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**Charter School Application  
for the  
Snowy Range Academy**

**Submitted by:**

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

**Submitted to:**

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

**Submitted:**

**October 29, 2001**

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1 **Section 1.0**  
2 **Introduction**

3 **1.1 General**  
4

5 The Snowy Range Academy Steering Committee is pleased to submit this charter school  
6 application to the Board of Trustees of Albany County School District Number 1. The School  
7 Board is familiar with the goal of the supporters of the Snowy Range Academy: to establish an  
8 academically focused Core Knowledge school as a public school option within the School  
9 District. Despite support by prior School Boards, efforts to establish a Core Knowledge school  
10 as a school of choice to be operated by the School District were not successful due to lack of  
11 public funding. The Snowy Range Academy Steering Committee turned to the Charter Schools  
12 Statutes as a way to form a nonprofit corporation to operate a Core Knowledge charter school  
13 within the District, which could then seek outside funding to make the new school financially  
14 feasible for the District. After preparing an initial charter proposal last winter, the Steering  
15 Committee decided to delay an official proposal in order to await legislative revisions to the  
16 Charter Schools Statutes. With the passing of Wyoming’s new Charter Schools legislation  
17 earlier this year<sup>1</sup>, the Steering Committee and the supporters of a Core Knowledge school look  
18 forward to working with the Board to make Wyoming’s first charter school a reality, and to  
19 provide Albany County’s families with a new and valuable option in public education.  
20

21 The Steering Committee requests approval to establish a public charter school to be operated by  
22 Snowy Range Academy, Inc., within Albany County School District Number 1. The Charter  
23 Application is for an initial five-year term to begin upon opening of the Charter School. In order  
24 to provide sufficient time to acquire necessary funding for securing or otherwise finalizing  
25 arrangements for facilities or equipment necessary for the operation of the proposed Charter  
26 School, the Academy seeks approval under this Application to open the Charter School no earlier  
27 than the 2002-03 academic year, and no later than the 2004-5 academic year.  
28

29 This Application is divided into two parts. Part One consists of information required by  
30 Wyoming Statutes Title 21, Article 3, Sections 301 through 314. Part Two consists of the  
31 appendices which supplement and expand the information contained in Part One.  
32

33 **1.2 Definitions and Rules of Construction**  
34

35 For purposes of this Application, the following terms will have the respective meanings set forth  
36 below:  
37

38 **“Academy” or “SRA”** means the Snowy Range Academy, Inc., a nonprofit corporation  
39 organized pursuant to the Wyoming Nonprofit Corporation Act.  
40

41 **“ACSD#1 Policies”** means the By-laws and Policies of the Board of Education,  
42 ACSD#1, revised 8/23/2000.  
43

---

<sup>1</sup> See W.S. 21-3-301 et. seq., which statutes are found at Appendix F.

1       **“Applicant” or “Steering Committee”** means the Snowy Range Academy Steering  
2       Committee, which includes those persons identified in Appendix A.

3  
4       **“Application”** means this Charter Application as amended prior to its approval by the  
5       School Board.

6  
7       **“Board of Directors” or “Academy Directors”** means the duly elected Board of  
8       Directors and governing body of the Academy that is responsible for administering and  
9       governing the Charter School.

10  
11       **“Charter”** means the approved Charter Application and the Contract executed by the  
12       District and the Academy.

13  
14       **“Charter School Act”** means Wyoming Statutes Sections 21-3-301 through 21-3-401.

15  
16       **“Contract”** means the final contract executed by both the Academy and the School  
17       District following the approval by the School District of the Academy’s Application. The  
18       Contract will reflect all agreements between the District and the Academy that are not  
19       included in the Application. A draft Contract is submitted at Appendix I.

20  
21       **“District” or “School District”** means Albany County School District Number 1, a body  
22       corporate and political subdivision of the State of Wyoming, organized pursuant to  
23       Wyoming Statutes §§ 21-3-101 et. seq., which operates a unified school district within  
24       Albany County, State of Wyoming.

25  
26       **“Founding Members”** means those members who can demonstrate that they have  
27       donated at least 100 hours of time for the establishment of the Charter School. The 100  
28       hours shall have been donated prior to the time the Charter School is opened.

29  
30       **“Members”** means the parents or legal guardians of any child enrolled in the Charter  
31       School and the Charter School faculty, staff and administration.

32  
33       **“Snowy Range Academy” or “Charter School”** means the Core Knowledge school to  
34       be operated pursuant to this Application within the School District. By law the Charter  
35       School is a public school and governmental entity.

36  
37       **“School Board”** means the duly elected Board of Trustees of the School District.

38  
39       **“State Board”** means the duly appointed Wyoming State Board of Education.

40  
41       The following rules of construction shall apply throughout this Application: (1) Words in the  
42       plural form include the singular and words in the singular form include the plural; and (2) Words  
43       in the masculine gender include the feminine and neuter genders.

1  
2 **1.3 Relationship and Roles of the SRA Board and the District Board**  
3

4 By law the Charter School is to be administered and governed by the Academy’s Board of  
5 Directors in a manner agreed to by the Charter. The Academy’s Directors are responsible for  
6 keeping the School Board and its administrative staff fully advised of the operations and  
7 activities of the Charter School. The Academy’s Directors may delegate these responsibilities to  
8 its administrative staff, provided that the Academy’s Directors shall remain ultimately  
9 responsible for accountability to the School Board.  
10

11 The School Board’s role is to oversee the Academy’s Directors to insure that the Charter School  
12 operates in compliance with the Charter. The District shall have the right and authority to direct  
13 the Academy’s Board to take any and all actions necessary to cause the Charter School to operate  
14 in accordance with the terms and conditions of the Charter. The District may delegate its  
15 oversight responsibilities to its administrative staff, provided that the Academy’s Directors shall  
16 have the right to request that the School Board review any directive of the District’s  
17 administrative staff with which it disagrees.  
18

19 **1.4 Charter Application Writing Committee**  
20

21 The names of the persons making up the Steering Committee of the Academy are set forth in  
22 Appendix A. Any questions about this Application may be directed to:  
23  
24

<b>Name</b>	<b>Address</b>	<b>Home Phone</b>	<b>E-mail</b>
Margarita Rovani	5635 Sunset Dr. (82070)	742-6515	<a href="mailto:Snowyrangeacademy@yahoo.com">Snowyrangeacademy@yahoo.com</a>
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Marjorie Daley	1315 Mill St.(82072)		<a href="mailto:Snowyrangeacademy@yahoo.com">Snowyrangeacademy@yahoo.com</a>

25

1 **1.5 Acknowledgements**

2  
3 The Snowy Range Academy Steering Committee would like to thank the following consultants  
4 who have assisted in this application process:

