- Motor vehicle liability (if appropriate) - $1,000,000
- Bonding (if appropriate)
  - Minimum amounts: $25,000
  - Maximum amounts: $100,000
- Workers' compensation - (as required by state law and should purchase employers liability up to $500,000)
- Fiduciary Liability: $1,000,000
- Accidental Death and Dismemberment for Volunteers: $10,000

The District shall provide timely notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than “A-VII”. Non-rated insurers must be approved by the District. The Colorado School Districts Self Insurance Pool is preapproved. The School shall provide certificates of insurance to the District's Risk Manager by 8/1 annually. All of the School’s insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 45 days prior written notice by certified mail, return receipt requested, has been given to the District's Risk Manager. The School shall notify the District’s Risk Manager within 10 days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

5.5 **Waivers**

a. State Laws and Regulations

i. Automatic waivers. The District agrees to seek waivers from the State Board of Education of state statutes and regulations that are automatically approved, upon request pursuant to 1 Colo. Code of Regulations 301-35. The School agrees to provide acceptable replacement policies for these automatic waivers. The
waivers from state law or regulation, to be requested jointly, are set forth in Attachment 6.

ii. Unnecessary waiver requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs. A list of some of the laws and regulations that are delegated or do not apply are listed in Attachment 7.

iii. Procedures for additional waiver requests. The District Board of Education agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 7. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

iv. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have 30 calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have 30 calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

b. District Policies

i. Automatic waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school or the District, through the Contract, has delegated this authority to the School.

ii. Additional waivers. The School shall be granted certain waivers from District policies set forth in Attachment 8 upon approval by the District Board of acceptable replacements.

iii. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have 30 calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have 30 calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District
policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

iv. Revocation of waivers. For reasonable cause and after providing notice to the School, the District Board may revoke waivers previously granted.

Section Six: School Enrollment and Demographics

6.1 School grade levels. The School may serve students in grade 6 through grade 12, except that the School shall only serve students in grades 6-9 in the first year of this Contract, and may add one grade per year for years 2 through 3 of this initial Contract. The anticipated number of students in each grade level is as listed in Attachment 9.

6.2 Student demographics. As required by the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3), the School shall make enrollment decisions in a nondiscriminatory manner and shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3 Maximum and minimum enrollment. The School and the District agree that during the term of this Contract, the School’s total funded enrollment shall be as follows: (a) year one, no more than 476 full-time equivalent students ("Student FTEs"); (b) year two, no more than 653 student FTEs; and (c) year three and thereafter, no more than 1091 student FTEs. This limitation on the number of enrolled students is acknowledged by the School and the District as necessary to facilitate the academic success of the students enrolled in the School, to facilitate the School’s ability to achieve its mission and objectives, and to ensure that the School’s enrollment does not exceed the capacity of the School’s facility and site. The minimum enrollment is 358 student FTEs, which is determined to be the lowest enrollment necessary for financial viability. For purposes of meeting School’s Pre-Opening Conditions as set forth in Section 2.3, the District may, in its discretion, waive or modify the foregoing minimum enrollment requirement.

6.4 Eligibility for enrollment. The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the school’s age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3) (F) in another District school.

6.5 Enrollment preferences, selection method, timeline, and procedures. Enrollment preferences, selection method, timeline, and procedures are described in Attachment 10.

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 mild/moderate teacher immediately upon receipt of the IEP.

c. When an applicant has an IEP or Section 504 Plan, prior to the decision to admit or deny admission, a screening team consisting of the School Principal or designee, the School mild/moderate teacher, and a District representative shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services and space available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team cannot reach consensus, the District representative shall convene a complete IEP team to make the final determination.

d. When a student with disabilities who has been placed in a center-based program by an IEP Team or who has intensive service needs as identified by an IEP Team applies for admission into a charter school or a program that does not have the staff or services available to meet the needs as identified on the IEP, the principal of the choice school shall convene an IEP Team meeting. The student's application for admission is contingent upon the determination by the IEP Team that the student can receive a free appropriate public education in the least restrictive environment at the charter school in its existing programs and at its current level of staffing. If the determination is that FAPE is not available, the student's application for admission shall be denied and the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the charter school IEP Team meeting. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the charter school. 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.

6.7 Participation in other District programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter School Act. No student shall be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full-time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility
for such funding based on state requirements. Notwithstanding any provision of this Section 6.7 to the contrary, the School shall have the right to participate in the District’s Concurrent Enrollment, ASCENT, and homeschool enrichment programs. Students participating in a homeschool enrichment program shall count as .5 FTE for funding purposes.

6.8 Non-resident admissions. Subject to its enrollment guidelines, the School shall be open to any child who resides within the School District and to any child who resides outside the School District, subject to compliance with applicable Colorado public schools of choice statutes, District Board policy and this Contract. If the School has more applicants than it has space, preference shall be given to those students who reside within the School District, and then to students who are new to the School District. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

6.9 Student movement after October 1. After October 1, any movement of students between the School and any District school, including the school serving the student’s resident address that is not operated pursuant to a charter school Contract is subject to an agreement between the School and the Superintendent or his designee. The School agrees to use the standard District administrative transfer process. Requests for transfer to a District school shall not be unreasonably denied. Most important is that the School and District agree whether or not students will be enrolled after October 1, and, if they are to be enrolled, the procedures to be followed.

6.10 Expulsion and denial of admission. The authority to hold expulsion hearings shall remain with the District Board of Education. However, the Charter Board, or its designee, shall make findings of fact and recommendations to the District superintendent and a decision to expel a student from the District may be appealed to the District Board. Any decision to expel a Charter School student by the District Board shall specify which District schools the student is expelled from attending and which schools, if any, the student may attend as an alternative.

Any general education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the District.

6.11 Continuing enrollment. Students/parents who choose to participate in the School shall remain enrolled in the School through the highest grade served by the school, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District’s within-District transfer procedures.

Section Seven: Educational Program

7.1 Vision. All graduates of the School shall be ready for college, careers and active civic participation.

7.2 Mission. STEM School will provide an integrated educational system of high standards to engage all students in an academically rigorous core curricula, promoting a strong foundation in the sciences, technologies, engineering and math, relevant to real-world contexts, and building
on student character and community assets to prepare students for successful post-secondary endeavors.

7.3 **School goals.** STEM School will measure educational success through the performance of each and every student. Student achievement is the most effective indicator valued by the STEM Board, Staff and the surrounding community. The education and achievement of each student are responsibilities shared by students, teachers, parents and community members. The Pupil Performance Standards are defined in Attachment 11.

7.4 **School Accreditation.** District Accreditation Indicators: Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The Accreditation Process is provided in Attachment 12. The School acknowledges that these indicators and process may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.5 **Educational program characteristics.** America is facing a serious talent gap in the disciplines of Science, Technology, Engineering, and Mathematics (STEM). Educating more students in STEM studies is increasingly seen as an effective way to maintain our global leadership in innovation and research, to sustain our national security and to ensure the vitality of the United States economy. STEM School will be a small charter school that will offer a new and innovative opportunity for students and driven by business and industry in order to meet growing workforce demands. The goal is to become a premier public high school for STEM in Colorado and the Nation. Students who have a rich concentration in the STEM disciplines possess not only valuable skills of problem solving, logical thinking, and innovation but also the ability to enter college-level courses without first needing remediation.

7.6 **GED and online programs.** The School’s educational program as contained in the application and reviewed by the District does not include a GED or on-line program pursuant to §22-30.7-101, et seq. C.R.S., and the School is accordingly prohibited from offering such programs without authorization by the District as provided by law.

7.7 **Curriculum, instructional program, and pupil performance standards.** The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School’s vision and mission.

7.8 **Graduation requirements.** The school’s graduation requirements are listed in Attachment 13.

7.9 **English language learners.** The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District's procedures for identifying, assessing and exiting English language learners.
7.10 Education of students with disabilities.

a. The District shall provide all special education support services to students at the School, except that the School reserves the right to hire its own special education teacher(s) subject to review of licensing, and with the approval of the Executive Director of Student Services. The District shall assign other special education support staff as necessary to meet student needs. The School shall staff its special education personnel applying the same staffing formula used within other District schools. Therefore, special education services at the School shall be commensurate with those provided at other District schools.

b. The cost for special education services provided by the District pursuant to Section 7.10.A above is described in Attachment 14. District services for special education shall include being responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department’s Federal Complaints Officer, or IDEA due process proceedings. The 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, it shall be the responsibility of the District.

c. The School agrees to comply with all District 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 District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District’s position shall control.

d. The District and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The District’s Executive Director of Student Services, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. 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.

e. The School’s special education teachers are required to participate in monthly staff meetings sponsored by the District and newly hired special education teachers shall attend District orientation sessions during the fall semester following their employment and be supported by a mentor selected by the Executive Director of Student Services throughout the first year of employment.

f. The 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.

g. 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.

