



Thank you for your interest in serving on the SRA Board of Directors!

In order to help you make your decision, I've compiled some basic information for you to review. In this packet you will find the following:

1. Prospective Board Member FAQs – general questions that many parents and community members have asked us about board service, time commitments, board responsibilities and conduct, etc.;
2. School Governance Organizational Chart – an overview of reporting relationships between the school district, SRA board, SRA administration, and staff;
3. Board Member Agreement – signed by each board member every June, this manual elaborates further on board member roles and responsibilities, board conduct, and general expectations for board members;
4. SRA Bylaws – the policies governing the board, administration, and school; and,
5. SRA Second Charter Contract – renewed in June 2012 by the school district, this document details the parameters under which the charter school operates.

Please do not hesitate to contact me or any Nominating Committee member should you have any questions about the enclosed information. We appreciate your willingness to serve Snowy Range Academy in such an important capacity!

Sincerely,

Margarita Rovani
Operations Manager and Nominating Committee Chairman

SRA Board of Directors Frequently Asked Questions

1. What is the role of a board member?

A board member's primary responsibility is to support and uphold the school's mission and vision and to ensure that all board decisions are in alignment with that mission and vision.

Board members are SRA's best ambassadors, representing the school to the community at large and enhancing the school's public standing.

Board members govern through policy, leaving the day-to-day management of the school to the principal and operations manager.

Board members have no personal agenda, making decisions that benefit the school as a whole. Please see Attachment 1 for more information on board roles and responsibilities.

The Board of Directors provides oversight to the principal and operations manager. For more information on board roles and responsibilities please refer to the Board Member Agreement in this packet.

2. How long are board member terms and when do they start?

Board terms begin on June 1 of each year and run for two years. There are no term limits, so an incumbent board member may run for as many terms as s/he desires.

3. What is the time commitment for board members?

Board meetings are typically held on the third Wednesday of each month at 7:00 p.m. The meetings can run as long as three hours, but typical meeting duration is two hours on average. Board members are expected to prepare for meetings by reading the board packet ahead of time. Packets are typically emailed to members the Friday before a meeting.

Board members may also serve as committee liaisons for SRA's four standing committees (Finance, Curriculum, Nominating, Uniform). Participation on these committees will obviously increase a member's monthly time commitment.

4. If I'm elected to the board of directors, will that change how I interact with my child's teacher and other school staff?

Board members who are also parents of students at SRA may communicate with SRA staff in the same manner as any other parent. That being said, board members should make every effort to conduct themselves in such meetings in a manner that does not, in the mind of the staff person involved, take unfair advantage of board member status.

5. How should board directors handle parent or community complaints about the school?

Board members who receive complaints from parents or from members of the community should direct them to attend a board meeting where s/he may voice their concern during the Audience Communications portion of the meeting; alternatively, the board member may also direct the parent to use the school's grievance process to formally lodge a complaint or concern. It's important to remember that individual board members may not speak on behalf of the board unless they have been given that authority by the board as a whole.

6. Who is eligible to serve on the SRA Board of Directors?

Parents of enrolled students and members of the Albany County community at large are eligible to serve on the Board. Only one member of a family, or a member of a household, may serve on the Board at one time. Spouses of SRA employees may not serve on the Board. Community members serving on the Board may not have immediate or extended family members currently enrolled or employed at SRA. Lastly, founding members or board members who have served at least two years are eligible to serve as the Emeritus board member.

7. What do I need to do to be considered for a board seat?

Parents interested in running for a seat on the SRA Board of Directors should:

- Become familiar with SRA's core documents including SRA's charter application and contract and Board Member Agreement, and board policies and bylaws (these may be found in this packet and on the SRA website).
- Read E.D. Hirsch's books *The School We Need and Why We Don't Have Them* and *Cultural Literacy* both of which formed the basis for the SRA's foundational principles.
- Become familiar with SRA's curriculum: the Core Knowledge Scope and Sequence, Spalding Language Arts, and Saxon Mathematics.
- Understand and agree with SRA's educational philosophy, discipline policy, and administrative/governance structure.

Lastly, parents should complete a board application and submit it along with a cover letter explaining their interest in serving on the board. Applications and letters of interest may be submitted to Margarita Rovani at mrovani@acsd1.org by close of business on Friday, April 15, 2016.

8. How does SRA let parents know who is running for board election? Should I plan on campaigning?

SRA's bylaws prohibit campaigning. Two weeks before the election, candidate applications and letters of interest will be posted on the SRA website and emailed to the SRA community.

9. How are board officers selected?

There are four officers presiding over the SRA Board of Directors: Chairman, Vice Chairman, Treasurer, and Secretary. Officers are selected annually after new board member elections in May, but prior to June 1st, from among the returning board members and newly elected members. Officers serve one year terms. The same person may not occupy more than one office, and the principal, operations manager, or employee member on the board may not hold an office.

10. Does anyone report to the board directors?

The principal and operations manager both report directly to the SRA Board of Directors. Refer to the organizational chart in this packet for more details on reporting relationships.

11. Are board directors paid?

Directors serve in a volunteer capacity.

12. Can board directors remain on the board if their children transfer to another school in the district.

A parent board member may not serve on the Board of Directors if his/her children are no longer enrolled at SRA.

Snowy Range Academy

Governance Structure

Albany County School District #1
Trustees and Administration

SRA Board of Directors

Voting Members (8)

Chairman, Vice-Chairman, Treasurer, Secretary , 2 parent & 2 community board members

Non-voting Members (4)

Emeritus member, Principal, Operations Manager, Employee member

Principal

Instruction & Curriculum,
Student Affairs

Operations Manager

Facilities, Finance,
Technology

Teachers and
Paraprofessional
Staff

Office and
Afterschool Program
Staff, and Custodians

Snowy Range Academy Charter School

Board Member Agreement

Board Rules and Regulations

Revised: May 2012

BOARD MEMBER PROFILE AGREEMENT

Snowy Range Academy Board of Directors shall have a firm belief in the fundamental, traditional school format, and be committed to using the Core Knowledge and Spalding curriculum. Directors shall be fully committed to the charter school concept.

The purpose of the Board of Directors is to set the general direction and policy of the school, not manage it on a daily basis. Board members shall develop and carry out the Snowy Range Academy vision and mission, foster good relationships with staff and faculty, the school community and the community at large, oversee the budget, and plan for the future of the school.

DECISION MAKING

The Snowy Range Academy charter belongs to the parents of the school. All decisions by the Board of Directors, the Principal, and the Operations Manager need to be made within the parameters of the vision and mission statements. Decisions shall be made first considering the vision and mission statements, and then the members (parents), always keeping in mind that parents should have a meaningful voice in their child's education.

DAY-TO-DAY OPERATIONS

The Principal and Operations Manager answer directly to the Board and serve at the pleasure of the Board. The Principal and Operations Manager shall make decisions on a day-to-day basis and fulfill all administrative duties for the school. The Board will maintain the vision and steer the school's direction as it carries out its Mission.

As with all charter schools, Snowy Range Academy is an entity separate from the school district in the area of governance. Each board member shall guard this unique characteristic of charter schools.

Board members shall remember that stepping out of their advisory/board capacity and attempting to run the school as an administrator, will always cause problems. The goal to continually improve, maintain integrity, serve Snowy Range Academy families and ensure academic success for our students shall take precedence in all situations.

BEHAVIORAL EXPECTATIONS

All board meetings will be governed according to appropriate parliamentary procedure. Board members need to remember that the Board establishes policy only when it acts as a group during an official board meeting. Individual board members do not have the authority to take action as individuals, except as delegated to them by the Board as a whole. Directors shall fulfill their responsibilities on the Board, board committees or subcommittees to their fullest capability.

Board members shall exemplify integrity, honesty and respect. A dedication and commitment to the vision of Snowy Range Academy and the charter school movement shall be top priority for any board member. Any board members finding themselves involved in an unresolvable conflict shall put the vision of the school first.

Board members should remember that derogatory statements concerning matters regarding Snowy Range Academy in a public format tend to bring disrepute on the school as a whole and could be counterproductive to not only Snowy Range Academy, but also the Wyoming charter school movement. If a director questions a decision, he or she shall immediately take that concern or disagreement to the administrator in a confidential and diplomatic format. Likewise, administrators shall agree to the same commitment. All communications shall be honoring to one another. All board members should remember that “public relations representative” is one of their roles as a director.

While at the school, board members shall be mindful of the different roles they play: parent, volunteer, board member, etc. Board members will not use their positions of authority while acting in their parent or volunteer roles. Directors shall foster good relationships with the administrators and staff on a personal level. With humility, each board member will serve the best interests of the school.

Other behavioral expectations include having a professional demeanor at all board meetings. Issues being discussed shall not be personalized and directed toward any other board member, staff member, parent or guest. Discretion should be used in interpersonal relationships and communications. Board members shall respect and listen to ideas being presented by other board members. Solutions to the problems and decisions facing the Board shall consider the input of all board members.

When receiving criticism from parents or others about staff or other board members, the board member shall direct the speaker to the staff or board member in question. Board members will never speak negatively about staff or other board members to the school community, or parties outside the school community. Confidential discussions about staff may be held with the school administrators, as they are ultimately responsible for staffing decisions.

Conflicts shall be resolved at the most immediate level possible. Board members will commit to resolving conflict directly with each other or with the appropriate staff member and not share the conflict with anyone outside of the conflict, including, but not limited to other parents, other staff members, or the media. In the case of continued problems mediation, through the Board Chair (or the Vice-chair if conflict involves the Chair), is indicated.

All board members are required to attend a yearly board conference where the goals for the school are defined through strategic planning and a board self-evaluation is done. Outside speakers may present information on effective board leadership and other pertinent topics may be discussed.

Annually, board members will take time to visit classrooms, talk with the staff, and become familiar with current school practices. "Board Visitation" will be scheduled with the Principal sometime in the fall or winter of each year.

All board members should attend school events to show support and encouragement for our school.

Board members shall serve without compensation, but may be reimbursed for any necessary expenses incurred by them in performing their duties as members of the board.

Directors shall inform the Board of potential conflicts of interest prior to commencement of any debate or consideration of any matter for which the member has a potential conflict.

Any contract with SRA involving a member of the Board, or the board member's family, shall be approved by majority vote of the Board with the interested member abstaining. Each board member is responsible to make known to the Board any circumstance that could involve a potential conflict of interest.

Directors shall not vote on matters in which they have a conflict of interest.

An SRA employee, who is also a parent of an SRA student, cannot serve as a "parent" member on the SRA Board. Such a person may serve as the ex-officio employee representative, Principal or Operations Manager member of the Board. Likewise, the spouse of an SRA employee, may not serve as a member on the SRA Board.

Only one family member may serve on the Board of Directors at any one time. This restriction does not prohibit family members of a Director from serving on standing committees.

BOARD-ADMINISTRATION RELATIONSHIP

Individual board members are encouraged to communicate individually with school administrators on school matters. Board members must attempt to keep the time demands of such communications reasonable given the full range of duties of the administrators.

In the event that a board member has a question with respect to issues at SRA or the performance of the administrators, that member will raise such question with the administrators when appropriate. The question to the administrators will be posed in a neutral manner and, if the question cannot be answered immediately, the board member and administrators will agree upon a date on which the administrators will have an answer for the board member. If the board member is satisfied with the answer, the matter will be concluded. If not, the board member may then bring the issue to the Board for consideration as a subsequent board agenda item.

All conversations between a board member and the administrators concerning SRA are assumed to be SRA business and therefore may be repeated to other members, either by the board member or the administrators. If either party wishes to conduct such conversation in a confidential fashion, he should seek the agreement of the other party to the conversation prior to engaging in it.

Internal board matters relating to members or board interaction generally are not a proper subject for discussion with the administrators. Members may and should, consistent with the law, suggest an executive session to discuss such issues. In particular, discussions with respect to the performance or conduct of the administrators, and discussions with respect to the performance or conduct of any board members, should not be held in the presence of the administrators unless and until the Board is ready to take policy action.

Frequent communication being desirable, board members and the administrators are encouraged to communicate by all mutually agreeable means available (personal conversation, fax, email, memo, meeting, board report). Such communication should be as informal as the issue discussed permits.