- 5  
6 ■ Brian Anderson, Colorado Business and Accountability Services  
7 ■ Denise Mund, Charter Schools Consultant, Colorado Department of Education  
8 ■ Jim Griffen, Colorado League of Charter Schools  
9 ■ Phil Nicholas, Anthony, Nicholas, Tangeman & Yates, LLC

10  
11  
12 **Special thanks go to:**

13  
14 **Senator Irene Devin, Chairman of the Senate Education Committee, for her**  
15 **effort resulting in the Wyoming Legislature’s adoption of the Charter School**  
16 **Act; and**

17  
18 **The Walton Family Foundation for its financial assistance.**

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## **Section 2.0**

### **Mission Statement**

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

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

1 **Section 3.0**  
2 **Description of the Educational Program**  
3 **W.S.§ 21-3-307(a)(1)**  
4  
5

6 **3.1 Curriculum & Educational Philosophy**  
7

8 3.1A Core Knowledge  
9

10 The Academy will use the Core Knowledge Foundation’s Curriculum Sequence as the  
11 framework of the Charter School’s curriculum. The Charter School’s educational program is  
12 designed to prepare K-8 students for a diverse and multicultural world. Core Knowledge is an  
13 integrated curriculum (see [www.coreknowledge.org](http://www.coreknowledge.org)) that offers teachers a graded sequence in  
14 literature, the arts, geography, history, social studies, and science, as well as consistency across  
15 all classrooms. It does not specify how teachers teach, but gives a “common ground of content  
16 upon which faculty meet and collaborate to begin teaching a coherent, content-rich curriculum.”  
17 Teachers can use the resources of the Core Knowledge Foundation to inspire their own  
18 classroom materials and methods to cover the target content areas for their grade level. Topics in  
19 each grade build directly on what was learned in previous grades, allowing for cross-grade  
20 teacher collaboration on specific topics. Early research shows that Core Knowledge curriculum  
21 boosts standardized test scores and also increases teacher enthusiasm and parent satisfaction. It  
22 has been recognized for improving students’ general knowledge, integrating an understanding of  
23 diversity into the curriculum, and bringing children of disadvantaged backgrounds into the  
24 mainstream of cultural knowledge. At the higher grade levels, teachers and parents work together  
25 to adopt and design a curriculum that includes challenging study of science, history, social  
26 science, the fine arts, and the classics.  
27

28 3.1B Spalding Method Language Arts:  
29

30 The Spalding Method Language Arts program will be used at the Charter School beginning in  
31 Kindergarten and, by scheduling all reading classes at the same time each day, allowing those  
32 students who are able to move ahead more quickly the opportunity to do so.. The Spalding  
33 Method provides “explicit, sequential, multisensory instruction in spelling (including phonics  
34 and handwriting), writing, and listening/reading comprehension” ([www.spalding.org](http://www.spalding.org)). Spalding  
35 begins with phonics and spelling rules as students learn the “encoding” and “decoding” of  
36 English, and then moves rapidly to introduce children to creative writing and literature. Our  
37 investigation of Spalding suggests that it is the best and most cost-effective research-based  
38 systematic phonics instruction program. Spalding integrates instruction in spelling, writing,  
39 comprehension, and literature. At the higher-grade levels, emphasis shifts to the student of  
40 literature, writing, and advanced reading, study, and comprehension skills. The Spalding Method  
41 is also attractive because of its effective teacher training and low classroom cost (estimated at  
42 \$10/pupil/year).  
43

1 Since the time that this application was initially prepared, the Core Knowledge Curriculum  
2 Sequence had expanded its program to include curriculum for language arts. The Academy will  
3 fully investigate the expanded program and if satisfied that the new program is superior may  
4 adopt the new Core Knowledge Curriculum Sequence curriculum for language arts.

### 5 6 3.1C Saxon Math: 7

8 An enhanced version of the Saxon program will be used at the Charter School, beginning the  
9 sequence in Kindergarten and, by scheduling all math classes at the same time each day,  
10 allowing those students who are able to move ahead more quickly the opportunity to do so. The  
11 Saxon philosophy believes that “people learn by doing” ([www.saxonpub.com](http://www.saxonpub.com)). The two most  
12 important aspects of the Saxon program are the “incremental development of mathematics and  
13 continuous practice.” Mathematical concepts are divided into small, easily understood pieces that  
14 are taught over several lessons—hence incremental development. These concepts are then  
15 practiced continuously over time and reviewed throughout the school year. Many of the skills in  
16 mathematics take a long time to develop. With Saxon, students are given the opportunity to  
17 develop and to master these skills with the practice provided in the problem sets. Each problem  
18 set contains only a few problems illustrating the increment presented in that lesson. The  
19 remaining problems, which become increasingly difficult as the year progresses, provide practice  
20 of the concepts previously presented. The Saxon series is long recognized as the best in math  
21 curriculum, and has already been adopted by the District. See Appendix J for SRA curriculum  
22 alignment with State standards and benchmarks.  
23

24 Since the time that this application was initially prepared, the Core Knowledge Curriculum  
25 Sequence has expanded its program to include a curriculum for math. The Academy will fully  
26 investigate the expanded program and if satisfied that the new program is superior may adopt the  
27 new Core Knowledge Curriculum Sequence math curriculum.  
28

### 29 3.1D Learning styles 30

31 Compelling evidence suggests that students absorb material in a variety of ways. Therefore,  
32 many methods of instruction will be employed by the Snowy Range Academy. Although the  
33 Charter School will favor direct instruction more so than do the current schools in Albany  
34 County, it will also include group instruction, multi-age grouping, cooperative learning, hands-  
35 on learning, reading for information, and individualized instruction.  
36

### 37 3.1E Discipline 38

39 The Charter School will emphasize respect among students, teachers and staff, consideration for  
40 others, and friendliness. The Charter School will have clear expectations, shared with teachers,  
41 parents, and students, about appropriate behavior. A character-education program emphasizing  
42 core qualities such as honesty, self-reliance, and courtesy (to be reviewed and evaluated by the  
43 entire charter school community) will be integrated into everyday school life, rather than taught  
44 as a separate unit of instruction. The discipline model adopted will address inappropriate  
45 behavior with nurturing and support for the child. The key goal of the Snowy Range Academy’s  
46 disciplinary system is to relieve classroom teachers from the obligation to turn aside from the

1 work of teaching in order to deal with a student who is not ready to learn at that time—and,  
2 simultaneously, to free other students from distraction so they are more able to concentrate on  
3 their own work.  
4

### 5 6 **3.2 Student Body**

7  
8 The target audience for the Snowy Range Academy includes any student who chooses to  
9 participate in an academically focused educational program that emphasizes the Core Knowledge  
10 sequence, direct instruction, and an explicit code of behavioral conduct. In order to acquire the  
11 kind of education needed to excel in the 21<sup>st</sup> century, Snowy Range Academy students will  
12 achieve a strong command of basic skills, a well-rounded understanding of the diverse world in  
13 which they live, and a behavioral code which will ensure mutual respect in future work and  
14 personal situations.  
15