7.11 Extracurricular Activities. Subject to the provisions of §22-32-116.5 C.R.S. and this Contract, School students who meet the prerequisites for participation may try out for non-academic activities not offered at the School, at the school in the School District that would otherwise be the student’s regular school of attendance based upon his or her residence. The School and student shall comply with all applicable rules of the District and the school of participation, all eligibility requirements of the activity, and all responsibilities and standards of conduct required for the activity, including classroom requirements and the practice requirements of the activity. Where such participation requires the payment of a fee, the School student shall be responsible for payment of the total fee. This fee shall not exceed 150 percent of the fee amount the school of participation would charge an enrolled student to participate in the activity.

Section Eight: Financial Matters

8.1 Revenues.

a. District per pupil revenue funding. In each fiscal year during the term of this Contract, the District shall provide 100% of PPR to the School minus the following:

The actual amount of the School’s per pupil share of the central administrative overhead costs, as provided by law or as agreed to, in writing, by both Parties in any subsequent written agreement, less deductions for purchased services, less other deductions as provided herein and adjusted as provided herein. District per pupil revenues shall have the meaning defined in § 22-30.5-1 12(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, shall be reflected as an adjustment to subsequent payment from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The Parties may modify this paragraph (8.1) in agreed to in accordance with Article 13.2 of this Contract.

b. Mil Levy funds. The District shall pay to the School its proportionate share of the Mil Levy Override Funds for which it is eligible in accordance with the District Board’s Resolution dated March 2, 2010. The Parties acknowledge that the School’s eligibility for Mil Levy Override Funds may be restricted in their use and distribution in the manner approved by the voters. The School agrees to use such funds in accordance with District guidelines. In any dispute over eligibility for funding and appropriate use of
funds, the District's position shall prevail. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

c. Federal categorical aid. Each year the District shall provide services to the School required under applicable federal Elementary and Secondary Education Act funding (e.g. Title I, Title II, Title III, Title IV and Title V) in accordance with §22-30.5-112 C.R.S.. Schools may apply for direct federal funding through the District as required by law. Upon approval of their plans for such funds either by the District or the Colorado Department of Education, funds shall be distributed on a documented monthly expenditure reimbursement basis.

d. State categorical aid. Each year the District shall provide services to the School required under any applicable state categorical funding statutes. Schools may apply for direct state funding through the District as required by law. Upon approval of their plans for such funds either by the District or the Colorado Department of Education, funds shall be distributed on a documented monthly expenditure reimbursement basis.

8.2 Disbursement of Per Pupil Revenue.

a. Disbursement of District per pupil revenue funding. Commencing on July 1 of each fiscal year of the contract term, District per pupil revenue funding as described in Section 8.1a. shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted in accordance with Section 8.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2b. Funds shall be disbursed within five days of being received by the District.

b. Adjustment to funding. The District's disbursement of funds shall be adjusted as follows: December of each year, funding may be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any adjustments to funding after the December payment so that funding is equal to the PPR provided for in this Contract shall be made by direct payment to the School or the District.

8.3 Budget. On or before June 1st of each year, the School shall submit to the District its proposed balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this may result in the District initiating remedies described in Section 3.6.
8.4 Enrollment projections. Beginning with its second year of operation, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by December 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current school year. It is agreed upon by the Parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School’s enrollment or otherwise inhibiting the growth of the School.

8.5 TABOR Reserve. The School’s ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ('TABOR Reserve'). The District shall credit the School’s ending fund balance in each fiscal year the per pupil portion of the District’s TABOR Reserve represented by the School’s funded enrollment based on the prior year’s October membership. The School shall be charged, as an allocated cost, its pro-rata share of any required TABOR Reserve increases.

8.6 Contracting. The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has not authority to enter into a Contract that would bind the District, and the School’s authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each Contract or legal relationship entered into by the School shall include the following provisions:

   a. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.

   b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.7 Annual audit and trial balance. The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in draft form by September 1st, with a final audit by October 12th of each year. The School shall pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If such audit is not received by October 12th of each year, it shall be considered a material breach of Contract and the School shall have 10 business days, or such other time as the Parties may agree, to cure such breach.

8.8 Quarterly reporting. The School shall prepare quarterly financial reports for the District in compliance with 22-45-102(l)(b), C.R.S. Such reports shall be submitted to the District no later than 45 days following the end of each quarter except that all fourth quarter and year-end reports shall be submitted with the annual independent financial audit.
8.9 **Non-commingling.** Assets, funds, liabilities and financial records of the school shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.10 **Encumbrances and borrowing.** During the term of this Contract, the School shall not encumber any of its assets without the written permission of the District.

8.11 **Loans.** No loans may be made by the School to any person or entity for any purpose, except that the District Board may permit, in cases of hardship, advances of not more than one month of employee pay.

**Section Nine: Personnel**

9.1 **Employee status.** All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School’s charter application. The Handbook may be amended or revised at the discretion of the School.

**Section Ten: Service Contracts with the District**

10.1 **Direct costs.** The School and the District agree to negotiate payment to the District of the School’s share of the direct costs incurred by the District for charter schools pursuant to §22-30.5-1 12(2)(a.9)(b.5), C.R.S. Such negotiations shall be concluded by June 15th of the year preceding that to which the costs apply.

10.2 **District services.** Except as is set forth in Attachment 14, which provides for the purchase of special education services and typical purchased services, and any subsequent written agreement between the School and the District, or as may be required by law, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized 3/15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.

**Section Eleven: Facilities**

11.1 **Location.** During the term of this Contract, the School and any company on behalf of the School shall not establish any educational programs at any location other than 8757 South Ridgeline Boulevard, Highlands Ranch, CO 80129. The School may move its location only with the written approval of the District. Any requested change in location shall be consistent with the application and the School’s mission. The School shall be responsible for the construction/renovation and maintenance of any facilities owned or leased by it.

11.2 **Use of District facilities.** The School may not use District facilities for activities and events without prior written consent from the District.
11.3 **Impracticability of use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate the School.

11.4 **Long-range facility needs.** When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

**Section Twelve: Charter Renewal, Revocation and School-Initiated Closure**

12.1 **Renewal timeline and process.** The School shall submit its renewal application by September 1 of the year before the School's Contract expires. The District Board shall act on the renewal application by resolution no later than December 1 of the year before the School's Contract expires following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the District Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

12.2 **Renewal application contents.** In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District’s accreditation indicators. The District may modify this process, but shall not do so prior to seeking input from the School.

12.3 **Criteria for renewal or non-renewal and revocation.** The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, §22-30.5-110 (3), C.R.S., as they exist now or may be amended or material breach of this Contract.

12.4 **Termination and appeal procedures.** The District shall provide the School written notice of the grounds for termination, which may be considered by the District Board after receiving the written recommendation of the superintendent. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.6) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.5 **School-initiated closure.** Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least sixty (60) days before the end of the school year.

12.6 **Dissolution.** In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School’s operations as a District facility until the end of the school year.
The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.8 below and 2) reassignment of students to different schools. School personnel and its charter school governing board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.7 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School shall not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not for-profit organization.

Section Thirteen: General Provisions

13.1 Order of precedence. In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District Board of Education that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the charter contract shall take precedence over the Application.

13.2 Amendments. No amendment to this Contract shall be valid unless ratified in writing by the District Board and the School’s governing board and executed by authorized representatives of the Parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and supersede by this Contract.

13.4 Non-assignment. Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

13.5 Governing law and enforceability. This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision. The Parties agree, upon
the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 **No third-party beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

13.7 **No waiver.** The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

13.8 **Notice.** Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or five days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

**If to School:**

Barry Brannberg, President  
STEM School  
PO Box 631086  
Highlands Ranch, CO 80163

**If to District:**

Pat McGraw, Exec. Dir. Development & Innovation  
Douglas County School District  
312 Cantril Street  
Castle Rock, CO 80104

13.9 **Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein.

13.10 **Interpretation.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District Board of Education policies, procedures, regulations, or other requirements, unless waived, compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
IN WITNESS WHEREOF,

STEM School

By: Barry Brannberg, President
For the STEM School

DOUGLAS COUNTY SCHOOL DISTRICT, RE-1

By: John K. Casm
President
Board of Education

ATTEST: [Signature]

DCSD/STEM School Contract Language
Stem School Attachment 1
District Board Resolution Approving the Charter School Application

Conditionally Granting the Charter Application of

STEM High and Middle School

WHEREAS, on September 8, 2009, the Board of Education ("Board") of the Douglas County School District Re. 1 ("District") received a charter school application from the founding board of STEM High and Middle School, a Colorado nonprofit corporation ("Applicant"), for the establishment of STEM High and Middle School ("STEM") as a district charter school, and;

WHEREAS, the District Accountability Committee and the Board have reviewed the charter school application in accordance with the requirements of C.R.S. §§ 22-30.5-107(1) and (1.5), and;

WHEREAS, the Board granted a Memorandum of Understanding Regarding the Extension of Time for Application Information on November 17, 2009, to extend the time the Board is required to rule by resolution on the charter application beyond the seventy-five (75) days after its receipt on September 8, 2009, as required by the Charter Schools Act, to be no later than December 1, 2009, and;

WHEREAS, the District and the Applicant have requested and exchanged additional information and documents and the Board held public meetings with the Applicant on November 3, 2009, and December 1, 2009, in accordance with the requirements of C.R.S. §§ 22-30.5-107(2), and;

WHEREAS, the Board has considered the charter school application as submitted on September 8, 2009, the responses of the Applicant to questions from the District; the requirements of the Charter Schools Act, as amended; and the additional information provided by the Applicant in the public meetings held on November 3, 2009, and December 1, 2009.