Board communication with the staff of SRA is encouraged. The board member must be cautious not to act in any manner that is inconsistent with or detrimental to the authority of the administrators.

Board members who are also parents of students at SRA may communicate with the SRA staff in the same manner as any other parent. Board members must make every effort to conduct themselves in such meetings in a manner that does not, in the mind of the staff person involved, take unfair advantage of board member status. Once again, individual board members do not have the authority to take action as individuals.

SRA BOARD-DISTRICT BOARD RELATIONSHIP

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

The School Board's role is to oversee SRA's Directors to ensure that SRA operates in compliance with the Renewal Contract and all applicable laws. The District will have the right and authority, as authorized by law, to direct SRA's Board to take any and all actions necessary to cause SRA to operate in accordance with the terms and conditions of the Renewal Contract. The School Board may delegate its oversight responsibilities to its administrative staff, provided that SRA's Directors have the right to request that the School Board review any directive of the District's administrative staff with which it disagrees.

RESPONSIBILITIES AND DUTIES OF DIRECTORS

The Board is responsible for:

1. All duties set forth in the By-Laws
2. Implementing the mission statements as well as the school's philosophy and objectives. Board members should continually refresh their understanding of SRA's philosophy and take it into consideration whenever possible changes of policy are under discussion.
3. Establishing policies for operating of Snowy Range Academy Charter School, ensuring that the provisions of the corporation's Articles of Incorporation, By-laws, and the contracts with the Albany County School Board #1, and Wyoming state law are being followed.
4. Establishing fiscal policy and boundaries, with budgets and financial controls for the schools.
5. Creating and assigning duties and responsibilities to appropriate committees as needed, and ensuring that all board members are actively involved in appropriate committee assignments.
6. Approving personnel selection procedures and job descriptions consistent with legal requirements.
7. Hiring and terminating faculty, staff, and administration in accordance with District, State, and Federal guidelines.
8. Selecting a Principal and Operations Manager, conducting a written annual evaluation of the each, and establishing their goals for the following year.
9. Establishing the policies under which the School Administrators will administer the school.
10. Determining fees from students for non-enrollment purposes, in accordance with District, State, and Federal guidelines.
11. Making periodic evaluations of the school, taking into consideration the school's stated philosophy, goals, and long-range plans.
12. Conducting a written annual self-evaluation, including consideration of whether the Board and its committees are independently knowledgeable concerning school matters.

13. Keeping full and accurate minutes of its meetings and those of its committees.
14. Maintaining a policy book so that governing decisions made over a period of years may be readily available to subsequent leadership and administrators.
15. Developing and maintaining communication links to the school and community.
16. Promoting enrollment in the school.
17. As with all charter schools, Snowy Range Academy is an entity separate from the school district in the area of governance. Each board member shall guard this unique characteristic of charter schools.
18. Directors shall fulfill their responsibilities on the Board, board committees or subcommittees to their fullest capability.
19. All board members should remember that "public relations representative" is one of their roles as a director.
20. All board members should attend school events to show support and encouragement for our school.
21. Abiding by and signing the "Board Member Profile Agreement" upon being elected.

QUALIFICATIONS FOR BOARD MEMBERS

Prospective board members should:

- Become familiar with the SRA charter application, contract, by-laws, policies, and procedures.
- Read Professor E.D. Hirsch's book "Cultural Literacy" and "The Schools We Need and Why We Don't Have Them" and agree with the principle that our society has a foundation of knowledge upon which subsequent learning is built.
- Become familiar with the Core Knowledge Scope and Sequence and Spalding Language Arts curriculum.
- Understand additional curriculum used by our school.
- Be in agreement with the educational philosophy, discipline policy and administrative structure of our school.
- Read and sign this policy manual upon appointment to the Board.

Prior board experience is helpful. A high value for professionalism and the success of the school is mandatory. Motivation for serving on the Board shall be to help facilitate the educational success of students.

BOARD MEETING PROCEDURES

1. Presentation of agenda items will be suggested by board members, the administration, or parents. Agenda items for future meetings will, to the extent possible, be agreed to at the prior meeting. Between meetings, agenda items will be agreed to by the Chair and administration, with consultation as appropriate with other members.
2. Presentation of agenda items will, whenever practicable, begin with a written memo prepared in advance and distributed according to the agreed upon schedule.
3. New business items raised at the meeting, either by a board member or a parent will, unless circumstances dictate otherwise, be considered for inclusion at a subsequent meeting only, not for substantive discussion at the meeting at which they were raised.
4. Board members or parents may, between meetings, request new business to be placed on the agenda. Such requests will be considered only if the written materials can be produced in accordance with the schedule.
5. Every item on the agenda will be presented by a board member or by the administration. Board assignments for agenda items will be assigned by the Board Chair with the agreement of the board member(s) involved. Every attempt will be made to share the workload of such assignments evenly among board members.
6. To the greatest degree possible, the first discussion on agenda items will focus primarily on policy considerations, with more detailed discussions, if required, to be reserved for a second meeting.
7. To the greatest degree possible, and consistent with applicable law, board members will discuss agenda items in advance in order to further understanding and to focus on contested points.
8. Board members wishing to comment during the meeting will raise their hand and be recognized by the Chair, who will attempt to recognize each member in turn. The same procedure will be used during the audience communication session when recognizing audience members who wish to comment.
9. Audience communication will be limited to the agenda item in question, except for new business.
10. When an audience member asks a question that cannot be answered at the meeting but does require board attention, a board member will volunteer to be asked to respond to the audience member at a later date and to keep the entire Board updated.
11. All written material to be considered at a meeting, with the exception of those materials that are appropriately deemed confidential, will be available for public inspection in the

SRA office after they have been submitted to the Board. The Operations Manager will be responsible for ensuring that a copy of such material is available and for having multiple copies available at the board meeting.

12. The Secretary will prepare a short summary of each meeting's proceedings to be included in the next month's newsletter.
13. These procedures may be varied to the extent reasonably necessary in the event circumstances make such modification appropriate.

REVIEW OF ADMINISTRATIVE POLICIES AND PROCEDURES

Changes in administrative policies, procedures, and regulations, including but not limited to regular editions of the SRA Parent-Student Handbook, the SRA Substitute Handbook, and the SRA Volunteer Handbook, and the SRA Employee Handbook must be approved by the Board in advance of issuance.

Administrative policies, procedures, and regulations will be consistent with existing board policy.

The Board reserves the right to review administrative regulations at its discretion. However, the Board of Directors shall revise or veto such regulations only when, in its judgment, such policies, procedures, and regulations are inconsistent with existing SRA Board policies.

OPERATIONAL POWERS

SRA's Board of Directors is responsible for SRA's operations within the limitation of any funding provided by the School District and other revenues derived by SRA consistent with law, and has 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; approve a budget; approve recommendations for hiring personnel and for the compensation of that personnel; 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, SRA complies with all applicable District policies unless a specific waiver is obtained. SRA has adopted rules and regulations that are parallel, where relevant, to the School District's policies and procedures. Where SRA has modified District policies and procedures, approval has been granted by the School Board. SRA will continue to provide copies of any proposed changes to its rules and regulations to the School Board before it implements any changes. All such policies and procedures shall conform to any applicable state and federal laws. If the School District objects to any of the new or revised policies or procedures it will notify SRA of its objections within forty-five (45) days. 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 is deemed accepted.

POLICY-MAKING

The Board is solely responsible for adopting, repealing, or amending policies for SRA. Action by the Board shall be accomplished as set forth in the By-Laws. Proposals for adopting, repealing, or amending policies for SRA may be made in writing by any member of the Board, by the Principal, Operations Manager, or by any parent with the co-signature of two board members.

Except in cases of emergencies, the Board shall follow the following procedure in adopting, repealing, or amending policies for SRA:

1. First reading. The proposed policy shall be submitted for approval on first reading at a regular or special meeting of the Board called for that purpose. The proposed policy shall be contained in the board packet distributed prior to the meeting. At first reading the Board shall receive public comment and comments from the sponsor of the proposed policy.
2. Second reading. For a period of 30 days the proposed amendment or addition to policy shall be made available for public inspection and comment before tentative approval by the Board of Directors. No amendment shall be tentatively approved at a second reading unless the amendment receives a majority vote of the Directors present at the meeting.
3. Third reading. For a period of 30 days the proposed amendment or addition to policy shall be made available for public inspection and comment before tentative approval by the Board of Directors. No amendment shall be adopted at a third reading unless the amendment receives a majority vote of the Directors present at the meeting. If the proposed policy is adopted upon third reading, it shall become a policy of SRA, and the Policy Manual shall be amended accordingly.

Emergencies. Upon a majority vote of the Directors present at a regular or special meeting called for that purpose, an emergency may be declared. If an emergency is declared, a policy may be adopted on first reading.

I have read and understood the statements, requirements, and qualifications in this document, and I agree to uphold the ideals and requirements listed therein.

Signed this _____ day of _____, 201____.

Board Member, Snowy Range Academy

Board Member, Snowy Range Academy

Board Member, Snowy Range Academy

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BYLAWS
OF
SNOWY RANGE ACADEMY, INC.,
A WYOMING NONPROFIT CORPORATION

ARTICLE 1: DEFINITIONS

Section 1.1. Definitions. For purposes of these By-laws, the following terms will have the respective meanings set forth below:

“ACSD#1 Policies” means the By-laws and Policies of the Board of Education, ACSD#1, revised 8/23/2000.

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

“Charter” means the authorization granting Snowy Range Academy the authority to operate a charter school which is based upon the Second Charter Renewal Application and Contract.

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

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

“District” or “School District” means Albany County School District Number 1 (ACSD #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 SRA and SRA faculty, staff and administration employed by SRA.

“Renewal Application” means the Second 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”, “SRA”, or “Corporation” 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.

Section 1.2. Rules of Construction. The following rules of construction shall apply through out these Bylaws: (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.

ARTICLE 2. MISSION STATEMENT

Section 2.1. Educational Program. 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 provides excellence and fairness in education by operating according to policies based on values of inclusiveness, personal responsibility, honesty, self-reliance, and courtesy.

Section 2.2. Classroom Structure. Snowy Range Academy recognizes the leadership of teachers in the classroom, and maintains 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.

ARTICLE 3: OFFICES

Section 3.1. Principal Office. The principal office of the Corporation shall be located in Laramie, Albany County, Wyoming, at 4037 E. Grand Avenue, 82070. The Corporation may have such other offices, either within or without the State of Wyoming, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

Section 3.2. Registered Office. The Corporation shall have and continuously maintain in the State of Wyoming a registered office, and a registered agent whose business office is identical with such registered office, as required by the law of the State of Wyoming. The registered office may be, but need not be, identical with the principal office in the State of Wyoming, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4: BOARD OF DIRECTORS

Section 4.1. General Powers. The affairs and management of the Corporation shall be under the control of a Board of Directors.

Section 4.2 Composition of The Board. The Board of Directors shall consist of a total of eleven members, seven of whom shall be voting members. The Board of Directors will include 5 parents of enrolled students, 2 community members, a Board Member Emeritus, the Principal, the Operations Manager, and one employee member. The Board Member Emeritus, Principal, Operations Manager, and employee member shall serve as non-voting members of the Board of Directors. Where feasible, there will be equitable representation of parent members with students in the elementary (K-4) and middle grades (5-9).

The Board Member Emeritus serves in a consultative or advisory capacity to the Board to ensure historical continuity. Founding members or board members who have served a minimum of 2 years on the Board of Directors are eligible to serve as Board Member Emeritus.

The Chairman, Vice Chairman, Secretary, and Treasurer are selected by the Board of Directors from its membership. No Director may hold more than one of these offices concurrently. The Principal, Operations Manager, and Employee Director may not serve as officers of SRA.

Section 4.3. Term of Office. Directors shall hold their seats on the Board of Directors during the term of their respective offices, until their successors shall have been duly appointed and shall have taken office. Terms of office shall begin June 1 following the election or appointment of a Director and shall end on May 31 of the year during which the Director's term expires.

All terms of Directors, including Emeritus, Community, and Employee Directors shall be for two years. Elections will be held each spring at the Annual Meeting of the Members to fill any vacancies.

