Charter School Application

for the

Snowy Range Academy

Submitted by:

Snowy Range Academy, Inc., a Wyoming nonprofit corporation based in Laramie, Wyoming

Submitted to:

Albany County School District No. 1, a body corporate and political subdivision organized pursuant to Wyoming Statutes § 21-3-101 et. seq.

Submitted:

October 29, 2001
## Table of Contents

**Part 1: Information required by Wyoming Statute §21-3-307(a)(1-21)**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>2.0</td>
<td>MISSION STATEMENT</td>
<td>5</td>
</tr>
<tr>
<td>3.0</td>
<td>DESCRIPTION OF THE EDUCATIONAL PROGRAM</td>
<td>6</td>
</tr>
<tr>
<td>4.0</td>
<td>MEASURABLE PUPIL OUTCOMES &amp; ASSESSMENT</td>
<td>10</td>
</tr>
<tr>
<td>5.0</td>
<td>GOVERNANCE &amp; OPERATION</td>
<td>14</td>
</tr>
<tr>
<td>6.0</td>
<td>EMPLOYEE RELATIONS</td>
<td>19</td>
</tr>
<tr>
<td>7.0</td>
<td>HEALTH &amp; SAFETY</td>
<td>24</td>
</tr>
<tr>
<td>8.0</td>
<td>ADMISSION REQUIREMENT</td>
<td>26</td>
</tr>
<tr>
<td>9.0</td>
<td>EVIDENCE OF SOUND ECONOMIC PLAN, PROPOSED BUDGET FOR TERM OF CHARTER,</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>PROVISION FOR ANNUAL AUDIT, DISPLACEMENT PLAN</td>
<td></td>
</tr>
<tr>
<td>10.0</td>
<td>SUSPENSION &amp; EXPULSION POLICY</td>
<td>32</td>
</tr>
<tr>
<td>11.0</td>
<td>MINIMUM ENROLLMENT REQUIREMENTS</td>
<td>33</td>
</tr>
<tr>
<td>12.0</td>
<td>EVIDENCE OF SUPPORT</td>
<td>34</td>
</tr>
<tr>
<td>13.0</td>
<td>LEGAL LIABILITY AND INSURANCE COVERAGE</td>
<td>35</td>
</tr>
<tr>
<td>14.0</td>
<td>TRANSPORTATION</td>
<td>36</td>
</tr>
</tbody>
</table>
Appendices

Part 2: Supplement that expands upon the information contained in Part 1.

APPENDIX A: STEERING COMMITTEE MEMBERS
APPENDIX B: ACCOUNTABILITY PLAN EXECUTIVE SUMMARY
APPENDIX C: SNOWY RANGE ACADEMY BY-LAWS
APPENDIX D: WAIVERS
APPENDIX E: BUDGET
APPENDIX F: CHARTER SCHOOL ACT
APPENDIX G: ARTICLES OF INCORPORATION
APPENDIX H: FACILITIES
APPENDIX I: DRAFT CONTRACT
APPENDIX J: CURRICULUM ALIGNMENT WITH STATE STANDARDS AND BENCHMARKS
APPENDIX K: HISTORICAL RECORDS OF SUPPORT
Section 1.0
Introduction

1.1 General

The Snowy Range Academy Steering Committee is pleased to submit this charter school application to the Board of Trustees of Albany County School District Number 1. The School Board is familiar with the goal of the supporters of the Snowy Range Academy: to establish an academically focused Core Knowledge school as a public school option within the School District. Despite support by prior School Boards, efforts to establish a Core Knowledge school as a school of choice to be operated by the School District were not successful due to lack of public funding. The Snowy Range Academy Steering Committee turned to the Charter Schools Statutes as a way to form a nonprofit corporation to operate a Core Knowledge charter school within the District, which could then seek outside funding to make the new school financially feasible for the District. After preparing an initial charter proposal last winter, the Steering Committee decided to delay an official proposal in order to await legislative revisions to the Charter Schools Statutes. With the passing of Wyoming’s new Charter Schools legislation earlier this year¹, the Steering Committee and the supporters of a Core Knowledge school look forward to working with the Board to make Wyoming’s first charter school a reality, and to provide Albany County’s families with a new and valuable option in public education.

The Steering Committee requests approval to establish a public charter school to be operated by Snowy Range Academy, Inc., within Albany County School District Number 1. The Charter Application is for an initial five-year term to begin upon opening of the Charter School. In order to provide sufficient time to acquire necessary funding for securing or otherwise finalizing arrangements for facilities or equipment necessary for the operation of the proposed Charter School, the Academy seeks approval under this Application to open the Charter School no earlier than the 2002-03 academic year, and no later than the 2004-5 academic year.

This Application is divided into two parts. Part One consists of information required by Wyoming Statutes Title 21, Article 3, Sections 301 through 314. Part Two consists of the appendices which supplement and expand the information contained in Part One.

1.2 Definitions and Rules of Construction

For purposes of this Application, the following terms will have the respective meanings set forth below:

“Academy” or “SRA” means the Snowy Range Academy, Inc., a nonprofit corporation organized pursuant to the Wyoming Nonprofit Corporation Act.


¹ See W.S. 21-3-301 et. seq., which statutes are found at Appendix F.
“Applicant” or “Steering Committee” means the Snowy Range Academy Steering Committee, which includes those persons identified in Appendix A.

“Application” means this Charter Application as amended prior to its approval by the School Board.

“Board of Directors” or “Academy Directors” means the duly elected Board of Directors and governing body of the Academy that is responsible for administering and governing the Charter School.

“Charter” means the approved Charter Application and the Contract executed by the District and the Academy.

“Charter School Act” means Wyoming Statutes Sections 21-3-301 through 21-3-401.

“Contract” means the final contract executed by both the Academy and the School District following the approval by the School District of the Academy’s Application. The Contract will reflect all agreements between the District and the Academy that are not included in the Application. A draft Contract is submitted at Appendix I.

“District” or “School District” means Albany County School District Number 1, a body corporate and political subdivision of the State of Wyoming, organized pursuant to Wyoming Statutes §§ 21-3-101 et. seq., which operates a unified school district within Albany County, State of Wyoming.

“Founding Members” means those members who can demonstrate that they have donated at least 100 hours of time for the establishment of the Charter School. The 100 hours shall have been donated prior to the time the Charter School is opened.

“Members” means the parents or legal guardians of any child enrolled in the Charter School and the Charter School faculty, staff and administration.

“Snowy Range Academy” or “Charter School” means the Core Knowledge school to be operated pursuant to this Application within the School District. By law the Charter School is a public school and governmental entity.

“School Board” means the duly elected Board of Trustees of the School District.

“State Board” means the duly appointed Wyoming State Board of Education.

The following rules of construction shall apply throughout this Application: (1) Words in the plural form include the singular and words in the singular form include the plural; and (2) Words in the masculine gender include the feminine and neuter genders.
1.3 Relationship and Roles of the SRA Board and the District Board

By law the Charter School is to be administered and governed by the Academy’s Board of Directors in a manner agreed to by the Charter. The Academy’s Directors are responsible for keeping the School Board and its administrative staff fully advised of the operations and activities of the Charter School. The Academy’s Directors may delegate these responsibilities to its administrative staff, provided that the Academy’s Directors shall remain ultimately responsible for accountability to the School Board.

The School Board’s role is to oversee the Academy’s Directors to insure that the Charter School operates in compliance with the Charter. The District shall have the right and authority to direct the Academy’s Board to take any and all actions necessary to cause the Charter School to operate in accordance with the terms and conditions of the Charter. The District may delegate its oversight responsibilities to its administrative staff, provided that the Academy’s Directors shall have the right to request that the School Board review any directive of the District’s administrative staff with which it disagrees.