NOW THEREFORE, BE IT RESOLVED by the Board that the charter school application submitted by the Applicant is conditionally granted for STEM to begin operation as a district charter school in the fall of 2010 for the 2010-2011 school year and to operate for a term of three (3) years, subject to and pending satisfaction of the following conditions, as well as all other terms and conditions as may be required by law:

1. By February 15, 2010, the Applicant shall present written evidence in the form of signed enrollment forms from a minimum of 525 full-time equivalent students ("Student FTEs") (75 percent of its projected first year student population) assigned to the various grade levels proposed in the charter school application to be served the first year. If this condition is met and an acceptable contract with the Board has been concluded, STEM may continue to enroll students after February 15 provided that such students are new to the District (i.e., were not enrolled in District schools during any portion of the 2009-2010 school year). In the event this minimum enrollment condition is not satisfied by February 15, 2010, then the charter school application
shall be deemed denied by the Board on February 16, 2010. In no event shall the Board action in this Paragraph 1 be construed as a revocation of the purported STEM charter or school contract. The Applicant shall provide weekly enrollment progress reports to the Board.

2. The STEM Board shall further develop curriculum and assessment and shall present a curriculum that aligns to content standards, End Statements and Subends on or before April 1, 2010.

3. The STEM Board shall further develop Pupil Performance Standards to include performance standards that align to assessments on or before April 1, 2010.

4. The Applicant shall submit to the Board on or before April 1, 2010, a lease agreement, signed by an authorized representative of the property owner, as lessor, and ready for signature by STEM, for an appropriate charter school facility available for use on or before July 1, 2010. If a lease is presented, the term must extend, at a minimum, through the end of the 2010-2011 school year, with an option to extend through the 2011-12 school year. The lease shall include provisions requiring the facility to be in full compliance with all applicable federal, state, and local laws and ordinances, including but not limited to, the Americans with Disabilities Act and Section 504 of the Rehabilitation Act. Any lease shall contain an addendum in substantially the form attached hereto as Exhibit A. The Board or the District’s Superintendent, as its designee, shall indicate whether the lease agreement or purchase agreement is acceptable within ten (10) days of the Board’s receipt thereof, and it shall be immediately signed by STEM if the Board or its designee indicates it is acceptable. The Board or its designee may reject the lease on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied. In the event no lease is presented by April 1, 2010, or if grounds for rejection of a lease are not cured within the time indicated above, then the charter school application shall be deemed denied by the Board as of April 2, 2010, or on the day after the expiration of the ten (10) day cure period, whichever is applicable. In no event shall the Board action described in this Paragraph 2 be construed as a revocation of a purported STEM charter or charter school contract.

5. The STEM Board shall present a detailed budget for fiscal year 2010-2011, as well as present budget forecasts for fiscal years 2011 – 2015 to be approved by the District’s Chief Financial Officer on or before April 1, 2010. This budget will include, but is not limited to preparing:
   - a comprehensive explanation of per pupil revenue and expenditures, including costs associated with staffing, materials, supplies and other costs associated with the daily operation of a school.

6. The STEM Board shall hire a school leader/principal on or before April 1, 2010
7. The STEM Board shall seek approval of the requested waivers from Subends 1.1 through 1.6 on or before April 1, 2010.

8. The STEM Board shall create a Discipline and Attendance Policy that aligns with the District but does not revert services back to the District on or before April 1, 2010.

9. The STEM Board shall provide further development in the following areas on or before April 1, 2010, subject to approval by the Superintendent or his designee:  
   • Special Education  
   • Response to Intervention  
   • English Language Learners

Unless otherwise stated above or subsequently agreed by the Board, in the event all of the conditions in Paragraphs 2 through 9 above, have not been satisfied by the dates indicated, this conditional approval will be withdrawn and the application will be deemed denied as of April 2, 2010. In no event shall denial for failure of any condition or withdrawal of conditional approval be construed as a revocation of the purported STEM charter or school contract.

In the event the above conditions are met by the dates indicated, the STEM Board shall sign a charter school contract, acceptable to the Board, on or before April 1, 2010, unless the applicant and the Board or the District’s Superintendent agree to extend that date. The contract shall reflect a resolution of the above issues as well as all other required and recommended terms negotiated with District representatives. In the event the Board determines that an acceptable contract has not been achieved by April 1, 2010, or such date as may have been extended as provided herein, the charter school application shall be deemed denied by the Board on the date of such determination. In no event shall the Board action described herein be construed as a revocation of a purported STEM charter or school contract.

Approved this 1st day of December, 2009.

DOUGLAS COUNTY SCHOOL DISTRICT

RE. 1
By:

__________________________________________

President, Board of Education

Attest:

By: ______________________________________
DOUGLAS COUNTY SCHOOL DISTRICT RE. 1

Resolution of February 22, 2010

Extending Timelines for the Conditional Approval of the Charter Application of STEM High and Middle School

WHEREAS, on September 8, 2009, the Board of Education ("Board") of the Douglas County School District Re. 1 ("District") received a charter school application from the founding board of STEM High and Middle School, a Colorado nonprofit corporation ("Applicant"), for the establishment of STEM High and Middle School ("STEM") as a district charter school; and

WHEREAS, on December 1, 2009, the Board conditionally granted approval of the STEM application for STEM to begin operations as a district charter school in the fall of 2010 for the 2010-2011 school year and to operate for a term of three (3) years, subject to and pending satisfaction of several conditions outlined in the December 1, 2009 Resolution Conditionally Granting the Charter Application of STEM High and Middle School; and

WHEREAS, Condition 1 of the December 1, 2009 Resolution required STEM to present written evidence in the form of signed enrollment forms from a minimum of 525 full-time equivalent students by February 15, 2010 and on February 16, 2010, the Board granted an extension for STEM to provide such written evidence to February 22, 2010, and the Board also granted the number of signed enrollment forms be lowered to a minimum of 426 full-time equivalent students; and

WHEREAS, the Board recognizes the demand for and the value of choice school offerings in Douglas County School District Re-1 and the Board fully supports choice that emphasizes the disciplines of Science, Technology, Engineering and Mathematics (STEM); and

WHEREAS, the Board acknowledges the hard work and efforts on the part of STEM and district staff to meet all of the conditions of the conditional approval previously granted by the Board and desires a healthy balance among expanding choice options, a focus on the best interests of students, and required fiscal soundness and accountability.

NOW THEREFORE, BE IT RESOLVED by the Board that the charter school application submitted by the Applicant is still conditionally granted in accordance with the December 1, 2009 Resolution, however, the timelines for STEM to begin operation as a district charter school shall be changed to the fall of 2011 for the 2011-2012 school year for a term of three (3) years, subject to and pending satisfaction of the following conditions, as well as all other terms and conditions as may be required by law:

1. By February 15, 2011, the Applicant shall present written evidence in the form of a sound business plan that includes sustainable funding from per pupil revenue and other validated sources, subject to approval by the Board of Education. In no event shall the Board action in this Paragraph 7 be construed as a revocation of the purported STEM charter or school contract.
2. The STEM Board shall further develop curriculum and assessment and shall present a curriculum that aligns to content standards, End Statements and Subends on or before August 16, 2010.

3. The STEM Board shall further develop Pupil Performance Standards to include performance standards that align to assessments on or before August 16, 2010.

4. The Applicant shall submit to the Board on or before April 1, 2011, a lease agreement, signed by an authorized representative of the property owner, as lessor, and ready for signature by STEM, for an appropriate charter school facility available for use on or before July 1, 2011. If a lease is presented, the term must extend, at a minimum, through the end of the 2011-2012 school year, with an option to extend through the 2012-13 school year. The lease shall include provisions requiring the facility to be in full compliance with all applicable federal, state, and local laws and ordinances, including but not limited to, the Americans with Disabilities Act and Section 504 of the Rehabilitation Act. Any lease shall contain an addendum in substantially the form attached hereto as Exhibit A. The Board or the District’s Superintendent, as its designee, shall indicate whether the lease agreement or purchase agreement is acceptable within ten (10) days of the Board’s receipt thereof, and it shall be immediately signed by STEM if the Board or its designee indicates it is acceptable. The Board or its designee may reject the lease on reasonable grounds, and if the grounds for rejection are not cured within ten (10) days of the rejection, this condition shall be deemed not to have been fully satisfied. In the event no lease is presented by April 1, 2011, or if grounds for rejection of a lease are not cured within the time indicated above, then the charter school application shall be deemed denied by the Board as of April 1, 2011, or on the day after the expiration of the ten (10) day cure period, whichever is applicable. In no event shall the Board action described in this Paragraph 8 be construed as a revocation of a purported STEM charter or charter school contract.

