

1 **THIRD CHARTER SCHOOL RENEWAL CONTRACT**

2  
3 This Third Charter School Renewal Contract is dated as of the \_\_\_\_day of June, 2017,  
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 W.S. §§21-3-101 et  
8 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 fifteenth year of operation. SRA was first  
18 approved by the School District’s Board of Trustees (School Board) under the  
19 Charter Schools Act (W.S. § 21-3-301 et seq.) on December 12, 2001.

20  
21 B. SRA’s charter was first renewed by the School Board for a five-year term on June  
22 13, 2007 and subsequently renewed for a second five-year term on June 13, 2012.

23  
24 C. This Renewal Contract represents the third five-year renewal of SRA’s charter,  
25 authorizing SRA’s operations for School Years 2017-2018 through 2021-2022.

26  
27 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 fifteen years  
29 SRA has operated.

30  
31 SRA’s third Renewal Application serves as the basis of this Renewal Contract and  
32 is incorporated by reference herein.

33  
34 **II. AGREEMENT.**

35  
36 NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual  
37 understandings, releases, covenants, and agreements herein described, the Parties agree as  
38 follows:

39  
40 1.00 Approval, Definitions, Introduction.

41  
42 1.01 Approval. The School Board hereby approves SRA’s charter school  
43 renewal application for an additional five (5) year term, authorizing the operation of SRA for  
44 School Years 2017-2018 through 2021-2022 pursuant to the terms and requirements stated in  
45 this Renewal Contract.

1           1.02 Accountability. SRA shall remain a public school within the School  
2 District accountable to the School Board for purposes of ensuring compliance with applicable  
3 state and federal laws and this Renewal Contract. The School will continue to participate in the  
4 School District’s accountability process in accordance with District School Board policy. All  
5 records established and maintained in accordance with the provisions of this Contract, District  
6 School Board policy, and federal and state law shall be open to inspection by the School District.  
7

8           1.03 Approved Waivers. SRA has previously developed its own policies and  
9 procedures, which required waivers from the School District in order to deviate from the School  
10 District’s rules and regulations as well as non-applicable State laws. The School District ratified  
11 all existing waivers upon which SRA’s current policies and procedures were developed and  
12 hereby approves the renewal of these existing waivers. Any future changes to SRA’s policies and  
13 procedures and additional requests for waivers are subject to School Board approval following  
14 the procedure set out in Section 5.08 below.  
15

16           1.04 Public Records and Board Access to Records. SRA agrees to follow the  
17 requirements of Wyoming’s Administrative Procedure Act (W.S. § 16-3-101 et seq.) and Public  
18 Records Act (W.S. § 16-4-201 et seq.) in the manner in which those laws would apply to the  
19 School Board. All records established and maintained in accordance with the provisions of this  
20 Renewal Contract, School Board policy, and federal and state law shall be open to inspection by  
21 the School District.  
22

23           1.05 Definitions. As used herein, the following words and phrases have the  
24 meanings ascribed to them:  
25

26           “ACSD#1 Policies” means the By-laws and Policies of the Board of Education,  
27 ACSD#1, as revised.  
28

29           “Board of Directors” or “Academy Directors” means the duly elected Board of  
30 Directors and governing body of SRA that is responsible for administering and  
31 governing SRA.  
32

33           “Charter” means the most current authorization granting Snowy Range Academy  
34 the authority to operate a charter school which is the Third Renewal Contract to  
35 be executed by the District and SRA.  
36

37           “Charter School” means the Core Knowledge school to be operated by Snowy  
38 Range Academy pursuant to this Third Renewal Contract. SRA is to be operated  
39 within the School District. By law SRA is a public school and operates as a  
40 governmental entity pursuant to W.S. § 21-3-305(e).  
41

42           “Charter School Act” means W.S. §§ 21-3-301 through 21-3-314.  
43

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

1  
2 “Members” means the parents or legal guardians of any child enrolled in SRA and  
3 SRA faculty, staff and administration employed by SRA.  
4

5 “Renewal Application” means the Third Charter Renewal Application as  
6 amended prior to its approval by the School Board and upon which this Renewal  
7 Contract is based.  
8

9 “Renewal Contract” means this final contract executed by both SRA and the  
10 School District following the approval by the School District of SRA’s Renewal  
11 Application. This Renewal Contract reflects all agreements between the District  
12 and SRA that are not included in the Renewal Application.  
13

14 “Snowy Range Academy” or “SRA” means the Snowy Range Academy, Inc., a  
15 nonprofit corporation organized pursuant to the Wyoming Nonprofit Corporation  
16 Act.  
17

18 “School Board” means the duly elected Board of Trustees of the School District.  
19

20 “State Board” means the duly appointed Wyoming State Board of Education.  
21

22 2.00 Vision, Mission and Mission Statement.  
23

24 2.01 Approval. The Vision, Mission and Mission Statement set forth in Part II  
25 of the Renewal Application are accepted and hereby approved by the School District.  
26

27 3.00 Description of Educational Program.  
28

29 3.01 Approval. The Educational Program Statement set forth in Part III of the  
30 Renewal Application is accepted and hereby approved by the School District subject to the  
31 conditions set forth below.  
32

33 3.02 Waiver of Existing Curriculum Requirements. The School District agrees  
34 to continue the waiver of its curricular requirements, subject to the SRA’s continuation of its  
35 instructional programs as outlined in its Renewal Application.  
36

