

Laramie Montessori Board of Trustees
Regular Board Meeting
April 22, 2021
Via Zoom
6:30 PM

I. Opening (6:30) – Jana Heisler-White

The Mission of Laramie Montessori School is to support the development of the whole child through an authentic Montessori environment that honors the child's intrinsic motivation to learn and supports each individual's unique intellectual, physical, social and emotional development.

A. 15 second Montessori Moments

Student's testimonies at the ACSD #1 board meeting
CPR and First Aid training while choking

B. Roll Call

All board members are present

C. Approval of Agenda*

-Agenda item "Review and Approve Budget" will be moved to May's meeting.

Megan Hawken moved to approve, Ashlee Kupilik seconded the motion, all were in favor, and the motion passed.

II. Minutes

A. Approval of Minutes, Board Meeting, March 2021

B. Approval of Minutes, Board Work Session, April 2021

Josh Kaffer moved to approve the minutes with changes listed above, including changes to spelling in Megan and Heidi's names. Megan Hawken seconded the motion. all were in favor and the motion passed.

III. Audience Communication

A. Teacher Representative

Miss Heidi let the Board know that the students started WyTopp testing. The student council will meet tomorrow about painting playground equipment. Everyone is excited about charter renewal.

B. Open communication

Miss Janelle indicated that she is grateful for the charter renewal and everyone who helped make it possible.

IV. Monthly Financial Report

A. Review and Board Action to approve March 2021 Financial Report

At 9 months LMCS is generally around 75% through the budget, and currently overall is at 79%. It looks a little high, but rent is paid through the end of the year and things have been front loaded.

Josh Kaffer motioned to accept the Monthly Financial Report, Megan Hawken second the motion, all were in favor and the motion passed

V. Reports

A. Director's Report – Jeff Verosky

Enrollment summary is at the same total number, but in person numbers have increased. Only 2 students will be virtual after next week. Upper EI is taking the WyTopp and most results are almost instantaneous. Feedback has been received for 4th and 6th graders for language and math. Kindergarteners will take an interim assessment.

The Sunshine Committee has provided the staff with breakfast and will do so for the next two weeks. Kudos to Norman for cooking breakfast.

There was a Professional Development day on Friday and it went well. Sean Moore, the Director of Technology came and helped with training on the Newline devices. The Director of the Department of Family Services also came and handed out packets and talked to staff.

End of the year field trips are scheduled for the whole school, as well as individual class field trips. Upper EI is not going to be able to go to Teton Science School this year. Field Day will be held at Undine Park.

Title I school status- Jeff Verosky met with Scott James and the paperwork has been submitted, but there is more work that needs to be done. Due to the pandemic LMCS was not able to get the parent participation and other factors necessary to complete our status as a Title I school. Because of these unforeseen circumstances, the paperwork has been withdrawn, but will be resubmitted in August for the 2022-23 school year.

Teacher contracts have been issued and all but two have been returned. There are three staff members who have not yet gotten contracts, but we foresee that they will be renewed. Our student goal next year is 83.

B. Ad hoc Charter Renewal Committee

The LMCS charter was renewed by the Albany County School District #1 Board of Trustees and we will get legal counsel for the contract.

C. Ad hoc Preschool Exploration Committee

Legislative bill- The House of Representatives added an amendment for charter schools and it will go into effect on 1 July 2021. Pre-setup at the school has been done in anticipation of LMCS BOT giving go ahead on pre-school. Applications have been submitted to DFS. Committee is working on a policy handbook and a registration form. The Wyoming Department of Education requires a background check, but a separate background check is required by DFS for anyone interacting with preschool students. It will cost approximately \$500 for everyone to get background checks and they take approximately 6 weeks to process.

DFS is going to receive monies for early childhood education and we are hoping to be able to take advantage of those funds to help with preschool startup. We have preliminary rates and payment schedules. Families can get on a sliding fee scale through DFS. If approved, we plan to open in July..

The Daniels Fund is willing to help once our preschool numbers reach 20-30 enrolled students. When tuition is finalized there will be one to two scholarships from the Friends of Laramie Montessori. If we have a net gain in one year, we could roll the net gain into a scholarship with board approval.

Josh motioned to approve the expenditure of \$500 for background checks, Ashlee seconded the motion, all were in favor, and the motion passed.

There will be a BOT work session 11 May 2021 to further discuss adding a preschool to Laramie Montessori.

Committee Reports

PTO-

Accountability (Jana)-

Nominating-

Policy and Planning (Josh),

Finance (Megan),

Facilities (Josh),

Resource Development (Jana),

Marketing (Ashlee)

VI. Audience Communication II

VII. New Business

A. Annual Meeting – 20 May 2021

B. Kindergarten Registration Form

We did not reach lottery level and the DOB cutoff has changed to 1 August 2021. Students born between 2 August - 15 September would be eligible if deemed ready for kindergarten.