One parent in each family and each employee has one vote for each voting Director's vacancy. If an employee is also a parent member, s/he may have only one vote for each Director's vacancy. In the case of married employees, only one may vote for each voting Director's vacancy. If more than one vote is cast by a particular family or employee, then all of the votes for that family or employee are disqualified.

The Emeritus Director is approved by a majority vote of the Board of Directors then in office.

Each employee will have one vote for the Employee Director's vacancy.

Spouses of SRA employees may not serve on the Board of Directors. Only one member of a family, or member of a household, may serve on the Board at one time. Community Directors serving on the Board may not have immediate or extended family members currently enrolled or employed at SRA. Voting Directors shall not be employees of the Charter School.

Any Director may succeed himself for an unlimited number of additional two (2) year terms.

Section 4.4. Vacancies. In the event of a vacancy during the unexpired term of a Directorship, a nominating committee is appointed by the Board of Directors to solicit and recommend to the Board of Directors a candidate to fill the remaining term of the vacating Director. The Director candidate is approved and appointed by a majority vote of the Directors then in office. In the event that the Board of Directors fails to approve a Director candidate, the nominating process is repeated until the vacancy is filled. A person chosen to fill a vacancy serves until the next election of Board of Directors. An election is then held to fill the unexpired term, pursuant to WS § 21-3-308. Until a Director candidate is appointed, a simple majority of the remaining Directors constitute a quorum for the transaction of business of SRA.

Section 4.5. Regular Meetings. The Board of Directors shall meet at least once a month. During its monthly meetings the Board shall review the Charter School's operations, receive reports from Directors, the Charter School Principal and Operations Manager, and any Committees, consider and adopt policies, consider requests and concerns from parents, students, and teachers, and perform other duties and functions of the Directors.

The Board of Directors may provide by resolution the time and place for meetings within the City of Laramie.

Section 4.6. Special Meetings. Special meetings of the Board of Directors may be called by the oral request of the Chairman or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, within the City of Laramie, as the place for holding any such special meeting of the Board.

Section 4.7. Notice of Special Meetings. Notice of any special meeting of the Board of Directors shall be given to each Director and to each newspaper of general circulation, radio, or television station requesting such notice in accordance with W.S. 16-4-404).

Section 4.8. Quorum. 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.

If less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.9. Compensation. Directors shall not receive a salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board.

Section 4.10. Duties of Board of Directors. The Board of Directors shall bear the overall responsibility for the operations of the Charter School in accordance with the terms and conditions of the Charter and Wyoming law. The Directors are responsible for keeping the School Board and its administrative staff fully advised of the operations and activities of the Charter School. SRA's Directors may delegate management of these responsibilities to its administrative staff, provided that SRA's Directors shall remain ultimately responsible for accountability to the School Board.

The 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 SRA consistent with law, and the Directors shall have the 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):

1. Contract for goods and services;
2. Preparation of a budget;
3. Selection of personnel and determination of their compensation;
4. Procure insurance;
5. Lease facilities for Charter School purposes;

6. Purchase, lease or rent furniture, equipment and supplies; and
7. 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.

The specific duties of the Board of Directors shall include, but not be limited to, the following:

1. Election of officers from Directors to serve as Chairman, Vice Chairman, Treasurer, and Secretary;
2. Become familiar with the terms of the Charter;
3. Set policy, in accordance with Charter School's mission, goals, and educational program, necessary for the orderly day-to-day operation of the Charter School;
4. Approve a budget for each year based on funds allocated to SRA;
5. Create and assign duties and responsibilities to appropriate committees as needed;
6. Approve personnel selection procedures and job descriptions consistent with legal requirements;
7. Hire and terminate staff, faculty, and administration in accordance with District, State, and Federal guidelines;
8. Promote enrollment in the School;
9. Determine fees from students for non-enrollment purposes or out-of-district residence, in accordance with District, State, and Federal guidelines;
10. Evaluate and recommend performance assessments as required;
11. Appoint at least one Director to serve on Committees;
12. Appoint one Director to serve as liaison with ACSD #1;
13. Regularly attend Board meetings; and
14. Cause vacancies on the Board of Directors to be filled in accordance with these bylaws.

In exercising its powers, the Board of Directors shall comply with all applicable School District policies unless a specific waiver is obtained.

Section 4.11. Resignation and Removal. Any Director may resign at any time by giving written notice of resignation to the Chairman or Secretary of the Board of Directors. A Director's resignation shall become effective 30 days following receipt of written notice by the Chairman or Secretary of the Board of Directors.

A Director may be removed for cause by a majority vote of the remaining Board of Directors for any of the following reasons:

1. Missing 2 consecutive unexcused monthly meetings;
2. Missing 4 unexcused monthly meetings in a single year;
3. Failure to disclose a conflict of interest;
4. Undertaking any illegal, unethical, or immoral conduct; and
5. Failure to perform duties as requested by the Chairman or the Board of Directors.

A Director will no longer be eligible to serve on the Board of Directors if s/he meets either of the following conditions:

1. If the status of a parent member changes such that his or her child(ren) are no longer enrolled in the school.
2. If the status of a community member changes such that his or her immediate or extended family members are enrolled in or employed by the school.

In the absence of a Director's resignation, a Director's term will automatically expire at the time that conditions 1 or 2, above, are met.

Section 4.12. Nominations for Elections to the Board of Directors. The Board of Directors shall appoint annually, in advance of the Annual Meeting of the Members, a Nominating Committee consisting of no fewer than three Members, the majority of who are not concurrently serving on the Board of Directors, to nominate a slate of Members for election to fill positions of those Directors whose term is expiring that year. No Member standing for election shall be appointed to the Nominating Committee. The Nominating Committee shall solicit nominations from the Members for candidates for anticipated vacancies of the Board of Directors and shall prepare a ballot at least 14 days prior to the Annual Meeting of the Members, which ballot shall include the names of those persons nominated to be candidates by the Nominating Committee. In addition, a petition signed by a minimum of 20% of the voting body shall automatically place that nominee on the ballot as a candidate. The nominee shall be required to submit a board application and a letter of interest along with the petition fourteen (14) days prior to the Annual Meeting in order to be included on the election ballot. Write-in votes are invalid.

Only Members with continuing or enrolled children are eligible to run for parent Board of Director vacancies, and candidates for Community Member may not have immediate or extended family enrolled in or employed by the school.

Section 4.13. Elections to the Board of Directors. Elections for expiring positions for the Board of Directors shall be held during the Annual Meeting of the Members of SRA. Elections for the Board of Directors shall be conducted as follows:

1. For voting purposes, each family of a student or students and each employee of the Charter School shall be entitled to one vote. If an employee is also a parent member, s/he may have only one vote for each Director's vacancy. In the case of married employees, only one may vote for each voting Director's vacancy. If more than one vote is cast by a particular family ore employee, then all votes for that family or employee shall be disqualified and not considered;
2. Member families and employees may vote for as many candidates as there are vacancies to be filled;
3. Elections shall be by secret ballot;
4. Elections shall be determined by simple majority of votes cast;

The Nominating Committee shall conduct, tabulate the results of, and certify the results of all elections. Certification of election results shall be presented to the Board of Directors at the conclusion of the election at the Annual Meeting. Newly elected Directors are encouraged to attend as non-voting Directors meetings of the Board until they assume their duties as Directors

Section 4.15. Chairman and other Officers The Directors shall elect from among themselves a Chairman. The Chairman shall preside over all meetings of the Board of Directors, and shall have all other authority as may be delegated by the Board. The Directors shall also elect from among themselves a Vice-Chairman, Secretary, and Treasurer. No Director may hold more than one of these offices concurrently.

Section 4.16. Other Qualifications and Requirements of Directors. Members of, and candidates for membership on, the Board of Directors shall satisfy and comply with the following duties, limitations and restrictions:

1. Directors shall not receive any compensation for their services except as provided for in these Bylaws;
2. Directors shall inform the Board of Directors of potential conflicts of interest prior to commencement of any debate or consideration of any matter for which the member has a potential conflict;

3. Directors shall not vote on matters in which they have a conflict of interest;
4. Candidates for the Board of Directors shall not campaign on the Charter School premises, in any Charter School newsletter, or on the Charter School website. This restriction does not prohibit the Charter School from being used as the election place and this does not prohibit mock conventions, caucuses or student elections;
5. Only one family member may serve on the Board of Directors at any one time. This restriction does not prohibit family members of a Director from serving on standing committees;
6. All Directors must agree to sign a contract with SRA defining and accepting their role as a Director.

ARTICLE 5: CONDUCT OF MEETINGS OF BOARD OF DIRECTORS

Section 5.1. Open Meetings. Meetings of the Board of Directors are subject to the provisions of the Wyoming Open Meeting Law, and that the Board of Directors shall comply with the provisions of such law in connection with all of its activities.

Section 5.2. Public Notice. All public notices of meetings shall include the agenda items to be considered by the Board of Directors. The form and adequacy of the publication for special meetings shall be the responsibility of the persons calling the special meeting.

Section 5.3. Agenda. The Chairman shall be responsible for causing a written agenda to be prepared for every regularly scheduled meeting of the Board of Directors. Persons calling a special meeting shall be responsible for causing a written agenda to be prepared for the special meeting.

Any issue, item, or matter for discussion, deliberation or resolution shall be included in the agendas for all regular meetings of the Board, providing the matter has been submitted in writing to the Chairman at least 7 days prior to the regularly scheduled meeting.

Section 5.4. Regular meetings. Regular meetings shall be held on the third Wednesday of each month, are open to the public, and notice thereof shall be posted at Snowy Range Academy or in a designated public place at least 24 hours in advance of the meeting, in accordance with Wyoming's Open Meeting Laws. Notice of, and the agenda for, regular meetings shall be posted on SRA's website.

Section 5.5. Executive sessions. All regular and special meetings of the Board of Directors shall be open to the public, except that, upon a vote of a majority of the Directors present, an executive session may be held to discuss any one or more of the following matters:

(i) With the attorney general, county attorney, district attorney, city attorney, sheriff, chief of police or their respective deputies, or other officers of the law, on matters posing a threat to the security of public or private property, or a threat to the public's right of access;

(ii) To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer, unless the employee, professional person or officer requests a public hearing. The governing body may exclude from any public or private hearing during the examination of a witness, any or all other witnesses in the matter being investigated. Following the hearing or executive session, the governing body may deliberate on its decision in executive sessions;

(iii) On matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party;

(iv) On matters of national security;

(v) When the agency is a licensing agency while preparing, administering or grading examinations;

(vi) When considering and acting upon the determination of the term, parole or release of an individual from a correctional or penal institution;

(vii) To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price;

(viii) To consider acceptance of gifts, donations and bequests which the donor has requested in writing be kept confidential;

(ix) To consider or receive any information classified as confidential by law;

(x) To consider accepting or tendering offers concerning wages, salaries, benefits and terms of employment during all negotiations;

(xi) To consider suspensions, expulsions or other disciplinary action in connection with any student as provided by law.

The motion requesting the executive session shall state the nature of the matter to be discussed. Only those persons invited by the Board may be present during the executive session.

The Principal and Operations Manager shall not take part in any executive session discussions concerning his or her own or each other's salary determination or performance evaluations and shall not be present for such discussions.

In addition, the employee member shall not take part in or be present for the following executive session discussions:

- (i) His or her own salary determination, employment, tenure, or performance evaluation;
- (ii) Salary determination, employment, tenure, and/or performance evaluation of other employees and supervisors;
- (iii) Confidential parent, student, and staff satisfaction surveys;
- (iv) Hiring and termination of employees
- (v) Grievances of any kind; and,
- (vi) Legal matters.

The above, enumerated executive session limitations are not exclusive and are in addition to any limitations determined on a case-by-case basis by the Board of Directors.

The Board shall not make final policy decisions, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money be adopted or approved at any session closed to the general public. Matters discussed during executive sessions shall remain confidential among those attending. The Secretary shall maintain topical minutes of all executive session items that result in public Board action.

Section 5.6. Special meetings. Special meetings of the Board may be called by or at the request of the Chairman or by any two Directors. Special meetings of the Board shall follow the rules and regulations of a regular public Board meeting.