1.4 Charter Application Writing Committee

The names of the persons making up the Steering Committee of the Academy are set forth in Appendix A. Any questions about this Application may be directed to:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Home Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Margarita Rovani</td>
<td>5635 Sunset Dr. (82070)</td>
<td>742-6515</td>
<td><a href="mailto:Snowyrangeacademy@yahoo.com">Snowyrangeacademy@yahoo.com</a></td>
</tr>
<tr>
<td>Sarah Strauss</td>
<td>721-9887</td>
<td></td>
<td><a href="mailto:Snowyrangeacademy@yahoo.com">Snowyrangeacademy@yahoo.com</a></td>
</tr>
<tr>
<td>Lin Poyer</td>
<td>2123 Sheridan (82070)</td>
<td>721-9443</td>
<td><a href="mailto:Snowyrangeacademy@yahoo.com">Snowyrangeacademy@yahoo.com</a></td>
</tr>
<tr>
<td>Marjorie Daley</td>
<td>1315 Mill St. (82072)</td>
<td></td>
<td><a href="mailto:Snowyrangeacademy@yahoo.com">Snowyrangeacademy@yahoo.com</a></td>
</tr>
</tbody>
</table>
1.5 Acknowledgements

The Snowy Range Academy Steering Committee would like to thank the following consultants who have assisted in this application process:

- Brian Anderson, Colorado Business and Accountability Services
- Denise Mund, Charter Schools Consultant, Colorado Department of Education
- Jim Griffen, Colorado League of Charter Schools
- Phil Nicholas, Anthony, Nicholas, Tangeman & Yates, LLC

Special thanks go to:

- Senator Irene Devin, Chairman of the Senate Education Committee, for her effort resulting in the Wyoming Legislature’s adoption of the Charter School Act; and

- The Walton Family Foundation for its financial assistance.
Section 2.0
Mission Statement

The mission of the Snowy Range Academy is to offer an academically rigorous, content-rich integrated educational program grounded in a common foundation and sequence of study. The Snowy Range Academy will provide excellence and fairness in education by operating according to policies based on values of inclusiveness, personal responsibility, honesty, self-reliance, and courtesy.

Snowy Range Academy recognizes the leadership of teachers in the classroom, and will develop a school structure emphasizing how students, parents, administrators, and other relevant parties can support the teachers in their delivery of academic content. Within the context of the goals listed here, the Snowy Range Academy will endeavor to instruct students in skills that they can use for the rest of their lives. The result will be a student body that has attained high levels of academic competence, comprised of individuals who are motivated to continue to develop their knowledge and skills.
Section 3.0
Description of the Educational Program
W.S.§ 21-3-307(a)(1)

3.1 Curriculum & Educational Philosophy

3.1A Core Knowledge

The Academy will use the Core Knowledge Foundation’s Curriculum Sequence as the framework of the Charter School’s curriculum. The Charter School’s educational program is designed to prepare K-8 students for a diverse and multicultural world. Core Knowledge is an integrated curriculum (see www.coreknowledge.org) that offers teachers a graded sequence in literature, the arts, geography, history, social studies, and science, as well as consistency across all classrooms. It does not specify how teachers teach, but gives a “common ground of content upon which faculty meet and collaborate to begin teaching a coherent, content-rich curriculum.” Teachers can use the resources of the Core Knowledge Foundation to inspire their own classroom materials and methods to cover the target content areas for their grade level. Topics in each grade build directly on what was learned in previous grades, allowing for cross-grade teacher collaboration on specific topics. Early research shows that Core Knowledge curriculum boosts standardized test scores and also increases teacher enthusiasm and parent satisfaction. It has been recognized for improving students’ general knowledge, integrating an understanding of diversity into the curriculum, and bringing children of disadvantaged backgrounds into the mainstream of cultural knowledge. At the higher grade levels, teachers and parents work together to adopt and design a curriculum that includes challenging study of science, history, social science, the fine arts, and the classics.

3.1B Spalding Method Language Arts:

The Spalding Method Language Arts program will be used at the Charter School beginning in Kindergarten and, by scheduling all reading classes at the same time each day, allowing those students who are able to move ahead more quickly the opportunity to do so. The Spalding Method provides “explicit, sequential, multisensory instruction in spelling (including phonics and handwriting), writing, and listening/reading comprehension” (www.spalding.org). Spalding begins with phonics and spelling rules as students learn the “encoding” and “decoding” of English, and then moves rapidly to introduce children to creative writing and literature. Our investigation of Spalding suggests that it is the best and most cost-effective research-based systematic phonics instruction program. Spalding integrates instruction in spelling, writing, comprehension, and literature. At the higher-grade levels, emphasis shifts to the student of literature, writing, and advanced reading, study, and comprehension skills. The Spalding Method is also attractive because of its effective teacher training and low classroom cost (estimated at $10/pupil/year).
Since the time that this application was initially prepared, the Core Knowledge Curriculum Sequence had expanded its program to include curriculum for language arts. The Academy will fully investigate the expanded program and if satisfied that the new program is superior may adopt the new Core Knowledge Curriculum Sequence curriculum for language arts.

3.1C Saxon Math:

An enhanced version of the Saxon program will be used at the Charter School, beginning the sequence in Kindergarten and, by scheduling all math classes at the same time each day, allowing those students who are able to move ahead more quickly the opportunity to do so. The Saxon philosophy believes that “people learn by doing” (www.saxonpub.com). The two most important aspects of the Saxon program are the “incremental development of mathematics and continuous practice.” Mathematical concepts are divided into small, easily understood pieces that are taught over several lessons—hence incremental development. These concepts are then practiced continuously over time and reviewed throughout the school year. Many of the skills in mathematics take a long time to develop. With Saxon, students are given the opportunity to develop and to master these skills with the practice provided in the problem sets. Each problem set contains only a few problems illustrating the increment presented in that lesson. The remaining problems, which become increasingly difficult as the year progresses, provide practice of the concepts previously presented. The Saxon series is long recognized as the best in math curriculum, and has already been adopted by the District. See Appendix J for SRA curriculum alignment with State standards and benchmarks.

Since the time that this application was initially prepared, the Core Knowledge Curriculum Sequence has expanded its program to include a curriculum for math. The Academy will fully investigate the expanded program and if satisfied that the new program is superior may adopt the new Core Knowledge Curriculum Sequence math curriculum.

3.1D Learning styles

Compelling evidence suggests that students absorb material in a variety of ways. Therefore, many methods of instruction will be employed by the Snowy Range Academy. Although the Charter School will favor direct instruction more so than do the current schools in Albany County, it will also include group instruction, multi-age grouping, cooperative learning, hands-on learning, reading for information, and individualized instruction.

3.1E Discipline

The Charter School will emphasize respect among students, teachers and staff, consideration for others, and friendliness. The Charter School will have clear expectations, shared with teachers, parents, and students, about appropriate behavior. A character-education program emphasizing core qualities such as honesty, self-reliance, and courtesy (to be reviewed and evaluated by the entire charter school community) will be integrated into everyday school life, rather than taught as a separate unit of instruction. The discipline model adopted will address inappropriate behavior with nurturing and support for the child. The key goal of the Snowy Range Academy’s disciplinary system is to relieve classroom teachers from the obligation to turn aside from the
work of teaching in order to deal with a student who is not ready to learn at that time—and, simultaneously, to free other students from distraction so they are more able to concentrate on their own work.

3.2 Student Body

The target audience for the Snowy Range Academy includes any student who chooses to participate in an academically focused educational program that emphasizes the Core Knowledge sequence, direct instruction, and an explicit code of behavioral conduct. In order to acquire the kind of education needed to excel in the 21st century, Snowy Range Academy students will achieve a strong command of basic skills, a well-rounded understanding of the diverse world in which they live, and a behavioral code which will ensure mutual respect in future work and personal situations.

