THIRD CHARTER SCHOOL RENEWAL CONTRACT

This Third Charter School Renewal Contract is dated as of the _____day of June, 2017, and is made and entered by and between the following parties:

Albany County School District Number 1, a body corporate and political subdivision of the State of Wyoming, organized pursuant to W.S. §§21-3-101 et seq., (School District), and

Snowy Range Academy, Inc., a Wyoming nonprofit corporation, based in Laramie, Wyoming (Academy or SRA),

both hereinafter referred to as the “Parties.”

I. RECITALS.

A. SRA is a Charter School in its fifteenth year of operation. SRA was first approved by the School District’s Board of Trustees (School Board) under the Charter Schools Act (W.S. § 21-3-301 et seq.) on December 12, 2001.

B. SRA’s charter was first renewed by the School Board for a five-year term on June 13, 2007 and subsequently renewed for a second five-year term on June 13, 2012.

C. This Renewal Contract represents the third five-year renewal of SRA’s charter, authorizing SRA’s operations for School Years 2017-2018 through 2021-2022.

The purpose of this Renewal Contract is to reflect the relationship between the parties as it has developed and changes in the applicable law over the fifteen years SRA has operated.

SRA’s third Renewal Application serves as the basis of this Renewal Contract and is incorporated by reference herein.

II. AGREEMENT.

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

1.00 Approval, Definitions, Introduction.

1.01 Approval. The School Board hereby approves SRA’s charter school renewal application for an additional five (5) year term, authorizing the operation of SRA for School Years 2017-2018 through 2021-2022 pursuant to the terms and requirements stated in this Renewal Contract.
1.02 Accountability. SRA shall remain a public school within the School District accountable to the School Board for purposes of ensuring compliance with applicable state and federal laws and this Renewal Contract. The School will continue to participate in the School District’s accountability process in accordance with District School Board policy. All records established and maintained in accordance with the provisions of this Contract, District School Board policy, and federal and state law shall be open to inspection by the School District.

1.03 Approved Waivers. SRA has previously developed its own policies and procedures, which required waivers from the School District in order to deviate from the School District’s rules and regulations as well as non-applicable State laws. The School District ratified all existing waivers upon which SRA’s current policies and procedures were developed and hereby approves the renewal of these existing waivers. Any future changes to SRA’s policies and procedures and additional requests for waivers are subject to School Board approval following the procedure set out in Section 5.08 below.

1.04 Public Records and Board Access to Records. SRA agrees to follow the requirements of Wyoming’s Administrative Procedure Act (W.S. § 16-3-101 et seq.) and Public Records Act (W.S. § 16-4-201 et seq.) in the manner in which those laws would apply to the School Board. All records established and maintained in accordance with the provisions of this Renewal Contract, School Board policy, and federal and state law shall be open to inspection by the School District.

1.05 Definitions. As used herein, the following words and phrases have the meanings ascribed to them:

“ACSD#1 Policies” means the By-laws and Policies of the Board of Education, ACSD#1, as revised.

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

“Charter” means the most current authorization granting Snowy Range Academy the authority to operate a charter school which is the Third Renewal Contract to be executed by the District and SRA.

“Charter School” means the Core Knowledge school to be operated by Snowy Range Academy pursuant to this Third Renewal Contract. SRA is to be operated within the School District. By law SRA is a public school and operates as a governmental entity pursuant to W.S. § 21-3-305(e).

“Charter School Act” means W.S. §§ 21-3-301 through 21-3-314.

“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 W.S. §§ 21-3-101 et. seq., which operates a unified school district within Albany County, State of Wyoming.
“Members” means the parents or legal guardians of any child enrolled in SRA and SRA faculty, staff and administration employed by SRA.

“Renewal Application” means the Third Charter Renewal Application as amended prior to its approval by the School Board and upon which this Renewal Contract is based.

“Renewal Contract” means this final contract executed by both SRA and the School District following the approval by the School District of SRA’s Renewal Application. This Renewal Contract reflects all agreements between the District and SRA that are not included in the Renewal Application.

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

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

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

2.00 Vision, Mission and Mission Statement.

2.01 Approval. The Vision, Mission and Mission Statement set forth in Part II of the Renewal Application are accepted and hereby approved by the School District.

3.00 Description of Educational Program.

3.01 Approval. The Educational Program Statement set forth in Part III of the Renewal Application is accepted and hereby approved by the School District subject to the conditions set forth below.

3.02 Waiver of Existing Curriculum Requirements. The School District agrees to continue the waiver of its curricular requirements, subject to the SRA’s continuation of its instructional programs as outlined in its Renewal Application.

3.03 Future Waivers. The School District agrees to consider and then approve waivers for curriculum and instructional materials necessary to operate SRA as contemplated in this Renewal Contract.

Notwithstanding the foregoing requirement, the School District agrees to waive any requirement that curriculum and instructional materials for existing grade levels be approved by the School District prior to implementation by SRA provided that the curriculum and materials meet or exceed content standards adopted by the School District and the State of Wyoming, and are consistent with or contemplated by the Renewal Application.

The District has approved the SRA Board’s effort to expand its offerings into
Grades 9 through 12. It is expected that the expansion will occur slowly. Before adding any additional grade levels, SRA shall obtain approval from the School Board.