#### 16 **3.2A Statement of Open Access**

17  
18 The Charter School will be a public, nonsectarian, nonreligious, nonhome-based school, which  
19 operates within the School District. The Charter School will not charge for tuition. No Charter  
20 School students will be discriminated against on the basis of ethnicity, national origin, disability,  
21 or gender. Admission to the Charter School will not be determined by place of residence of  
22 student or parents, or academic abilities or achievements, including minimum test scores or IQ  
23 scores. The Charter School will follow all Federal, State, and local laws regarding access and  
24 programming for students with special needs.  
25

26 Wyoming Statutes prohibit the Board from requiring any student to attend the Charter School.  
27 Students must choose to attend the Charter School, and any student wishing to leave the Charter  
28 School may pursue an inter-district transfer in accordance with existing enrollment and transfer  
29 policies of the District.  
30

#### 31 **3.2B Parental Involvement**

32  
33 The Academy will encourage parents to accept a significant role in their children’s education,  
34 and take responsibility for their children’s development beyond the classroom. Although parents  
35 often hold teachers accountable for what their children learn, the Academy will also hold parents  
36 responsible for their children’s behavior and attention to learning.  
37

38 The proposed curriculum for the Charter School provides tremendous opportunities for children  
39 to learn as much as they can; parents will be responsible for keeping up with what their children  
40 are doing in school, and attending parent training sessions as well as parent-teacher conferences.  
41 Despite the emphasis on parent involvement, no formal requirement of hours or volunteer  
42 commitment will be required of parents. The Academy will work with families to ensure that  
43 children of working parents, low-income or non-English speaking parents, single parents, or any  
44 other family that has temporary or ongoing difficulty with active involvement, are able to take  
45 full advantage of the school’s offerings.  
46

1 A vital element of the Charter School is the involvement of parents not only in supporting roles,  
2 but also as members of the Board of Directors who are engaged in key decision-making  
3 activities: choosing and reviewing curricula, setting school schedules, planning after-school  
4 activities, and modifying disciplinary or other policies as needed. The school will depend on  
5 strong and consistent parental support for the work of its teachers, staff and administrators. That  
6 support will be given willingly in the context of a board of directors structure that includes and  
7 empowers parents.

8

9 While the foregoing represents the policy of the Academy, failure of a parent to participate will  
10 not be a basis for expulsion of a student.

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**Section 4.0**  
**Measurable Pupil Outcomes & Assessment**  
W.S. § 21-3-307(a)(2) & (3)

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

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

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

39  
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44

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

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

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

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

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

1. All district and state assessment requirements;

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

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

#### 4.2A Informal assessment

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

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

#### 4.2B Formal assessment.

The Academy will perform the following assessments:

- Tests and demonstrations. The Academy will conduct educational assessments of all students that are consistent with the Standards and Benchmarks of the State of Wyoming and the School District. Student understanding of each subject will be demonstrated by oral examination, written examinations, writing samples, criterion reference tests or other assessments of the knowledge gained and methods used to impart it. Standardized tests (beyond the State requirements) may be used for other purposes, as determined by the Board of Directors in consultation with teachers, parents, and students. To assess the Core Knowledge curriculum the Academy staff will develop assessments based on Core Knowledge standards. Those assessments will be administered on a schedule to be determined by the Charter School staff.
- Written progress reports on a bi-semester basis. Traditional grades A-F will be used along with a written evaluation of each student's progress. In order to move to the next grade, students will need to demonstrate mastery of the current year's curriculum as determined by the teachers.
- Regularly scheduled parent-teacher conferences.

#### 4.2C. State Assessments

The Academy will administer the following standardized tests:

- Terranova standardized, norm-referenced achievement tests (1-10).
- WYCAS testing in grades 4 and 8.

1  
2 On a case by case basis, students with Individualized Education Plans (IEP) may be exempted  
3 from the standards. Standards relevant to individual situations will be adopted in their place.  
4 Such exemptions will become part of the information exchanged with the District and be  
5 included in all reports.  
6

### 7 **4.3 Procedures for Corrective Action**

8

9 As a part of ongoing instruction, teachers will identify any student who begins to fall below  
10 accepted levels of achievement. Once a student is identified as beginning to fail the following  
11 process will be initiated to remedy the problem:  
12

13 The teacher will assess the problem and begin a remedial program that will include, but  
14 not be limited to, additional instructional time with the teacher or an aide, labs, at-home  
15 or after schoolwork. If achievement has not improved, the Academy will follow District  
16 policy, as described in Chapter XI of the ACSD#1 Policies. A Building Intervention  
17 Team will be established by the Academy to direct, evaluate, and document pre-referral  
18 intervention efforts for children referred to the team. As provided in ACSD#1 Policies,  
19 interventions in regular education programs will include, but are not restricted to:  
20 remedial instruction, curriculum modifications, changes in instructional methodology,  
21 behavior management programs, short term counseling interventions, peer tutoring and  
22 changes in teacher(s), school or schedule.  
23

### 24 **4.4 Accountability Plan**

25

26 The Colorado League of Charter Schools Accountability Plan facilitates common understanding  
27 from both districts and charter schools on how the Charter School will be held accountable, and  
28 in particular how the charter renewal will be evaluated and determined. This plan provides  
29 charter schools and districts with a process and criteria for accountability that clarifies what is  
30 expected each year of the first five years of a school's charter. Unless otherwise agreed to with  
31 the District, SRA will follow those parts of the Colorado League of Charter School's  
32 Accountability Plan that reasonably apply to SRA, which shall include the following:  
33

- 34 ■ Year One: Internal review around "Critical Questions", goal setting, and governance and  
35 administrative review.
- 36 ■ Year Two: Self-study.
- 37 ■ Year Three: Site visit by external team.
- 38 ■ Year Four: Reaction report.
- 39 ■ Year Five: Visit by two members of the Year Three Visiting Team, and their follow-up  
40 report.  
41

42 An Accountability/Advisory Committee will be formed in the Charter School's first year. This  
43 Committee will prepare an Annual Report satisfying the District's reporting obligations to the  
44 State Board and the Wyoming Department of Education. The Academy will prepare its first  
45 School Improvement Plan upon completing the first and all subsequent years. The first year  
46 School Improvement Plan will include measurable goals for Year Two.