37 3.03 Future Waivers. The School District agrees to consider and then approve  
38 waivers for curriculum and instructional materials necessary to operate SRA as contemplated in  
39 this Renewal Contract.  
40

41 Notwithstanding the foregoing requirement, the School District agrees to waive  
42 any requirement that curriculum and instructional materials for existing grade levels be approved  
43 by the School District prior to implementation by SRA provided that the curriculum and  
44 materials meet or exceed content standards adopted by the School District and the State of  
45 Wyoming, and are consistent with or contemplated by the Renewal Application.  
46

47 The District has approved the SRA Board’s effort to expand its offerings into

1 Grades 9 through 12. It is expected that the expansion will occur slowly. Before adding any  
2 additional grade levels, SRA shall obtain approval from the School Board.

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

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

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

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

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

28  
29  
30 3.04 Tuition and Fees. SRA shall not charge tuition to students residing in the  
31 School District, other than for before-school programs, after-school programs and inter-session  
32 programs. Tuition and fees may only be charged in accordance with School District policy and  
33 state law, or as established by SRA in accordance with applicable law.

34  
35 3.05 Participation in Non-Academic Activities of Other Schools. SRA's  
36 students may participate in non-academic, extra-curricular activities at other schools in the  
37 School District, provided that the prerequisites for participation are met and there is space  
38 available in the desired activity or program. When such participation requires payment of a fee,  
39 SRA's student shall be responsible for payment of the fee. SRA's students shall not be eligible  
40 for enrollment in academic courses at District schools on a part-time basis, unless otherwise  
41 specifically agreed to by the School District on a case-by-case basis.

42  
43 4.00 Measurable Pupil Outcomes & Assessments.

44  
45 4.01 Approval. The Pupil Performance Standards and Assessment Statement  
46 set forth in Part IV of the Renewal Application are accepted and hereby approved by the School  
47 District subject to the requirements set forth below.

1  
2           4.02 Performance Assessment. SRA agrees to assess student performance in a  
3 manner that satisfies current State requirements.  
4

5           4.03 Evaluation of Pupil Performance and Procedures for Corrective  
6 Action. SRA's methods for evaluating pupil performance and procedures for corrective action  
7 contained in Part IV of the Renewal Application are accepted and hereby approved by the School  
8 District subject to the requirements set forth in this Renewal Contract.  
9

10           4.04 Record Keeping. SRA shall comply with all record keeping requirements  
11 of federal and state law and shall provide any reports required to meet the School District's  
12 reporting obligations to the Wyoming Department of Education. Student records include,  
13 without limitation, immunization records, class schedules, records of academic performance,  
14 disciplinary actions, attendance, and standardized test results and documentation required under  
15 federal and state law regarding education of students with disabilities.  
16

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

23           4.05 Individual Education Plans. Students with Individualized Education Plans  
24 (IEP) will not be exempted from School District standards. SRA, with the aid of the District,  
25 shall provide reasonable accommodations regarding the manner in which students with IEP's are  
26 taught and assessed as set forth below.  
27

28           4.06 Education of Students with Disabilities. SRA shall comply with all  
29 District School Board-approved policies and regulations and requirements of federal and state  
30 law concerning the education of children with disabilities, including but not limited to the  
31 following:  
32

33           4.06.a The School District shall, through its case manager, direct and  
34 oversee the development and/or modification of any Individualized Education Program  
35 ("IEP") for special education students of SRA. The School District shall coordinate the  
36 scheduling of IEP meetings with SRA. The School District's Director of Special  
37 Services, or designee, shall maintain the same administrative responsibilities and  
38 authority in SRA as in all other School District schools for purposes of special education  
39 programs and services.  
40

41           4.06.b SRA shall use School District special education forms and will  
42 document compliance with the requirements of federal and state law, including  
43 procedural due process.  
44

45           4.06.c The School District may identify from time to time changes to the  
46 educational program of SRA that (a) are necessary to comply with applicable state or  
47 federal law for education students with disabilities; or (b) are determined to provide

1 reasonable cost savings or other recognizable benefits in connection with educating  
2 students with disabilities. After good faith discussion of these changes with SRA, the  
3 School District shall have the right to require any such changes which are necessary to  
4 comply with state or federal law and shall have the right to request other changes on  
5 behalf of students with disabilities.  
6

7 4.06.d Special education programs and services will be available to the  
8 student as part of the regular school day in accordance with the least restrictive  
9 environment mandate of federal and state law.  
10

11 4.07 Academic Goals for SRA. SRA's 2016-2017 goals set forth at Appendix  
12 D of the Renewal Application are accepted and hereby approved by the School District.  
13

14 SRA shall meet the goals set forth in its annual school improvement plan  
15 which comply with school improvement requirements set forth by the State of Wyoming.  
16

17 SRA agrees that if it fails to achieve its goals set forth by law and in its  
18 annual school improvement plan described above it will participate in the remediation program  
19 described in the Wyoming Accountability in Education Act, W.S. § 21-2-204. Failure of SRA to  
20 achieve the foregoing goals after completing the remediation program described in the Wyoming  
21 Accountability in Education Act may be considered a basis for revoking or refusing to renew the  
22 Charter School under W.S. § 21-3-309(c).  
23