3.2A Statement of Open Access

The Charter School will be a public, nonsectarian, nonreligious, nonhome-based school, which operates within the School District. The Charter School will not charge for tuition. No Charter School students will be discriminated against on the basis of ethnicity, national origin, disability, or gender. Admission to the Charter School will not be determined by place of residence of student or parents, or academic abilities or achievements, including minimum test scores or IQ scores. The Charter School will follow all Federal, State, and local laws regarding access and programming for students with special needs.

Wyoming Statutes prohibit the Board from requiring any student to attend the Charter School. Students must choose to attend the Charter School, and any student wishing to leave the Charter School may pursue an inter-district transfer in accordance with existing enrollment and transfer policies of the District.

3.2B Parental Involvement

The Academy will encourage parents to accept a significant role in their children’s education, and take responsibility for their children’s development beyond the classroom. Although parents often hold teachers accountable for what their children learn, the Academy will also hold parents responsible for their children’s behavior and attention to learning.

The proposed curriculum for the Charter School provides tremendous opportunities for children to learn as much as they can; parents will be responsible for keeping up with what their children are doing in school, and attending parent training sessions as well as parent-teacher conferences. Despite the emphasis on parent involvement, no formal requirement of hours or volunteer commitment will be required of parents. The Academy will work with families to ensure that children of working parents, low-income or non-English speaking parents, single parents, or any other family that has temporary or ongoing difficulty with active involvement, are able to take full advantage of the school’s offerings.
A vital element of the Charter School is the involvement of parents not only in supporting roles, but also as members of the Board of Directors who are engaged in key decision-making activities: choosing and reviewing curricula, setting school schedules, planning after-school activities, and modifying disciplinary or other policies as needed. The school will depend on strong and consistent parental support for the work of its teachers, staff and administrators. That support will be given willingly in the context of a board of directors structure that includes and empowers parents.

While the foregoing represents the policy of the Academy, failure of a parent to participate will not be a basis for expulsion of a student.
Section 4.0
Measurable Pupil Outcomes & Assessment
W.S.§ 21-3-307(a)(2) & (3)

The Snowy Range Academy’s curriculum will fulfill all state standards and benchmarks. The Academy is committed to continuous improvement. Performance measures and programmatic assessments will be conducted according to a regular schedule, with the goal of identifying clearly where self-improvement or growth is most essential.

4.1 Baselines {W.S. § 21-3-307 (a)(2)}

Baseline measures will be determined for incoming students. These include all students' past scores from their previous schools, and may also include the administration of a pre-test. Remedial work may be suggested for the summer prior to enrollment for those students who are identified as being deficient, or school-year tutorial work may be recommended. This is particularly important for achieving the goals of the sequential Core Knowledge program. However, failure of a student to complete a recommended summer program will not be a basis for expulsion.

The mean test scores for the incoming classes and the scores from the end of the first year of the Charter School’s operation will be tabulated in each subject area, cross-referenced by race/ethnic guidelines and gender. This will establish the baseline for the Charter School’s performance. Each year following the first year of operation, the Accountability/Advisory Committee of the Academy will prepare a report measuring progress from these baselines, so that the District will be able to compare the performance of the Snowy Range Academy with the prior rates of progress in previous schools; and compare scores to goals in the charter.

On a case by case basis, students with Individualized Education Plans (IEP) may be exempted from the standards. Standards relevant to individual situations will be adopted in their place. Such exemptions will become part of the information exchanged with the District and be included in all annual accountability reports.

The Academy shall adopt goals that meet or exceed goals adopted by the District. The ultimate goal of the Academy shall be to have the average scores for those students who have attended the Charter School for a minimum of three years to be in the proficient or advanced levels in reading, writing, and math. The Academy’s goal is to push all students to their own capacity of achievement.

4.2 Assessment {W.S. § 21-3-307(a)(3)}

The Academy will comply with and satisfy any and all assessment and accountability obligations required by all other schools within the School District, including but not limited to:

1. All district and state assessment requirements;
2. All district and state accreditation requirements;
3. All other accountability requirements; and
4. All other state standard benchmarks.

In addition to the foregoing, the Academy will adopt and implement the relevant parts of the Colorado League of Charter Schools Accountability Plan to measure accountability for any unique aspects of the Charter School. The Academy will conduct informal assessments, and formal and state assessments as described below.

4.2A Informal assessment

Schoolwork that students bring home provides some of the best informal assessment of pupil performance for students and parents. The regular homework assignments, beginning daily in first grade, provide opportunities for students to demonstrate good work habits, mastery of knowledge, and improvement over time.

Failure of a student to complete regular homework assignments will not be a basis for expulsion.

4.2B Formal assessment.

The Academy will perform the following assessments:

- Tests and demonstrations. The Academy will conduct educational assessments of all students that are consistent with the Standards and Benchmarks of the State of Wyoming and the School District. Student understanding of each subject will be demonstrated by oral examination, written examinations, writing samples, criterion reference tests or other assessments of the knowledge gained and methods used to impart it. Standardized tests (beyond the State requirements) may be used for other purposes, as determined by the Board of Directors in consultation with teachers, parents, and students. To assess the Core Knowledge curriculum the Academy staff will develop assessments based on Core Knowledge standards. Those assessments will be administered on a schedule to be determined by the Charter School staff.

- Written progress reports on a bi-semester basis. Traditional grades A-F will be used along with a written evaluation of each student’s progress. In order to move to the next grade, students will need to demonstrate mastery of the current year’s curriculum as determined by the teachers.

- Regularly scheduled parent-teacher conferences.

4.2C. State Assessments

The Academy will administer the following standardized tests:

- Terranova standardized, norm-referenced achievement tests (1-10).
- WyCAS testing in grades 4 and 8.
On a case by case basis, students with Individualized Education Plans (IEP) may be exempted from the standards. Standards relevant to individual situations will be adopted in their place. Such exemptions will become part of the information exchanged with the District and be included in all reports.

4.3 Procedures for Corrective Action

As a part of ongoing instruction, teachers will identify any student who begins to fall below accepted levels of achievement. Once a student is identified as beginning to fail the following process will be initiated to remedy the problem:

The teacher will assess the problem and begin a remedial program that will include, but not be limited to, additional instructional time with the teacher or an aide, labs, at-home or after schoolwork. If achievement has not improved, the Academy will follow District policy, as described in Chapter XI of the ACSD#1 Policies. A Building Intervention Team will be established by the Academy to direct, evaluate, and document pre-referral intervention efforts for children referred to the team. As provided in ACSD#1 Policies, interventions in regular education programs will include, but are not restricted to: remedial instruction, curriculum modifications, changes in instructional methodology, behavior management programs, short term counseling interventions, peer tutoring and changes in teacher(s), school or schedule.

4.4 Accountability Plan

The Colorado League of Charter Schools Accountability Plan facilitates common understanding from both districts and charter schools on how the Charter School will be held accountable, and in particular how the charter renewal will be evaluated and determined. This plan provides charter schools and districts with a process and criteria for accountability that clarifies what is expected each year of the first five years of a school’s charter. Unless otherwise agreed to with the District, SRA will follow those parts of the Colorado League of Charter School’s Accountability Plan that reasonably apply to SRA, which shall include the following:

- Year One: Internal review around “Critical Questions”, goal setting, and governance and administrative review.
- Year Two: Self-study.
- Year Three: Site visit by external team.
- Year Four: Reaction report.
- Year Five: Visit by two members of the Year Three Visiting Team, and their follow-up report.