5. The STEM Board shall present a detailed budget for fiscal year 2011-2012, as well as present budget forecasts for fiscal years 2012 – 2016 to be approved by the District’s Chief Financial Officer on or before August 16, 2010. This budget will include, but is not limited to preparing:
   - A comprehensive explanation of per pupil revenue and expenditures, including costs associated with staffing, materials, supplies and other costs associated with the daily operation of a school.

6. The STEM Board shall have conducted a search for a leader/principal, conducted interviews and be prepared to hire a school leader/principal on or before April 1, 2011.

7. The STEM Board shall seek approval of the requested waivers from Subends 1.1 through 1.6 on or before August 16, 2010.
8. The STEM Board shall create a Discipline and Attendance Policy that aligns with the District but does not revert services back to the District on or before August 16, 2010.

9. The STEM Board shall provide further development in the following areas on or before August 16, 2010, subject to approval by the Superintendent or his designee:
   - Special Education
   - Response to Intervention
   - English Language Learners

Unless otherwise stated above or subsequently agreed by the Board, in the event all of the conditions in Paragraphs 2 through 9 above, have not been satisfied by the dates indicated, this conditional approval will be withdrawn and the application will be deemed denied as of February 16, 2011. In no event shall denial for failure of any condition or withdrawal of conditional approval be construed as a revocation of the purported STEM charter or school contract.

In the event the above conditions are met by the dates indicated, the STEM Board shall sign a charter school contract, acceptable to the Board, on or before April 1, 2011, unless the applicant and the Board or the District’s Superintendent agree to extend that date. The contract shall reflect a resolution of the above issues as well as all other required and recommended terms negotiated with District representatives. In the event the Board determines that an acceptable contract has not been achieved by April 1, 2011, or such date as may have been extended as provided herein, the charter school application shall be deemed denied by the Board on the date of such determination. In no event shall the Board action described herein be construed as a revocation of a purported STEM charter or school contract.

Approved this 22nd day of February, 2010.

DOUGLAS COUNTY SCHOOL DISTRICT RE. 1

By:  

[Signature]

President, Board of Education

Attest:

[Signature]

Secretary, Board of Education
<table>
<thead>
<tr>
<th>Task</th>
<th>Due Date</th>
<th>Status/Notes</th>
<th>Complete</th>
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<tbody>
<tr>
<td><strong>Establishment of School:</strong></td>
<td></td>
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<tr>
<td>Written, signed copy of facility lease, purchase agreement and/or</td>
<td>April 1, 2011</td>
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<tr>
<td>other facility agreements for primary and ancillary facilities as</td>
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<tr>
<td>are necessary for school to operate for one year or more. Include</td>
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<td>documentation that the facility meets all applicable health and fire</td>
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<td>code requirements, including certificate of occupancy.</td>
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<tr>
<td>Provide evidence that 358 students representing the minimum number</td>
<td>February 18, 2011</td>
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<tr>
<td>of students to support the proposed budget have enrolled, including</td>
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<td>name, address, grade and prior school attended.</td>
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<tr>
<td>Shall have conducted a search for a leader/principal</td>
<td>April 1, 2011</td>
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<td><strong>Budget</strong></td>
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<td>The STEM Board shall present a detailed budget for fiscal year</td>
<td>February 15, 2011</td>
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<td>2011-2012, as well as present budget forecasts for fiscal years</td>
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<td>2012 – 2015 to be approved by the District’s Chief Financial Officer.</td>
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<tr>
<td>Provide proof of insurance as set forth in the charter school</td>
<td>July 1, 2011</td>
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<td>contract.</td>
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STEM School Attachment 3: Selected State Laws Applicable to Charter Schools

Governance, Records, and Charter Schools

2. Colorado Open Meetings Law: 24-6-401 et seq.

Safety and Discipline

7. Certificate of occupancy for the school facility: 22-32-124
9. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
10. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
11. Services for expelled students: 22-33-203
13. Background checks for employees: 22-1-121

Educational Accountability

15. Education Reform Act: 22-7-401 et seq.
18. Accreditation: Accreditation Rules of the State Board of Education 1 CCR 301-1
19. No Child Left Behind Act P.L. 107-110

Curriculum, Instruction, and Extra-Curricular Activities

20. Instruction in federal and state history and government 22-1-104
21. Honor and use of the U.S. Flag: 22-1-106
23. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
24. On-line programs: 22-33-104.6
25. Participation in sports and extra-curricular activities: 22-32-116.5
26. Content standards: 22-7-407

Exceptional Students

27. Discipline of students with disabilities: 20 U.S.C 1415 (k), 34 C.F.R. 519-529
32. English Language Proficiency Act: 22-24-101 et seq.
33. School Funding Formula: 22-54-104 (3)
34. Funded pupil enrollment: 22-54-103 (10)
35. Tuition: 22-20-109 (5), 22-32-115 (1) and (2), 22-54-109
36. Fees: 22-32-110 (1) (o) and (p), 22-32-117
37. Allocation of funds to a capital reserve fund: 22-54-105 (2) (b)
38. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
39. Allocation of funds for instructional supplies and materials: 22-54-105 (l)
40. Allocation of funds for at-risk students: 22-54-105
41. Colorado Department of Education Financial Policies and Procedures
42. Excess tuition charges for out-of-district special education students: 22-20-109 (5)
43. Participation in PERA: 22-30.5-512 and 22-30.5-111 (3)
Note: The purpose of this document is to provide disclosure. Each charter school board operates according to its own bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at STEM School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District.

Background

1. Full legal name:
2. I affirm that I am at least 18 years of age by the date of appointment to the charter school board.
   □ Yes, I affirm.

3. Indicate whether you have ever been convicted or pled “no contest” of one or more of the following:
   a. a misdemeanor related to honesty or trustworthiness, or
   b. a felony.
   □ Does not apply to me.
   □ Yes
   If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.
4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.
   □ Does not apply to me.
   □ Yes

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family (in accordance with 7-128-501 (5), C.R.S., an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:
   a. is doing or plans to do business with the charter school (whether as an individual or as a director, officer, employee or agent of any entity)
b. any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the charter school.
If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☐ I/we do not know of any such persons.
☐ Yes

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school or a contractor who is conducting business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.
☐ I/we do not anticipate conducting any such business.
☐ Yes

3. Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the charter school board or another charter school or non-profit board. [Note that being a parent of a school student, serving on another charter school’s board or being employed by the school are conflicts for certain issues that should be disclosed.]
☐ None
☐ Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

4. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.
☐ I/we do not know of any such persons.
☐ Yes

Conflicts for Schools Contracting with an Educational Service Provider

5. Indicate whether you, your spouse or other immediate family members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.
☐ I/we have no such interest.
☐ Yes

6. Indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
☐ I/we do not anticipate conducting any such business.
☐ Yes
Other

1. I affirm that I have read the STEM Charter School's bylaws and conflict of interest policies.
   □ I affirm

I, _________________________________, certify to the best of my knowledge and ability that the information I am providing to the Douglas County School District RE 1 in regard to my application to serve as a member of the board of directors of the STEM School is true and correct in every respect.
STEM School Attachment 5: Articles of Incorporation and Bylaws
Articles of Incorporation for a Nonprofit Corporation

filed pursuant to and of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is
   Science Technology Engineering and Math (STEM) High School

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

   Street address
   7595 Louviers Blvd

   (Street number and name)

   Louviers CO 80131

   (City) (State) (ZIP/Postal Code)

   United States

   (Province - if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

   Name
   Brannberg Barry K.

   (Last) (First) (Middle) (Suffix)

   OR

   (if an entity)

   (Caution: Do not provide both an individual and an entity name.)

   Street address
   7595 Louviers Blvd

   (Street number and name)

   Louviers CO 80131

   (City) (State) (ZIP Code)
4. The true name and mailing address of the incorporator are

Name
(if an individual) Arrington Barry
(Last) (First) (Middle) (Suffix)

OR
(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 7664 East Phillips Circle
(Street number and name or Post Office Box information)

Centennial CO 80112
(City) (State) (ZIP/Postal Code)

United States (Country)
(province - if applicable)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)
☐ The nonprofit corporation will have voting members.

6. (The following statement is adopted by marking the box.)
☐ Provisions regarding the distribution of assets on dissolution are included in an attachment.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)
☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

The delayed effective date and, if applicable, time of this document is/are __________.

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.
B Y L A W S

O F

S C I E N C E T E C H N O L O G Y E N G I N E E R I N G
A N D M A T H ( S T E M ) H I G H S C H O O L

A R T I C L E I .

O ffices

Section 1.1. Principal office. The principal office of the corporation shall be located in Littleton, Colorado. The corporation may have such other offices within Colorado as the board of directors may designate or as the business of the corporation may require from time to time.