24 4.08 Student Assessment. SRA shall provide written progress reports for  
25 students on a quarterly basis. The grading system adopted and used by SRA shall comply with  
26 the standards adopted by the State Board, and followed by the School District.  
27

28 4.09 Identification of Academically Low-Achieving and At-Risk Students.  
29 SRA shall identify academically low-achieving and at-risk students and shall provide its  
30 educational program to these students in a manner that is reasonably designed to best serve their  
31 needs. SRA shall continue to use School Based Intervention Teams and Student Assistance  
32 Teams.  
33

34 5.00 Governance.  
35

36 5.01 Approval. The Provisions for Governance and Operations of SRA set  
37 forth in Part V of the Renewal Application are accepted and hereby approved by the School  
38 District subject to the requirements set forth below.  
39

40 5.02 Elections. SRA shall continue to provide for a democratic election of its  
41 governing board. SRA's nominating committee shall nominate a sufficient number of  
42 Community Directors to ensure that there is at least one participating Community Director at all  
43 times.  
44

45 5.03 Non-religious, Non-sectarian Status. SRA shall operate as a nonsectarian,  
46 nonreligious, non-home-based public school. SRA shall not affiliate with any nonpublic  
47 sectarian school or religious organization.

1  
2           5.04 Commitment to Nondiscrimination. SRA shall comply with all applicable  
3 federal, state, and local laws, rules, and regulations, including without limitation, the  
4 constitutional provisions prohibiting discrimination on the basis of age, disability, race, creed,  
5 color, gender, national origin, religion, ancestry or need for special educational services.  
6

7           5.05 Delegation Waivers from District and State Policies. SRA and the School  
8 District shall follow the procedures set forth in W.S. § 21-3-305 regarding waivers.  
9

10           SRA shall comply with all School Board approved policies and  
11 regulations set forth in the School District's policies now in existence and as they may be  
12 amended in the future unless specifically waived by the School Board pursuant to law. SRA was  
13 previously granted the following waivers which are continued:  
14

15           5.05.a SRA is granted a waiver with respect to all matters set forth in  
16 SRA's handbook which include but are not limited to its policies on attendance,  
17 student conduct, dress code, student discipline and suspending, expelling, and  
18 denying admission to a student.  
19

20           5.05.b SRA is granted a waiver from the School District's school  
21 calendar. SRA may use its own school calendar so long as the instructional  
22 program complies with state law regarding minimum pupil-teacher contact hours  
23 and number of days in operation.  
24

25           5.05.c SRA may accept any student within Albany County and is  
26 granted a waiver from the School District attendance centers.  
27

28           5.05.d SRA is granted a waiver from the School District with respect to  
29 any and all policies set forth in SRA's employee handbook, bylaws and student  
30 parent handbook.  
31

32           5.05.e The School Board agrees to give SRA notice of the proposed  
33 adoption, amendment or repeal of all rules that apply to SRA in accordance with  
34 W.S. § 16-3-103, and to provide SRA with the reasonable opportunity to submit  
35 data, views or arguments regarding any such proposed rule.  
36

37           5.06 Open Meetings Law. SRA agrees that its Board of Directors will comply  
38 with Wyoming's Public Meetings Statutes pursuant to W.S. §§ 16-4-401 et seq., as they  
39 apply to the School Board.  
40

41           5.07 Gifts. The School District shall be given written notice of all accepted  
42 gifts, donations, and grants, and any conditions thereof, as part of its regular and normal  
43 reporting to the School District. All gifts, donations, and grants accepted by SRA shall be  
44 for the benefit of SRA and shall not reduce funding passed through by the School  
45 District.  
46

47           5.08 Notice of Policies and Procedures. SRA agrees to give the School Board

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

11  
12 5.09 Conflict of Interest. Members of the Governing Board of SRA shall adhere  
13 to the policies set forth in SRA's bylaws regarding conflicts of interest.

14  
15 5.10 Dissolution. In accordance with statute, the contract between SRA and the  
16 District shall provide that upon closure of the charter school any charter school assets  
17 purchased with public funds shall become the property of the school district. (W.S. § 21-  
18 3-305e).

19  
20 5.11 Records. In accordance with statute, the District is the owner of all  
21 records of the charter school, including student, staff and public affairs records. Upon  
22 closure of the charter school records shall be promptly delivered to the District. W.S. §  
23 21-3-304(o).

24  
25 6.00 Employee Relations.

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

33  
34 6.02 The School Board authorizes SRA to amend its personnel policies as set  
35 forth by the Renewal Application.

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

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

1           6.05 Supervision and Responsibility. SRA's Principal will be responsible for  
2 the supervision and evaluation of SRA's teaching and instructional support staff. SRA  
3 Operation's Manager will be responsible for the supervision and evaluation of non-  
4 instructional support staff. SRA's Board of Directors will be solely responsible for  
5 evaluating the performance of SRA's Principal and Operations Manager. Evaluations  
6 shall be as required by Wyoming law. The Board of Directors will conduct at least  
7 annually a formal evaluation of the Principal and Operations Manager.  
8

9           6.06 Payroll. SRA shall be responsible for administering its own payroll.  
10

11           6.07 Benefits. SRA shall be responsible for administering any and all benefit  
12 programs for its employees.  
13

14           6.08 Equal Opportunity Employer. SRA affirms that it shall not discriminate  
15 against any employee on the basis of race, creed, color, gender, national origin, religion,  
16 ancestry, age or disability in its recruitment, selection, training, utilization, termination or other  
17 employment related activities, in accordance with state and federal law.  
18