An Accountability/Advisory Committee will be formed in the Charter School’s first year. This Committee will prepare an Annual Report satisfying the District’s reporting obligations to the State Board and the Wyoming Department of Education. The Academy will prepare its first School Improvement Plan upon completing the first and all subsequent years. The first year School Improvement Plan will include measurable goals for Year Two.
Long term specific and measurable goals will be articulated by the fall of year two. During the year of the SRA’s charter renewal, the Academy will develop its renewal application, which will include:

- Year Two Self-study
- Year Three Site Visit Report
- Year Four Reaction Report
- Year Five Follow-up Report

The Academy shall not be required to complete any part of the Colorado League of Charter School’s Accountability Plan to the extent that it would be duplicative of any other accounting it is required to provide under its Charter.

See Appendix B for more information on the Colorado League of Charter School’s Accountability Plan.
Section 5.0
Governance & Operation
W.S. §21-3-307(a)(4)

5.1 Board of Directors

5.1A Number of Directors; Manner of Selection; Vacancies

The Charter School shall be administered and governed by the Board of Directors of the Academy.

Prior to the opening of the Charter School, the Board of Directors shall consist of 5 members appointed by the Steering Committee no later than 60 days following the approval of the Application. Three of the members shall serve a two-year term and two shall serve a one-year term.

After the Charter School opens, the Board of Directors shall be expanded to a total of nine members, seven of which shall be voting members. The Board of Directors will include 5 parents of enrolled students, 2 community members, the Charter School Principal and one teacher. The Principal and teacher members shall serve as non-voting members of the Board. Community members serving on the Board may not have children enrolled at the Charter School.

The initial Board of Directors will be selected by the Steering Committee. Once the Charter School opens, all subsequent Directors will be elected by the Members.

The Chairman, Vice Chairman, Secretary, and Treasurer shall be selected by the Board of Directors from its membership. No Director may hold more than one of these offices concurrently. The Principal and teacher may not serve as officers of the Academy.

In order to establish a director service rotation, two parent members and one community member will be selected for an initial one-year term, and three parent members and one community member will be selected for an initial two-year term. Thereafter all terms of Directors shall be for two years. Elections to fill any vacancies will be held each April at the annual meeting of the Members. Each family unit will have one vote for each Director’s vacancy.

In the event of a vacancy during the unexpired term of a Directorship, a nominating committee shall be appointed by the Board to solicit and recommend to the Directors a candidate to fill the remaining term of the vacating Director. The director candidate shall be approved and appointed by a majority vote of the Directors then in office. In the event that the Board fails to approve a director candidate, the nominating process shall be repeated until the vacancy is filled.

5.1B Operation of the Board

The Board of Directors will meet at least once a month to review the Charter School’s operations, receive reports from Board Members and the Charter School Principal, consider and
adopt policies, consider requests and concerns from parents, students, and teachers, and to perform other duties and functions of the Directors.

A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business of the Charter School. No action of the Board of Directors shall be valid unless approved by a majority of the voting members of the Board of Directors.

5.2 Miscellaneous Operational Issues

5.2A Operational Powers.

The Academy’s Board of Directors shall be responsible for the Charter School’s operations within the limitation of any funding provided by the School District and other revenues derived by the Academy consistent with law, and shall have authority to independently exercise, also consistent with Federal and State law, the following powers (including such other powers as provided for elsewhere in this Charter): Contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease facilities for Charter School purposes; purchase, lease or rent furniture, equipment and supplies; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Charter.

In exercising these powers, the Academy shall comply with all applicable District policies unless a specific waiver is obtained. The Academy shall furnish to the School District copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by the Academy’s Board of Directors. See Appendix C for the Snowy Range Academy’s By-laws.

The School District shall be given written notice of all accepted gifts, donations and grants, and any conditions thereof, within seven (7) school days of receipt by the Academy.

5.2B Annual Reports

The Board of Directors shall be responsible for submitting annual reports required for the Charter School to the District. These reports shall include a written revenue and expenditure report with comparison to the budget, and a written report concerning its operations, including without limitation, progress made toward its educational goals and objectives, policy development issues, student attendance and student discipline information, and personnel matters.

5.2C Dissolution

In the event the Charter School should cease operations for whatever reason, including the non-renewal or revocation of its Charter, any assets of the Academy and the Charter School purchased with public funds shall become the property of the School District. All other Academy and Charter School assets will be disposed of as provided in the Academy’s Articles of Incorporation.
5.2D Non-Religious, Nonsectarian Status

The Academy agrees that it shall operate, in all respects, as a non-sectarian, non-religious public school. The Academy shall not be affiliated with any nonpublic or sectarian school or religious organization.

5.2E Commitment to Nondiscrimination

The Academy shall comply with all applicable Federal, State, and local laws, rules and regulations, regarding non-discrimination. Without limitation, the Academy will not discriminate on the basis of disability, age, race, creed, color, gender, national origin, religion, ancestry or need for special education services.

5.2F Accountability

The Snowy Range Academy shall operate under the auspices of, and be accountable to, the School Board and subject to all School District policies and regulations unless specifically waived by the School Board.

5.2G Open Meeting Law

The Board of Directors of the Academy acknowledge and agree that its meetings are subject to the provisions of the Wyoming Open Meeting Law, and that the Board of Directors will comply with the provisions of such law in connection with all of its activities.

5.3 Waivers from District and State Policies

5.3A General

The relevant language of Wyoming’s Charter School Act regarding waivers from state and local policies and regulations provides as follows:

Pursuant to contract, a charter school may operate free from specified school district policies and state regulations. Pursuant to contract, a school district may waive locally imposed school district requirements, without seeking approval of the state board. The state board may waive state statutory requirements or rules promulgated by the state board, except that the state board shall not waive any statute or rule relating to the assessments or standards required to be administered. Upon request of the charter applicant, the state board shall provide summaries of such regulations and policies to use in preparing a charter school application. The department of education shall prepare the summary of state regulations within existing appropriations. Any waiver of state or local school district regulations made pursuant to this subsection shall be for the term of the charter for which the waiver is made, except that a waiver of state statutes or regulations by the state board shall be subject to review every two (2) years and may be revoked if the
waiver is deemed no longer necessary by the state board. (See, W.S. § 21-3-304(g).)

The contract between the charter school and the school district shall reflect all approved requests for release of the charter school from state statutes and regulations. Within ten (10) days after the contract is approved by the school district, any request for release from state statutes and regulations shall be delivered by the school district to the state board. Within forty-five (45) days after a request for release is received by the state board, the state board shall either grant or deny the request. If the state board grants the request, it may orally notify the school district and the charter school of its decision. If the state board denies the request, it shall notify the school district and the charter school in writing that the request is denied and specify the reasons for denial. If the school district and the charter school do not receive notice of the state board's decision within forty-five (45) days after submittal of the request for release, the request shall be deemed granted. If the state board denies a request for release that includes multiple state statutes or regulations, the denial shall specify the state statutes and regulations for which the release is denied, and the denial shall apply only to those state statutes and regulations so specified. (See W.S. § 21-3-305(c).)

Pursuant to the foregoing statutes, the Academy will request release from certain State Board regulations and School District policies and regulations. The Academy will request the School Board to submit a joint request with the Academy to the State Board for the releases from State regulations.

The School District and the Charter School are the only entities affected by the waivers. Since the Charter School has no employees at this time, no rights of any administrators, teachers or staff will be affected. Any employees hired will accept employment based on full knowledge of the Charter School’s practices, policies and procedures, and any waivers that have been granted.

The Charter School Act permits charter schools to operate free from specified state and local rules and regulations in order to effect innovative educational reform. The goal of the Academy is to provide excellence in education for all its students and to enhance the educational opportunities that are available within the School District. The Academy’s goals and objectives are to challenge students to high levels of academic performance through a core curriculum, innovative learning models and support for diverse learning styles, interests and needs. By setting individual goals for students that complement the Academy’s goals, student interest, learning and achievement levels are expected to increase, thereby improving attendance and graduation rates.