Section 5.7. Recess. The Board of Directors may recess any regular, special, or recessed regular or special meeting, to a place and time specified in an order of recess. A copy of the order of recess shall be conspicuously posted on or near the door of the place where the meeting or recessed meeting was held.

Section 5.8. Emergency Meetings. The Chairman, or in his absence the Vice Chairman, may call an emergency meeting on matters of serious immediate concern to take temporary action without notice. Reasonable effort must be made to offer public notice. All action taken at such a meeting is of a temporary nature and in order to become permanent must be reconsidered and acted upon at an open public meeting within forty-eight (48) hours.

Section 5.9. Rules of order. Robert's Rules of Order shall govern procedures in all cases to which they are applicable and not inconsistent with these Bylaws and any special rules of order adopted by the Board.

ARTICLE 6: STANDING COMMITTEES OF THE BOARD OF DIRECTORS

Section 6.1. Standing Committees of Board of Directors. The Board of Directors shall maintain the following standing committees:

1. Hiring committee;
2. Finance committee; and
3. Nominating/Election committee.

Section 6.2. Appointment to, and Duties of Standing Committees. The Board of Directors shall appoint to standing committees Members and Charter School, faculty, and staff. The standing committees shall report to the Board of Directors, unless otherwise provided for within these Bylaws. The Board of Directors may also establish other committees, as it may from time to time deem necessary. Each committee shall limit its considerations to those specific tasks assigned to it by the Board by resolution or other proper authority establishing the particular committee. The Board of Directors shall clearly instruct each person appointed to a standing committee as to the length of time the person is being asked to serve, and clearly instruct the committee regarding the task the committee is to consider, the extent and limitations of the committee's responsibility; the resources available to the committee, and the approximate date on which the committee is to return its reports and recommendations to the Board of Directors. The Secretary of the Board of Directors shall maintain a register of members on each committee approved by the Board of Directors. The Board Chairman or his designee shall be non-voting members of all standing committees.

Section 6.3. Committee powers and prerogatives. All recommendations of a standing or advisory committee shall be submitted to the Board of Directors for official action. The Board shall have the power to dissolve any advisory committee and shall reserve the right, by majority vote, to exercise this power at any time during the life of any such committee.

Section 6.4. Chairman. The Board of Directors shall appoint one member of each committee to serve as chairman.

Section 6.5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6.6. Quorum. Unless otherwise provided by resolution of the Board of Directors, a majority of a whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6.7. Rules. Each committee may adopt rules for its own government, not inconsistent with these Bylaws or with resolutions adopted by the Board of Directors. Unless otherwise expressly provided by the Board of Directors, members of committees shall comply with the rules and limitations provided in these Bylaws for Directors.

ARTICLE 7: OFFICERS

Section 7.1. Officers. The officers of the Corporation shall be a Chairman, a Vice Chairman, a Secretary, and a Treasurer. The Board of Directors may select or appoint such other officers, including one or more Deputy Secretaries and one or more Deputy Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed, from time to time, by the Board of Directors. The same person may not occupy more than one position.

Section 7.2. Election of Officers. The Board of Directors shall meet at least once a year to elect officers for the ensuing year. The election of officers will occur either at the regular May board meeting or at a special board meeting to be held prior to the first business day in June. Each officer shall serve a term of one (1) year or until his or her successor shall have been duly elected and qualified, and shall have taken office.

Section 7.3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 7.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 7.5. Chairman. The duties of the Chairman shall include, but not be limited to, the following:

1. Presiding over all meetings of the Board of Directors;
2. Setting and distributing an agenda for each meeting;
3. Coordinating the work of the Board of Directors;
4. Presiding over the Annual Meeting of the Members;
5. Acting as the official representative of the Charter School to the ACSD #1, School Board, community, and the Members;
6. Seeing that all orders and resolutions of the Members and of the Board of Directors are followed and carried into effect; and
7. Performing all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

The Chairman shall in general supervise the business and affairs of the Corporation. The Chairman may sign, with the Secretary or any other proper officer of the Corporation

authorized by the Board of Directors, any contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by Wyoming Statute to some other officer or agent of the Corporation.

Section 7.6. Vice-Chairman. In the absence of the Chairman or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice Chairman shall perform such other duties as from time to time may be assigned to him by the Chairman or by the Board of Directors.

Section 7.7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 8 of these Bylaws. The specific duties of the Treasurer shall include, but not be limited to, the following:

1. Oversee management of all private and public funds and securities of SRA and Charter School;
2. Work with the business managers of the Charter School and ACSD #1 on all control and accounting matters;
3. Responsibility for the financial statements of the Charter School and/or SRA;
4. Serve as a member of the Finance committee of the Board of Directors;
5. Ensuring that grant monies, donations, and bequests are expended consistent with the terms of such financial contributions; and
6. Perform all other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to such office by the Chairman and the Board of Directors.

Section 7.8. Secretary. The specific duties of the Secretary shall include, but not be limited to, the following:

1. Keep the minutes of the meetings of the Board of Directors and the Annual Meeting of the Members;

2. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
3. Maintain the corporate records of the Corporation, and
4. Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman or the Board of Directors.

Section 7.9. Deputy Treasurers and Deputy Secretaries. If required by the Board of Directors, the Deputy Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Deputy Treasurers and Deputy Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary or by the President or the Board of Directors.

Section 7.10. Compensation. Compensation for any corporate officers shall be limited to that authorized by the Board of Directors, consistent with these Bylaws and the Articles of Incorporation.

Section 7.11. Staff. The Principal, Operations Manager, and employee representative to the Board of Directors may not serve as officers of SRA.

ARTICLE 8: CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 8.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Any such persons shall familiarize themselves with, and shall follow, the requirements for contracting set forth in SRA's Charter.

Unless authorized by the Board, no officer, agent, or employee shall have any power or authority to bind SRA or the Charter School by any contract or engagement, to pledge the credit of, or to render liable SRA or Charter School for any purpose or for any amount.

To be valid, all contracts shall be approved by majority vote of the Board or Directors and shall be reviewed and approved in writing as to form by SRA's legal counsel.

Section 8.2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation or the Charter School, shall be signed by such officer(s) or agent(s) of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the Chairman or a Vice Chairman of the Corporation.

Section 8.3. Deposits. All funds of the Corporation or the Charter School shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 8.4. Grants. The Board or any member of the Board of Directors may accept on behalf of SRA or Charter School any contribution gift, grant, bequest or device of the general purposes or for any special purpose of the Charter School. The Treasurer shall ensure that grant monies, donations, and bequests are expended consistently with the terms of such financial contributions. SRA shall reserve all right, title and interest in and to the control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any such special fund, purpose, or use. The funds from such designated contributions shall be retained in a special account separate from Charter School operating funds.

Section 8.5. Loans. No loans shall be contracted on behalf of SRA or Charter School and no evidences of indebtedness shall be issued in their names unless authorized by a majority vote of the Board of Directors and in full compliance with the Charter. This language shall not be construed to prohibit SRA from issuing purchase orders or paying for approved expenditures in the ordinary course of business.

ARTICLE 9: BOOKS AND RECORDS

Section 9.1. Minutes and Accounts. The Corporation shall keep minutes of the proceedings of its Board of Directors and all committees having any of the authority of the Board of Directors, and shall also keep correct and complete books and records of account.

All approved records of the Charter School are considered public documents and may be inspected at any reasonable time. All books and records of SRA may be inspected by any person for any proper purpose at any reasonable time. Provided, however, that this language shall not apply to student records, personnel records, and any other record protected under privacy laws.

Section 9.2. Audits and Reports. The Board of Directors may cause an annual inspection or audit of the accounts of the corporation to be made by a certified public accountant to be selected by the Board. At least once each year, the Chairman shall make a report to the Board of Directors, which shall include a complete and detailed statement of the business and affairs of the Corporation during the preceding year.

ARTICLE 10: FISCAL YEAR, USE OF ASSETS AND DISSOLUTION

Section 10.1. Fiscal year. The fiscal year of the School shall be July 1st to June 30th.

Section 10.2. Assets. All monies raised or received by SRA or the Charter School shall be utilized in support of the Charter School. The Board of Directors shall allocate resources to the Charter School at its sole discretion.

Section 10.3. **Enrichment of Members.** As a not for profit corporation, no member or officer may be unduly enriched from assets of the Corporation.

Section 10.4: **Dissolution.** Upon dissolution of SRA, as stated in the Articles of Incorporation, all assets will be disposed of as follows:

After paying or making provision for the payment of all of the liabilities of the corporation, distribute the assets of the corporation as follows: (1) Any assets purchased with public funds shall become the property of Albany County School District No. 1, a body corporate and political subdivision of the State of Wyoming, organized pursuant to Wyoming Statutes, § 21-3-101 et. seq.; and (2) Any and all other assets shall be distributed to either Albany County School District No. 1, or to one or more tax exempt corporations within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, to be used for educational purposes with a preference for charter schools, or they shall be distributed to the federal government, or to a state or local government, for a public purpose.

All assets not required to be delivered to the School District shall be donated to existing or approved Charter Schools within the State of Wyoming. If no such schools exist, such monies shall be donated to the Colorado League of Charter Schools.

ARTICLE 11: SEAL

Section 11.1. **Seal.** The Corporation shall have no corporate seal.

ARTICLE 12: MEMBERSHIP AND MEMBERSHIP MEETINGS

Section 12.1. **Membership.** Parents or legal guardians of a child enrolled in the Charter School shall constitute the membership of Snowy Range Academy, Inc.

Section 12.2. **Voting.** Each family of a student or students shall have one vote.

Section 12.3. **Role of a member.** The Members shall have the following rights and responsibilities:

1. To attend general meetings;
2. To be informed of, and to maintain informed of, Charter School issues;
3. To Elect the Board of Directors;
4. To communicate with the Board of Directors;
5. To serve and participate in volunteer activities and other Charter School activities whenever possible.

Section 12.4. Quorum. A majority of the Members in attendance shall constitute a quorum for the transaction of business by the Members.

Section 12.5. Enrollment. As a public Charter School, Snowy Range Academy will conform to State and Federal statutes for non-discrimination in its admissions policies.

Section 12.6. Annual Meeting of the Members. There shall be at least one general meeting of Members of Snowy Range Academy, Inc., each year. A general meeting shall be held in the spring of each year and shall be known as the Annual Meeting of the Members for the purpose of receiving a report from the Board of Directors and committees, exchanging other information, and election of Board members. Public notification shall be given at least seven days prior to the meeting. Meetings shall be held at the School or at a location specified by the Board of Directors. Minutes of such meetings shall be kept by the Secretary. Except as provided by Amendment to the bylaws, general membership meetings are primarily informational. Business matters requiring a vote are the domain of the Board of Directors.

ARTICLE 13: THE PRINCIPAL AND OPERATIONS MANAGER

Section 31.1. Principal. The Principal shall be subject to the direction and supervision of the school Board through the Chairman of the Board of Directors and shall be the chief executive officer of the Charter School and serve as the chief administrator for the day-to-day operations of SRA, and the philosophical and instructional leader, promoting the mission of SRA. The Principal shall see that all orders and resolutions of the Board of Directors are carried into effect and perform all other duties incident to the office of Principal and as time to time may be assigned to such officer by the Board of Directors through the Chairman of the board. The principal is a non-voting member of the Board and shall attend all Board meetings.

Section 31.2. Operations Manager. The Operations Manager shall be subject to the direction and supervision of the school Board through the Chairman of the Board of Directors and shall oversee the development and maintenance of SRA's finances, manage SRA's facility and physical plant operations, oversee the development and maintenance of SRA's technological resources, and ensure SRA is in compliance with all applicable state, federal, and district laws and regulations. The Operations Manager shall see that all orders and resolutions of the Board of Directors are carried into effect and perform all other duties incident to the office of Principal and as time to time may be assigned to such officer by the Board of Directors through the Chairman of the board. The principal is a non-voting member of the Board and shall attend all Board meetings

ARTICLE 14. INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 14.1. Scope of Indemnity. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, trustee, officer, employee or agent of the

Corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 14.2 Notification Required. In order to be entitled to indemnification by the Corporation, the party seeking indemnification shall immediately notify the Corporation of any proceeding for which he intends to seek indemnification. Such notification must be made before any costs are incurred by the party seeking indemnification.