19           6.09 Employee Welfare and Safety. SRA has adopted welfare and safety  
20 standards in its personnel policies previously approved by the School Board. SRA shall continue  
21 to comply with those welfare and safety standards.  
22

23           6.10 Employee Records. SRA has adopted policies and regulations regarding  
24 the maintenance and disclosure of employee records in its personnel policies previously  
25 approved by the School Board. SRA shall continue to comply with those policies and  
26 regulations.  
27

28           6.11 Employee Conflicts of Interest. SRA has adopted policies and regulations  
29 regarding conflicts of interest in its personnel policies previously approved by the Snowy Range  
30 Academy governing board. SRA shall continue to comply with those policies and regulations.  
31

32           6.12 School District Teachers/Administrators. SRA shall comply with all applicable state laws  
33 and School District policies regarding leave of absence issues for current teachers of the School  
34 District who are selected for employment by SRA and who may, ultimately, anticipate returning  
35 to the School District. In accordance with statute and policy, the total leaves of absence from  
36 employment with the School District shall not exceed three (3) years.  
37

38           As required by School Board Policy 5033, the policy shall be included as a term  
39 of the Charter contract, to-wit:  
40

41           **Charter School Leave.** If a teacher who is employed in one of the District's non-charter  
42 schools accepts employment with an Albany County School District charter school for a  
43 year in which the employee would be employed by the District, the teacher shall apply  
44 for, and will be granted, a one-year "Charter School" leave-of-absence from the District  
45 for the first year the teacher is employed by the charter school. Charter School leave  
46 shall commence on the first day of services for the charter school.  
47

          If a teacher on a one-year Charter School leave wishes a second year Charter School

1 leave-of-absence from the District, the teacher must submit a request for Charter School  
2 leave to the Personnel Department no later than March 1 of the first year of employment  
3 by the charter school. The District will determine whether or not to allow the second  
4 year of Charter School leave. If the Charter School leave is not granted and the teacher  
5 returns to the District, s/he will be placed in a position of which s/he is qualified. If the  
6 Charter School leave is not granted and the teacher chooses not to return to the District,  
7 the teacher shall submit a resignation to the district, and there will be no further  
8 obligation to the teacher on the part of the District.  
9

10 If a teacher on the second year of Charter School leave wishes a third year Charter School  
11 leave-of-absence from the District, the teacher must submit a request for Charter School  
12 leave to the Personnel Department no later than March 1 of the second year of  
13 employment by the charter school. The district will determine whether or not to allow  
14 the third year of Charter School leave. If the Charter School leave is not granted and the  
15 teacher returns to the District, s/he will be placed in a position for which s/he is qualified.  
16 If the Charter School leave is not granted and the teacher chooses not to return to the  
17 District, the teacher shall submit a resignation to the District, and there will be no further  
18 obligation to the teacher on the part of the District.  
19

20 By March 1 of the third year of employment by the charter school, the District teacher on  
21 Charter School leave must inform the District of whether or not s/he plans to return to  
22 employment with the District at the beginning of the following school year. If the teacher  
23 returns to the district, s/he will be placed in a position for which s/he is qualified. If the  
24 teacher chooses to remain in the employment of the charter school, then the teacher shall  
25 submit a resignation to the District, and there will be no further obligation to the teacher  
26 on the part of the District. The district will provide a statement in writing to the teacher  
27 summarizing the action that is taken (return to the District or the severance of the  
28 relationship between the District and the teacher by resignation).  
29

30 Upon return to employment from the charter school, the teacher will be given credit for  
31 salary-schedule-advancement for the year(s) experience while employed at the charter  
32 school. Once approved for Charter School leave, the teacher may not request that the  
33 Charter School leave be rescinded.  
34

35 Rights to continued employment in the District will be as specified in policy in the By-  
36 Laws and Policies of the Board of Education, and additional rights to continued  
37 employment are not granted through the approval of this leave-of-absence.  
38  
39

40 6.13 PTSB Requirements. All principals, teachers, part time teachers and other  
41 personnel at SRA that require certification pursuant to W.S. § 21-2-802, or as otherwise required  
42 by law, shall be appropriately certified to teach by the Wyoming Professional Teaching  
43 Standards Board (PTSB) or shall have obtained a provisional certificate from PTSB, or shall be  
44 certified by the appropriate licensing authority. All certifications must remain current.  
45

46 6.14 Special Education and Child Advocacy. SRA shall not be required to  
47 provide child advocates for students requiring an IEP.