Any changes to the kindergarten through eighth grades curriculum not within the Core Knowledge framework set forth in the Renewal Application must be approved by the School District. This waiver is granted based upon the following requirements:

3.03.a SRA is granted the authority and responsibility of implementing its educational program, subject to the conditions of this Renewal Contract, in a manner which is consistent with State law, including, without limitation, requirements regarding State standards.

3.03.b The educational program and curriculum designed and implemented by SRA meet, and shall continue to meet, any State standards lawfully adopted by the School District and are designed to enable each pupil to achieve such standards. SRA is required to comply with all requirements for State accreditation as contained in the Wyoming Department of Education Rules and Regulations. SRA agrees to monitor the implementation of these requirements and to provide reports as requested to the District to confirm compliance.

3.03.c SRA shall comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the School Board.

3.03.d SRA shall maintain a process for resolving public complaints regarding instructional material, which provides an opportunity to be heard and an appeal process similar to current School District policies and procedures, excepting that the final administrative appeal shall be heard by SRA’s Board.

3.04 Tuition and Fees. SRA shall not charge tuition to students residing in the School District, other than for before-school programs, after-school programs and inter-session programs. Tuition and fees may only be charged in accordance with School District policy and state law, or as established by SRA in accordance with applicable law.

3.05 Participation in Non-Academic Activities of Other Schools. SRA’s students may participate in non-academic, extra-curricular activities at other schools in the School District, provided that the prerequisites for participation are met and there is space available in the desired activity or program. When such participation requires payment of a fee, SRA’s student shall be responsible for payment of the fee. SRA’s students shall not be eligible for enrollment in academic courses at District schools on a part-time basis, unless otherwise specifically agreed to by the School District on a case-by-case basis.

4.00 Measurable Pupil Outcomes & Assessments.

4.01 Approval. The Pupil Performance Standards and Assessment Statement set forth in Part IV of the Renewal Application are accepted and hereby approved by the School District subject to the requirements set forth below.
4.02 Performance Assessment. SRA agrees to assess student performance in a manner that satisfies current State requirements.

4.03 Evaluation of Pupil Performance and Procedures for Corrective Action. SRA’s methods for evaluating pupil performance and procedures for corrective action contained in Part IV of the Renewal Application are accepted and hereby approved by the School District subject to the requirements set forth in this Renewal Contract.

4.04 Record Keeping. SRA shall comply with all record keeping requirements of federal and state law and shall provide any reports required to meet the School District’s reporting obligations to the Wyoming Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, and standardized test results and documentation required under federal and state law regarding education of students with disabilities.

SRA shall comply with all School Board approved policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of student records, including, without limitation, Wyoming’s Public Records Act found at W.S. § 16-4-201 et seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g.

4.05 Individual Education Plans. Students with Individualized Education Plans (IEP) will not be exempted from School District standards. SRA, with the aid of the District, shall provide reasonable accommodations regarding the manner in which students with IEP’s are taught and assessed as set forth below.

4.06 Education of Students with Disabilities. SRA shall comply with all District School Board-approved policies and regulations and requirements of federal and state law concerning the education of children with disabilities, including but not limited to the following:

4.06.a The School District shall, through its case manager, direct and oversee the development and/or modification of any Individualized Education Program (“IEP”) for special education students of SRA. The School District shall coordinate the scheduling of IEP meetings with SRA. The School District’s Director of Special Services, or designee, shall maintain the same administrative responsibilities and authority in SRA as in all other School District schools for purposes of special education programs and services.

4.06.b SRA shall use School District special education forms and will document compliance with the requirements of federal and state law, including procedural due process.

4.06.c The School District may identify from time to time changes to the educational program of SRA that (a) are necessary to comply with applicable state or federal law for education students with disabilities; or (b) are determined to provide
reasonable cost savings or other recognizable benefits in connection with educating students with disabilities. After good faith discussion of these changes with SRA, the School District shall have the right to require any such changes which are necessary to comply with state or federal law and shall have the right to request other changes on behalf of students with disabilities.

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

4.07 Academic Goals for SRA. SRA’s 2016-2017 goals set forth at Appendix D of the Renewal Application are accepted and hereby approved by the School District.

SRA shall meet the goals set forth in its annual school improvement plan which comply with school improvement requirements set forth by the State of Wyoming.

SRA agrees that if it fails to achieve its goals set forth by law and in its annual school improvement plan described above it will participate in the remediation program described in the Wyoming Accountability in Education Act, W.S. § 21-2-204. Failure of SRA to achieve the foregoing goals after completing the remediation program described in the Wyoming Accountability in Education Act may be considered a basis for revoking or refusing to renew the Charter School under W.S. § 21-3-309(c).

4.08 Student Assessment. SRA shall provide written progress reports for students on a quarterly basis. The grading system adopted and used by SRA shall comply with the standards adopted by the State Board, and followed by the School District.

4.09 Identification of Academically Low-Achieving and At-Risk Students. SRA shall identify academically low-achieving and at-risk students and shall provide its educational program to these students in a manner that is reasonably designed to best serve their needs. SRA shall continue to use School Based Intervention Teams and Student Assistance Teams.

5.00 Governance.

5.01 Approval. The Provisions for Governance and Operations of SRA set forth in Part V of the Renewal Application are accepted and hereby approved by the School District subject to the requirements set forth below.

5.02 Elections. SRA shall continue to provide for a democratic election of its governing board. SRA’s nominating committee shall nominate a sufficient number of Community Directors to ensure that there is at least one participating Community Director at all times.