Section 1.2. Registered Office. The registered office of the corporation required by the laws of the State of Colorado to be maintained in Colorado may be, but need not be, identical with the principal office and the address of the registered office may be changed from time to time by the board of directors.

A R T I C L E I I .

M embers

Section 2.1. Members. Each parent or legal guardian of a child enrolled at the school shall be a voting member of the corporation. Such membership will terminate when the child is no longer enrolled at the school.

Section 2.2. Member Meetings. The timing and conduct of regular and special meetings of the members shall be determined from time to time by resolution of the board of directors.

A R T I C L E I I I .

B oard of Directors

Section 3.1. General Powers. The business and affairs of the corporation shall be managed by its board of directors, except as otherwise provided in the Colorado Revised Nonprofit Corporation Act, the articles of incorporation, or these bylaws.

Section 3.2. Number, Tenure and Qualifications.

(a) The corporation shall have three directors.
(b) Members of the board of directors shall be elected at the annual meeting of members.

(c) Each director shall hold office for a term as designated by the board of directors.

(d) A director having three (3) or more consecutive unexcused absences from the meetings of the board of directors shall be deemed to have resigned as a director.

(e) Directors shall be removed following the procedure provided by the Colorado Revised Nonprofit Corporation Act.

Section 3.3. Chair. The board of directors shall elect a Chair of the board of directors from among the directors. The term of such Chair shall be for a period of one (1) year or until such time as their respective successors are duly elected and qualified. The Chair of the board of directors shall preside over all meetings of the board of directors.

Section 3.4. Vacancies. Any director may resign at any time by giving written notice to the president or to the secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the board of directors shall be filled by the board of directors at a special meeting called for such purpose. A director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office.

Section 3.5. Regular Meetings. The Board of Directors shall provide by resolution the time and place of the holding of regular meetings.

Section 3.6. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place as the place for holding any special meeting of the board of directors called by them.

Section 3.7. Notice to Directors. Notice to Directors of any special meeting shall be given at least five (5) days prior to the meeting by written notice delivered personally or mailed to each director at his business address, or by notice given at least two (2) days prior to the meeting by telegraph, telex, telecopier or other similar device. If mailed, such notice shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. A director waives notice of a regular or special meeting by attending or participating in the meeting unless, at the beginning of the meeting, he objects to the holding of the meeting or the transaction of business at the meeting.

Section 3.8. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the board of directors. If fewer than a majority of the directors are present at a meeting, a majority of the directors present may adjourn
the meeting from time to time without further notice for a period not to exceed sixty (60) days at any one adjournment.

Section 3.9. Manner of Acting. The act of a majority of the members of the board of directors shall be the act of the board of directors, unless a greater number is required by law or the articles of incorporation.

Section 3.10. Compensation. By resolution of the board of directors, any director may be paid his expenses, if any, of attendance at meetings. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.11. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors or committee of the board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless (i) he objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting; (ii) he contemporaneously requests that his dissent be entered in the minutes of the meeting; or (iii) he gives written notice of his dissent to the presiding officer of the meeting before its adjournment or delivers such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent as to a specific action taken at a meeting of the board of directors or a committee of the board shall not be available to a director who voted in favor of such action.

Section 3.12. Committees. The board of directors, by resolution adopted by a majority of the full board of directors, may designate from among its members an executive committee and one or more other committees.

Section 3.13. Advisory Committees. The board of directors, by resolution adopted by a majority of the full board of directors, may appoint advisory committees to the board of directors who, by such appointment, shall not be deemed to be directors, officers or employees of the corporation and whose functions shall not include participation in the operating management of the corporation. Members of the board of directors shall be entitled to serve on advisory committees. The advisory committees shall meet at such times as the board of directors shall determine. If so determined by the board of directors, the members of the advisory committees may be entitled to a fee for attendance at each regular or special meeting of such committees, which fee shall be fixed by resolution of the board of directors. The advisory committee shall consider, advise upon and make recommendations to the board of directors and to the chairman of the board with respect to matters of policy relating to the general conduct of the business of the corporation and with respect to such questions relating to the conduct of the business of the corporation as may be submitted to it by the board of directors or the executive committee. By way of example and not of limitation, the board of directors may appoint a policy and planning committee to advise on fund raising and an investment management committee to advise the corporation on its investment portfolio. The members of the advisory committee shall hold office at the pleasure of the board of directors. Additional members or members to fill vacancies may be appointed at any regular or special meeting of the board of directors.
Section 3.14. Telephonic Meetings. One or more members of the board of directors or any committee designated by the board may participate in a meeting of the board of directors or a committee thereof by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.15. Standard of Care. A director shall perform his duties as a director, including his duties as a member of any committee of the board upon which he may serve, in good faith in a manner he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated; but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. No member of the board of directors shall permit his position on the board of directors to create a conflict between his personal business activities unrelated to the school and the actions of the corporation.

The designated persons on whom a director is entitled to rely are: (i) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented; (ii) counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such persons’ professional or expert competence; or (iii) a committee of the board or an advisory committee upon which the director does not serve, duly designated in accordance with Sections 3.12 or 3.13 of these bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

No member of the board of directors shall permit his position on the board of directors to create a conflict between his personal business activities unrelated to the school and the actions of the corporation.

ARTICLE IV.

Officers and Agents

Section 4.1. General. The officers of the corporation shall be a president, one or more vice presidents, a secretary, and a treasurer. The board of directors may appoint such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. One person may not simultaneously hold the office of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the bylaws
or by the board of directors, such officer, agent or employee shall follow the orders and instructions of the president.

Section 4.2. Election and Term of Office. The officers of the corporation shall be appointed annually by the board of directors. Each officer shall hold office until the first of the following occurs: until his successor shall have been duly elected or appointed and shall have qualified; or until his death; or until he shall resign; or until he shall have been removed in the manner hereinafter provided.

Section 4.3. Removal. Any officer or agent may be removed by the board of directors whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

Section 4.4. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

Section 4.5. President. Subject to the direction and supervision of the board of directors, the president shall be the chief executive officer of the corporation and shall have general and active control of its affairs and business and general supervision of its offices agents and employees. The president shall have custody of the treasurer's bond, if any.

Section 4.6. Vice President(s). The vice president(s) (if the corporation so desires to have more than one) shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president, (or, if there be more than one, the vice presidents in the order designated by the board of directors, or if the board makes no such designation, then the vice president designated by the president, or if neither the board nor the president makes any such designation, the senior vice president as determined by first election to that office, shall have the power and perform the duties of the president.

Section 4.7. Secretary. The secretary shall (i) keep the minutes of the proceedings of the executive committees, advisory committees, and the board of directors; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records; (iv) keep at the corporation's registered office or principal place of business within or outside Colorado a record containing the names and addresses of all directors; and (v) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary. The directors may, however, respectively, designate a person other than the secretary or assistant secretary to keep the minutes of their respective meetings.

Section 4.8. Treasurer. The treasurer shall be the principal financial officer of the corporation, shall have the care and custody of all funds, securities, evidences of
indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the board of directors. He shall receive and give receipts and acceptances for money paid in on account of the corporation, and shall pay out of the funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. He shall, if required by the board, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the corporation of all books, papers, vouched money and other property of whatever kind in his possession or under his control belonging to the corporation. He shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

The treasurer shall also be the principal accounting officer of the corporation. He shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state, and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations.

ARTICLE V.

Indemnification of Certain Persons

Section 5.1. Authority for Indemnification. Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of any foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan ("Any Proper Person" or "Proper Person"), shall be indemnified by the corporation against expenses (including attorneys' fees), judgments, penalties, fines, (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 5.4 of these bylaws that he conducted himself in good faith and that he (i) reasonably believed, in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation's best interest, or (ii) in all other cases (except criminal cases) believed that his conduct was at least not opposed to the corporation's best interests, or (iii) with respect to criminal proceedings had no reasonable cause to believe his conduct was unlawful. A person will be deemed to be acting in his official capacity while acting as a director, officer, employee or agent of this corporation and not when he is acting on this corporation's behalf for some other entity.
No indemnification shall be made under this Section 5.1 to a director with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the director was adjudged liable to the corporation or in connection with any proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Further, indemnification under this Section 5.1 in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding. These limitations shall apply to directors only and not to officers, employees, fiduciaries or agents of the corporation.

Section 5.2. Right to Indemnification. The corporation shall indemnify Any Proper Person who has been wholly successful on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Section 5.1 of these bylaws, against expenses (including attorneys' fees) reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

Section 5.3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 5.1 of these bylaws. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability.