1  
2           7.00   Health & Safety.  
3

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

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

17           8.00   Admissions Requirement.  
18

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

23           8.02   Open Enrollment. SRA agrees to follow the policies and procedures for  
24 enrollment as set forth in the Renewal Application and its Student-Parent Handbook.  
25 Admissions to SRA shall not be determined solely on academic abilities or achievements,  
26 including minimum test scores or intelligence quotient scores. W.S. § 21-3-304(p).  
27

28           8.03   Transfer of Students. Any transfer of students from SRA to another  
29 school in the School District shall be approved in accordance with School District Policy.  
30

31           8.04   Non-Resident Students. Students who reside outside of the School District  
32 shall not be admitted to the School until all applicants who reside in the School District and who  
33 qualify for admission have been enrolled. Students who reside within Wyoming but not in  
34 Albany County must have an acceptable agreement with their district of residence and the School  
35 District in accordance with W.S. § 21-4-502. If they reside outside of Wyoming they must pay  
36 tuition in accordance with W.S. § 21-4-505.  
37

38           9.00   Evidence of Sound Economic Plan, Proposed Budget for Term of Charter,  
39 Provision for Annual Audit, Displacement Plan.  
40

41           9.01   Approval. The Evidence of Sound Economic Plan, Proposed Budget,  
42 Provision for Annual Audit, and Displacement Plan Statement set forth in Part VIII of the  
43 Renewal Application are accepted and hereby approved by the School District subject to the  
44 requirements set forth below.  
45

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

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

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

13           Should SRA, with School Board approval, expand its enrollment to 9<sup>th</sup> through  
14 12<sup>th</sup> grade, the Average Daily Membership shall be adjusted by the enrollment count taken on  
15 October 1 of the first year of operation under the expanded grade level or levels, as set forth in  
16 W.S. § 21-3-314(a)(v).  
17

18           9.03 Facilities. SRA’s current facility is owned by the District, and shall be used  
19 by SRA in accordance with the established Facilities Use Agreement, attached hereto as  
20 Appendix I and incorporated herein, subject to approval by the School Facilities Department  
21 and/or Commission. In the event the manner in which facilities for charter schools are funded is  
22 amended during the term of this Renewal Contract, SRA and the District agree to renegotiate this  
23 provision of the Renewal Contract in a timely manner, if necessary.  
24

25           9.04 Special Education. Because of the manner in which Special Education is  
26 funded at the State level, the parties agree that the School District will be responsible for special  
27 education expenditures for SRA’s students identified under the Federal Individuals with  
28 Disabilities Education Act (IDEA), to the extent state and federal funding is provided. The  
29 School District shall serve children with disabilities attending SRA in the same manner the  
30 School District serves children with disabilities in its other schools, including supplementary and  
31 related services on site at SRA to the same extent to which the School District has a policy or  
32 practice of providing such services on the site to its other public schools. Except as provided  
33 below, the School District shall be entitled to retain revenues received by the School District that  
34 are reasonably attributable to the education of special education students in the School District or  
35 SRA, including, without limitation, the proportionate share of state and federal resources  
36 generated by SRA’s students with the disabilities, or the staff serving them (but excluding any  
37 such funds obtained by SRA through private grant or gift). The School District and SRA shall  
38 allocate costs of such special education students in accordance with the following guidelines:  
39

40           9.04.a The School District shall allocate IDEA Part B funds for the  
41 benefits of the School on the same basis it allocates funds for the benefit of the School  
42 District’s other schools including a proportional distribution based on relative enrollment  
43 of children with disabilities; and at the same time the School District allocates other  
44 Federal funds to its other public schools consistent with the Wyoming charter school laws  
45 W.S. §21-3-301 to W.S. §21-3-314.  
46

47           9.04.b SRA shall remain responsible for the cost, if any, of the portion of

1 SRA's student's IEP that is typically provided by schools within the School District,  
2 including, without limitation, the classroom teacher, normal classroom supplies, and  
3 similar educational services provided to all students.  
4

5 9.04.c Provided that SRA reasonably complies with, and follows the IEP  
6 of all students identified under IDEA, the School District shall be responsible for 100  
7 percent of the total costs (the "excess IEP cost") incurred annually to deliver the  
8 education described in SRA's students' IEPs over and above the costs incurred by SRA  
9 in connection with the regular education program as described above, including, without  
10 limitation, costs of special education and related services, including transportation, where  
11 identified as a related service on a student's IEP; costs of providing special equipment  
12 and materials necessary to assist the special education student; and legal expenses  
13 incurred by the School District for its attorney in connection with staffing and special  
14 education due-process hearings. In the event the state or federal government alters the  
15 manner in which special education is funded during the term of this Renewal Contract,  
16 SRA agrees to renegotiate this provision of the Renewal Contract in a timely manner, if  
17 necessary.  
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, counselors, and social  
40 workers will be hired by the School District and, with input from SRA, assigned to SRA  
41 in the same manner that is used for all schools within the School District. The School  
42 District shall include SRA's Principal or the Principal's designee in the interview process  
43 of potential School District employees who are expected to provide services at SRA.  
44

45 9.05 Budget. SRA's 2017-2018 preliminary budget set forth as Appendix J of  
46 the Renewal Application was previously submitted to the School District and is approved. For  
47 the 2018-2019 preliminary budget and all subsequent budgets, SRA shall submit its proposed

1 budget to the School Board for its approval on or before June 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 and any and all expenses that will be  
5 passed through for the next school year to SRA.  
6

7 9.06 Annual Audit. SRA shall maintain appropriate financial records in  
8 accordance with all applicable federal, state, and local laws, rules, and regulations, and make  
9 such records available to the School District, as requested, from time to time. SRA shall engage  
10 and participate in an independent, outside audit by a certified public accountant of its financial  
11 and administrative operations on an annual basis. SRA shall provide a copy of the results of the  
12 audit to the School District in written form within the statutory time limits required of the  
13 District. SRA shall bear the costs associated with the audit. The results of the audit shall  
14 become a component unit of the School District and displayed separately with the report. Any  
15 additional cost associated with the audit of SRA shall be borne by SRA.  
16