5.03 Non-religious, Non-sectarian Status. SRA shall operate as a nonsectarian, nonreligious, non-home-based public school. SRA shall not affiliate with any nonpublic sectarian school or religious organization.
5.04 Commitment to Nondiscrimination. SRA shall comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation, the constitutional provisions prohibiting discrimination on the basis of age, disability, race, creed, color, gender, national origin, religion, ancestry or need for special educational services.

5.05 Delegation Waivers from District and State Policies. SRA and the School District shall follow the procedures set forth in W.S. § 21-3-305 regarding waivers. SRA shall comply with all School Board approved policies and regulations set forth in the School District’s policies now in existence and as they may be amended in the future unless specifically waived by the School Board pursuant to law. SRA was previously granted the following waivers which are continued:

5.05.a SRA is granted a waiver with respect to all matters set forth in SRA’s handbook which include but are not limited to its policies on attendance, student conduct, dress code, student discipline and suspending, expelling, and denying admission to a student.

5.05.b SRA is granted a waiver from the School District’s school calendar. SRA may use its own school calendar so long as the instructional program complies with state law regarding minimum pupil-teacher contact hours and number of days in operation.

5.05.c SRA may accept any student within Albany County and is granted a waiver from the School District attendance centers.

5.05.d SRA is granted a waiver from the School District with respect to any and all policies set forth in SRA’s employee handbook, bylaws and student parent handbook.

5.05.e The School Board agrees to give SRA notice of the proposed adoption, amendment or repeal of all rules that apply to SRA in accordance with W.S. § 16-3-103, and to provide SRA with the reasonable opportunity to submit data, views or arguments regarding any such proposed rule.

5.06 Open Meetings Law. SRA agrees that its Board of Directors will comply with Wyoming’s Public Meetings Statutes pursuant to W.S. §§ 16-4-401 et seq., as they apply to the School Board.

5.07 Gifts. The School District shall be given written notice of all accepted gifts, donations, and grants, and any conditions thereof, as part of its regular and normal reporting to the School District. All gifts, donations, and grants accepted by SRA shall be for the benefit of SRA and shall not reduce funding passed through by the School District.

5.08 Notice of Policies and Procedures. SRA agrees to give the School Board
notice of the proposed adoption, amendment or repeal of all rules in accordance with W.S. § 16-3-103, and to provide the District a reasonable opportunity to provide input, SRA shall furnish to the School Board copies of all other written policies or procedures that may not be subject to W.S. §§ 16-3-101 et seq. upon adoption of such policies by SRA’s Governing Board and allow the District a reasonable opportunity to provide input. If SRA does not receive notice of the School District’s objections within forty-five (45) days after submitting the policy or procedure to the School District, the policy or procedure shall be deemed accepted by the School District. All SRA policies and procedures shall conform to any applicable state and federal laws, unless a waiver has been obtained.

5.09 Conflict of Interest. Members of the Governing Board of SRA shall adhere to the policies set forth in SRA’s bylaws regarding conflicts of interest.

5.10 Dissolution. In accordance with statute, the contract between SRA and the District shall provide that upon closure of the charter school any charter school assets purchased with public funds shall become the property of the school district. (W.S. § 21-3-305e).

5.11 Records. In accordance with statute, the District is the owner of all records of the charter school, including student, staff and public affairs records. Upon closure of the charter school records shall be promptly delivered to the District. W.S. § 21-3-304(o).

6.00 Employee Relations.

6.01 Approval. The Employee Relations Statement set forth in Part V of the Renewal Application is hereby approved and accepted by the School District. The Parties acknowledge that in an Opinion of the Wyoming Attorney General dated June 13, 2011, the Attorney General has opined that the Wyoming Teacher Employment Law (W.S. § 21-7-101 et seq.) does not apply to charter schools and that SRA does not need to therefore request waivers from that law in order to amend SRA personnel policies as set forth in the Renewal Application.

6.02 The School Board authorizes SRA to amend its personnel policies as set forth by the Renewal Application.

6.03 SRA’s policies and procedures set forth in the Renewal Application shall supersede the requirements of any School Board approved policies or regulations, to the extent permitted by law, subject to the provisions of this Renewal Contract.

6.04 Employee Compensation, Evaluation, and Discipline. SRA shall follow the policies and procedures set forth in its Renewal Application regarding compensation, evaluation, promotion, discipline, and termination of the employment of SRA’s employees. Those teachers employed by SRA shall be subject to the same requirements with respect to certification by the Wyoming Professional Teaching Standards Board under W.S. § 21-2-802 and other qualifications as any other teachers authorized to teach in Wyoming public schools.
6.05 **Supervision and Responsibility.** SRA’s Principal will be responsible for the supervision and evaluation of SRA’s teaching and instructional support staff. SRA Operation’s Manager will be responsible for the supervision and evaluation of non-instructional support staff. SRA’s Board of Directors will be solely responsible for evaluating the performance of SRA’s Principal and Operations Manager. Evaluations shall be as required by Wyoming law. The Board of Directors will conduct at least annually a formal evaluation of the Principal and Operations Manager.

6.06 **Payroll.** SRA shall be responsible for administering its own payroll.

6.07 **Benefits.** SRA shall be responsible for administering any and all benefit programs for its employees.