1  
2 Long term specific and measurable goals will be articulated by the fall of year two. During the  
3 year of the SRA's charter renewal, the Academy will develop its renewal application, which will  
4 include:

- 5       ▪ Year Two Self-study
- 6       ▪ Year Three Site Visit Report
- 7       ▪ Year Four Reaction Report
- 8       ▪ Year Five Follow-up Report

9  
10 The Academy shall not be required to complete any part of the Colorado League of Charter  
11 School's Accountability Plan to the extent that it would be duplicative of any other accounting it  
12 is required to provide under its Charter.

13  
14 See Appendix B for more information on the Colorado League of Charter School's  
15 Accountability Plan.

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**Section 5.0**  
**Governance & Operation**  
W.S. §21-3-307(a)(4)

**5.1 Board of Directors**

5.1A Number of Directors; Manner of Selection; Vacancies

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

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

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

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

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

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

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

5.1B Operation of the Board

The Board of Directors will meet at least once a month to review the Charter School's operations, receive reports from Board Members and the Charter School Principal, consider and

1 adopt policies, consider requests and concerns from parents, students, and teachers, and to  
2 perform other duties and functions of the Directors.

3  
4 A majority of the voting members of the Board of Directors shall constitute a quorum for the  
5 transaction of business of the Charter School. No action of the Board of Directors shall be valid  
6 unless approved by a majority of the voting members of the Board of Directors.

7  
8 **5.2 Miscellaneous Operational Issues**

9  
10 **5.2A Operational Powers.**

11  
12 The Academy’s Board of Directors shall be responsible for the Charter School’s operations  
13 within the limitation of any funding provided by the School District and other revenues derived  
14 by the Academy consistent with law, and shall have authority to independently exercise, also  
15 consistent with Federal and State law, the following powers (including such other powers as  
16 provided for elsewhere in this Charter): Contract for goods and services; prepare a budget; select  
17 personnel and determine their compensation; procure insurance; lease facilities for Charter  
18 School purposes; purchase, lease or rent furniture, equipment and supplies; and accept and  
19 expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by  
20 the donor as are consistent with law and not contrary to any of the terms of this Charter.

21  
22 In exercising these powers, the Academy shall comply with all applicable District policies unless  
23 a specific waiver is obtained. The Academy shall furnish to the School District copies of all  
24 written policies or procedures it may develop with respect to any matter relating to its operations  
25 and educational program upon adoption of such policies by the Academy’s Board of Directors.  
26 See Appendix C for the Snowy Range Academy’s By-laws.

27  
28 The School District shall be given written notice of all accepted gifts, donations and grants, and  
29 any conditions thereof, within seven (7) school days of receipt by the Academy.

30  
31 **5.2B Annual Reports**

32  
33 The Board of Directors shall be responsible for submitting annual reports required for the  
34 Charter School to the District. These reports shall include a written revenue and expenditure  
35 report with comparison to the budget, and a written report concerning its operations, including  
36 without limitation, progress made toward its educational goals and objectives, policy  
37 development issues, student attendance and student discipline information, and personnel  
38 matters.

39  
40 **5.2C Dissolution**

41  
42 In the event the Charter School should cease operations for whatever reason, including the non-  
43 renewal or revocation of its Charter, any assets of the Academy and the Charter School  
44 purchased with public funds shall become the property of the School District. All other  
45 Academy and Charter School assets will be disposed of as provided in the Academy’s Articles of  
46 Incorporation.

1  
2 5.2D Non-Religious, Nonsectarian Status  
3

4 The Academy agrees that it shall operate, in all respects, as a non-sectarian, non-religious public  
5 school. The Academy shall not be affiliated with any nonpublic or sectarian school or religious  
6 organization.  
7

8 5.2E Commitment to Nondiscrimination  
9

10 The Academy shall comply with all applicable Federal, State, and local laws, rules and  
11 regulations, regarding non-discrimination. Without limitation, the Academy will not  
12 discriminate on the basis of disability, age, race, creed, color, gender, national origin, religion,  
13 ancestry or need for special education services.  
14

15 5.2F Accountability  
16

17 The Snowy Range Academy shall operate under the auspices of, and be accountable to, the  
18 School Board and subject to all School District policies and regulations unless specifically  
19 waived by the School Board.  
20

21 5.2G Open Meeting Law  
22

23 The Board of Directors of the Academy acknowledge and agree that its meetings are subject to  
24 the provisions of the Wyoming Open Meeting Law, and that the Board of Directors will comply  
25 with the provisions of such law in connection with all of its activities.  
26

27 **5.3 Waivers from District and State Policies**  
28

29 5.3A General  
30

31 The relevant language of Wyoming’s Charter School Act regarding waivers from state and local  
32 policies and regulations provides as follows:  
33

34 Pursuant to contract, a charter school may operate free from specified school  
35 district policies and state regulations. Pursuant to contract, a school district may  
36 waive locally imposed school district requirements, without seeking approval of  
37 the state board. The state board may waive state statutory requirements or rules  
38 promulgated by the state board, except that the state board shall not waive any  
39 statute or rule relating to the assessments or standards required to be administered.  
40 Upon request of the charter applicant, the state board shall provide summaries of  
41 such regulations and policies to use in preparing a charter school application. The  
42 department of education shall prepare the summary of state regulations within  
43 existing appropriations. Any waiver of state or local school district regulations  
44 made pursuant to this subsection shall be for the term of the charter for which the  
45 waiver is made, except that a waiver of state statutes or regulations by the state  
46 board shall be subject to review every two (2) years and may be revoked if the

1 waiver is deemed no longer necessary by the state board. (See, W.S. § 21-3-  
2 304(g).)

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

20  
21 Pursuant to the foregoing statutes, the Academy will request release from certain State Board  
22 regulations and School District policies and regulations. The Academy will request the School  
23 Board to submit a joint request with the Academy to the State Board for the releases from State  
24 regulations.

25  
26 The School District and the Charter School are the only entities affected by the waivers. Since  
27 the Charter School has no employees at this time, no rights of any administrators, teachers or  
28 staff will be affected. Any employees hired will accept employment based on full knowledge of  
29 the Charter School's practices, policies and procedures, and any waivers that have been granted.

30  
31 The Charter School Act permits charter schools to operate free from specified state and local  
32 rules and regulations in order to effect innovative educational reform. The goal of the Academy  
33 is to provide excellence in education for all its students and to enhance the educational  
34 opportunities that are available within the School District. The Academy's goals and objectives  
35 are to challenge students to high levels of academic performance through a core curriculum,  
36 innovative learning models and support for diverse learning styles, interests and needs. By  
37 setting individual goals for students that complement the Academy's goals, student interest,  
38 learning and achievement levels are expected to increase, thereby improving attendance and  
39 graduation rates.

40  
41 Each waiver request is designated as "Substantive" or "Delegation." The Academy requests that  
42 it be permitted to operate free from those statutes identified in the waiver requests as  
43 "Substantive." The Academy intends to comply with those waiver requests identified as  
44 "Delegation," but request that all power and responsibility for doing so be delegated from the  
45 School Board and the State Board to the Snowy Range Academy.