Section 14.3 Authorization of reimbursement. Any indemnification under Section 14.1 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 14.1 and showing that he has provided timely notification as provided in Section 14.2. Such determinations shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, (3) by a majority of the members attending a special meeting called for the purpose of voting on indemnification, or (4) by a court of competent jurisdiction.

Section 14.4 Payment in advance of final disposition. Expenses incurred by an officer, director, trustee, employee or agent of the Corporation in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of a promise by such party to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in Sections 14.1 and 14.2. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 14.5 Authority to purchase insurance. By a vote of a majority of a quorum of the Board of Directors, the Board of Directors may authorize the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation.

ARTICLE 15. AMENDMENTS TO BYLAWS

Section 15.1. Amending the bylaws. The Bylaws may be amended, altered or repealed and new Bylaws adopted at any regular meeting of the Board of Directors, or at any

special meeting of the Board called for that purpose, by an affirmative vote of at least two-thirds of the voting members of the Board.

Section 15.2. Proposed amendments. Proposed amendments to these bylaws shall be submitted in writing to the Chairman. Copies shall be delivered to all Directors at least one-week prior to a regularly scheduled or special Board meeting. Consideration of amendments shall include an opportunity for the public to comment.

Section 15.3. School mission. Bylaws may not be amended to change the mission of the Charter School as stated in Article 2 unless approved by 80 percent of the Member families.

ARTICLE 16: ADOPTION

Section 16.1. Adoption. The above articles were adopted as Bylaws of the Snowy Range Academy, Inc., at a Board meeting held for this purpose on December 16, 2015.

IN WITNESS WHEREOF, I have hereunto signed my name 16th day of December 2015.

Karen Bienz

1 **SECOND CHARTER SCHOOL RENEWAL CONTRACT**

2
3 This Second Charter School Renewal Contract is dated as of the ____day of June, 2012,
4 and is made and entered by and between the following parties:

5
6 Albany County School District Number 1, a body corporate and political
7 subdivision of the State of Wyoming, organized pursuant to Wyoming Statutes
8 Section 21-3-101 et. seq., (School District), and

9
10 Snowy Range Academy, Inc., a Wyoming nonprofit corporation, based in
11 Laramie, Wyoming (Academy or SRA),

12
13 both hereinafter referred to as the “Parties.”

14
15 **I. RECITALS.**

16
17 A. SRA is a Charter School in its tenth year of operation. SRA was first approved by
18 the School District’s Board of Trustees (School Board) under the Charter Schools
19 Act (W.S. § 21-3-301 et seq.) on December 12, 2001.

20
21 B. SRA’s charter was renewed by the School Board for a five-year term on June 13,
22 2007.

23
24 C. This Renewal Contract represents the second five-year renewal of SRA’s charter,
25 authorizing SRA’s operations for School Years 2012-2013 through 2017-2018.

26
27 D. The purpose of this Renewal Contract is to reflect the relationship between the
28 parties as it has developed and changes in the applicable law over the ten years
29 SRA has operated.

30
31 **II. AGREEMENT.**

32
33 NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual
34 understandings, releases, covenants, and agreements herein described, the Parties agree as
35 follows:

36
37 1.00 Approval, Definitions, Introduction.

38
39 1.01 Approval. The School Board hereby approves SRA’s charter school
40 renewal application for an additional five (5) year term, authorizing the operation of SRA for
41 School Years 2012-2013 through 2017-2018 pursuant to the terms and requirements stated in
42 this Renewal Contract.

43
44 1.02 Accountability. SRA shall remain a public school within the School
45 District accountable to the School Board for purposes of ensuring compliance with applicable
46 State and Federal laws and this Renewal Contract. The School will continue to participate in the
47 School District’s accountability process in accordance with District School Board policy. All

1 records established and maintained in accordance with the provisions of this Contract, District
2 School Board policy, and federal and state law shall be open to inspection by the School District.
3

4 1.03 Approved Waivers. SRA has previously developed its own policies and
5 procedures, which required waivers from the School District in order to deviate from the School
6 District’s rules and regulations as well as non-applicable State laws. The School District ratified
7 all existing waivers upon which SRA’s current policies and procedures were developed. Any
8 future changes to SRA’s policies and procedures and additional requests for waivers are subject
9 to School Board approval following the procedure set out in Section 5.08 below.
10

11 1.04 Public Records and Board Access to Records. SRA agrees to follow the
12 requirements of Wyoming’s Administrative Procedure Act (W.S. § 16-3-101 et seq.) and Public
13 Records Act (W.S. § 16-4-201 et seq.) in the manner in which those laws would apply to the
14 School Board. All records established and maintained in accordance with the provisions of this
15 Renewal Contract, School Board policy, and federal and state law shall be open to inspection by
16 the School District.
17

18 1.05 Definitions. As used herein, the following words and phrases have the
19 meanings ascribed to them:
20

21 “ACSD#1 Policies” means the By-laws and Policies of the Board of Education,
22 ACSD#1, as revised.
23

24 “Board of Directors” or “Academy Directors” means the duly elected Board of
25 Directors and governing body of SRA that is responsible for administering and
26 governing SRA.
27

28
29 “Charter” means the most current authorization granting Snowy Range Academy
30 the authority to operate a charter school which is the Second Renewal Contract to
31 be executed by the District and SRA.
32

33 “Charter School” means the Core Knowledge school to be operated by Snowy
34 Range Academy pursuant to this Second Renewal Contract. SRA is to be
35 operated within the School District. By law SRA is a public school and operates
36 as a governmental entity pursuant to Wyoming Statutes § 21-3-305(e).
37

38 “Charter School Act” means Wyoming Statutes §§ 21-3-301 through 21-3-314 .
39

40 “District” or “School District” means Albany County School District Number 1, a
41 body corporate and political subdivision of the State of Wyoming, organized
42 pursuant to Wyoming Statutes §§ 21-3-101 et. seq., which operates a unified
43 school district within Albany County, State of Wyoming.
44

45 “Members” means the parents or legal guardians of any child enrolled in SRA and
46 SRA faculty, staff and administration employed by SRA.
47

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

4
5 “Renewal Contract” means this final contract executed by both SRA and the
6 School District following the approval by the School District of SRA’s Renewal
7 Application. This Renewal Contract reflects all agreements between the District
8 and SRA that are not included in the Renewal Application.

9
10 “Snowy Range Academy” or “SRA” means the Snowy Range Academy, Inc., a
11 nonprofit corporation organized pursuant to the Wyoming Nonprofit Corporation
12 Act.

13
14 “School Board” means the duly elected Board of Trustees of the School District.

15
16 “State Board” means the duly appointed Wyoming State Board of Education.

17
18 2.00 Vision, Mission and Mission Statement.

19
20 2.01 Approval. The Vision, Mission and Mission Statement set forth in Section
21 2.00 of the Renewal Application are accepted and hereby approved by the School District.

22
23 3.00 Description of Educational Program.

24
25 3.01 Approval. The Educational Program Statement set forth in Section 3.0 of
26 the Renewal Application is accepted and hereby approved by the School District subject to the
27 conditions set forth below.

28
29 3.02 Waiver of Existing Curriculum Requirements. The School District agrees
30 to continue the waiver of its curricular requirements, subject to the SRA’s continuation of its
31 instructional programs as outlined in its Renewal Application.

32
33 3.03 Future Waivers. The School District agrees to consider and then approve
34 waivers for curriculum and instructional materials necessary to operate SRA as contemplated in
35 this Renewal Contract.

36
37 Notwithstanding the foregoing requirement, the School District agrees to
38 waive any requirement that curriculum and instructional materials for existing grade levels be
39 approved by the School District prior to implementation by SRA provided that the curriculum
40 and materials meet or exceed content standards adopted by the School District and the State of
41 Wyoming, and are consistent with or contemplated by the Renewal Application.

42
43 The District has approved the SRA’s Board’s effort to expand its offerings
44 into Grades 10 through 12. It is expected that the expansion will occur slowly, and will follow
45 the process adopted in developing the 9th Grade curriculum. Before adding any additional grade
46 levels, SRA, shall develop a plan for the delivery of its proposed curriculum for approval by
47 School District Administration.

1
2 Any changes to the kindergarten through eighth grades curriculum not
3 within the core knowledge framework and the ninth grade curriculum set forth in the Renewal
4 Application must be approved by the School District. This waiver is granted based upon the
5 following requirements:
6

7 3.03.a SRA is granted the authority and responsibility of implementing its
8 educational program, subject to the conditions of this Renewal Contract, in a manner
9 which is consistent with State law, including, without limitation, requirements regarding
10 State standards.
11

12 3.03.b The educational program and curriculum designed and
13 implemented by SRA meets, and shall continue to meet, any State standards lawfully
14 adopted by the School District and are designed to enable each pupil to achieve such
15 standards. SRA is required to comply with all requirements for State accreditation as
16 contained in the Wyoming Department of Education Rules and Regulations. SRA agrees
17 to monitor the implementation of these requirements and to provide reports as requested
18 to the District to confirm compliance.
19

20 3.03.c SRA shall comply with all state statutory requirements concerning
21 subjects of instruction, unless specifically waived by the School Board.
22

23 3.03.d SRA shall maintain a process for resolving public complaints
24 regarding instructional material, which provides an opportunity to be heard and an appeal
25 process similar to current School District policies and procedures, excepting that the final
26 administrative appeal shall be heard by SRA's Board.
27

28 3.04 Nonreligious, Nonsectarian Status. SRA shall remain a public,
29 nonsectarian, nonreligious, nonhome-based school operating within the District.
30

31 3.05 Non-Discrimination. SRA shall remain subject to all federal and state
32 laws and constitutional provisions prohibiting discrimination on the basis of disability, race,
33 creed, color, gender, national origin, religion, ancestry or need for special educational services.
34

35 3.06 Tuition and Fees. SRA shall not charge tuition to students residing in the
36 School District, other than for before-school programs, after-school programs and inter-session
37 programs. Tuition and fees may only be charged in accordance with School District policy and
38 state law, or as established by SRA in accordance with applicable law.
39

40 3.07 Participation in Non-Academic Activities of Other Schools. SRA's
41 students may participate in non-academic, extra-curricular activities at other schools in the
42 School District, provided that the prerequisites for participation are met and there is space
43 available in the desired activity or program. When such participation requires payment of a fee,
44 SRA's student shall be responsible for payment of the fee. SRA's students shall not be eligible
45 for enrollment in academic courses at District schools on a part-time basis, unless otherwise
46 specifically agreed to by the School District on a case-by-case basis.
47

1 4.00 Measurable Pupil Outcomes & Assessments.

2
3 4.01 Approval. The Pupil Performance Standards and Assessment Statement
4 set forth in Section 4.0 of the Renewal Application are accepted and hereby approved by the
5 School District subject to the requirements set forth below.

6
7 4.02 Performance Assessment. SRA agrees to assess student performance in a
8 manner that satisfies current State requirements.

9
10 4.03 Evaluation of Pupil Performance and Procedures for Corrective
11 Action. SRA’s methods for evaluating pupil performance and procedures for corrective action
12 contained in Section 4.0 of the Renewal Application are accepted and hereby approved by the
13 School District subject to the requirements set forth in this Renewal Contract.

14
15 4.04 Record Keeping. SRA shall comply with all record keeping requirements
16 of federal and state law and shall provide any reports required to meet the School District’s
17 reporting obligations to the Wyoming Department of Education. Student records include,
18 without limitation, immunization records, class schedules, records of academic performance,
19 disciplinary actions, attendance, and standardized test results and documentation required under
20 federal and state law regarding education of students with disabilities.

21
22 SRA shall comply with all School Board approved policies and
23 regulations, and applicable federal and state laws, concerning the maintenance and disclosure of
24 student records, including, without limitation, Wyoming’s Public Records Act found at W.S. §
25 16-4-201 et seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §
26 1232g.

27
28 4.05 Individual Education Plans. Students with Individualized Education Plans
29 (IEP) will not be exempted from School District standards. SRA, with the aid of the District,
30 shall provide reasonable accommodations regarding the manner in which students with IEP’s are
31 taught and assessed as set forth below.