Each waiver request is designated as “Substantive” or “Delegation.” The Academy requests that it be permitted to operate free from those statutes identified in the waiver requests as “Substantive.” The Academy intends to comply with those waiver requests identified as “Delegation,” but request that all power and responsibility for doing so be delegated from the School Board and the State Board to the Snowy Range Academy.
The waivers outlined in Appendix D are requested with the understanding that, even if granted, the Academy will be subject to limitations on its authority by virtue of the Contract with the School District, which will remain in full force and effect. Delegation waivers will be requested from the State Board only to the extent that delegations made in the Contract with the School District would be deemed to be impermissible without such waivers.

The Academy anticipates that as it develops, the need for additional waivers may become apparent. The Academy therefore reserves the right to submit additional requests for waivers of the School District’s regulations and policies and the Wyoming Statutes as becomes necessary.

5.3B Procedures for Making Waiver Requests

The Academy shall operate in compliance with all District policies and regulations and all applicable Federal, State and local laws, rules and regulations, unless specifically waived.

Waivers from specific District policies or regulations and State law may be requested by the Academy by submitting such a request, in writing, to the School District. The request shall include the reasons why the Academy is in need of or desires the waiver. Waivers of District policies and regulations may be granted only to the extent permitted by State law.

In the event the Academy requests a waiver of State Board policies, upon approval of the request by the School Board, the District agrees to jointly request such a waiver from the State Board.

5.3C Actions Pending Review of Applications

A preliminary list of waivers necessary for the operation of the Charter School is attached as Appendix D. Pending review of this Application, the Applicant will work with the District’s Administrative Staff to identify the District and State Department of Education policies for which the Academy will require waivers.

5.4 Parental, Teacher and Community Involvement

The Academy strongly encourages parental involvement in all aspects of school life, including: classroom support for teachers, helping teachers with projects, providing transportation for a school activities, writing grants, fund raising, or serving on a school committee. Parental involvement will be ensured through representation on the Board of Directors, committee participation, extensive volunteer program and multiple channels of communication (newsletters, website, annual meetings, etc.).

Teacher involvement will be ensured through representation on the Board of Directors, committee liaison, faculty meetings, and a school philosophy supporting teacher autonomy.

Community involvement will be ensured through community representation on the Board of Directors, committee participation, extensive volunteer programs, and multiple channels of communication.
Section 6.0  
Employee Relations  
W.S. § 21-3-307(a)(5), (10), (11), (17), (18), & (21)  

6.1 Qualifications of Employees (W.S. §21-3-307(a)(5))  

6.1A Principal  

The Principal will be chief administrator for the day-to-day operations of the Charter School, and will also serve as philosophical and instructional leader, promoting the mission of the Academy, as well as providing such other services as shall be assigned by the Board of Directors. 

In the initial years of the Charter School's existence, the Principal may also serve as a supplementary teacher only if such role will not prohibit his ability to fully perform his administrative duties.  

The Principal is accountable to and serves at the pleasure and direction of the Board of Directors. The Principal will be appointed by the Board of Directors and may be removed by a vote of the majority of the Board of Directors, with or without cause. The Principal is required to attend all Board of Directors meetings as an ex-officio member of the Directors.  

The ideal candidate for Principal will have experience in teaching or administration in a Core Knowledge school. The Principal should possess leadership and organizational abilities, and an educational vision consistent with the Academy's mission. The Principal should possess skills in hiring and supervising teachers and staff, working with students and their families, and in business management. Also desirable is knowledge of State and District educational standards and benchmarks, the curriculum and pedagogy outlined for the Charter School, and charter school law and operations. A Bachelor's degree is required as a minimum, with an advanced degree desirable. Administrative certification is encouraged but not required. The Principal must hold at least an emergency teaching credential or substitute teaching credential in order to be employed.  

6.1B. Teachers  

6.1B.1 Certification  

Except as specified herein, all teachers at the Charter School must be certified to teach in Wyoming to the extent required by Wyoming law (W.S. § 21-3-308(h)). Part-time teachers hired to teach Physical Education, Music, Art, and Foreign Language need not be certified. However, any non-certified teacher must demonstrate proficiency in the subject area they will be teaching.  

6.1B.2 Other Qualifications
Other qualifications which teachers at the Charter School must possess include: familiarity with or willingness to be trained in the Charter School's curriculum, pedagogy, and philosophy; commitment to academic excellence, especially in core subject areas; commitment to working with parents as educational partners; sensitivity to the emotional, social, and academic needs of students; and, willingness to plan and work cooperatively with other teachers, administrators, and staff.

6.1B.3 Application for Employment

Applicants for teaching positions must complete a formal application, furnish transcripts for college work and letters of reference, and complete an interview with the Board of Directors or its representatives.

All applicants for employment with the Charter School will be required to pass the same background checks required by other employees of the School District.

6.1B.4 Responsibilities

Teachers for all grades will be responsible for implementing and updating the Core Knowledge Sequence and other elements of the Academy curriculum, coordinating with classroom aides (paid and volunteer), maintaining student performance information, assigning appropriate additional or alternative studies to students either not meeting or exceeding attainment, keeping accurate records, maintaining work portfolios, establishing personal classroom procedures, ordering teaching materials, requesting and supervising parent volunteers, and reporting all education-related activities to the Principal.

6.1C Special Education and Child Advocacy

It is anticipated that due to the limited size of the Charter School, the Academy may have to rely on the School District to ensure appropriate special education services for Charter School students requiring an Individual Education Program (IEP). Because funding follows such students, and both the Academy and the District have a joint responsibility to see that they are provided services required by state and federal laws, it is anticipated that the Academy and the School District will have no difficulty cooperating in this area. The Academy will be responsible for providing child advocates for such students.

6.1D Classroom Paid and Volunteer Aides

Under the direction of the classroom teachers and the Principal, classroom paid and volunteer aides may assist in the following: implementing the curriculum, maintaining current attainment level information; reporting attainment levels below minimum or early attainment to the teacher; keeping accurate and concise records; assisting with work portfolios; following established classroom procedure; requesting teaching materials or supplementary education materials for the teacher; requesting and assisting parent volunteers; reporting all education-related activities to the teacher. All classroom aides must have a desire to work with an innovative educational
program and support the educational mission of the Academy, and they must possess the ability
to work with others.

6.1E Other Staff

The Academy may hire additional personnel to manage the day-to-day operations, including but
not limited to, a Business Manager, one or more administrative assistants, and a School nurse or
clinic aide. The Board of Directors will establish duties and qualifications for these positions.

6.2 Employment Policies {W.S. §21-3-307(a)(10), (17), & (18)}

Wyoming Statutes § 21-3-304(h) provides that a charter school shall be responsible for its own
personnel matters. The Academy’s Board of Directors will develop a written handbook of
personnel policies, based on the terms and conditions of its Charter which complies with Federal
and State laws. The Board of Directors will adopt policies governing hiring, promotion,
discipline and termination of personnel; methods and schedule for evaluating performance;
duties and responsibilities of employees; conditions of employment; compensation; leaves of
absence; and a plan for resolving employee-related problems, including grievance procedures.

The Academy will adopt personnel policies for its teachers which mirror the School District’s
PERSONNEL POLICIES found at Chapter VII of the ACSD#1 Policies. Any written contracts
of employment shall expressly provide, (1) that the right of the employee to continued
employment is dependent upon future funding of the Charter School, (2) an acknowledgment by
the employee that he is not an employee of the School District, (3) a statement that in no event
shall the District owe any responsibility to any employee of the Academy or Charter School, and
(4) a covenant of the employee agreeing to hold the School District harmless from any and all
acts of the Academy and agreeing not to sue the School District.