Section 5.4. Groups Authorized to Make Indemnification Determination. In all cases, except where there is a right to indemnification as set forth in Section 5.2 of these bylaws or where indemnification is ordered by a court, any indemnification shall be made by the corporation only as authorized in the specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 5.1 of these bylaws. This determination shall be made by the board of directors by a majority vote of a quorum, which quorum shall consist of directors not parties to the proceeding ("Quorum"). If a Quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the board of directors designated by the board, which committee shall consist of two or more directors not parties to the proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If a Quorum of the board of directors cannot be obtained or the committee cannot be established, or even if a Quorum can be obtained or the committee can be established but such Quorum or committee so directs, the determination shall be made by independent legal counsel selected by a vote of a Quorum of the board of directors or a committee in the manner specified in this Section 5.4 or, if a Quorum of the full board of directors cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board (including directors who are parties to the action).
Section 5.5. Court Ordered Indemnification. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 5.2 of these bylaws, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 5.1 of these bylaws or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper, except that if the individual has been adjudged liable, indemnification shall be limited to reasonable expenses incurred.

Section 5.6. Advance of Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation to Any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed in Section 5.1 of these bylaws; (ii) a written undertaking, executed personally or on his behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment); and (iii) a determination is made by the proper group (as described in Section 5.4 of these bylaws), that the facts as then known to the group would not preclude indemnification.

Section 5.7. Limitation. Any provision of this article V to the contrary notwithstanding, the corporation shall not have authority to indemnify any person or entity if to do so would be contrary to Colorado law.

ARTICLE VI.

Provision of Insurance

By action of the board of directors, notwithstanding any interest of the directors in the action, the corporation may purchase and maintain insurance, in such scope and amounts as the board of director deems appropriate, on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan, against any liability asserted against, or incurred by, him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Article V of these bylaws or applicable law.

ARTICLE VII.

Miscellaneous
Section 7.1. Waiver of Notice. Whenever notice is required by law, by the articles of incorporation or by these bylaws, a waiver thereof in writing signed by the director or other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

Section 7.2. Fiscal year. The fiscal year of the corporation shall be July 1 through June 30.

Section 7.3. Amendments. The board of directors shall have power to make, amend and repeal the bylaws of the corporation at any regular or special meeting of the board. The bylaws shall be reviewed by the board for any useful or necessary amendments at least biennially at the regular meeting of the board.

Section 7.4. Gender. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include the female and neuter genders as the circumstances indicate.

Section 7.5. Conflicts. In the event of any irreconcilable conflict between these bylaws and either the corporation’s articles of incorporation or applicable law, the latter shall control.

Section 7.6. Definitions. Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definitions as in the Colorado Revised Nonprofit Corporation Act.

THE END
STEM Attachment 6: Automatic Waivers of State Laws

1. 22-9-106. C.R.S. Local board duties concerning performance evaluations for licensed personnel

2. 22-32-109 (1)(f), C.R.S. Local board duties concerning selection of personnel and pay

3. 22-32-110 (1)(h), C.R.S. Local board powers concerning employment termination of school personnel

4. 22-32-126, C.R.S. Employment and authority of principals

5. 22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment – License Required – Exception


7. 22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; probationary teachers – renewal and nonrenewal of employment contract

8. 22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers – compensation

9. 22-63-301, C.R.S. Teacher employment, compensation and dismissal act of 1990; grounds for dismissal

10. 22-63-302, C.R.S. Teacher employment, compensation and dismissal act of 1990; procedures for dismissal of teachers and judicial review

11. 22-63-401, C.R.S. Teacher employment, compensation and dismissal act of 1990; teachers subject to adopted salary schedule

12. 22-63-402, C.R.S. Teacher employment, compensation and dismissal act of 1990; license, authorization or residency required in order to pay teachers

13. 22-63-403, C.R.S. Teacher employment, compensation and dismissal act of 1990; payment of salaries
C.R.S. § 22-32-109 (l)(b) Board of Education – Specific Duties (delegation) Grants board of education the authority to adopt policies and prescribe rules and regulations for efficient administration of the district.

Rationale: STEM High and Middle School will be operating independently from other schools in the district and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement.

Replacement Plan: The Board of Directors of STEM High and Middle Schools will adopt policies and the principal of STEM High and Middle School will prescribe rules and regulations.

Duration of the Waiver: STEM High and Middle School requests that the waiver be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2015.

Financial Impact: STEM High and Middle School anticipates that the requested waivers will have no financial impact on Douglas County School District. STEM High and Middle School will be able to adopt policies and prescribe rules and regulations consistent with its budget.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to STEM High and Middle School as set forth in the Charter School Agreement.

Expected Outcome: As a result of the waiver, STEM High and Middle School will be able to carry out its educational program, administer its affairs in an efficient manner and accomplish its mission as set forth in the Charter School Agreement.

C.R.S. § 22-32-109 (l)(t) Boards of Education – Specific Duties (delegation) Grants board of education authority to determine the educational program to be carried on in schools of the district and to prescribe textbooks.

Rationale: The Douglas County School District Board has granted to the Board of Directors of STEM High and Middle School the authority to determine the educational program and textbooks to be used. The Douglas County School District Board retains the right of final approval of the educational program through this Charter School Agreement.

Replacement Plan: The STEM High and Middle School educational program and curriculum is detailed in this Charter application.
Duration of the Waiver: The STEM High and Middle School requests that the waiver be for the duration of its contract with the Douglas County School District Board. Therefore, the waiver is requested for five academic operating years, through June 30, 2015.

Financial Impact: The STEM High and Middle School anticipates that the requested waivers will have no financial impact upon DCSD and STEM High and Middle School.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to STEM High and Middle School, as per this Charter School Agreement.

Expected Outcome: STEM High and Middle School expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the education standards of the school.

C.R.S. § 22-35-101 Postsecondary Enrollment Options Act - Provides for Dual Enrollment Credit Option. This article shall be known and may be cited as the “Postsecondary Enrollment Options Act.”

Rationale: STEM High and Middle School should be delegated the authority to determine compensation rates, in accordance with the Charter School Agreement. The workday and work year in STEM High and Middle School may be different from that of the District and compensation must be adjusted accordingly.

Replacement Plan: STEM High and Middle School will adopt its own salary schedule. STEM High and Middle School will set competitive rates for each level of teachers it employs. The STEM High and Middle School principal will determine the placement of teachers on the salary schedule. The District salary schedule will be used as a guideline for developing the STEM High and Middle School salary schedule.

Duration of the Waiver: STEM High and Middle School requests that the waivers be for the duration of its contract with the Douglas County School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2015.

Financial Impact: STEM High and Middle School anticipates that the requested waivers will have no financial impact on Douglas County School District. STEM High and Middle School will be able to simply teachers and determine a salary schedule consistent with its budget.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to STEM High and Middle School as set forth in this Charter School Agreement.
Expected Outcome: As a result of this waiver, STEM High and Middle School should be able to attract qualified personnel and provide instruction in accordance with the philosophy and mission as a stated in the Charter Proposal.

STEM High and Middle School reserves the right to identify, during its implementation period, those Colorado Revised Statutes which are impediments to effective operation and to request waivers of the statutes, as specified in C.R.S. § 22-2-117 (1) and (2).

C.R.S. § 22-33-104(4) Compulsory School Attendance (School Attendance Law) 22-33-107 Enforcement of Compulsory School Attendance

Rationale: These statutes require the local school district to adopt and enforce a written policy setting forth the district’s attendance requirements.

Replacement Plan: STEM High and Middle School will develop its own attendance policy commensurate with its academic programs.

Duration of the Waivers: STEM High and Middle School requests that the waiver be for the duration of its contract.

Financial Impact: STEM High and Middle School anticipates that the requested waiver will have no financial impact upon the authorizer’s or the school’s budgets.

How the Impact of the Waiver will be Evaluated: The impact of these waivers ill be measured by the performance criteria and assessments that apply to STEM High and middle School, as set forth in the approved application and the contract.

Expected Outcome: STEM High and Middle School will develop and enforce its own school attendance policy. While STEM High and Middle School envisions itself as a school of daily attendance, there is a possibility of independent study as a conceivable adjunct to its regular program.
STEM School Attachment 8:
Waiver of District Regulations

NO WAIVERS REQUESTED AT THIS TIME
## Attachment 9: STEM School Grade Levels and Enrollment

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STEM School Attachment 10: Enrollment preferences, selection method, and enrollment timeline and procedures.

This section of the application is intended to summarize the STEM High and Middle School Enrollment Policy.

In order to enroll, parents must submit a Letter of Intent to Enroll form prior to or during the school’s open enrollment period. Students with disabilities, “at risk” students, girls or boys and gifted and talented students will be enrolled in the same manner as other students.

The overall priority for new enrollments will be as follows:

Children of subscribers

Siblings of current STEM High and Middle School students (these can be automatically enrolled)

Children of STEM High and Middle School Teachers

Children who reside within five miles of the school and within Douglas County School District boundaries

Children who do not reside within five miles of the school but do reside within DCSD boundaries

If the number of Intent to Enroll forms received is greater than the number of student spaces available for any grade, the school will hold a lottery on the first school day of February to determine enrollment.