32
33 4.06 Education of Students with Disabilities. SRA shall comply with all
34 District School Board-approved policies and regulations and requirements of federal and state
35 law concerning the education of children with disabilities, including but not limited to the
36 following:

37
38 4.06.a. The School District shall, through its case manager, direct and
39 oversee the development and/or modification of any Individualized Education Program
40 (“IEP”) for special education students of SRA. The School District shall coordinate the
41 scheduling of IEP meetings with SRA. The School District’s Director of Special
42 Services, or designee, shall maintain the same administrative responsibilities and
43 authority in SRA as in all other School District schools for purposes of special education
44 programs and services.

45
46 4.06.b. SRA shall use School District special education forms and will
47 document compliance with the requirements of federal and state law, including

1 procedural due process.
2

3 4.06.c. The School District may identify from time to time changes to the
4 educational program of SRA that (a) are necessary to comply with applicable state or
5 federal law for education students with disabilities; or (b) are determined to provide
6 reasonable cost savings or other recognizable benefits in connection with educating
7 students with disabilities. After good faith discussion of these changes with SRA, the
8 School District shall have the right to require any such changes which are necessary to
9 comply with state or federal law and shall have the right to request other changes on
10 behalf of students with disabilities.
11

12 4.06.d. Special education programs and services will be available to the
13 student as part of the regular school day in accordance with the least restrictive
14 environment mandate of federal and state law.
15

16 4.07 Academic Goals for SRA. SRA's 2011-2012 goals set forth at Appendix
17 C of the Renewal Application are accepted and hereby approved by the School District.
18

19 SRA shall meet the goals set forth in its annual school improvement plan
20 which comply with school improvement requirements set forth by the North Central Association
21 for Accreditation and School Improvement (NCA) of which SRA is a member.
22

23 SRA agrees that if it fails to achieve its goals set forth by law and in its
24 annual school improvement plan described above it will participate in the remediation program
25 described in the Wyoming Accountability in Education Act. Failure of SRA to achieve the
26 foregoing goals after completing the remediation program described in the Wyoming
27 Accountability in Education Act may be considered a basis for revoking or refusing to renew the
28 Charter School under W.S. § 21-3-309(c).
29

30 4.08 Student Assessment. SRA shall provide written progress reports for
31 students on a quarterly basis. The grading system adopted and used by SRA shall comply with
32 the standards adopted by the State Board, and followed by the School District.
33

34 4.09 Identification of Academically Low-Achieving and At-Risk Students.
35 SRA shall identify academically low-achieving and at-risk students and shall provide its
36 educational program to these students in a manner that is reasonably designed to best serve their
37 needs. SRA shall continue to use School Based Intervention Teams and Student Assistance
38 Teams.
39

40 5.00 Governance.

41

42 5.01 Approval. The Provisions for Governance and Operations of SRA set
43 forth in Section 5.0 of the Renewal Application are accepted and hereby approved by the School
44 District subject to the requirements set forth below.
45

46 5.02 Elections. SRA shall continue to provide for a democratic election of its
47 governing board. SRA's nominating committee shall nominate a sufficient number of

1 Community Directors to ensure that there is at least one participating Community Director at all
2 times.

3
4 5.03 Non-religious, Non-sectarian Status. SRA shall operate as a nonsectarian,
5 nonreligious, non-home-based public school. SRA shall not affiliate with any nonpublic
6 sectarian school or religious organization.

7
8 5.04 Commitment to Nondiscrimination. SRA's enrollment policy shall
9 comply with all applicable federal, state, and local laws, rules, and regulations, including without
10 limitation, the constitutional provisions prohibiting discrimination on the basis of age, disability,
11 race, creed, color, gender, national origin, religion, ancestry or need for special educational
12 services.

13
14 5.05 Delegation Waivers from District and State Policies. SRA and the School
15 District shall follow the procedures set forth in W.S. § 21-3-305 regarding waivers.

16
17 SRA shall comply with all School Board approved policies and
18 regulations set forth in the School District's policies now in existence and as they may be
19 amended in the future unless specifically waived by the School Board pursuant to law. SRA was
20 previously granted the following waivers which are continued:

21
22 5.05.a SRA is granted a waiver with respect to all matters set forth in
23 SRA's handbook which include but are not limited to its policies on attendance, student
24 conduct, dress code, student discipline and suspending, expelling, and denying admission
25 to a student.

26
27 5.05.b SRA is granted a waiver from the School District's school
28 calendar. SRA may use its own school calendar so long as the instructional program
29 complies with state law regarding minimum pupil-teacher contact hours and number of
30 days in operation.

31
32 5.05.c SRA may accept any student within Albany County and is
33 granted a waiver from the School District attendance centers.

34
35 5.05.d SRA is granted a waiver from the School District with respect to
36 any and all policies set forth in SRA's employee handbook, bylaws and student parent
37 handbook.

38
39 5.05.e The School Board agrees to give SRA notice of the adoption,
40 amendment or repeal of all rules that apply to SRA in accordance with W.S. § 16-3-103,
41 and to provide SRA with the reasonable opportunity to submit data, views or arguments
42 regarding any such proposed rule.

43
44 5.06 Open Meetings Law. SRA agrees that its Board of Directors will comply
45 with Wyoming's Public Meetings Statutes found at W.S. § 16-4-401 et. seq., as they apply to the
46 School Board.

1 5.07 Gifts. The School District shall be given written notice of all accepted
2 gifts, donations, and grants, and any conditions thereof, as part of its regular and normal
3 reporting to the School District. All gifts, donations, and grants accepted by SRA shall be for the
4 benefit of SRA and shall not reduce funding passed through by the School District.
5

6 5.08 Notice of Policies and Procedures. SRA shall furnish to the School Board
7 copies of all written policies or procedures it may develop with respect to any matter relating to
8 its operations and educational program upon adoption of such policies by SRA's Governing
9 Board. All such policies and procedures shall conform to any applicable state and federal laws.
10 If the School District objects to any new or revised policy or procedure it shall notify SRA of its
11 objections within forty-five (45) days. If SRA does not receive notice of the School District's
12 objections within forty-five (45) days after submitting the policy or procedure to the School
13 District, the policy or procedure shall be deemed accepted by the School District.
14

15 5.9 Conflict of Interest. Members of the Governing Board of SRA shall adhere
16 to the policies set forth in SRA's bylaws regarding conflicts of interest.
17

18 5.10 Dissolution. In the event SRA should cease operations for whatever
19 reason, including the non-renewal or revocation of its Charter, SRA and the School District shall
20 follow the dissolution procedures set forth by the Renewal Application.
21

22 6.00 Employee Relations.

23
24 6.01 Approval. The Employee Relations Statement set forth in Section 6.0 of
25 the Renewal Application is hereby approved and accepted by the School District. The Parties
26 acknowledge that in an Opinion of the Wyoming Attorney General dated June 13, 2011, the
27 Attorney General has opined that the Wyoming Teacher Employment Law (W.S. § 21-7-101 et
28 seq.) does not apply to charter schools and that SRA does not need to therefore request waivers
29 from that law in order to amend SRA personnel policies as set forth in the Renewal Application.
30

31 6.02 The School Board authorizes SRA to amend its personnel policies as set
32 forth by the Renewal Application.
33

34 6.03 SRA's policies and procedures set forth in the Renewal Application shall
35 supersede the requirements of any School Board approved policies or regulations, to the extent
36 permitted by law, subject to the provisions of this Renewal Contract.
37

38 6.04 Employee Compensation, Evaluation, and Discipline. SRA shall follow
39 the policies and procedures set forth in its Renewal Application regarding compensation,
40 evaluation, promotion, discipline, and termination of the employment of SRA's employees.
41 Those teachers employed on a full-time basis by SRA shall be subject to the same requirements
42 with respect to certification by the Wyoming Professional Teaching Standards Board under W.S.
43 21-2-802 and other qualifications as any other teachers authorized to teach in Wyoming public
44 schools.
45

46 6.05 Supervision and Responsibility. SRA shall follow the policies and
47 procedures set forth in its Renewal Application regarding the supervision and evaluation of its

1 principal and teaching staff.
2

3 SRA's principal shall be responsible for evaluating the performance of all
4 certified personnel employed by SRA. The principal shall be responsible for evaluating
5 employees holding licensure pursuant to all requirements established by SRA, the State Board of
6 Education, the Wyoming Department of Education and as otherwise required by Wyoming law.
7 Evaluation programs for each employee group required to hold licensure shall comply with all
8 statutory and Wyoming Department of Education requirements. All classified employees shall be
9 evaluated at least annually. The written results of the evaluations and the evaluation report shall
10 be submitted to the School Board on a date mutually acceptable to SRA and the School District,
11 to be maintained in compliance with State law.
12

13 SRA Directors shall be responsible for the evaluation of SRA's principal
14 on at least an annual basis.
15

16 6.06 Payroll. SRA shall be responsible for administering its own payroll.
17

18 6.07 Benefits. SRA shall be responsible for administering any and all benefit
19 programs for its employees.
20

21 6.08 Equal Opportunity Employer. SRA affirms that it shall not discriminate
22 against any employee on the basis of federal and state laws and constitutional provisions
23 prohibiting discrimination in employment.
24

25 6.09 Employee Welfare and Safety. SRA has adopted welfare and safety
26 standards in its personnel policies previously approved by the School Board. SRA shall continue
27 to comply with those welfare and safety standards.
28

29 6.10 Employee Records. SRA has adopted policies and regulations regarding
30 the maintenance and disclosure of employee records in its personnel policies previously
31 approved by the School Board. SRA shall continue to comply with those policies and
32 regulations.
33

34 6.11 Employee Conflicts of Interest. SRA has adopted policies and regulations
35 regarding conflicts of interest in its personnel policies previously approved by
36

37 6.12 School District Teachers/Administrators. SRA shall comply with all
38 applicable state laws and School District policies regarding leave of absence issues for current
39 teachers of the School District who are selected for employment by SRA and who may,
40 ultimately, anticipate returning to the School District.
41

42 6.13 PTSB Requirements. All principals, teachers, part time teachers and other
43 personnel at SRA that require certification pursuant to WS § 21-2-802 shall be appropriately
44 certified to teach by the Wyoming Professional Teaching Standards Board (PTSB) or shall have
45 obtained a provisional certificate from PTSB.
46

47 6.14 Special Education and Child Advocacy. SRA shall not be required to

1 provide child advocates for students requiring an IEP.

2
3 7.00 Health & Safety.

4
5 7.01 Approval. The Health and Safety section set forth in Section 7.0 of the
6 Renewal Application is accepted and hereby approved by the School District subject to the
7 requirements set forth below.

8
9 7.02 Student Welfare and Safety. SRA shall comply with all School Board
10 approved policies and regulations, and comply with all applicable federal and state laws
11 concerning student welfare, safety, and health, including, without limitation, School Board
12 policies and laws addressing the reporting of child abuse, accident prevention and disaster
13 response, and any state regulations governing the operation of school facilities (unless and to the
14 extent that any such policies or regulations are waived in writing by the appropriate
15 governmental authority). In any event, the District Superintendent will be notified of all
16 accidents resulting in injury.

17
18 8.00 Admissions Requirement.

19
20 8.01 Approval. The Admissions Requirements section set forth in Section 8.0
21 of the Renewal Application is accepted and hereby approved by the School District subject to the
22 requirements set forth below.

23
24 8.02 Open Enrollment. SRA agrees to follow the policies and procedures for
25 enrollment as set forth in the Renewal Application and its Student-Parent Handbook.

26
27 8.03 Transfer of Students. Any transfer of students from SRA to another
28 school in the School District shall be approved in accordance with School District Policy.

29
30 8.04 Non-Resident Students. Students who reside outside of the School District
31 shall not be admitted to the School until all applicants who reside in the School District and who
32 qualify for admission have been enrolled. Students who reside within Wyoming but not in
33 Albany County must have an acceptable agreement with their district of residence and the School
34 District in accordance with W.S. § 21-4-502. If they reside outside of Wyoming they must pay
35 tuition in accordance with W.S. § 21-4-505.

36
37 9.00 Evidence of Sound Economic Plan, Proposed Budget for Term of Charter,
38 Provision for Annual Audit, Displacement Plan.