6.08 **Equal Opportunity Employer.** SRA affirms that it shall not discriminate against any employee on the basis of race, creed, color, gender, national origin, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment related activities, in accordance with state and federal law.

6.09 **Employee Welfare and Safety.** SRA has adopted welfare and safety standards in its personnel policies previously approved by the School Board. SRA shall continue to comply with those welfare and safety standards.

6.10 **Employee Records.** SRA has adopted policies and regulations regarding the maintenance and disclosure of employee records in its personnel policies previously approved by the School Board. SRA shall continue to comply with those policies and regulations.

6.11 **Employee Conflicts of Interest.** SRA has adopted policies and regulations regarding conflicts of interest in its personnel policies previously approved by the Snowy Range Academy governing board. SRA shall continue to comply with those policies and regulations.

6.12 **School District Teachers/Administrators.** SRA shall comply with all applicable state laws and School District policies regarding leave of absence issues for current teachers of the School District who are selected for employment by SRA and who may, ultimately, anticipate returning to the School District. In accordance with statute and policy, the total leaves of absence from employment with the School District shall not exceed three (3) years.

As required by School Board Policy 5033, the policy shall be included as a term of the Charter contract, to-wit:

**Charter School Leave.** If a teacher who is employed in one of the District’s non-charter schools accepts employment with an Albany County School District charter school for a year in which the employee would be employed by the District, the teacher shall apply for, and will be granted, a one-year “Charter School” leave-of-absence from the District for the first year the teacher is employed by the charter school. Charter School leave shall commence on the first day of services for the charter school. If a teacher on a one-year Charter School leave wishes a second year Charter School
leave-of-absence from the District, the teacher must submit a request for Charter School leave to the Personnel Department no later than March 1 of the first year of employment by the charter school. The District will determine whether or not to allow the second year of Charter School leave. If the Charter School leave is not granted and the teacher returns to the District, s/he will be placed in a position of which s/he is qualified. If the Charter School leave is not granted and the teacher chooses not to return to the District, the teacher shall submit a resignation to the district, and there will be no further obligation to the teacher on the part of the District.

If a teacher on the second year of Charter School leave wishes a third year Charter School leave-of-absence from the District, the teacher must submit a request for Charter School leave to the Personnel Department no later than March 1 of the second year of employment by the charter school. The district will determine whether or not to allow the third year of Charter School leave. If the Charter School leave is not granted and the teacher returns to the District, s/he will be placed in a position for which s/he is qualified. If the Charter School leave is not granted and the teacher chooses not to return to the District, the teacher shall submit a resignation to the District, and there will be no further obligation to the teacher on the part of the District.

By March 1 of the third year of employment by the charter school, the District teacher on Charter School leave must inform the District of whether or not s/he plans to return to employment with the District at the beginning of the following school year. If the teacher returns to the district, s/he will be placed in a position for which s/he is qualified. If the teacher chooses to remain in the employment of the charter school, then the teacher shall submit a resignation to the District, and there will be no further obligation to the teacher on the part of the District. The district will provide a statement in writing to the teacher summarizing the action that is taken (return to the District or the severance of the relationship between the District and the teacher by resignation).

Upon return to employment from the charter school, the teacher will be given credit for salary-schedule-advancement for the year(s) experience while employed at the charter school. Once approved for Charter School leave, the teacher may not request that the Charter School leave be rescinded.

Rights to continued employment in the District will be as specified in policy in the By-Laws and Policies of the Board of Education, and additional rights to continued employment are not granted through the approval of this leave-of-absence.

6.13 PTSB Requirements. All principals, teachers, part time teachers and other personnel at SRA that require certification pursuant to W.S. § 21-2-802, or as otherwise required by law, shall be appropriately certified to teach by the Wyoming Professional Teaching Standards Board (PTSB) or shall have obtained a provisional certificate from PTSB, or shall be certified by the appropriate licensing authority. All certifications must remain current.

6.14 Special Education and Child Advocacy. SRA shall not be required to provide child advocates for students requiring an IEP.
7.00 Health & Safety.

7.01 Approval. The Health and Safety section set forth in Part V of the Renewal Application is accepted and hereby approved by the School District subject to the requirements set forth below.

7.02 Student Welfare and Safety. SRA shall comply with all School Board approved policies and regulations, and comply with all applicable federal and state laws concerning student welfare, safety, and health, including, without limitation, School Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities (unless and to the extent that any such policies or regulations are waived in writing by the appropriate governmental authority). In any event, the District Superintendent will be notified of all accidents resulting in injury.

8.00 Admissions Requirement.

8.01 Approval. The Admissions Requirements section set forth in Part VII of the Renewal Application are accepted and hereby approved by the School District subject to the requirements set forth below.

8.02 Open Enrollment. SRA agrees to follow the policies and procedures for enrollment as set forth in the Renewal Application and its Student-Parent Handbook. Admissions to SRA shall not be determined solely on academic abilities or achievements, including minimum test scores or intelligence quotient scores. W.S. § 21-3-304(p).

8.03 Transfer of Students. Any transfer of students from SRA to another school in the School District shall be approved in accordance with School District Policy.

8.04 Non-Resident Students. Students who reside outside of the School District shall not be admitted to the School until all applicants who reside in the School District and who qualify for admission have been enrolled. Students who reside within Wyoming but not in Albany County must have an acceptable agreement with their district of residence and the School District in accordance with W.S. § 21-4-502. If they reside outside of Wyoming they must pay tuition in accordance with W.S. § 21-4-505.