When a vacancy is created during the school year, the vacancy may or may not be filled at the Principal’s direction. If the school chooses to fill the vacancy, priority will be given as specified above. If there are more applicants in the enrollment pool than spaces available, the spaces will be filled by lottery amount those students currently in the enrollment pool.

Founding Family Policy

While STEM High and Middle School is spending Colorado Department of Education (CDE) charter school startup and implementation grant funds, the school will enroll no more than 20% of its students annually from either Founding Families or children of teachers.

The Board will establish detailed enrollment policies and procedures will be responsible for resolving any disputes. The policies will be made available on the schools website and will be included in informational packets distributed to prospective students. This policy has not been
developed yet.

Target Neighborhoods

As noted above, students who currently reside near the school will be given priority in our admission process, and will therefore be the focus of our recruitment efforts. One of our primary goals is to attract and retain a diverse student body. We believe the best way to achieve this is to actively recruit students from a wide range of neighborhoods with different demographics. We plan to reach out to students in a number of neighborhoods, with special emphasis on the following:

Recruiting

Our long-term hope is to reach interested students early in their middle school careers and to foster a relationship with them during these preparatory years. Part of the job of the staff will be to monitor the academic progress of prospective students and to offer support, guidance and resources to potential students as they complete the application process.

Other options under consideration for the first class of students including creating a summer rep program for students who may have some educational deficits and offering distance learning for prospective students. We will evaluate these options once we have a better sense of the background of the students who will be applying to the school.

ADMISSIONS

STEM CHARTER SCHOOL’S ADMISSION

PREFERENCES AND POLICIES

STEM High and Middle School is strongly committed to providing an excellent education to a diverse group of students. The school will not discriminate on the basis of race, creed, color, ethnicity, national origin, or eligibility for services for exceptional children. There are no entrance exams and STEM High and Middle School will not have any specific entrance requirements.

Detailed application instructions and forms will be available on the school’s website at: www.stemhigh.com and will be distributed to various locations including middle schools in the metro area. STEM High and Middle School will also notify media outlets about the application procedure. Applications will only be accepted for students who are eligible for matriculation in the following school year. If the number of students applying for entrance exceeds the number
of students whom can be accommodated by the school, STEM High and Middle School will conduct a lottery to determine the students who will be admitted. Applications completed on or before a specified closing date will be included in the lottery. Parents of students who are accepted for admission will be notified in writing. Students who are not selected in the lottery will be placed on a waiting list. The order of the waiting list will also be randomly determined. Parents will have 10 days from the date of the offer of admission to accept or decline.

School Openings

The Board will establish the number of openings available each year. It is anticipated that in the first year, the school will accept 200 students in 9th grade. STEM High and Middle School students are guaranteed enrollment for each succeeding year and will not be required to re-enter the lottery in following years. A small number of new students may be admitted in the 10th grade, on a space available basis. It is not likely that the school will accept new students in the 11th or 12th grade, but the Board may, at its discretion, choose to open a limited number of spaces in these upper grades. Spaces that are open for enrollment in the upper grades will be filled using the same admissions procedure as those for 9th grade.

Non-Discrimination

STEM High and Middle School, as a charter school, will follow all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services. There is strength in diversity; therefore students, staff and parents will respect the unique attributes and qualities of every individual.

In accordance with C.R.S. 22-30.5-104(2), “a majority of the charter school’s pupils will reside in the chartering school district or in districts continuous thereto.” Enrollment will be open to any child who resides with the school district (C.R.S. 22-33-106 (3)(a)(b)(c)(e) or (f).
STEM SCHOOL PUPIL PERFORMANCE STANDARDS

STEM JUNIOR HIGH SCHOOL PUPIL PERFORMANCE STANDARDS

STEM Junior High School will measure educational success through the performance of each and every student. Student achievement is the most effective indicator valued by the STEM board, Staff and the surrounding community. The education and achievement of each student are responsibilities shared by students, teachers, parents and community members. The Pupil Performance Standards for STEM Junior High School are:

1. STEM Junior High School will make Adequate Yearly Progress (AYP) in Reading and Math and will meet 100% of its AYP goals for all students. Measure: The percentage of STEM Junior High School students who have attended the school for three years who attain a CSAP score of Proficient or Advanced in all areas and will exceed the average percentage for Douglas County School District by at least 5%.

2. Students at STEM Junior High School will demonstrate proficiency and improvement of skills and content knowledge in Math. Measure: The percentage of STEM Junior High School students who have attended the school for three years who attain a CSAP Math score of Proficient or Advanced in all grades will exceed the average percentage for Douglas County School District by at least 5%. Measure: STEM Junior High School will reach a growth percentile of 50% or higher in Math at each grade level and subject according to the Colorado Growth Model. Measure: According to MAP testing with NWEA in Mathematics, the average annual growth among STEM Junior High School students will exceed nominal annual growth. Measure: According to MAP testing with NWEA in Mathematics, the average annual growth among STEM Junior High School students will exceed nominal annual growth.

3. Students will demonstrate proficiency and improvement of skills and content knowledge in Science. Measure: The percentage of STEM Junior High School students who have attended the school for three years who attain a CSAP Science score of Proficient or Advanced in 8th grade will exceed the average percentage for Douglas County School District by at least 5%. Measure: According to MAP testing with NWEA in Science, the average annual growth among STEM Junior High School students will exceed nominal annual growth.

4. Students will demonstrate proficiency and improvement of skills and content knowledge in Reading. Measure: The percentage of STEM Junior High School students who have attended the school for three years who attain a CSAP Reading score of Proficient or Advanced in all grades will exceed the average percentage for Douglas County School District by at least 5%. Measure: STEM Junior High School will reach a growth percentile of 50% or higher in Reading at each grade level and subject according to the Colorado Growth Model.
Measure: According to MAP testing with NWEA in Reading and Language usage, the average annual growth among STEM Junior High School students will exceed nominal annual growth.

5. Students will demonstrate proficiency and improvement of skills and content knowledge, and meet all Colorado Literacy Act requirements in Writing.
   Measure: The percentage of STEM Junior High School students who have attended the school for three years who attain a CSAP Writing score of Proficient or Advanced in all grades will exceed the average percentage for Douglas County School District by at least 5%.
   Measure: STEM Junior High School will reach a growth percentile of 50% or higher in Writing at each grade level and subject according to the Colorado Growth Model.

6. STEM Junior High School will meet all the state goals for the State and District Language Proficiency Test for all students identified as English Language Learners.
   Measure: ELL students at STEM Junior High School will achieve similar growth as their peers in the same grade in the school as measured by CSAP according to the Colorado Growth Model.

7. STEM Junior High School students will have the technology skills that are measured by the rubrics developed by ISTE and STEM Junior High School personal.
   Measure: STEM Junior High School students who have attended the school for three years will achieve average growth in the area of technology using a technology tool like the Tech Literacy Assessment from learning.com.
   Measure: STEM Junior High School students will create portfolios to demonstrate proficiency in the ISTE standards at each grade level.

8. Students will demonstrate proficiency and improvement of skills and content knowledge in Social Studies and Geography.
   Measure: STEM Junior High School students will create portfolios to demonstrate proficiency in the Colorado Academic Standards at each grade level.
STEM HIGH SCHOOL PUPIL PERFORMANCE STANDARDS

STEM High School will measure educational success through the performance of each and every student. Student achievement is the most effective indicator valued by the STEM board, Staff and the surrounding community. The education and achievement of each student are responsibilities shared by students, teachers, parents and community members. The Pupil Performance Standards for STEM High School are:

1. STEM High School will make Adequate Yearly Progress (AYP) in Reading and Math and will meet 100% of its AYP goals for all students.  
Measure: The percentage of STEM High School students who have attended the Junior High School for three years and STEM High School for one year who attain a CSAP score of Proficient or Advanced in all areas and will exceed the average percentage for Douglas County School District by at least 5%.

2. Students at STEM High School will demonstrate proficiency and improvement of skills and content knowledge in Math.  
Measure: The percentage of STEM High School students who have attended STEM Junior High School for three years who attain a CSAP Math score of Proficient or Advanced in grades 9 and 10 will exceed the average percentage for Douglas County School District by at least 5%.  
Measure: The percentage of STEM High School students who have attended the school for three years who take the ACT standardized test will exceed the average percentage of the ACT math sub-score for the Douglas County School District by at least 5%.  
Measure: STEM High School will reach a growth percentile of 50% or higher in Math at each grade level and subject according to the Colorado Growth Model.  
Measure: According to MAP testing with NWEA in Mathematics, the average annual growth among STEM High School students in grades 9 and 10 will exceed nominal annual growth.  
Measure: STEM High School students will create portfolios to demonstrate proficiency in math at each grade level. This portfolio will be presented at the end of the student’s senior year to demonstrate growth in this area during the four years at STEM High School. This portfolio is in conjunction with the science and technology portfolio stated under the science and technology measure.