17 9.07 Overall Preliminary Budget. Nothing contained in this Renewal Contract,  
18 the Renewal Application, the 2017-2018 preliminary budget previously submitted to the School  
19 District, or any subsequent preliminary budget shall be construed as requiring SRA to meet its  
20 budget projections for any specific line item. Rather, the parties acknowledge that SRA is only  
21 required to meet its overall budget and there is no requirement that individual line items of the  
22 budget be met, except to the extent that meeting any such individual line item may be required  
23 by statute or applicable regulation which has not otherwise been waived by the appropriate  
24 authority. SRA shall maintain a minimum Cash Reserve of five percent (5%) of its annual  
25 budgeted expenditures, or such other amount as the parties may agree from time to time. SRA's  
26 reserves historically more than cover that amount.  
27

28 9.08 Indigent Students. SRA shall waive all fees for indigent students in  
29 accordance with School Board policy and applicable state and federal law. SRA shall  
30 cooperate with the School District to distribute the free and reduced lunch eligibility  
31 surveys to SRA's student population.  
32

33 9.09 Hot lunch Program. The School District shall provide hot lunch for SRA  
34 students. So long as there is no third party reimbursement for school lunch, SRA shall reimburse  
35 the District as provided in this section. Contribution for lunches shall be adjusted based upon the  
36 District's prior fiscal year audited deficit divided by the number of prior fiscal year reimbursable  
37 breakfasts and lunches served. The calculation for the following year's contribution shall be  
38 provided to SRA along with the budget estimate each year in May. SRA will be billed at the end  
39 of each month for the actual number of meals served. This subsidy amount is in addition to any  
40 payments made by parents for student's lunches which are collected through the central kitchen  
41 and credited to the students' accounts on PowerSchool.  
42

43 9.10 Instructional Technology. SRA will reimburse the District for required  
44 instructional and student data software. SRA will be billed on an annual basis based on the prior  
45 year ADM.  
46

47 9.11 Operational Powers. Subject to the above conditions, SRA shall be

1 fiscally responsible for its own operations within the limitations of any funding provided to SRA  
2 by law, and shall have authority to independently exercise, also consistent with federal and state  
3 law, the following powers (including such other powers as provided for elsewhere in this  
4 Renewal Contract and in the Renewal Application to the extent consistent with this Renewal  
5 Contract): contract for goods and services; prepare a budget; select personnel and determine their  
6 compensation; procure insurance; lease facilities for school purposes; purchase, lease, or rent  
7 furniture, equipment, and supplies; accept and expend gifts, donations, or grants of any kind in  
8 accordance with such conditions prescribed by the donor as are consistent with law and not  
9 contrary to any of the terms of this Renewal Contract; and all activities necessary and  
10 appropriate to effect the foregoing. In exercising these powers, SRA shall comply with all  
11 applicable School Board-approved policies unless a specific waiver is obtained.  
12

13 9.12 Debt. SRA recognizes that any debt created by SRA is not a debt of the  
14 District.

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

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

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

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

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

#### 40 10.00 Suspension & Expulsion Policy.

41  
42 10.01 Approval. The Suspension and Expulsion Policy set forth in Part III of the  
43 Renewal Application is accepted and hereby approved by the School District subject to the  
44 requirements set forth below.  
45

46 10.02 Appeals to the Board of Directors. All suspension and expulsion

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

7  
8 10.03 No Requirement to Admit. The District shall not be required to admit a  
9 pupil who has been suspended or expelled by SRA, until the end of the term for which the pupil  
10 has been suspended or expelled.

11  
12  
13 11.0 Minimum Enrollment Requirements.

14  
15 11.01 Approval. SRA has exceeded its original minimum enrollment  
16 requirements of eighty students and there is no concern relating to the minimum number of  
17 students required for SRA to commence its operations. There are no minimum enrollment  
18 requirements for this Renewal Contract.

19  
20 During the term of this Renewal Contract, SRA's fiscal ability to continue  
21 operations will be assessed by evaluating its revenues and expenses to determine whether the  
22 Charter School can maintain a balanced budget.

23  
24 12.0 Evidence of Support.

25  
26 12.01 Approval. SRA's current enrollment, wait list, and student performance  
27 demonstrate sufficient support for the continuation of its charter.

28  
29 13.0 Legal Liability and Insurance Coverage.

30  
31 13.01 Approval. The Legal Liability and Insurance Coverage Statement set  
32 forth in Part V of the Renewal Application is accepted and hereby approved by the School  
33 District subject to the requirements set forth below.

34  
35 13.02 Insurance. SRA shall maintain insurance coverage, including but not  
36 limited to property, liability insurance, and errors and omissions coverage for SRA, the Board of  
37 Directors, employees and students. SRA shall name the School District as an "Additional  
38 Insured" on the policies. SRA shall provide the District a copy of all applicable policies upon  
39 request.

40  
41 13.03 Risk Management. SRA shall promptly report any and all pending or  
42 threatened claims, file timely notices of claim, cooperate fully with the School District in the  
43 defense of any claims, and comply with the defense and reimbursement provisions of the  
44 Wyoming Governmental Claims Act and the School District's applicable insurance policies.