9.00 Evidence of Sound Economic Plan, Proposed Budget for Term of Charter, Provision for Annual Audit, Displacement Plan.

9.01 Approval. The Evidence of Sound Economic Plan, Proposed Budget, Provision for Annual Audit, and Displacement Plan Statement set forth in Part VIII of the Renewal Application are accepted and hereby approved by the School District subject to the requirements set forth below.

9.02 Funding. SRA’s funding shall be dependent upon continued appropriations by the Wyoming Legislature.
The amount of SRA’s school foundation funding for each school year shall be based upon SRA’s Average Daily Membership calculated in accordance with state law and regulations, in the same manner calculated and funded for the School District. The resulting ADM will then be used to generate the school level model generated resources directly attributable to the School in the WDE’s school foundation program model.

So long as the Charter has not been revoked, the school foundation funding plus all appropriated school facility funding will be passed through to SRA in installments consistent with the receipt of funds by the School District from the State of Wyoming, commencing on the first statutory payment date following execution of this Renewal Contract.

Should SRA, with School Board approval, expand its enrollment to 9th through 12th grade, the Average Daily Membership shall be adjusted by the enrollment count taken on October 1 of the first year of operation under the expanded grade level or levels, as set forth in W.S. § 21-3-314(a)(v).

9.03 Facilities. SRA’s current facility is owned by the District, and shall be used by SRA in accordance with the established Facilities Use Agreement, attached hereto as Appendix I and incorporated herein, subject to approval by the School Facilities Department and/or Commission. In the event the manner in which facilities for charter schools are funded is amended during the term of this Renewal Contract, SRA and the District agree to renegotiate this provision of the Renewal Contract in a timely manner, if necessary.

9.04 Special Education. Because of the manner in which Special Education is funded at the State level, the parties agree that the School District will be responsible for special education expenditures for SRA’s students identified under the Federal Individuals with Disabilities Education Act (IDEA), to the extent state and federal funding is provided. The School District shall serve children with disabilities attending SRA in the same manner the School District serves children with disabilities in its other schools, including supplementary and related services on site at SRA to the same extent to which the School District has a policy or practice of providing such services on the site to its other public schools. Except as provided below, the School District shall be entitled to retain revenues received by the School District that are reasonably attributable to the education of special education students in the School District or SRA, including, without limitation, the proportionate share of state and federal resources generated by SRA’s students with the disabilities, or the staff serving them (but excluding any such funds obtained by SRA through private grant or gift). The School District and SRA shall allocate costs of such special education students in accordance with the following guidelines:

9.04.a The School District shall allocate IDEA Part B funds for the benefits of the School on the same basis it allocates funds for the benefit of the School District’s other schools including a proportional distribution based on relative enrollment of children with disabilities; and at the same time the School District allocates other Federal funds to its other public schools consistent with the Wyoming charter school laws W.S. §21-3-301 to W.S. §21-3-314.

9.04.b SRA shall remain responsible for the cost, if any, of the portion of
SRA’s student’s IEP that is typically provided by schools within the School District, including, without limitation, the classroom teacher, normal classroom supplies, and similar educational services provided to all students.

9.04.c Provided that SRA reasonably complies with, and follows the IEP of all students identified under IDEA, the School District shall be responsible for 100 percent of the total costs (the “excess IEP cost”) incurred annually to deliver the education described in SRA’s students’ IEPs over and above the costs incurred by SRA in connection with the regular education program as described above, including, without limitation, costs of special education and related services, including transportation, where identified as a related service on a student’s IEP; costs of providing special equipment and materials necessary to assist the special education student; and legal expenses incurred by the School District for its attorney in connection with staffing and special education due-process hearings. In the event the state or federal government alters the manner in which special education is funded during the term of this Renewal Contract, SRA agrees to renegotiate this provision of the Renewal Contract in a timely manner, if necessary.

9.04.d A student with a disability who resides in another school district and who requires special education services will be enrolled in SRA only if the student’s special education needs can be appropriately addressed with the programs and services available at SRA. In such event, SRA must also meet the requirements of Section 9.04 with respect to any such student.

9.04.e The School District shall have complete responsibility and authority to deliver the services required in connection with the excess IEP cost, and SRA shall cooperate fully with the School District in delivery of these services. SRA and the School District shall cooperate in good faith to determine which of the services required by the IEP should be delivered through regular education personnel and services provided by SRA and which services should be provided by the School District. In making this determination, the School District and SRA shall consider the best interests of the child, the most appropriate timing for the delivery of required services within the school day along with the most efficacious means of delivering the services. In the case of a dispute between the School District and SRA, the School District shall make the final decision regarding the delivery of special education services.

9.04.f Special education teachers, special education paraprofessionals and related service providers, as defined by law, including school psychologists, speech/language specialists, occupational/physical therapists, counselors, and social workers will be hired by the School District and, with input from SRA, assigned to SRA in the same manner that is used for all schools within the School District. The School District shall include SRA’s Principal or the Principal’s designee in the interview process of potential School District employees who are expected to provide services at SRA.