6.2A Compensation and Bonuses

The Academy is interested in hiring, retaining, and rewarding teachers who are proficient in their
subjects, effective contributors to the overall success and operation of the Academy, and strongly
committed to implementing the Academy's mission. The Academy will hire teachers and other
employees under terms that will be fully disclosed in any offers of employment. The Academy's
personnel policies and procedures will be freely available for review by all persons who apply to
work at the Academy. The Board of Directors will set initial salaries and benefits on an
individual basis and will conduct salary and benefits negotiation annually with individual
employees who are offered further employment. The Directors are not required to follow the
District's salary schedule.

It is the Academy's intent to use individual salary negotiations to reward the teachers and staff
who epitomize the ideals the Academy seeks to achieve. The Board of Directors may develop a
policy of bonuses or merit pay to achieve this goal. The Academy intends to pay salaries that are
competitive with market conditions.
6.2B Payroll

SRA shall be solely responsible for the payment of and all record keeping requirements associated with, the payroll of its employees.

Wyoming Statutes provide that the Academy may contract with the District to provide payroll services. The Academy has not yet determined whether to contract with the District for such services. In the event that the Academy desires to contract payroll services with the District, it will contact the District’s Superintendent to negotiate those services consistent with the requirements of Wyoming Statutes. In order to make its payroll easy to administer by the District in the event it becomes more economical to contract with the District, it is the Academy’s plan to adopt employment benefits that mirror those offered by the District to its own employees as outlined in the ACSD#1 Policies.

6.2C Benefits

Employees of the Academy will be offered only those benefits which have been properly budgeted for by SRA. Employee’s benefits shall be set forth in their individual employment contract.

To the extent possible, SRA intends to offer to employees benefits which mirror those benefits offered by the District to its employees, including health, dental, vision, and life insurance benefits consistent with the same eligibility requirements and benefits made available from time to time for other District employees.

SRA shall be solely responsible for the cost of all benefits offered to its employees. SRA may separately negotiate with the District and its benefit providers to provide and administer benefit programs on behalf of SRA.

6.2D Retirement and Social Security benefits (21-3-307(a)(x) and 21-3-311(b))

Faculty and staff of the SRA will participate in the Federal Social Security System and the Wyoming State Retirement System, the same as if they were employed by the School District. Faculty and staff who were employees of the District during the prior year will therefore retain continuity with existing retirement benefits, and new employees will participate in a similarly transferable system.

All Academy employees shall be members of the Wyoming State Retirement Association and subject to its requirements.

The Academy shall be solely responsible for the cost of all employer contributions to the retirement system.

6.2E State Department of Employment benefits
The Academy will pay for and be solely responsible for all employer wage contributions for unemployment compensation, and if applicable, workers’ compensation premiums, covering all of its employees.

6.2F Equal Opportunity Employer

The Academy will not discriminate against any employee on the basis of race, creed, color, national origin, age, gender, disability, sexual orientation, or any other basis prohibited by law in its recruitment, selection, training, utilization, termination or other employment related activities.

6.2G Employee Welfare and Safety

The Academy shall comply with all District policies and regulations and applicable Federal and State laws, concerning employee welfare, safety and health issues.

6.2H Employee Records

The Academy shall comply with all District policies and regulations, and applicable Federal and State laws, concerning the maintenance and disclosure of employee records.

6.2I Employee Conflicts of Interest

All Academy employees shall comply with the District’s policy and regulations and applicable state law, concerning employee actual and potential conflicts of interest. The Board of Directors shall promptly adopt written policies regarding conflicts of interest of Directors and all Academy employees which is at least as strict as those adopted by the School Board.

6.2J Employee Contracts

The Academy will require all employees to sign individual employment contracts. Employment contracts shall clearly specify that (1) the Academy is solely responsible for the payment of the SRA employee’s salary and benefits, and (2) SRA employees are not employees of the District and that the District is not responsible for paying any salary or benefits of the employee.

6.2K Evaluation of Personnel

The Academy's Board of Directors with the advice of its Principal shall be independently responsible for the supervision and evaluation of the Academy's teaching staff. The Academy's Board of Directors shall be solely responsible for evaluating the performance of the Academy's Principal.

The Principal will serve at the pleasure of the Board of Directors. The Board of Directors will conduct at least annually a formal evaluation of the Principal. The evaluation will address, among other matters, the academic success of the Academy's program, the Principal’s fiscal responsibility, ability to negotiate financial decisions, ability to negotiate personnel issues,
attention to SRA Board of Director’s directives, and overall management ability. Each member
of the Board will be required to complete an annual evaluation form for the Principal developed
by a subcommittee of the Board of Directors.

SRA will follow District probation and termination policies as set out in the ACSD#1 Policies.

6.3 Academy -District Employee Relations {W.S. § 21-3-307(a)(11) & (21)}

No District employee shall be required to work at the Academy. Rights of transfer within the
District do not apply to the Academy’s teachers. Any District employee interested in working for
the Academy will be considered for employment.

W.S. §21-3-313(a) provides that during the first year that a teacher employed by a school district
is employed by a charter school, the teacher shall be considered to be on a one- (1) year leave of
absence from the school district. The leave of absence shall commence on the first day of
services for the charter school. Upon the request of the teacher, the one- (1) year leave of
absence shall be renewed for up to two- (2) additional one- (1) year periods upon the mutual
agreement of the teacher and the school district. At the end of three- (3) years, the relationship
between the teacher and the school district shall be determined by the school district and the
district shall provide notice to the teacher of the relationship.

W.S.§21-3-313(b) provides that the employment status of school district employees employed
by the Charter School who seek to return to employment with non Charter Schools in the district
shall be negotiated and included in the Charter contract.

The District’s present leave policy complies with and satisfies the requirements of Wyoming
Law, and the rights, if any, of any District employee hired by SRA to return to the District shall
therefore be governed by and controlled by District policy.

Section 7.0
Health & Safety
W.S. § 21-3-307(a)(6)

The Snowy Range Academy will adopt and follow the same procedures currently adopted by the
District to ensure the health and safety of the Charter School’s staff and students. These include,
but are not limited to, fire safety, earthquake safety, immunizations, student abuse reporting, and
other emergencies. The Academy will follow District requirements for health services, including
compliance with State and Federal laws.
Unless otherwise agreed to in writing between the Academy and the District, the Academy will be solely responsible for all costs associated with causing its facilities to comply with all health and safety standards.

If the District receives additional State funding for health and safety matters based on student enrollment numbers that include the students enrolled in the Charter School, the Charter School shall be entitled to its pro-rata amount of any such funding.
Section 8.0
Admission Requirement
W.S. §21-3-307(a)(7)

The Snowy Range Academy will follow District policies on age and health requirements for admission. Students of the Snowy Range Academy must be eligible to attend school within Albany County School District Number 1.

The Academy will endeavor to achieve ethnic and racial balance commensurate with the constituency of the District as a whole, by conducting a thorough, bilingual public information effort to inform parents of all school-age children about the public charter school option. The Academy will make use of a variety of media as well as holding public informational meetings regarding the Charter School.

8.1 Age requirements

The following age requirements will apply to students applying for admission to the Charter School:

- Kindergarten-must be 5 years old on or before September 15 of that school year.
- 1st graders-must be 6 years old on or before Sept. 15 of that school year.
- A birth certificate or other legal documentary evidence of birth shall be required.