3. Students will demonstrate proficiency and improvement of skills and content knowledge in Science.  
Measure: The percentage of STEM High School students who have attended the Junior High School for three years and STEM High School for one year who attain a CSAP Science score of Proficient or Advanced in 10th grade will exceed the average percentage for Douglas County School District by at least 5%.  
Measure: According to MAP testing with NWEA in Science, the average annual growth among STEM High School students in grades 9 and 10 will exceed nominal annual growth.  
Measure: The percentage of STEM High School students who have attended the school for three years who take the ACT standardized test will exceed the average percentage of the ACT science sub-score for the Douglas County School District by at least 5%.  
Measure: STEM High School students will create portfolios to demonstrate proficiency in math at each grade level. This portfolio will be presented at the end of the student’s senior year to demonstrate growth in this area during the four years at STEM High School. This portfolio is in conjunction with the math and technology portfolio stated under the math and technology measure.

4. Students will demonstrate proficiency and improvement of skills and content knowledge in Reading.
   Measure: The percentage of STEM High School students who have attended the Junior High for two years and STEM High School for 1 year who attain a CSAP Reading score of Proficient or Advanced in all grades will exceed the average percentage for Douglas County School District by at least 5%.
   Measure: STEM High School will reach a growth percentile of 50% or higher in Reading at each grade level and subject according to the Colorado Growth Model.
   Measure: According to MAP testing with NWEA in Reading and Language usage, the average annual growth among STEM High School students in grades 9 and 10 will exceed nominal annual growth.
   Measure: The percentage of STEM High School students who have attended the school for three years who take the ACT standardized test will exceed the average percentage of the ACT English sub-score for the Douglas County School District by at least 5%.

5. Students will demonstrate proficiency and improvement of skills and content knowledge, and meet all Colorado Literacy Act requirements in Writing.
   Measure: The percentage of STEM High School students who have attended the Junior High School for school for two years and STEM High School for 1 year who attain a CSAP Writing score of Proficient or Advanced in all grades will exceed the average percentage for Douglas County School District by at least 5%.
   Measure: STEM High School will reach a growth percentile of 50% or higher in Writing at each grade level and subject according to the Colorado Growth Model.

6. STEM High School will meet all the state goals for the State and District Language Proficiency Test for all students identified as English Language Learners.
   Measure: ELL students at STEM High School will achieve similar growth as their peers in grades 9 and 10 in the school as measured by CSAP according to the Colorado Growth Model.

7. STEM High School students will have the technology skills that are measured by the rubrics developed by ISTE and STEM High School personal.
   Measure: STEM High School students who have attended the school for three years will achieve average growth in the area of technology using a technology tool like the Tech Literacy Assessment from learning.com.
   Measure: STEM High School students will create portfolios to demonstrate proficiency in the ISTE standards at each grade level. This portfolio will be presented at the end of the student’s senior year to demonstrate growth in this area during the four years at STEM High School. This portfolio is in conjunction with the science and math portfolio stated under the science and math measure.
8. Students will demonstrate proficiency and improvement of skills and content knowledge in Social Studies and Geography.
Measure: STEM High School students will create portfolios to demonstrate proficiency in the Colorado Academic Standards at each grade level.
STEM School Attachment 12: School Accreditation Indicators and Performance Criteria

Charter School Accreditation for High Performing Schools-

High Performing Definition-

Accredited with Distinction- meaning the school meets or exceeds state expectations for attainment on the Performance Indicators and is required to adopt and implement a performance plan.

Accredited- meaning the school meets state expectations for attainment on the performance indicators and is required to adopt and implement a performance plan.

Main Accreditation Documentation-

1. Current School Performance Frameworks
2. Current Unified Improvement Plan

Supporting Accreditation Documentation-

1. Documentation of yearly and one time compliance e-Trainings
2. Crisis Management Documents:
   • Complete Team Documents
   • School Crisis Management Plan
   • School Safety Drill Logs
3. SAC Compliance Documents
4. Parent Surveys
5. Facility Inspection
6. Data Submission Timeline documents (i.e. audit, financials, Monitoring Report)

Supporting Information from the Charter School Office-

1. Contract Compliance
2. Data Submission Timeline Deadlines

*Yearly discussion with Charter School Partnerships Department regarding above documents.
Charter School Accreditation Binder for Low-Performing Schools:

**Low Performing Definition:**

**Accredited with Improvement Plan**- meaning the school has not met state expectations for attainment on the Performance Indicators and is required to adopt and implement an improvement plan.

**Accredited with Priority Improvement Plan**- meaning the school has not met state expectations for attainment on the Performance Indicators and is required to adopt and implement a priority improvement plan.

**Main Accreditation Documentation:**

1. Current School Performance Frameworks
2. Current Unified Improvement Plan
3. District Charter School Team Visit

**Supporting Accreditation Documentation:**

1. Documentation of yearly and one time compliance e-Trainings
2. Crisis Management Documents:
   - Complete Team Documents
   - School Crisis Management Plan
   - School Safety Drill Logs
3. SAC Compliance Documents
4. Parent Surveys
5. Facility Inspection
6. Data Submission Timeline documents (i.e. audit, financials, Monitoring Report)

**Supporting Information from the Charter School Office:**

1. Contract Compliance
2. Data Submission Timeline Deadlines

*Quarterly discussions with Charter School Partnerships Department regarding above documents.*
Charter School Accreditation for New Schools-

New School Definition- A new charter school is a school that is in its first, second or third year of operation as a school. The charter school’s contract with the district is 3 years and it has not been renewed.

Main Accreditation Documentation-

1. Current School Performance Frameworks (after year one)
2. Current Unified Improvement Plan
3. CSSI Team Visit Report
   (District Team Visit if CSSI has not occurred by the end of the 2nd year of operation, or if the charter school has not received a start-up grant)

Supporting Accreditation Documentation-

1. Documentation of yearly and one time compliance e-Trainings
2. Crisis Management Documents:
   Complete Team Documents
      School Crisis Management Plan
      School Safety Drill Logs
3. SAC Compliance Documents
4. Parent Surveys
5. Facility Inspection
6. Data Submission Timeline documents (i.e. audit, financials, Monitoring Report)

Supporting Information from the Charter School Office-

7. Contract Compliance
8. Data Submission Timeline Deadlines

*Quarterly discussions with Charter School Partnerships Department regarding above document
STEM School Attachment 13: Graduation Requirements

STEM High Graduation Requirements

STEM High and Middle School graduation requirements have been developed based on the entrance requirements of top colleges and universities as well as through analysis of the components of a strong, academic high school curricula. Students are expected to complete 4 years of mathematics, English and social studies, and five and one-half years of science of which two of the science units are lab based.

STEM High and Middle School will exceed the graduation requirements established by the Colorado Commission on Higher Education Admission Requirements (HEAR), and the DCSD requirements for graduation. Students must successfully complete a minimum of 29 credits in order to graduate from STEM High and Middle School. Students are highly encouraged to complete 2 AP classes and/or take 2 college classes from any of our college partnerships including: Arapahoe Community College or Project Lead the Way with University of Colorado at Colorado Springs or other college courses that we will offer partnerships in the future. All students will have completed a Senior Research Project or internship.

Community Service
In addition, each STEM High School student is required to complete 20 hours of community service hours during their freshman and sophomore years as a graduation requirement. During the student’s junior and senior years will be focused on job opportunities within the community, senior projects and internships.

STEM High Core Academic Program

<table>
<thead>
<tr>
<th>STEM High School Graduation Requirements</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humanities</td>
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</tr>
<tr>
<td>Mathematics (Algebra I level and higher)</td>
<td>4</td>
</tr>
<tr>
<td>Natural/ Physical Sciences (two units must be lab-based)</td>
<td>5.5</td>
</tr>
<tr>
<td>Foreign Language</td>
<td>3</td>
</tr>
<tr>
<td>Academic Electives</td>
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<tr>
<td>Physical Education</td>
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<td>Health</td>
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<tr>
<td>Internship</td>
<td>.5</td>
</tr>
<tr>
<td>Senior Project</td>
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<tr>
<td>Electives</td>
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</tr>
<tr>
<td>Total</td>
<td>29</td>
</tr>
</tbody>
</table>


STEM School Attachment 14: Purchased Service Agreements

**Special education services.** The School shall pay to the District an amount equal to the per pupil cost incurred by the District in providing federally required educational services, multiplied by the number of students enrolled in the School. The per pupil cost shall be equal to the total budget for special education, (to include the General Fund special education and related specialized services expenditures plus special education transportation expenditures) less any categorical special education revenue received by the District, less the proportionate share of any categorical transportation revenue received by the District, less the District expenditures for mild/moderate teachers, divided by the total number of students enrolled in the District, times one plus the District’s state-certified indirect cost rate. Charges to the School may be withheld from the funding provided to the School pursuant to Section 8.1.A. For the 2011-2012 school year, the per-pupil cost using the above methodology is $582. The per-pupil cost shall be revised annually based on the above methodology.

**Purchased Services** Typical purchased services may include the student information system, payroll, accounting, staff development, maintenance, legal services, and ESL. Purchased service agreements are offered for one year and renewed annually.