9.05 Budget. SRA’s 2017-2018 preliminary budget set forth as Appendix J of the Renewal Application was previously submitted to the School District and is approved. For the 2018-2019 preliminary budget and all subsequent budgets, SRA shall submit its proposed
budget to the School Board for its approval on or before June 1 for the following relevant school year. All budgets shall be prepared in accordance with the Wyoming School Budgeting, Accounting and Reporting Manual. By no later than May 15, the School District shall provide a written itemization of SRA’s estimated ADM payments and any and all expenses that will be passed through for the next school year to SRA.

9.06 Annual Audit. SRA shall maintain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time. SRA shall engage and participate in an independent, outside audit by a certified public accountant of its financial and administrative operations on an annual basis. SRA shall provide a copy of the results of the audit to the School District in written form within the statutory time limits required of the District. SRA shall bear the costs associated with the audit. The results of the audit shall become a component unit of the School District and displayed separately with the report. Any additional cost associated with the audit of SRA shall be borne by SRA.

9.07 Overall Preliminary Budget. Nothing contained in this Renewal Contract, the Renewal Application, the 2017-2018 preliminary budget previously submitted to the School District, or any subsequent preliminary budget shall be construed as requiring SRA to meet its budget projections for any specific line item. Rather, the parties acknowledge that SRA is only required to meet its overall budget and there is no requirement that individual line items of the budget be met, except to the extent that meeting any such individual line item may be required by statute or applicable regulation which has not otherwise been waived by the appropriate authority. SRA shall maintain a minimum Cash Reserve of five percent (5%) of its annual budgeted expenditures, or such other amount as the parties may agree from time to time. SRA’s reserves historically more than cover that amount.

9.08 Indigent Students. SRA shall waive all fees for indigent students in accordance with School Board policy and applicable state and federal law. SRA shall cooperate with the School District to distribute the free and reduced lunch eligibility surveys to SRA’s student population.

9.09 Hot lunch Program. The School District shall provide hot lunch for SRA students. So long as there is no third party reimbursement for school lunch, SRA shall reimburse the District as provided in this section. Contribution for lunches shall be adjusted based upon the District’s prior fiscal year audited deficit divided by the number of prior fiscal year reimbursable breakfasts and lunches served. The calculation for the following year’s contribution shall be provided to SRA along with the budget estimate each year in May. SRA will be billed at the end of each month for the actual number of meals served. This subsidy amount is in addition to any payments made by parents for student’s lunches which are collected through the central kitchen and credited to the students’ accounts on PowerSchool.

9.10 Instructional Technology. SRA will reimburse the District for required instructional and student data software. SRA will be billed on an annual basis based on the prior year ADM.

9.11 Operational Powers. Subject to the above conditions, SRA shall be
fiscally responsible for its own operations within the limitations of any funding provided to SRA by 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 Renewal Contract and in the Renewal Application to the extent consistent with this Renewal Contract: contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease facilities for school purposes; purchase, lease, or rent furniture, equipment, and supplies; 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 Renewal Contract; and all activities necessary and appropriate to effect the foregoing. In exercising these powers, SRA shall comply with all applicable School Board-approved policies unless a specific waiver is obtained.

9.12 Debt. SRA recognizes that any debt created by SRA is not a debt of the District.

SRA agrees to indemnify and hold harmless the School District from and against, and to reimburse the School District with respect to, any and all loss, damage, liability, cost and expense, including reasonable attorneys’ fees, incurred by School District by reason of or arising out of or in connection with any claim made by a creditor of SRA against the School District.

9.13 Annual Review. SRA shall be subject to an annual review of its operations and finances by the School Board or a designee. SRA shall provide to the School Board annually, a written report concerning its operations, including, without limitation, progress made towards its educational goals and objectives, student attendance and student discipline information, facilities and personnel matters.

9.14 Financial Reporting. Following SRA’s Board approval of its monthly financial reports, SRA shall provide a copy of its monthly financial reports to the School District.

9.15 Clarification for Use of District Services and Purchase Contracts. If not prohibited by contract, the School District may allow SRA to take advantage of any discounts available to the District for purchasing goods and services.

9.16 Books, Software and Libraries. Library books, software and other library resources acquired by a school within the School District using ADM funding shall be made available to SRA, on request. Similarly, library books, software and other library resources acquired by SRA using ADM funding may be made available to other schools within the District, on request.

10.00 Suspension & Expulsion Policy.

10.01 Approval. The Suspension and Expulsion Policy set forth in Part III of the Renewal Application is accepted and hereby approved by the School District subject to the requirements set forth below.

10.02 Appeals to the Board of Directors. All suspension and expulsion
proceedings of SRA students, including an identified child with a disability or a child with a Section 504 handicap, will adhere to current SRA policy, but will be administered by the School’s Principal, provided the student is afforded an opportunity for a hearing in accordance with the procedures of the Wyoming Administrative Procedures Act, W.S. §§ 16-3-101 et seq. The decision of the Principal is subject to administrative review and decision by the SRA Board of Directors. Any right of review from the SRA Board of Directors shall be as provided by law.

10.03 No Requirement to Admit. The District shall not be required to admit a pupil who has been suspended or expelled by SRA, until the end of the term for which the pupil has been suspended or expelled.

11.0 Minimum Enrollment Requirements.

11.01 Approval. SRA has exceeded its original minimum enrollment requirements of eighty students and there is no concern relating to the minimum number of students required for SRA to commence its operations. There are no minimum enrollment requirements for this Renewal Contract.