1 The waivers outlined in Appendix D are requested with the understanding that, even if granted,  
2 the Academy will be subject to limitations on its authority by virtue of the Contract with the  
3 School District, which will remain in full force and effect. Delegation waivers will be requested  
4 from the State Board only to the extent that delegations made in the Contract with the School  
5 District would be deemed to be impermissible without such waivers.

6  
7 The Academy anticipates that as it develops, the need for additional waivers may become  
8 apparent. The Academy therefore reserves the right to submit additional requests for waivers of  
9 the School District’s regulations and policies and the Wyoming Statutes as becomes necessary.

### 10 11 5.3B Procedures for Making Waiver Requests

12  
13 The Academy shall operate in compliance with all District policies and regulations and all  
14 applicable Federal, State and local laws, rules and regulations, unless specifically waived.

15  
16 Waivers from specific District policies or regulations and State law may be requested by the  
17 Academy by submitting such a request, in writing, to the School District. The request shall  
18 include the reasons why the Academy is in need of or desires the waiver. Waivers of District  
19 policies and regulations may be granted only to the extent permitted by State law.

20  
21 In the event the Academy requests a waiver of State Board policies, upon approval of the request  
22 by the School Board, the District agrees to jointly request such a waiver from the State Board.

### 23 24 5.3C Actions Pending Review of Applications

25  
26 A preliminary list of waivers necessary for the operation of the Charter School is attached as  
27 Appendix D. Pending review of this Application, the Applicant will work with the District’s  
28 Administrative Staff to identify the District and State Department of Education policies for  
29 which the Academy will require waivers.

## 30 31 **5.4 Parental, Teacher and Community Involvement**

32  
33 The Academy strongly encourages parental involvement in all aspects of school life, including:  
34 classroom support for teachers, helping teachers with projects, providing transportation for a  
35 school activities, writing grants, fund raising, or serving on a school committee. Parental  
36 involvement will be ensured through representation on the Board of Directors, committee  
37 participation, extensive volunteer program and multiple channels of communication (newsletters,  
38 website, annual meetings, etc.).

39  
40 Teacher involvement will be ensured through representation on the Board of Directors,  
41 committee liaison, faculty meetings, and a school philosophy supporting teacher autonomy.

42  
43 Community involvement will be ensured through community representation on the Board of  
44 Directors, committee participation, extensive volunteer programs, and multiple channels of  
45 communication.

1 **Section 6.0**  
2 **Employee Relations**

3 W.S. § 21-3-307(a)(5), (10), (11), (17), (18), & (21)

4  
5 **6.1 Qualifications of Employees (W.S. §21-3-307(a)(5)**

6  
7 6.1A Principal

8  
9 The Principal will be chief administrator for the day-to-day operations of the Charter School, and  
10 will also serve as philosophical and instructional leader, promoting the mission of the Academy,  
11 as well as providing such other services as shall be assigned by the Board of Directors.

12  
13 In the initial years of the Charter School's existence, the Principal may also serve as a  
14 supplementary teacher only if such role will not prohibit his ability to fully perform his  
15 administrative duties.

16  
17 The Principal is accountable to and serves at the pleasure and direction of the Board of Directors.  
18 The Principal will be appointed by the Board of Directors and may be removed by a vote of the  
19 majority of the Board of Directors, with or without cause. The Principal is required to attend all  
20 Board of Directors meetings as an ex-officio member of the Directors.

21  
22 The ideal candidate for Principal will have experience in teaching or administration in a Core  
23 Knowledge school. The Principal should possess leadership and organizational abilities, and an  
24 educational vision consistent with the Academy's mission. The Principal should possess skills in  
25 hiring and supervising teachers and staff, working with students and their families, and in  
26 business management. Also desirable is knowledge of State and District educational standards  
27 and benchmarks, the curriculum and pedagogy outlined for the Charter School, and charter  
28 school law and operations. A Bachelor's degree is required as a minimum, with an advanced  
29 degree desirable. Administrative certification is encouraged but not required. The Principal  
30 must hold at least an emergency teaching credential or substitute teaching credential in order to  
31 be employed.

32  
33 6.1B. Teachers

34  
35 6.1B.1 Certification

36  
37 Except as specified herein, all teachers at the Charter School must be certified to teach in  
38 Wyoming to the extent required by Wyoming law (W.S. § 21-3-308(h)). Part-time teachers  
39 hired to teach Physical Education, Music, Art, and Foreign Language need not be certified.  
40 However, any non-certified teacher must demonstrate proficiency in the subject area they will be  
41 teaching.

42  
43 6.1B.2 Other Qualifications

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

### 7 8 6.1B.3 Application for Employment

9  
10 Applicants for teaching positions must complete a formal application, furnish transcripts for  
11 college work and letters of reference, and complete an interview with the Board of Directors or  
12 its representatives.

13  
14 All applicants for employment with the Charter School will be required to pass the same  
15 background checks required by other employees of the School District.

### 16 17 6.1B.4 Responsibilities

18  
19 Teachers for all grades will be responsible for implementing and updating the Core Knowledge  
20 Sequence and other elements of the Academy curriculum, coordinating with classroom aides  
21 (paid and volunteer), maintaining student performance information, assigning appropriate  
22 additional or alternative studies to students either not meeting or exceeding attainment, keeping  
23 accurate records, maintaining work portfolios, establishing personal classroom procedures,  
24 ordering teaching materials, requesting and supervising parent volunteers, and reporting all  
25 education-related activities to the Principal.

### 26 27 6.1C Special Education and Child Advocacy

28  
29 It is anticipated that due to the limited size of the Charter School, the Academy may have to rely  
30 on the School District to ensure appropriate special education services for Charter School  
31 students requiring an Individual Education Program (IEP). Because funding follows such  
32 students, and both the Academy and the District have a joint responsibility to see that they are  
33 provided services required by state and federal laws, it is anticipated that the Academy and the  
34 School District will have no difficulty cooperating in this area. The Academy will be responsible  
35 for providing child advocates for such students.

### 36 37 6.1D Classroom Paid and Volunteer Aides

38  
39 Under the direction of the classroom teachers and the Principal, classroom paid and volunteer  
40 aides may assist in the following: implementing the curriculum, maintaining current attainment  
41 level information; reporting attainment levels below minimum or early attainment to the teacher;  
42 keeping accurate and concise records; assisting with work portfolios; following established  
43 classroom procedure; requesting teaching materials or supplementary education materials for the  
44 teacher; requesting and assisting parent volunteers; reporting all education-related activities to  
45 the teacher. All classroom aides must have a desire to work with an innovative educational

1 program and support the educational mission of the Academy, and they must possess the ability  
2 to work with others.