45  
46 13.04 Compromise & Settlement. SRA shall not compromise, settle, negotiate,  
47 nor otherwise affect any disposition of potential claims asserted against it without the School

1 District's prior written approval.  
2

3 13.05 Legal Liability and Indemnification. The Parties will be fully responsible  
4 for their respective legal liabilities. SRA understands and agrees that the District has no  
5 obligation to pay or reimburse SRA for legal fees, judgment, orders, settlement or other costs or  
6 expenses related to any litigation threatened or actual, or administrative proceeding in which  
7 SRA may be involved.  
8

9 To the extent permitted by applicable law, but without waiving any rights under  
10 the Wyoming Governmental Immunity Act, each party does hereby covenant and agree to  
11 indemnify and hold harmless the other party, its appointed boards and commissions, officials,  
12 officers, board members, employees, subcontractors, agents and subagents (the "Indemnitees"),  
13 individually and collectively from all fines, claims, demands, suits or actions of any kind and  
14 nature by reason of the indemnifying party's acts or omissions occurring in the performance of  
15 this Agreement.  
16

17 14.00 Transportation.  
18

19 14.01 Approval. The Transportation Statement set forth in Part IX of the Renewal  
20 Application is accepted and hereby approved by the School District.  
21

22 14.02. Funding. To the extent the manner in which transportation is funded is altered  
23 under state or federal law during the term of this Renewal Contract, SRA agrees to amend the  
24 Transportation Statement and Transportation Agreement to account for said changes, if  
25 necessary. Said Transportation Agreement was attached as Appendix M to the Renewal  
26 Application and is incorporated herein.  
27

28 15.00 Contracts.  
29

30 15.01 Approval. The Contracts Statement set forth in Part V of the Renewal  
31 Application is accepted and hereby approved by the School District subject to the requirements  
32 set forth below.  
33

34 15.02 Faith and Credit. SRA agrees that it will not extend the faith and credit of  
35 the School District to any third person or entity. SRA acknowledges and agrees that it has no  
36 authority to enter into a contract that would bind the School District and that except as provided  
37 in this Renewal Contract, SRA's authority to contract is limited by the same provisions in law or  
38 Board policy that apply to the School District itself. SRA also is limited in its authority to  
39 contract by the amount of funds obtained from the State, as provided hereunder, plus any funds  
40 received by SRA from other lawful sources. SRA Directors are hereby delegated the authority to  
41 approve contracts to which SRA is a party, subject to the requirements and limitations of the  
42 Wyoming Constitution, state law, School Board-approved policies and the provisions of this  
43 Renewal Contract.

44 SRA agrees to indemnify and hold harmless the School District from and  
45 against, and to reimburse the School District with respect to, any and all loss, damage, liability,  
46 cost and expense, including reasonable attorneys' fees, incurred by School District by reason of

1 or arising out of or in connection with any claim made by a creditor of SRA against the School  
2 District.

3  
4 15.03 Term of Contracts. Any and all contracts executed by SRA shall comply  
5 with all state and federal law, including but not limited to bidding requirements in accordance  
6 with W.S. § 21-3-110.

7  
8 15.04 Contract Language Protecting the District. Any and all contracts executed  
9 by or on behalf of SRA shall include substantially the following language:

10  
11 The undersigned understands and agrees that this contract is solely  
12 with Snowy Range Academy, Inc., a Wyoming nonprofit  
13 corporation, and that it is not with Albany County School District  
14 Number 1. SRA, The undersigned covenants and agrees that it  
15 will not seek to enforce this agreement against Albany County  
16 School District Number 1. The undersigned further covenants not  
17 to sue Albany County School District Number 1 as a result of  
18 entering into this Contract.

19  
20 16.00 Facilities.

21  
22 16.01 Approval. The Facilities Statement set forth in Part VI of the Renewal  
23 Application is accepted and hereby approved by the School District.

24  
25 17.00 General Provisions.

26  
27 17.01 Term. The Charter and this Renewal Contract are effective as of the date  
28 first written above for a period of five school years, and will terminate on July 31 following the  
29 twentieth school year of SRA's operation. The Charter may thereafter be renewed in  
30 accordance with the Charter School Act by mutual written agreement of the parties.

31  
32 Although this Renewal Contract is for operation of SRA as a charter school in the  
33 School District for a period of five years, any financial commitment on the part of the School  
34 District contained in this Renewal Contract is subject to annual appropriation by the State of  
35 Wyoming, and the Parties agree that the School District has no obligation to fund the financial  
36 obligations under this Renewal Contract out of revenues received for its students. Nor has the  
37 School District irrevocably pledged or held for payment sufficient cash reserves for funding SRA  
38 at or above the per pupil allocation or for providing services described herein for the entire term  
39 of the Renewal Contract.

40  
41 17.02 Termination. This Contract may only be terminated, and the Charter  
42 revoked by the School Board, for the grounds provided by state law, W.S. § 21-3-309(c), and/or  
43 for any material breach of this Renewal Contract, upon thirty days' advance written notice being  
44 given to SRA.