During the term of this Renewal Contract, SRA’s fiscal ability to continue operations will be assessed by evaluating its revenues and expenses to determine whether the Charter School can maintain a balanced budget.

12.0 Evidence of Support.

12.01 Approval. SRA’s current enrollment, wait list, and student performance demonstrate sufficient support for the continuation of its charter.

13.0 Legal Liability and Insurance Coverage.

13.01 Approval. The Legal Liability and Insurance Coverage Statement set forth in Part V of the Renewal Application is accepted and hereby approved by the School District subject to the requirements set forth below.

13.02 Insurance. SRA shall maintain insurance coverage, including but not limited to property, liability insurance, and errors and omissions coverage for SRA, the Board of Directors, employees and students. SRA shall name the School District as an “Additional Insured” on the policies. SRA shall provide the District a copy of all applicable policies upon request.

13.03 Risk Management. SRA shall promptly report any and all pending or threatened claims, file timely notices of claim, cooperate fully with the School District in the defense of any claims, and comply with the defense and reimbursement provisions of the Wyoming Governmental Claims Act and the School District’s applicable insurance policies.

13.04 Compromise & Settlement. SRA shall not compromise, settle, negotiate, nor otherwise affect any disposition of potential claims asserted against it without the School
13.05 **Legal Liability and Indemnification.** The Parties will be fully responsible for their respective legal liabilities. SRA understands and agrees that the District has no obligation to pay or reimburse SRA for legal fees, judgment, orders, settlement or other costs or expenses related to any litigation threatened or actual, or administrative proceeding in which SRA may be involved.

To the extent permitted by applicable law, but without waiving any rights under the Wyoming Governmental Immunity Act, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, board members, employees, subcontractors, agents and subagents (the “Indemnitees”), individually and collectively from all fines, claims, demands, suits or actions of any kind and nature by reason of the indemnifying party’s acts or omissions occurring in the performance of this Agreement.

14.00 **Transportation.**

14.01 **Approval.** The Transportation Statement set forth in Part IX of the Renewal Application is accepted and hereby approved by the School District.

14.02. **Funding.** To the extent the manner in which transportation is funded is altered under state or federal law during the term of this Renewal Contract, SRA agrees to amend the Transportation Statement and Transportation Agreement to account for said changes, if necessary. Said Transportation Agreement was attached as Appendix M to the Renewal Application and is incorporated herein.

15.00 **Contracts.**

15.01 **Approval.** The Contracts Statement set forth in Part V of the Renewal Application is accepted and hereby approved by the School District subject to the requirements set forth below.

15.02 **Faith and Credit.** SRA agrees that it will not extend the faith and credit of the School District to any third person or entity. SRA acknowledges and agrees that it has no authority to enter into a contract that would bind the School District and that except as provided in this Renewal Contract, SRA’s authority to contract is limited by the same provisions in law or Board policy that apply to the School District itself. SRA also is limited in its authority to contract by the amount of funds obtained from the State, as provided hereunder, plus any funds received by SRA from other lawful sources. SRA Directors are hereby delegated the authority to approve contracts to which SRA is a party, subject to the requirements and limitations of the Wyoming Constitution, state law, School Board-approved policies and the provisions of this Renewal Contract.

SRA agrees to indemnify and hold harmless the School District from and against, and to reimburse the School District with respect to, any and all loss, damage, liability, cost and expense, including reasonable attorneys’ fees, incurred by School District by reason of
or arising out of or in connection with any claim made by a creditor of SRA against the School District.

15.03 Term of Contracts. Any and all contracts executed by SRA shall comply with all state and federal law, including but not limited to bidding requirements in accordance with W.S. § 21-3-110.

15.04 Contract Language Protecting the District. Any and all contracts executed by or on behalf of SRA shall include substantially 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. SRA, 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.

16.00 Facilities.

16.01 Approval. The Facilities Statement set forth in Part VI of the Renewal Application is accepted and hereby approved by the School District.

17.00 General Provisions.

17.01 Term. The Charter and this Renewal Contract are effective as of the date first written above for a period of five school years, and will terminate on July 31 following the twentieth school year of SRA’s operation. The Charter may thereafter be renewed in accordance with the Charter School Act by mutual written agreement of the parties.

Although this Renewal Contract is for operation of SRA as a charter school in the School District for a period of five years, any financial commitment on the part of the School District contained in this Renewal Contract is subject to annual appropriation by the State of Wyoming, and the Parties agree that the School District has no obligation to fund the financial obligations under this Renewal Contract out of revenues received for its students. Nor has the School District irrevocably pledged or held for payment sufficient cash reserves for funding SRA at or above the per pupil allocation or for providing services described herein for the entire term of the Renewal Contract.

17.02 Termination. This Contract may only be terminated, and the Charter revoked by the School Board, for the grounds provided by state law, W.S. § 21-3-309(c), and/or for any material breach of this Renewal Contract, upon thirty days’ advance written notice being given to SRA.

17.03 Notice of Breach. The District School Board shall give SRA prior written notice of any alleged statutory or other material breach of this Renewal Contract and of the
requirements for correction of same, and shall provide SRA forty five (45) days in which to
to remedy or cure such breach or reach an agreement with the School Board for a plan to remedy or
cure such breach.