3  
4 **6.1E Other Staff**

5  
6 The Academy may hire additional personnel to manage the day-to-day operations, including but  
7 not limited to, a Business Manager, one or more administrative assistants, and a School nurse or  
8 clinic aide. The Board of Directors will establish duties and qualifications for these positions.  
9

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

11  
12 Wyoming Statutes § 21-3-304(h) provides that a charter school shall be responsible for its own  
13 personnel matters. The Academy's Board of Directors will develop a written handbook of  
14 personnel policies, based on the terms and conditions of its Charter which complies with Federal  
15 and State laws. The Board of Directors will adopt policies governing hiring, promotion,  
16 discipline and termination of personnel; methods and schedule for evaluating performance;  
17 duties and responsibilities of employees; conditions of employment; compensation; leaves of  
18 absence; and a plan for resolving employee-related problems, including grievance procedures.  
19

20 The Academy will adopt personnel policies for its teachers which mirror the School District's  
21 PERSONNEL POLICIES found at Chapter VII of the ACS#1 Policies. Any written contracts  
22 of employment shall expressly provide, (1) that the right of the employee to continued  
23 employment is dependent upon future funding of the Charter School, (2) an acknowledgment by  
24 the employee that he is not an employee of the School District, (3) a statement that in no event  
25 shall the District owe any responsibility to any employee of the Academy or Charter School, and  
26 (4) a covenant of the employee agreeing to hold the School District harmless from any and all  
27 acts of the Academy and agreeing not to sue the School District.  
28

29 **6.2A Compensation and Bonuses**

30  
31 The Academy is interested in hiring, retaining, and rewarding teachers who are proficient in their  
32 subjects, effective contributors to the overall success and operation of the Academy, and strongly  
33 committed to implementing the Academy's mission. The Academy will hire teachers and other  
34 employees under terms that will be fully disclosed in any offers of employment. The Academy's  
35 personnel policies and procedures will be freely available for review by all persons who apply to  
36 work at the Academy. The Board of Directors will set initial salaries and benefits on an  
37 individual basis and will conduct salary and benefits negotiation annually with individual  
38 employees who are offered further employment. The Directors are not required to follow the  
39 District's salary schedule.  
40

41 It is the Academy's intent to use individual salary negotiations to reward the teachers and staff  
42 who epitomize the ideals the Academy seeks to achieve. The Board of Directors may develop a  
43 policy of bonuses or merit pay to achieve this goal. The Academy intends to pay salaries that are  
44 competitive with market conditions.  
45

1 6.2B Payroll

2  
3 SRA shall be solely responsible for the payment of and all record keeping requirements  
4 associated with, the payroll of its employees.

5  
6 Wyoming Statutes provide that the Academy may contract with the District to provide payroll  
7 services. The Academy has not yet determined whether to contract with the District for such  
8 services. In the event that the Academy desires to contract payroll services with the District, it  
9 will contact the District's Superintendent to negotiate those services consistent with the  
10 requirements of Wyoming Statutes. In order to make its payroll easy to administer by the  
11 District in the event it becomes more economical to contract with the District, it is the  
12 Academy's plan to adopt employment benefits that mirror those offered by the District to its own  
13 employees as outlined in the ACSD#1 Policies.

14  
15 6.2C Benefits

16  
17 Employees of the Academy will be offered only those benefits which have been properly  
18 budgeted for by SRA. Employee's benefits shall be set forth in their individual employment  
19 contract.

20  
21 To the extent possible, SRA intends to offer to employees benefits which mirror those benefits  
22 offered by the District to its employees, including health, dental, vision, and life insurance  
23 benefits consistent with the same eligibility requirements and benefits made available from time  
24 to time for other District employees.

25  
26 SRA shall be solely responsible for the cost of all benefits offered to its employees. SRA may  
27 separately negotiate with the District and its benefit providers to provide and administer benefit  
28 programs on behalf of SRA.

29  
30 6.2D Retirement and Social Security benefits (21-3-307(a)(x) and 21-3-311 (b))

31  
32 Faculty and staff of the SRA will participate in the Federal Social Security System and the  
33 Wyoming State Retirement System, the same as if they were employed by the School District.  
34 Faculty and staff who were employees of the District during the prior year will therefore retain  
35 continuity with existing retirement benefits, and new employees will participate in a similarly  
36 transferable system.

37  
38 All Academy employees shall be members of the Wyoming State Retirement Association and  
39 subject to its requirements.

40  
41 The Academy shall be solely responsible for the cost of all employer contributions to the  
42 retirement system.

43  
44 6.2E State Department of Employment benefits

1 The Academy will pay for and be solely responsible for all employer wage contributions for  
2 unemployment compensation, and if applicable, workers' compensation premiums, covering all  
3 of its employees.

#### 6.2F Equal Opportunity Employer

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

#### 6.2G Employee Welfare and Safety

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

#### 6.2H Employee Records

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

#### 6.2I Employee Conflicts of Interest

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

#### 6.2J Employee Contracts

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

#### 6.2K Evaluation of Personnel

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

43 The Principal will serve at the pleasure of the Board of Directors. The Board of Directors will  
44 conduct at least annually a formal evaluation of the Principal. The evaluation will address,  
45 among other matters, the academic success of the Academy's program, the Principal's fiscal  
46 responsibility, ability to negotiate financial decisions, ability to negotiate personnel issues,

1 attention to SRA Board of Director’s directives, and overall management ability. Each member  
2 of the Board will be required to complete an annual evaluation form for the Principal developed  
3 by a subcommittee of the Board of Directors.

4  
5 SRA will follow District probation and termination policies as set out in the ACSD#1 Policies.  
6

7 **6.3 Academy -District Employee Relations {W.S.§ 21-3-307(a)(11) & (21)}**  
8

9 No District employee shall be required to work at the Academy. Rights of transfer within the  
10 District do not apply to the Academy’s teachers. Any District employee interested in working for  
11 the Academy will be considered for employment.  
12

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

22 W.S.§21-3-313(b) provides that the employment status of school district employees employed  
23 by the Charter School who seek to return to employment with non Charter Schools in the district  
24 shall be negotiated and included in the Charter contract.  
25

26 The District’s present leave policy complies with and satisfies the requirements of Wyoming  
27 Law, and the rights, if any, of any District employee hired by SRA to return to the District shall  
28 therefore be governed by and controlled by District policy.  
29  
30  
31  
32

33 **Section 7.0**  
34 **Health & Safety**  
35 **W.S. § 21-3-307(a)(6)**  
36  
37

38 The Snowy Range Academy will adopt and follow the same procedures currently adopted by the  
39 District to ensure the health and safety of the Charter School’s staff and students. These include,  
40 but are not limited to, fire safety, earthquake safety, immunizations, student abuse reporting, and  
41 other emergencies. The Academy will follow District requirements for health services, including  
42 compliance with State and Federal laws.  
43

1 Unless otherwise agreed to in writing between the Academy and the District, the Academy will  
2 be solely responsible for all costs associated with causing its facilities to comply with all health  
3 and safety standards.