39
40 9.01 Approval. The Evidence of Sound Economic Plan, Proposed Budget,
41 Provision for Annual Audit, and Displacement Plan Statement set forth in Section 9.0 of the
42 Renewal Application are accepted and hereby approved by the School District subject to the
43 requirements set forth below.

44
45 9.02 Funding. SRA's funding shall be dependent upon continued
46 appropriations by the Wyoming Legislature.

1
2
3 The amount of SRA’s school foundation funding for each school year
4 shall be based upon SRA’s Average Daily Membership calculated in accordance with state law
5 and regulations, in the same manner calculated and funded for the School District. The resulting
6 ADM will then be used to generate the school level model generated resources directly
7 attributable to the School in the WDE’s school foundation program model.
8

9 So long as the Charter has not been revoked, the school foundation
10 funding plus all appropriated school facility funding will be passed through to SRA in
11 installments consistent with the receipt of funds by the School District from the State of
12 Wyoming, commencing on the first statutory payment date following execution of this
13 Agreement.
14

15 For newly added grades, installments paid after October 1 shall be based
16 upon the School's October 1 enrollment count.
17

18 9.03 Facilities. SRA’s current lease expires in July of 2015, during the term of
19 this Renewal Contract. Original Senate File 1, Enrolled Senate Act No. 29, of the 2012
20 Wyoming Legislative Budget Session at Section 027, Footnote 2(a)(iii) directs and authorizes the
21 School Facilities Commission Staff to evaluate the purchase and acquisition of SRA’s current
22 facility. The Parties agree to cooperate with each other in amending the School District’s five
23 (5) year facilities plan to provide for a long term cost effective resolution to SRA’s facility
24 needs, which shall include the potential purchase and acquisition of SRA’s current facilities and
25 any other appropriate remedies.
26

27 9.04 Special Education. Because of the manner in which Special Education is
28 funded at the State level, the parties agree that the School District will be responsible for special
29 education expenditures for SRA’s students identified under the Federal Individuals with
30 Disabilities Education Act (IDEA). The School District shall serve children with disabilities
31 attending SRA in the same manner the School District serves children with disabilities in its
32 other schools, including supplementary and related services on site at SRA to the same extent to
33 which the School District has a policy or practice of providing such services on the site to its
34 other public schools Except as provided below, the School District shall be entitled to retain
35 revenues received by the School District that are reasonably attributable to the education of
36 special education students in the School District or SRA, including, without limitation, the
37 proportionate share of state and federal resources generated by SRA’s students with the
38 disabilities, or the staff serving them (but excluding any such funds obtained by SRA through
39 private grant or gift). The School District and SRA shall allocate costs of such special education
40 students in accordance with the following guidelines:
41

42 9.04.a. The School District shall allocate IDEA Part B funds for the
43 benefits of the School on the same basis it allocates funds for the benefit of the School
44 District’s other schools including a proportional distribution based on relative enrollment
45 of children with disabilities; and at the same time the School District allocates other
46 Federal funds to its other public schools consistent with the Wyoming charter school laws
47 W.S. §21-3-301 to W.S. §21-3-314.

1
2 9.04.b SRA shall remain responsible for the cost, if any, of the portion of
3 SRA's student's IEP that is typically provided by schools within the School District,
4 including, without limitation, the classroom teacher, normal classroom supplies, and
5 similar educational services provided to all students.
6

7 9.04.c Provided that SRA reasonably complies with, and follows the IEP
8 of all students identified under IDEA, the School District shall be responsible for 100
9 percent of the total costs (the "excess IEP cost") incurred annually to deliver the
10 education described in SRA's students' IEP over and above the costs incurred by SRA in
11 connection with the regular education program as described above, including, without
12 limitation, costs of special education and related services, including transportation, where
13 identified as a related service on a student's IEP; costs of providing special equipment
14 and materials necessary to assist the special education student; and legal expenses
15 incurred by the School District for its attorney in connection with staffing and special
16 education due-process hearings. SRA will assure that School District personnel, as
17 appropriate, will participate in the development of all IEPs.
18

19 9.04.d A student with a disability who resides in another school district
20 and who requires special education services will be enrolled in SRA only if the student's
21 special education needs can be appropriately addressed with the programs and services
22 available at SRA. In such event, SRA must also meet the requirements of Section 9.04
23 with respect to any such student.
24

25 9.04.e The School District shall have complete responsibility and
26 authority to deliver the services required in connection with the excess IEP cost, and SRA
27 shall cooperate fully with the School District in delivery of these services. SRA and the
28 School District shall cooperate in good faith to determine which of the services required
29 by the IEP should be delivered through regular education personnel and services provided
30 by SRA and which services should be provided by the School District. In making this
31 determination, the School District and SRA shall consider the best interests of the child,
32 the most appropriate timing for the delivery of required services within the school day
33 along with the most efficacious means of delivering the services. In the case of a dispute
34 between the School District and SRA, the School District shall make the final decision
35 regarding the delivery of special education services.
36

37 9.04.f. Special education teachers, special education paraprofessionals and
38 related service providers, as defined by law, including school psychologists,
39 speech/language specialists, occupational/physical therapists, and social workers will be
40 hired by the School District and, with input from SRA, assigned to SRA in the same
41 manner that is used for all schools within the School District. The School District shall
42 include SRA's Principal or the Principal's designee in the interview process of potential
43 School District employees who are expected to provide services at SRA.
44

45 9.05 Budget. SRA's 2012-2013 preliminary budget set forth as Appendix E of
46 the Renewal Application was previously submitted to the School District and is approved. For
47 the 2013-2014 preliminary budget and all subsequent budgets, SRA shall submit its proposed

1 budget to the School Board for its approval on or before April 1 for the following relevant school
2 year. All budgets shall be prepared in accordance with the Wyoming School Budgeting,
3 Accounting and Reporting Manual. By no later than May 15, the School District shall provide a
4 written itemization of SRA's estimated ADM payments for the next school year to SRA.
5

6 9.06 Annual Audit. SRA shall maintain appropriate financial records in
7 accordance with all applicable federal, state, and local laws, rules, and regulations, and make
8 such records available to the School District, as requested, from time to time. SRA shall engage
9 and participate in an independent, outside audit by a certified public accountant of its financial
10 and administrative operations on an annual basis. SRA shall provide a copy of the results of the
11 audit to the School District in written form within the statutory time limits required of the
12 District. SRA shall bear the costs associated with the audit. The results of the audit shall
13 become a component unit of the School District and displayed separately with the report. Any
14 additional cost associated with the audit of SRA shall be borne by SRA.
15

16 9.07 Overall Preliminary Budget. Nothing contained in this Renewal Contract,
17 the Renewal Application, the 2012-2013 preliminary budget previously submitted to the School
18 District, or any subsequent preliminary budget shall be construed as requiring SRA to meet its
19 budget projections for any specific line item. Rather, the parties acknowledge that SRA is only
20 required to meet its overall budget and there is no requirement that individual line items of the
21 budget be met, except to the extent that meeting any such individual line item may be required
22 by statute or applicable regulation which has not otherwise been waived by the appropriate
23 authority.
24

25 9.08. Cash Reserves. SRA shall maintain a minimum Cash Reserve of five
26 percent (5%) of its annual budgeted expenditures, or such other amount as the parties may agree
27 from time to time
28

29 9.09 Indigent Students. SRA shall waive all fees for indigent students in
30 accordance with School Board policy and applicable state and federal law. SRA shall cooperate
31 with the School District to distribute the free and reduced lunch eligibility surveys to SRA's
32 student population.
33

34 9.10 Hot lunch Program. The School District shall provide hot lunch for SRA
35 students. So long as there is no third party reimbursement for school lunch, SRA shall reimburse
36 the District as provided in this section. For the first year of this contract, the rate of
37 reimbursement is \$0.85 per meal to cover SRA's portion of the general fund subsidy previously
38 paid by the state. Subsequent year's contribution for lunches shall be adjusted based upon the
39 District's prior fiscal year audited deficit divided by the number of prior fiscal year reimbursable
40 breakfasts and lunches served. The calculation for the following year's contribution shall be
41 provided to SRA along with the budget estimate each year in May. SRA will be billed at the end
42 of each month for the actual number of meals served. This subsidy amount is in addition to any
43 payments made by parents for student's lunches which are collected through the central kitchen
44 and credited to the students' accounts on PowerSchool.
45

46 9.11 Operational Powers. Subject to the above conditions, SRA shall be
47 fiscally responsible for its own operations within the limitations of any funding provided to SRA

1 by law, and shall have authority to independently exercise, also consistent with federal and state
2 law, the following powers (including such other powers as provided for elsewhere in this
3 Renewal Contract and in the Renewal Application to the extent consistent with this Renewal
4 Contract): contract for goods and services; prepare a budget; select personnel and determine their
5 compensation; procure insurance; lease facilities for school purposes; purchase, lease, or rent
6 furniture, equipment, and supplies; accept and expend gifts, donations, or grants of any kind in
7 accordance with such conditions prescribed by the donor as are consistent with law and not
8 contrary to any of the terms of this Renewal Contract; and all activities necessary and
9 appropriate to effect the foregoing. In exercising these powers, SRA shall comply with all
10 applicable School Board-approved policies unless a specific waiver is obtained.

11
12 9.12 Debt. SRA shall not enter into any agreement that gives rise to multiple-
13 fiscal year direct or indirect debt or other financial obligation whatsoever on the part of SRA
14 without the prior express written consent of the School District. SRA recognizes that any debt
15 created by SRA is not a debt of the District.

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

21
22 9.13 Annual Review. SRA shall be subject to an annual review of its operations
23 and finances by the School Board or a designee. SRA shall provide to the School Board
24 annually, a written report concerning its operations, including, without limitation, progress made
25 towards its educational goals and objectives, student attendance and student discipline
26 information, facilities and personnel matters.

27
28 9.14 Financial Reporting. Following SRA's Board approval of its monthly
29 financial reports, SRA shall provide a copy of its monthly financial reports to the School District.

30
31 9.15 Clarification for Use of District Services and Purchase Contracts. If not
32 prohibited by contract, the School District may allow SRA to take advantage of any discounts
33 available to the District for purchasing goods and services.

34
35 9.16 Books, Software and Libraries. Library books, software and other library
36 resources acquired by a school within the School District using ADM funding may be made
37 available to SRA, on request. Similarly, library books, software and other library resources
38 acquired by SRA using ADM funding may be made available to other schools within the district,
39 on request.

40
41
42 10.00 Suspension & Expulsion Policy.

43
44 10.01 Approval. The Suspension and Expulsion Policy set forth in Section 10.0
45 of the Renewal Application is accepted and hereby approved by the School District subject to the
46 requirements set forth below.

1
2 10.02 Appeals to the Board of Directors. All suspension and expulsion
3 proceedings of SRA students, including an identified child with a disability or a child with a
4 Section 504 handicap, will adhere to current SRA policy, but will be administered by the
5 School’s Principal and subject to administrative review and decision by the SRA Board of
6 Directors. Any right of review from the SRA Board of Directors shall be as provided by law.
7

8 11.0 Minimum Enrollment Requirements.
9

10 11.01 Approval. SRA has exceeded its original minimum enrollment
11 requirements of eighty students and there is no concern relating to the minimum number of
12 students required for SRA to commence its operations. There are no minimum enrollment
13 requirements for this Renewal Contract.
14

15 During the term of this Renewal Contract, SRA’s fiscal ability to continue
16 operations will be assessed by evaluating its revenues and expenses to determine whether the
17 Charter School can maintain a balanced budget.
18

19 12.0 Evidence of Support.
20

21 12.01 Approval. SRA’s current enrollment, wait list, and student performance
22 demonstrate sufficient support for the continuation of its charter.
23

24 13.0 Legal Liability and Insurance Coverage.
25

26 13.01 Approval. The Legal Liability and Insurance Coverage Statement set
27 forth in Section 10.0 of the Renewal Application is accepted and hereby approved by the School
28 District subject to the requirements set forth below.
29

30 13.02 Insurance. SRA shall maintain insurance coverage, including errors and
31 omissions coverage for SRA, the Board of Directors, employees and student accidents. SRA
32 shall name the School District as an “Additional Insured” on the contracts.
33

34 13.03 Risk Management. SRA shall promptly report any and all pending or
35 threatened claims, file timely notices of claim, cooperate fully with the School District in the
36 defense of any claims, and comply with the defense and reimbursement provisions of the
37 Wyoming Governmental Claims Act and the School District’s applicable insurance policies.
38

39 13.04 Compromise & Settlement. SRA shall not compromise, settle, negotiate,
40 nor otherwise affect any disposition of potential claims asserted against it without the School
41 District’s prior written approval.