8.2 Grade requirements

The following criteria will be applied to place students admitted to the Charter School:

- All new students may be tested one month prior to the beginning of the school year for grade placement and base line measurements.
- Mid-year transfer students may be tested for grade placement and baseline measurements prior to the individual's first day of classes. Testing shall be done on a timely basis.
- Remedial work may be suggested for the summer prior to enrollment for those students who are identified as being deficient, or school-year tutorial work may be recommended.

8.3 Health requirements

The following health requirements will be applied to students admitted to the Charter School:

- All students will be required to show proof of immunizations required under Wyoming law.

8.4 Letter of intent

The following procedures will be applied for admission to the Charter School:

All parents/guardians must submit a letter of intent.

During the first year of operation, students will be accepted as follows:

- On a first-come first-enrolled basis, based on receipt of letter of intent, until the Charter School has reached its enrollment capacity; and
- After reaching its enrollment capacity, the Charter School will maintain a list of interested students, and a lottery will be used to choose students in the event that vacancies result for any reason.

After the first year of operation, students will be accepted as follows:

- Previously enrolled students will be accepted first;
- Siblings of enrolled students will be automatically enrolled;
- Students will thereafter be accepted on a first-come first-enrolled basis based on receipt of letter of intent to enroll until the Charter School has reached its enrollment capacity; and
- After reaching its enrollment capacity, the Charter School will maintain a list of interested students, and a lottery will be used to choose students in the event that vacancies result for any reason.

Pursuant to Federal Charter Law, 20 U.S.C. 8061 et. seq., 10% of total enrollment space will be reserved for children of Founding Members.

Preference will be given to children of faculty and staff members.
Section 9.0
Evidence of Sound Economic Plan, Proposed Budget for Term of Charter, Provision for Annual Audit, Displacement Plan
W.S. §21-3-307(a)(8), (14), (15), & (16)

Pursuant to W.S. §21-3-307(a)(14), the Academy’s Steering Committee submits the following evidence that the plan for the charter school is economically sound.

9.1 Budget {W.S. § 21-3-307(a)(14) & (15)}

The Academy’s budget for the term of the charter is found at Appendix E.

9.2 Revenue

9.2A District Support

The Charter Contract will determine the amount of State funding the Charter School is to receive from the District. The relevant language from W.S. 21-3-314 is as follows:

(c) As part of the charter school contract, the charter school and the school district shall agree on funding and any services to be provided by the school district to the charter school. The charter school and the school district shall begin discussions on the contract using the following revenue assumptions:

(i) The charter school shall be entitled to the benefit of ninety-five percent (95%) of the amount computed under the appropriate prototypical school model level specified under W.S. 21-13-309(m)(ii) for the average daily membership of the charter school, less:

(A) The amount by which the dollars per average daily membership is reduced for the transportation adjustment under W.S. 21-13-320(b) prior to the addition of the district's transportation adjustment under W.S. 21-13-320(b);

(B) The amount by which the dollars per average daily membership is reduced for the special education adjustment under W.S. 21-13-321(b)(i).

(ii) The charter school shall be entitled to the benefit of one hundred percent (100%) of the amount to be contributed to the school district under major maintenance payments pursuant to W.S. 21-15-109 based upon the proportion that the charter school educational building gross square footage contributes to the district educational building gross square footage.

(d) In addition to subsection (c) of this section, the charter school, at its discretion, may negotiate with the school district for funding under the adjustments to the appropriate prototypical school model levels under W.S. 21-13-309(n). The charter school may also contract with the school district for centralized services provided by the district including
custodial services, routine maintenance, curriculum, media services, libraries and federally required educational services such as special education.

(e) In lieu of subsections (c) and (d) of this section, the district and the charter school applicant may by mutual agreement fund the charter school through a specific budget for the charter school.

The amount of funding provided to the Academy from the District will be negotiated within the parameters of the foregoing statute.

Throughout this Section 9.0 the term “pro-rata” means the ratio that the number of students enrolled in the Charter School bears to the District’s total student population.

9.2B Calculating Average Daily Membership (ADM)

During the first year of this Charter, the District shall provide funding to the Academy in the amount agreed to in the Contract. As long as the Academy is not in material breach of the Charter, this funding will be made available to the Academy pro-rata as State funds become available to the District from the State.

The District may adjust the funding in the fourth or subsequent months of each year to reflect the actual student count as compared to the count used at the beginning of the school year. In addition, to the extent the District experiences any reductions or accretions in State support by legislative or other action, proportionate reductions or additions will be made to the Academy by adjustment or set off in subsequent months.

On or before April 1 of each year during the term of the Charter, the Academy and the District will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the District’s and the Academy’s budget development and adoption process.

If a student who has been included in the enrollment count of the District transfers to the Academy during the school year, the unallocated pro-rata portion of ADM funding for the student shall be allocated to the Academy. If a student withdraws from the Academy, the unallocated pro-rata share of funds shall be returned to or retained by the District.

9.2C Start Up Costs

The Academy and the District will negotiate any amounts, if any, to be included in the Charter as start-up costs to be transferred to the Academy prior to the beginning of the school year.

9.2D Federal Funds

All Federal funds from programs for which students of the Charter School are counted, or for which students of the Charter School are eligible, shall be made available pro-rata to the Academy by the District, whether or not the Academy has requested or has knowledge of such funds.
9.2E Endowments

All District-wide funds received from private endowments, gifts, donations, etc., shall be shared pro-rata with the Charter School, unless another basis is used for distribution, (such as all elementary school children or per elementary school). In such event, the Academy will receive the applicable pro-rated amount based on the defined method of distribution. Endowments specifically earmarked for a project or single school are exempt from this requirement.

Services to the District available at low, reduced or no cost shall be made available to the Charter School. The District agrees to provide information about such goods or services to the Charter School.

9.3 Payment of Salaries, Benefits and Contract Services

9.3A Payroll

The Academy will provide or contract for payroll functions similar to those provided by the District, including the preparation of W-2’s and other reports that are required by State or Federal law. The Academy may negotiate with the District to provide this service.

The Academy shall be responsible for certifying all payroll information to the District in compliance with timelines that allow for the sequential processing of all employees’ data and the preparation of payroll checks consistent with District requirements.

The Academy will pay or reimburse the School District, through appropriate fund transfer, for routine services, if any, provided by the District in the handling of payroll, data processing, business services, accounts payable, and purchasing.

9.3B Contract Purchasing

The Academy requests that if possible, it be permitted to purchase goods and services through the contracts in effect with the School District and its vendors. The Academy also requests that it be permitted to obtain and purchase goods and services when it is in the best interests of the Academy to do so, and to enter into purchasing contracts beyond those in place with the District.

9.3C Books, Software, and Library

Charter School students will receive full access to the District’s resources that are normally available to any other public school in the District. The District will make available films, books, software, reference materials, audiovisual and other equipment as is normally provided to other public schools.

The District will make library media materials available to the Charter School in the same manner as for other schools of the District. Any equipment or materials that are dedicated solely to the use by or at the Charter School will be purchased by the Academy from the District at cost.
9.3E Other Resources

The District will provide appropriate assistance to the Academy in the areas of finance, budgeting, insurance, administrative and instructional in-services and workshops to help ensure the most economical and sensible decision making in the utilization of the Academy’s funds.

9.4 Annual Audit of Finance and Administration {W.S. § 21-3-307(a)(8)}

The Academy agrees to maintain appropriate financial records in accordance with all applicable Federal, State, and local laws, rules, and regulations, and make such records available to the District as requested from time to time. The Academy agrees to engage and participate in an independent, outside audit by a certified public accountant of its financial and administrative operations on an annual basis. The results of the audit shall be provided to the District in written form within the statutory time limits required of the District and shall be published as required by law. Any cost associated with the audit shall be borne by the Academy.