At any time during the forty five day (45) day cure period, either party may
demand mediation as provided below. Any such mediation request shall stay the forty five day
cure period up to forty five (45) additional days until mediation is completed, but in no event
shall the total time to mediate and cure any default exceed a total of ninety (90) days, unless
otherwise agreed to in writing by the parties. If such breach has not been corrected within the
time period specified by the District School Board in the notice of breach (but in no event less
than forty five (45) days provided in the notice of potential termination of the Contract), or
resolved through mediation, the District School Board may terminate this Renewal Contract and
revoke the Charter.

Should SRA choose to terminate this Renewal Contract and revoke its charter before the
end of the contract term, it may do so with the School Board’s approval, at any time, on sixty
(60) days’ advance written notice.

17.04 Dissolution. In the event SRA should cease operations for whatever
reason, including the non-renewal or revocation of the Charter, it is agreed that the School Board
shall supervise and have authority to conduct the winding up of the business and affairs of SRA;
provided, however, that in doing so, the School District does not assume any liability incurred by
SRA beyond the funds allocated to it by the School District under this Renewal Contract. The
School District’s authority hereunder shall include, but not be limited to, the return and/or
disposition of any assets acquired by purchase or donation by SRA during the time of its
existence.

17.05 Return of Property. In the event of termination or dissolution, all property
purchased in whole or in part with funding provided by the School District, including, but not
limited to, real property, shall be returned to and shall remain the property of the School District.
All assets loaned to SRA will be returned to the lenders. Remaining assets shall be utilized to
satisfy any remaining outstanding SRA liabilities. Any residue will accrue to the District.

17.06 Entire Agreement. This Renewal Contract, with attachments, contains all
terms, conditions, and provisions hereof and the entire understandings and all representations of
understandings and discussions of the parties relating thereto, and all prior representations,
understandings, and discussions are merged herein and superseded and canceled by this Renewal
Contract.

17.07 Amendment. This Contract may only be modified or amended by further
written agreement executed by the parties hereto.

17.08 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
acknowledgment of receipt) or three days after mailing when sent by certified mail, postage
prepaid, to the Principal’s office and to its then legal counsel, in case of notice being sent to
SRA, or to the Office of the Albany County School District Number 1, 1948 E. Grand Avenue,
Laramie, Wyoming, 82070, and its then legal counsel for notice to the School District.
17.09 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 covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

17.10 Dispute Resolution. The parties agree that resolution of disputes and/or mediation shall, unless agreed otherwise in writing, proceed as follows:

17.10.a In the event any dispute arises between the parties or their representatives concerning this Renewal Contract, including, without limitation, the implementation of or waiver from any policies, regulations, or procedures, and such dispute is not resolved by negotiation between the Parties’ representatives, either Party may request that a member of each party’s Board become involved in the negotiation of a resolution. If the parties are still not able to resolve such dispute, either party may demand that the dispute be submitted to mediation.

17.10.b If mediation is demanded under this Contract, the parties by agreement may select the person to serve as the mediator. If the parties are unable to agree, they may advise the District Court, Second Judicial District, Albany County Wyoming of their recommendations, and the Court shall then appoint a person to serve as the mediator. Any such mediation may be conducted in accordance with procedures prescribed by the person conducting the mediation and shall be confidential as provided by W.S. §1-43-101, et seq. Each party shall equally share the cost of the mediator but shall otherwise bear their own costs and fees associated with mediation, to include attorney’s fees.

17.11 Invalidity. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

17.12 Waiver of Policies and Procedures. No provision of this Contract or of the Renewal Application shall be construed so as to preclude SRA from seeking a waiver of any such policy or provision as contemplated by this Renewal Contract or as contemplated by law. In the event that any such waiver is obtained, any such waiver shall to the extent granted be controlling over any contrary provision of this Contract or of the Renewal Application.

17.13 Rules of Construction. This Contract shall be interpreted, whenever possible, as complementing, rather than overriding, the terms and provisions of the Renewal Application. However, to the extent of any inconsistencies, this Contract shall be controlling. The Contract shall also, to the extent possible, be interpreted as consistent with the provisions of the Wyoming Constitution and the Charter School Act.

17.14 Business Days. When any action required by this Contract falls on a Saturday, Sunday or legal holiday in the State of Wyoming, such action shall occur on the first succeeding day which is not a Saturday, Sunday or legal holiday in the State of Wyoming.
17.15 Third-Party Beneficiary. No third-party, whether a constituent of the School District, or otherwise, may enforce, or rely upon any obligation of, or exercise any right of, the School District or of the School under this Contract. This Contract does not intend to create rights in favor of any third-party beneficiary.

17.16 Compliance with Administrative Procedures. SRA Directors agree to follow and comply with the Wyoming Administrative Procedure Act (WAPA). Any hearings conducted by the Charter School shall be conducted pursuant to the procedures set forth in the WAPA.

17.17 Sovereign/Governmental Immunity. Neither Party waives its sovereign or governmental immunity by entering into this Renewal Contract, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Renewal Contract.

17.18 Governing Law. The laws of the State of Wyoming shall govern this Renewal Contract.

IN WITNESS WHEREOF, the Parties have executed this Renewal Contract as of the date first above written.

______________________________
ALBANY COUNTY SCHOOL DISTRICT NO. 1

______________________________
Chairman, Board of Trustees

______________________________
Secretary

______________________________
SNOWY RANGE ACADEMY, INC.

______________________________
Chairman, Board of Directors

______________________________
Secretary