4  
5 If the District receives additional State funding for health and safety matters based on student  
6 enrollment numbers that include the students enrolled in the Charter School, the Charter School  
7 shall be entitled to its pro-rata amount of any such funding.

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## Section 8.0

### Admission Requirement

W.S. §21-3-307(a)(7)

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

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

#### **8.1 Age requirements**

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

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

#### **8.2 Grade requirements**

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

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

#### **8.3 Health requirements**

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

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

#### **8.4 Letter of intent**

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

- 1       ▪ All parents/guardians must submit a letter of intent.
- 2       ▪ During the first year of operation, students will be accepted as follows:
  - 3           ▪ On a first-come first-enrolled basis, based on receipt of letter of intent, until the
  - 4           Charter School has reached its enrollment capacity; and
  - 5           ▪ After reaching its enrollment capacity, the Charter School will maintain a list of
  - 6           interested students, and a lottery will be used to choose students in the event that
  - 7           vacancies result for any reason.
- 8       ▪ After the first year of operation, students will be accepted as follows:
  - 9           ▪ Previously enrolled students will be accepted first;
  - 10          ▪ Siblings of enrolled students will be automatically enrolled;
  - 11          ▪ Students will thereafter be accepted on a first-come first-enrolled basis based on
  - 12          receipt of letter of intent to enroll until the Charter School has reached its enrollment
  - 13          capacity; and
  - 14          ▪ After reaching its enrollment capacity, the Charter School will maintain a list of
  - 15          interested students, and a lottery will be used to choose students in the event that
  - 16          vacancies result for any reason.
- 17       ▪ Pursuant to Federal Charter Law, 20 U.S.C. 8061 et. seq., 10% of total enrollment space
- 18       will be reserved for children of Founding Members.
- 19       ▪ Preference will be given to children of faculty and staff members.

1 **Section 9.0**  
2 **Evidence of Sound Economic Plan, Proposed Budget for Term of**  
3 **Charter, Provision for Annual Audit, Displacement Plan**

4 W.S. §21-3-307(a)(8), (14), (15), & (16)  
5  
6

7 Pursuant to W.S. §21-3-307(a)(14), the Academy’s Steering Committee submits the following  
8 evidence that the plan for the charter school is economically sound.  
9

10 **9.1 Budget {W.S. § 21-3-307(a)(14) & (15)}**  
11

12 The Academy’s budget for the term of the charter is found at Appendix E.  
13

14 **9.2 Revenue**  
15

16 **9.2A District Support**  
17

18 The Charter Contract will determine the amount of State funding the Charter School is to receive  
19 from the District. The relevant language from W.S. 21-3-314 is as follows:  
20

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

25 (i) The charter school shall be entitled to the benefit of ninety-five percent  
26 (95%) of the amount computed under the appropriate prototypical school model  
27 level specified under W.S. 21-13-309(m)(ii) for the average daily membership of  
28 the charter school, less:

29 (A) The amount by which the dollars per average daily membership is  
30 reduced for the transportation adjustment under W.S. 21-13-320(b) prior  
31 to the addition of the district's transportation adjustment under W.S.  
32 21-13- 320(b);

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

35 (ii) The charter school shall be entitled to the benefit of one hundred percent  
36 (100%) of the amount to be contributed to the school district under major  
37 maintenance payments pursuant to W.S. 21-15-109 based upon the proportion that  
38 the charter school educational building gross square footage contributes to the  
39 district educational building gross square footage.

40 (d) In addition to subsection (c) of this section, the charter school, at its discretion, may  
41 negotiate with the school district for funding under the adjustments to the appropriate  
42 prototypical school model levels under W.S. 21- 13-309(n). The charter school may also  
43 contract with the school district for centralized services provided by the district including

1 custodial services, routine maintenance, curriculum, media services, libraries and  
2 federally required educational services such as special education.

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

6  
7 The amount of funding provided to the Academy from the District will be negotiated within the  
8 parameters of the foregoing statute.

9  
10 Throughout this Section 9.0 the term “pro-rata” means the ratio that the number of students  
11 enrolled in the Charter School bears to the District’s total student population.

### 12 13 9.2B Calculating Average Daily Membership (ADM)

14  
15 During the first year of this Charter, the District shall provide funding to the Academy in the  
16 amount agreed to in the Contract. As long as the Academy is not in material breach of the  
17 Charter, this funding will be made available to the Academy pro-rata as State funds become  
18 available to the District from the State.

19  
20 The District may adjust the funding in the fourth or subsequent months of each year to reflect the  
21 actual student count as compared to the count used at the beginning of the school year. In  
22 addition, to the extent the District experiences any reductions or accretions in State support by  
23 legislative or other action, proportionate reductions or additions will be made to the Academy by  
24 adjustment or set off in subsequent months.

25  
26 On or before April 1 of each year during the term of the Charter, the Academy and the District  
27 will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts  
28 may be determined in conjunction with the District’s and the Academy’s budget development  
29 and adoption process.

30  
31 If a student who has been included in the enrollment count of the District transfers to the  
32 Academy during the school year, the unallocated pro-rata portion of ADM funding for the  
33 student shall be allocated to the Academy. If a student withdraws from the Academy, the  
34 unallocated pro-rata share of funds shall be returned to or retained by the District.

### 35 36 9.2C Start Up Costs

37  
38 The Academy and the District will negotiate any amounts, if any, to be included in the Charter as  
39 start-up costs to be transferred to the Academy prior to the beginning of the school year.

### 40 41 9.2D Federal Funds

42  
43 All Federal funds from programs for which students of the Charter School are counted, or for  
44 which students of the Charter School are eligible, shall be made available pro-rata to the  
45 Academy by the District, whether or not the Academy has requested or has knowledge of such  
46 funds.