42 13.05 Legal Liability. SRA shall be fully responsible for and shall indemnify
43 and hold the School District harmless against any and all of SRA’s liabilities. The School
44 District shall indemnify and hold SRA harmless from and against any and all loss, damage,
45 liability, cost and expense, including reasonable attorneys’ fees, incurred by SRA by reason of or

1 arising out of or in connection with any claim made against SRA for the actions of School
2 District personnel that are working at SRA or are on SRA's property.

3
4 14.00 Transportation.

5
6 14.01 Approval. The Transportation Statement set forth in Section 14.0 of the
7 Renewal Application is accepted and hereby approved by the School District.

8
9 15.00 Contracts.

10
11 15.01 Approval. The Contracts Statement set forth in Section 15.0 of the
12 Renewal Application is accepted and hereby approved by the School District subject to the
13 requirements set forth below.

14
15 15.02 Faith and Credit. SRA agrees that it will not extend the faith and credit of
16 the School District to any third person or entity. SRA acknowledges and agrees that it has no
17 authority to enter into a contract that would bind the School District and that except as provided
18 in this Renewal Contract, SRA's authority to contract is limited by the same provisions in law or
19 Board policy that apply to the School District itself. SRA also is limited in its authority to
20 contract by the amount of funds obtained from the State, as provided hereunder, plus any funds
21 received by SRA from other lawful sources. SRA Directors are hereby delegated the authority to
22 approve contracts to which SRA is a party, subject to the requirements and limitations of the
23 Wyoming Constitution, state law, School Board-approved policies and the provisions of this
24 Renewal Contract.

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

30
31 15.03 Term of Contracts. SRA shall be subject to bidding requirements
32 approved, adopted and followed by the School District.

33
34 15.04 Contract Language Protecting the District. Any and all contracts executed
35 by or on behalf of SRA shall include substantially the following language:

36
37 The undersigned understands and agrees that this contract is solely
38 with Snowy Range Academy, Inc., a Wyoming nonprofit
39 corporation, and that it is not with Albany County School District
40 Number 1. SRA, The undersigned covenants and agrees that it
41 will not seek to enforce this agreement against Albany County
42 School District Number 1. The undersigned further covenants not
43 to sue Albany County School District Number 1 as a result of
44 entering into this Contract.

1 16.00 Facilities.

2
3 16.01 Approval. The Facilities Statement set forth in Section 16.0 of the
4 Renewal Application is accepted and hereby approved by the School District.

5
6 17.00 General Provisions.

7
8 17.01 Term. The Charter and this Renewal Contract are effective as of the date
9 first written above for a period of five school years, and will terminate on July 31 following the
10 fifth school year of SRA's operation. The Charter may thereafter be renewed in accordance
11 with the Charter School Act by mutual written agreement of the parties.

12
13 Although this Renewal Contract is for operation of SRA as a charter school in the
14 School District for a period of five years, any financial commitment on the part of the School
15 District contained in this Renewal Contract is subject to annual appropriation by the State of
16 Wyoming, and the Parties agree that the School District has no obligation to fund the financial
17 obligations under this Renewal Contract out of revenues received for its students. Nor has the
18 School District irrevocably pledged or held for payment sufficient cash reserves for funding SRA
19 at or above the per pupil allocation or for providing services described herein for the entire term
20 of the Contract.

21
22 17.02 Termination. This Contract may only be terminated, and the Charter
23 revoked by the School Board, for the grounds provided by state law, W.S. § 21-3-309(c), and/or
24 for any material breach of this Renewal Contract, upon thirty days' advance written notice being
25 given to SRA.

26
27 17.03 Notice of Breach. The District School Board shall give SRA prior written
28 notice of any alleged statutory or other material breach of this Renewal Contract and of the
29 requirements for correction of same, and shall provide SRA forty five (45) days in which to
30 remedy or cure such breach or reach an agreement with the School Board for a plan to remedy or
31 cure such breach.

32
33 At any time during the forty five day (45) day cure period, either party
34 may demand mediation as provided below. Any such mediation request shall stay the forty five
35 day cure period up to forty five (45) additional days until mediation is completed, but in no event
36 shall the total time to mediate and cure any default exceed a total of ninety (90) days, unless
37 otherwise agreed to in writing by the parties. If such breach has not been corrected within the
38 time period specified by the District School Board in the notice of breach (but in no event less
39 than forty five (45) days provided in the notice of potential termination of the Contract), or
40 resolved through mediation, the District School Board may terminate this Renewal Contract and
41 revoke the Charter.

42
43 Any action by the School Board that terminates this Renewal Contract and
44 revokes the Charter shall be considered agency administrative action under W.S. §16-3-114(a).
45 Should SRA choose to terminate this Renewal Contract and revoke its charter before the end of
46 the contract term, it may do so with the School Board's approval, at any time, on sixty (60) days'
47 advance written notice.

1
2 17.04 Dissolution. In the event SRA should cease operations for whatever
3 reason, including the non-renewal or revocation of the Charter, it is agreed that the School Board
4 shall supervise and have authority to conduct the winding up of the business and affairs of SRA;
5 provided, however, that in doing so, the School District does not assume any liability incurred by
6 SRA beyond the funds allocated to it by the School District under this Renewal Contract. The
7 School District's authority hereunder shall include, but not be limited to, the return and/or
8 disposition of any assets acquired by purchase or donation by SRA during the time of its
9 existence.

10
11 17.05 Return of Property. In the event of termination or dissolution, all property
12 purchased in whole or in part with funding provided by the School District, including, but not
13 limited to, real property, shall be returned to and shall remain the property of the School District.
14 All assets loaned to SRA will be returned to the lenders. Remaining assets shall be utilized to
15 satisfy any remaining outstanding SRA liabilities. Any residue will accrue to the District.

16
17 17.06 Entire Agreement. This Renewal Contract, with attachments, contains all
18 terms, conditions, and provisions hereof and the entire understandings and all representations of
19 understandings and discussions of the parties relating thereto, and all prior representations,
20 understandings, and discussions are merged herein and superseded and canceled by this Renewal
21 Contract.

22
23 17.07 Amendment. This Contract may only be modified or amended by further
24 written agreement executed by the parties hereto.

25
26 17.08 Notice. Any notice required, or permitted, under this Contract, shall be in
27 writing and shall be effective upon personal delivery (subject to verification of service or
28 acknowledgment of receipt) or three days after mailing when sent by certified mail, postage
29 prepaid, to the Principal's office and to its then legal counsel, in case of notice being sent to
30 SRA, or to the Office of the Albany County School District Number 1, 1948 E. Grand Avenue,
31 Laramie, Wyoming, 82070, and its then legal counsel for notice to the School District.

32
33 17.09 No Waiver. The parties agree that no assent, express or implied, to any
34 breach by either of them of any one or more of the covenants and agreements expressed herein
35 shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

36
37 17.10 Dispute Resolution. The parties agree that resolution of disputes and/or
38 mediation shall, unless agreed otherwise in writing, proceed as follows:

39
40 17.10.a. In the event any dispute arises between the parties or their
41 representatives concerning this Renewal Contract, including, without limitation, the
42 implementation of or waiver from any policies, regulations, or procedures, and such
43 dispute is not resolved by negotiation between the Parties' representatives, either Party
44 may request that a member of each party's Board become involved in the negotiation of a
45 resolution. If the parties are still not able to resolve such dispute, either party may
46 demand that the dispute be submitted to mediation.

1 17.10.b. If mediation is demanded under this Contract, the parties by
2 agreement may select the person to serve as the mediator. If the parties are unable to
3 agree, they may advise the District Court, Second Judicial District, Albany County
4 Wyoming of their recommendations, and the Court shall then appoint a person to serve as
5 the mediator. Any such mediation may be conducted in accordance with procedures
6 prescribed by the person conducting the mediation and shall be confidential as provided
7 by W.S. §1-43-101, *et seq.*
8

9 17.11 Invalidity. If any provision of this Contract is determined to be
10 unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect,
11 unless otherwise terminated by one or both of the parties in accordance with the terms contained
12 herein.
13

14 17.12 Waiver of Policies and Procedures. No provision of this Contract or of the
15 Renewal Application shall be construed so as to preclude SRA from seeking a waiver of any
16 such policy or provision as contemplated by this Renewal Contract or as contemplated by law. In
17 the event that any such waiver is obtained, any such waiver shall to the extent granted be
18 controlling over any contrary provision of this Contract or of the Renewal Application.
19

20 17.13 Rules of Construction. This Contract shall be interpreted, whenever
21 possible, as complementing, rather than overriding, the terms and provisions of the Renewal
22 Application. However, to the extent of any inconsistencies, this Contract shall be controlling.
23 The Contract shall also, to the extent possible, be interpreted as consistent with the provisions of
24 the Wyoming Constitution and the Charter School Act.
25

26 17.14 Business Days. When any action required by this Contract falls on a
27 Saturday, Sunday or legal holiday in the State of Wyoming, such action shall occur on the first
28 succeeding day which is not a Saturday, Sunday or legal holiday in the State of Wyoming.
29

30 17.15 Third-Party Beneficiary. No third-party, whether a constituent of the
31 School District, or otherwise, may enforce, or rely upon any obligation of, or exercise any right
32 of, the School District or of the School under this Contract. This Contract does not intend to
33 create rights in favor of any third-party beneficiary.
34

35 17.16 Compliance with Administrative Procedures. SRA Directors agree to
36 follow and comply with the Wyoming Administrative Procedure Act (WAPA). Any hearings
37 conducted by the Charter School shall be conducted pursuant to the procedures set forth in the
38 WAPA.
39

40 17.17 Indemnification Procedures. When SRA is required to indemnify the
41 School District the following procedure shall apply. The School District shall (a) give SRA
42 prompt notice of any claim, demand, suit, proceeding or action (“Claim”) by any person against
43 the School District, (b) consult with SRA as to the procedure to be followed in defending,
44 settling, or compromising the Claim, (c) not consent to any settlement or compromise of the
45 Claim without the written consent of SRA (which consent, unless SRA has elected to assume the
46 exclusive defense of such Claim, shall not be unreasonably withheld or delayed), and (d) permit
SRA, if it so elects, to assume the exclusive defense of such Claim, all at the cost and expense of

1 SRA. If the School District shall (i) fail to notify or to consult with SRA with respect to any
2 Claim in accordance with subparagraph (a) or (b) above, or (ii) consent to the settlement or
3 compromise of any Claim without having received the written consent of SRA (unless, if SRA
4 refused to assume the exclusive defense of such Claim, or the consent of SRA was unreasonably
5 withheld or delayed), SRA shall be relieved of its indemnification obligation with respect to such
6 Claim. If SRA shall elect to assume the exclusive defense of any Claim, it shall notify the
7 School District in writing of such election, and SRA shall not be liable hereunder for any fees or
8 expenses of the School District's counsel relating to such Claim after the date of delivery to the
9 School District of such notice of election. In the event of such election, the School District shall
10 cooperate with SRA and provide it with access to all books and records of the School District
11 relevant to the Claim. SRA will not compromise or settle any Claim without the written consent
12 of the School District (which consent shall not be unreasonably withheld or delayed).
13 Notwithstanding the foregoing, to the extent required by applicable insurance policies, the parties
14 shall share or give control thereof to any insurer with respect to such Claim.
15
16

17 IN WITNESS WHEREOF, the Parties have executed this Renewal Contract as of the
18 date first above written.
19
20

21 ALBANY COUNTY SCHOOL DISTRICT NO. 1

22 _____
23
24 Chairman, Board of Trustees

25 Attest:

26 _____
27
28 Secretary

29
30 SNOWY RANGE ACADEMY, INC.

31 _____
32
33 Chairman, Board of Directors

34 Attest:

35 _____
36
37 Secretary