45  
46 17.03 Notice of Breach. The District School Board shall give SRA prior written  
47 notice of any alleged statutory or other material breach of this Renewal Contract and of the

1 requirements for correction of same, and shall provide SRA forty five (45) days in which to  
2 remedy or cure such breach or reach an agreement with the School Board for a plan to remedy or  
3 cure such breach.  
4

5 At any time during the forty five day (45) day cure period, either party may  
6 demand mediation as provided below. Any such mediation request shall stay the forty five day  
7 cure period up to forty five (45) additional days until mediation is completed, but in no event  
8 shall the total time to mediate and cure any default exceed a total of ninety (90) days, unless  
9 otherwise agreed to in writing by the parties. If such breach has not been corrected within the  
10 time period specified by the District School Board in the notice of breach (but in no event less  
11 than forty five (45) days provided in the notice of potential termination of the Contract), or  
12 resolved through mediation, the District School Board may terminate this Renewal Contract and  
13 revoke the Charter.  
14

15 Should SRA choose to terminate this Renewal Contract and revoke its charter before the  
16 end of the contract term, it may do so with the School Board's approval, at any time, on sixty  
17 (60) days' advance written notice.  
18

19 17.04 Dissolution. In the event SRA should cease operations for whatever  
20 reason, including the non-renewal or revocation of the Charter, it is agreed that the School Board  
21 shall supervise and have authority to conduct the winding up of the business and affairs of SRA;  
22 provided, however, that in doing so, the School District does not assume any liability incurred by  
23 SRA beyond the funds allocated to it by the School District under this Renewal Contract. The  
24 School District's authority hereunder shall include, but not be limited to, the return and/or  
25 disposition of any assets acquired by purchase or donation by SRA during the time of its  
26 existence.  
27

28 17.05 Return of Property. In the event of termination or dissolution, all property  
29 purchased in whole or in part with funding provided by the School District, including, but not  
30 limited to, real property, shall be returned to and shall remain the property of the School District.  
31 All assets loaned to SRA will be returned to the lenders. Remaining assets shall be utilized to  
32 satisfy any remaining outstanding SRA liabilities. Any residue will accrue to the District.  
33

34 17.06 Entire Agreement. This Renewal Contract, with attachments, contains all  
35 terms, conditions, and provisions hereof and the entire understandings and all representations of  
36 understandings and discussions of the parties relating thereto, and all prior representations,  
37 understandings, and discussions are merged herein and superseded and canceled by this Renewal  
38 Contract.  
39

40 17.07 Amendment. This Contract may only be modified or amended by further  
41 written agreement executed by the parties hereto.  
42

43 17.08 Notice. Any notice required, or permitted, under this Contract, shall be in  
44 writing and shall be effective upon personal delivery (subject to verification of service or  
45 acknowledgment of receipt) or three days after mailing when sent by certified mail, postage  
46 prepaid, to the Principal's office and to its then legal counsel, in case of notice being sent to  
47 SRA, or to the Office of the Albany County School District Number 1, 1948 E. Grand Avenue,  
Laramie, Wyoming, 82070, and its then legal counsel for notice to the School District.

1  
2           17.09 No Waiver. The parties agree that no assent, express or implied, to any  
3 breach by either of them of any one or more of the covenants and agreements expressed herein  
4 shall be deemed or be taken to constitute a waiver of any succeeding or other breach.  
5

6           17.10 Dispute Resolution. The parties agree that resolution of disputes and/or  
7 mediation shall, unless agreed otherwise in writing, proceed as follows:  
8

9                   17.10.a           In the event any dispute arises between the parties or their  
10 representatives concerning this Renewal Contract, including, without limitation, the  
11 implementation of or waiver from any policies, regulations, or procedures, and such  
12 dispute is not resolved by negotiation between the Parties' representatives, either Party  
13 may request that a member of each party's Board become involved in the negotiation of a  
14 resolution. If the parties are still not able to resolve such dispute, either party may  
15 demand that the dispute be submitted to mediation.  
16

17                   17.10.b           If mediation is demanded under this Contract, the parties by  
18 agreement may select the person to serve as the mediator. If the parties are unable to  
19 agree, they may advise the District Court, Second Judicial District, Albany County  
20 Wyoming of their recommendations, and the Court shall then appoint a person to serve as  
21 the mediator. Any such mediation may be conducted in accordance with procedures  
22 prescribed by the person conducting the mediation and shall be confidential as provided  
23 by W.S. §1-43-101, *et seq.* Each party shall equally share the cost of the mediator but  
24 shall otherwise bear their own costs and fees associated with mediation, to include  
25 attorney's fees.  
26

27           17.11 Invalidity. If any provision of this Contract is determined to be  
28 unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect,  
29 unless otherwise terminated by one or both of the parties in accordance with the terms contained  
30 herein.  
31

32           17.12 Waiver of Policies and Procedures. No provision of this Contract or of the  
33 Renewal Application shall be construed so as to preclude SRA from seeking a waiver of any  
34 such policy or provision as contemplated by this Renewal Contract or as contemplated by law. In  
35 the event that any such waiver is obtained, any such waiver shall to the extent granted be  
36 controlling over any contrary provision of this Contract or of the Renewal Application.  
37

38           17.13 Rules of Construction. This Contract shall be interpreted, whenever  
39 possible, as complementing, rather than overriding, the terms and provisions of the Renewal  
40 Application. However, to the extent of any inconsistencies, this Contract shall be controlling.  
41 The Contract shall also, to the extent possible, be interpreted as consistent with the provisions of  
42 the Wyoming Constitution and the Charter School Act.  
43

44           17.14 Business Days. When any action required by this Contract falls on a  
45 Saturday, Sunday or legal holiday in the State of Wyoming, such action shall occur on the first  
46 succeeding day which is not a Saturday, Sunday or legal holiday in the State of Wyoming.  
47