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2 **9.2E Endowments**

3  
4 All District-wide funds received from private endowments, gifts, donations, etc., shall be shared  
5 pro-rata with the Charter School, unless another basis is used for distribution, (such as all  
6 elementary school children or per elementary school). In such event, the Academy will receive  
7 the applicable pro-rated amount based on the defined method of distribution. Endowments  
8 specifically earmarked for a project or single school are exempt from this requirement.  
9

10 Services to the District available at low, reduced or no cost shall be made available to the Charter  
11 School. The District agrees to provide information about such goods or services to the Charter  
12 School.  
13

14 **9.3 Payment of Salaries, Benefits and Contract Services**

15  
16 **9.3A Payroll**

17  
18 The Academy will provide or contract for payroll functions similar to those provided by the  
19 District, including the preparation of W-2's and other reports that are required by State or  
20 Federal law. The Academy may negotiate with the District to provide this service.  
21

22 The Academy shall be responsible for certifying all payroll information to the District in  
23 compliance with timelines that allow for the sequential processing of all employees' data and the  
24 preparation of payroll checks consistent with District requirements.  
25

26 The Academy will pay or reimburse the School District, through appropriate fund transfer, for  
27 routine services, if any, provided by the District in the handling of payroll, data processing,  
28 business services, accounts payable, and purchasing.  
29

30 **9.3B Contract Purchasing**

31  
32 The Academy requests that if possible, it be permitted to purchase goods and services through  
33 the contracts in effect with the School District and its vendors. The Academy also requests that  
34 it be permitted to obtain and purchase goods and services when it is in the best interests of the  
35 Academy to do so, and to enter into purchasing contracts beyond those in place with the District.  
36

37 **9.3C Books, Software, and Library**

38  
39 Charter School students will receive full access to the District's resources that are normally  
40 available to any other public school in the District. The District will make available films,  
41 books, software, reference materials, audiovisual and other equipment as is normally provided to  
42 other public schools.  
43

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

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9.3E Other Resources

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

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

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

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

This provision of the law is not applicable to the Academy, because no pupils, teachers, or other employees will be displaced by the Academy’s operation. The applicant interprets this language to apply only to converted charter schools.

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**Section 10.0**  
**Suspension & Expulsion Policy**  
W.S. §21-3-307(a)(9)

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

With regard to suspensions and expulsions, the Applicant suggests either that (1) the Board of Directors' decision of suspension or expulsion be final, or (2) any review of a final decision to expel or suspend a Charter School student by the Board of Directors to the School Board be limited to a review of the Board of Director's decision based upon the administrative record created by the Board of Directors. The School Board's role shall be limited to remanding any action with which it disagrees to the SRA's Board of Directors with instructions to reconsider based upon reasons which are to be fully explained by the School Board.

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## Section 11.0

### Minimum Enrollment Requirements

W.S. § 21-3-307(a)(12)

9 The Applicant has established minimum enrollment figures for the most probable scenarios.  
10 Although the Applicant is requesting approval for Charter School for grades K-8, the full range  
11 of K-8 classes is not expected to be feasible in the first year of operation.  
12

13 The Snowy Range Academy will most likely open the Charter School with grades K-4 in the first  
14 year, provided, however, if enough grade 5 and 6 enrollments are received for the first year of  
15 operation, the Academy will open and operate a joint 5/6 class. Thereafter, the Academy will  
16 add one grade level each year, until grades K-8 are reached. Additional classes will be added for  
17 each grade level as demand warrants and facilities and budget allow. The Academy's Board of  
18 Directors shall advise the School Board of its ability and exact plans regarding the number of  
19 grades it plans to begin with no later than March 1<sup>st</sup> of the year in which the Academy will open.  
20

#### **11.1 Expected enrollment minimum for first year of operation:**

21 The following enrollment is the minimum number of students that the Charter School will  
22 require to open:  
23

- 24       ▪ Grades K-4, one class each. With a total minimum first year enrollment for grades K-  
25       4 of 81 students.

#### **11.2 Enrollment maximum first year of operation:**

26 The following enrollment is the maximum number of students that the Charter School will allow  
27 during the first year of operation:  
28

- 29       ▪ Grades K-8, 2 classes each, with a target maximum student enrollment of 18 students  
30       per class in grade K-6, and 24 students per class in grades 7-8, for a combined School  
31       maximum of 348 students.  
32

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

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

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

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

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**Section 13.0**  
**Legal Liability and Insurance Coverage**  
21-3-307(a)(19)

**13.1 Insurance**

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

**13.2 Legal Liability**

To the extent legally possible, the Academy will be full responsible for the legal liabilities of the Charter School. The District will have no legal liability for the operation of the Charter School.



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## Section 15.0 Contracts

### **15.1 Term of Contracts**

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

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

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

### **15.2 Language protecting the District**

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

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

1 **Section 16.0**  
2 **FACILITIES AND POTENTIAL EFFECTS OF THE CHARTER**  
3 **SCHOOL ON THE SCHOOL DISTRICT**

4  
5 **16.1 Wyoming Statutes § 21-3-308(c)**  
6

7 Wyoming Statutes § 21-3-308(c) provides:  
8

9 The district board shall require the applicant to provide information regarding the  
10 proposed operation and potential effects of the school, including but not limited to  
11 the facilities to be utilized by the school, the manner in which administrative  
12 services of the school are to be provided and a demonstration that the school is  
13 adequately insured for liability, including errors and omissions coverage, and that  
14 the school district is indemnified to the fullest extent possible. As authorized  
15 under subsection (a) of this section, the applicant may request the district board  
16 and the board may approve the charter application subject to specified conditions  
17 which provide the applicant sufficient time to acquire necessary funding for  
18 securing or otherwise finalizing arrangements for facilities or equipment  
19 necessary for the operation of the proposed school. In addition, the district board  
20 may upon request of the applicant and approval of the charter school application,  
21 make available for use by the charter school any district facility which is closed,  
22 not operational and otherwise feasible for use as an educational building as  
23 defined under W.S. 21-15-109(a)(ii).  
24

25 The insurance issues are addressed above in Section 13.0 in response to the requirements of W.S.  
26 § 21-3-307(xix).  
27

28 **16.2 Potential effects of the Charter School**  
29

30 The potential effects of the Charter School on the School District and the community will be  
31 positive. The method of funding the Charter School is based upon the students attending the  
32 Charter School and therefore the School District will retain all funding associated with the  
33 students it continues to serve. The Wyoming Legislature allows the School District to double  
34 count the Charter School students during the first year of operation to further protect the School  
35 District from loss of funding resulting from students transferring to the Charter School.  
36

37 The Academy will obtain outside funding in order to fund any amounts above and beyond the  
38 State funds available through the District.  
39

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

1 **16.3 Facilities**

2  
3 Although Wyoming Statutes provide that the School District is to make available to the Charter  
4 School any district facility that is closed, there appear to be no suitable closed facilities at this  
5 time.

6  
7 The Academy will be responsible for obtaining suitable facilities before opening. To be suitable,  
8 the facilities will have to comply with relevant federal, state and local laws. The Academy is  
9 pursuing options including the remodel of existing buildings located in Laramie, and the lease or  
10 purchase of modular facilities.

11  
12 The Academy will not open unless no later than June 1<sup>st</sup> of the year it intends to open the Charter  
13 School it has made suitable arrangements for school facilities to be made available and  
14 completed at least one month before opening.