9.5 Displacement Plan {W.S. § 21-3-307(a)(16)}

This provision of the law is not applicable to the Academy, because no pupils, teachers, or other employees will be displaced by the Academy’s operation. The applicant interprets this language to apply only to converted charter schools.
Section 10.0
Suspension & Expulsion Policy
W.S. §21-3-307(a)(9)

Suspension and expulsion proceedings of Charter School students will mirror current District policy, excepting only that they are to be administered by the SRA Principal and Board of Directors. The Academy will treat suspensions and expulsions of students by the School District the same as if they were suspended or expelled from the Charter School.

With regard to suspensions and expulsions, the Applicant suggests either that (1) the Board of Directors’ decision of suspension or expulsion be final, or (2) any review of a final decision to expel or suspend a Charter School student by the Board of Directors to the School Board be limited to a review of the Board of Director’s decision based upon the administrative record created by the Board of Directors. The School Board’s role shall be limited to remanding any action with which it disagrees to the SRA’s Board of Directors with instructions to reconsider based upon reasons which are to be fully explained by the School Board.
Section 11.0
Minimum Enrollment Requirements
W.S. § 21-3-307(a)(12)

The Applicant has established minimum enrollment figures for the most probable scenarios. Although the Applicant is requesting approval for Charter School for grades K-8, the full range of K-8 classes is not expected to be feasible in the first year of operation.

The Snowy Range Academy will most likely open the Charter School with grades K-4 in the first year, provided, however, if enough grade 5 and 6 enrollments are received for the first year of operation, the Academy will open and operate a joint 5/6 class. Thereafter, the Academy will add one grade level each year, until grades K-8 are reached. Additional classes will be added for each grade level as demand warrants and facilities and budget allow. The Academy’s Board of Directors shall advise the School Board of its ability and exact plans regarding the number of grades it plans to begin with no later than March 1st of the year in which the Academy will open.

11.1 Expected enrollment minimum for first year of operation:

The following enrollment is the minimum number of students that the Charter School will require to open:

- Grades K-4, one class each. With a total minimum first year enrollment for grades K-4 of 81 students.

11.2 Enrollment maximum first year of operation:

The following enrollment is the maximum number of students that the Charter School will allow during the first year of operation:

- Grades K-8, 2 classes each, with a target maximum student enrollment of 18 students per class in grade K-6, and 24 students per class in grades 7-8, for a combined School maximum of 348 students.

Pursuant to W.S. § 21-3-314(b), the Academy will provide the District with the names, grades, and school of current enrollment for all students who plan to enroll in the SRA no later than March 1 of the school year preceding the year in which the SRA plans to begin operation.
Section 12.0
Evidence of Support
W.S. § 21-3-307(a)(13)

The level of support for a Core Knowledge Charter School has been evident for many years. Members of the community have been searching for this alternative since at least 1998. The material attached at Appendix K demonstrates that an adequate number of parents, teachers, pupils or any combination thereof supports the formation of the Charter School.²

Appendix K contains historical records of support, with documentation dating back to the first letters and signatures obtained in support of the SRA.

² Wyoming Statutes § 21-3-308(a) provides that not later than thirty (30) days after receiving this Application for the Charter School, the District Board is to hold a public hearing on this Application, at which time the board shall consider the level of community and parental support for the Application.
Section 13.0
Legal Liability and Insurance Coverage
21-3-307(a)(19)

13.1 Insurance

SRA shall be responsible for securing appropriate insurance coverage, including errors and
omissions coverage, for the Charter School, its Board of Directors, employees, and school
activities. SRA will investigate and give preference to securing such insurance as an additional
named insured to the District’s insurance policy for property, general liability, and blanket
occupational accidents coverage and will be responsible for paying the amount for such
additional coverage in the event that this option is available and affordable. SRA reserves the
right to independently contract for equivalent insurance coverage.

13.2 Legal Liability

To the extent legally possible, the Academy will be full responsible for the legal liabilities of the
Charter School. The District will have no legal liability for the operation of the Charter School.
Section 14.0  
Transportation  
21-3-307(a)(20)

The Academy does not intend to provide transportation for its Charter School students, unless transportation can be provided by the District’s present plan. Applicant will discuss with the School Board whether it is feasible and convenient to include SRA pupils in the District’s transportation plan.

If SRA subsequently decides to provide transportation during the term of the Charter, SRA may contract for transportation with the School District through an amendment to the Charter. SRA is committed to providing equitable access to its program, and will do its best to facilitate voluntary arrangements for students having difficulty with transportation.
Section 15.0
Contracts

15.1 Term of Contracts

The Academy may contract for the provision of services and property subject to the following:

(i) The contract shall be executed in the same manner and subject to the same restrictions as contracts by the School District;
(ii) The Academy shall be subject to all competitive bidding laws which apply to the school district;
(iii) The contract shall not exceed funds available to the Academy; and
(iv) The contract shall not exceed the remaining length of operation for which the Charter school is approved by the School Board.

With the consent of the School District, the Academy may delegate the authority to negotiate a contract or execute a contract, or both, on a case by case basis, to the School District.

15.2 Language protecting the District

Any and all contracts executed by or on behalf of SRA shall include the following language:

The undersigned understands and agrees that this contract is solely with Snowy Range Academy, Inc., a Wyoming nonprofit corporation, and that it is not with Albany County School District Number 1. The undersigned covenants and agrees that it will not seek to enforce this agreement against Albany County School District Number 1. The undersigned further covenants not to sue Albany County School District Number 1 as a result of entering into this Contract.
Section 16.0
FACILITIES AND POTENTIAL EFFECTS OF THE CHARTER SCHOOL ON THE SCHOOL DISTRICT

16.1 Wyoming Statutes § 21-3-308(c)

Wyoming Statutes § 21-3-308(c) provides:

The district board shall require the applicant to provide information regarding the proposed operation and potential effects of the school, including but not limited to the facilities to be utilized by the school, the manner in which administrative services of the school are to be provided and a demonstration that the school is adequately insured for liability, including errors and omissions coverage, and that the school district is indemnified to the fullest extent possible. As authorized under subsection (a) of this section, the applicant may request the district board and the board may approve the charter application subject to specified conditions which provide the applicant sufficient time to acquire necessary funding for securing or otherwise finalizing arrangements for facilities or equipment necessary for the operation of the proposed school. In addition, the district board may upon request of the applicant and approval of the charter school application, make available for use by the charter school any district facility which is closed, not operational and otherwise feasible for use as an educational building as defined under W.S. 21-15-109(a)(ii).

The insurance issues are addressed above in Section 13.0 in response to the requirements of W.S. § 21-3-307(xix).

16.2 Potential effects of the Charter School

The potential effects of the Charter School on the School District and the community will be positive. The method of funding the Charter School is based upon the students attending the Charter School and therefore the School District will retain all funding associated with the students it continues to serve. The Wyoming Legislature allows the School District to double count the Charter School students during the first year of operation to further protect the School District from loss of funding resulting from students transferring to the Charter School.

The Academy will obtain outside funding in order to fund any amounts above and beyond the State funds available through the District.

The School District in cooperation with the University of Wyoming provides to Albany County students a Laboratory School that provides innovative curriculum and a student-centered learning program. That program has proven to be successful. The Charter School will offer families and students another option, a Core Knowledge program.
16.3 Facilities

Although Wyoming Statutes provide that the School District is to make available to the Charter School any district facility that is closed, there appear to be no suitable closed facilities at this time.

The Academy will be responsible for obtaining suitable facilities before opening. To be suitable, the facilities will have to comply with relevant federal, state and local laws. The Academy is pursuing options including the remodel of existing buildings located in Laramie, and the lease or purchase of modular facilities.

The Academy will not open unless no later than June 1st of the year it intends to open the Charter School it has made suitable arrangements for school facilities to be made available and completed at least one month before opening.