VIII. Executive Session

A. Personnel (WY Stat 16-4-405)

Josh motioned to move into executive session, Megan seconded the motion, all were in favor and the motion passed.

IX. Board Action on Director Contract

Josh motioned to offer Jeff Verosky another one year contract, Megan seconded the motion, all were in favor and the motion passed.

X. Adjourn

Josh moved to adjourn the meeting, Megan seconded the motion, all were in favor and the motion passed.

**Consent agenda items- items approved simultaneously with approval of agenda, unless exceptions are noted.*

Laramie Montessori Board of Trustees

Work Session Meeting Minutes

May 11, 2021

Via Zoom

6:30 PM

I. Opening (6:30) – Jana Heisler-White

The Mission of Laramie Montessori Charter School is to support the development of the whole child through an authentic Montessori environment that honors the child's intrinsic motivation to learn and supports each individual's unique intellectual, physical, social and emotional development.

1. Roll Call
2. Approval of Agenda

II. Discussion of a Preschool Program at LMCS

-Thoughts are to run the program through the summer.

-Making sure monetary funds are split and there is no overlap for k-12 to pk

-Dr. Yennie was supportive of Montessori starting a preschool.

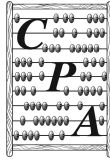
-Bookkeeping and accounting need to have a high level of transparency and fidelity.

-Policies and Procedures – consider structuring – addendum to charter renewal contract- 1-2 page addendum stating that we offer a preschool program. Committee for preschool implementation – review policy documents, etc.

- Looking into who we can train who would be able to work with younger students. Would it be a mix of funds?

-30 students max due to adult per student ratio

III. Adjourn - Josh motioned to adjourn Megan seconded the motion, all were in favor and the motion passed.



CPA GROUP OF LARAMIE, LLC

DUNNUCK · HAMILTON · ROESLER · BROOK

CERTIFIED PUBLIC ACCOUNTANTS

The accompanying financial statements and accountants' report are for the purpose of internal use by the management and board of directors of Laramie Montessori School, Inc and should not be used or relied upon by any other party for any purpose. Additional users of these financial statements and accountants' report are hereby advised that the liability of CPA Group of Laramie, LLC to third party users who use or rely on this information may be limited pursuant to 1995 Wyo. Sess. Laws, Chapter 155 creating Wyo. Stat. §33-3-201.

ACCOUNTANTS' COMPILATION REPORT

Members of the Board
Laramie Montessori School, Inc
Laramie, Wyoming

Management is responsible for the accompanying financial statements of Laramie Montessori School, Inc (a nonprofit organization) which comprise the statement of financial position as of April 30, 2021 and the related statement of activities and cash flows for the one and ten months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the statements of changes in net assets, functional expenses, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the statements of changes in net assets, functional expenses, and the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the organization's financial position, results of operations, change in net assets, and cash flows. Accordingly these financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require the capitalization of fixed assets when placed in service and recording depreciation or amortization over the estimated useful lives of capitalized assets. Management has informed us that they have not capitalized fixed assets purchased in the current fiscal year for the purposes of interim financial statements and is not recording depreciation on those assets, which is not in accordance with accounting principles generally accepted in the United States of America. Management has not determined the effect of the departures from generally accepted accounting principles on the accompanying financial statements.

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Members: American Institute of Certified Public Accountants and Wyoming Society of CPA's

Other Matter

The supplementary information contained in Schedules I is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subjected to our compilation engagement, however, we have not audited or reviewed the information and, accordingly do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

CPA Group of Laramie, LLC

CPA Group of Laramie, LLC
Certified Public Accountants
May 7, 2021

LARAMIE MONTESSORI SCHOOL, INC.

STATEMENT OF NET ASSETS

APRIL 30, 2021

ASSETS

Current Assets

Cash and Checking Accounts - Operating	\$	199,442.64
Savings Account - Operating		109,276.32
Cash and Checking Accounts - Restricted		67,528.36
Total Cash		<u>376,247.32</u>

Other Current Assets

Prepaid expenses		0.00
Other Current Assets		40.19
Total Current Assets		<u>376,287.51</u>

Non-Current Assets

Property and Equipment		32,976.25
Less Accumulated Depreciation		31,476.25
Net Property and Equipment		<u>1,500.00</u>

Total Assets

377,787.51

LIABILITIES

Current Liabilities

Accounts Payable	\$	0.00
Payroll Taxes and Benefits Payable		9,885.94
Current Portion of Long-Term Liabilities		8,650.41
Total Current Liabilities		<u>18,536.35</u>

Total Liabilities

18,536.35

NET ASSETS

Unrestricted		<u>359,251.16</u>
Total Net Assets		<u>359,251.16</u>

Total Net Assets and Liabilities

\$ 377,787.51

LARAMIE MONTESSORI SCHOOL, INC.
STATEMENT OF ACTIVITIES
FOR THE ONE AND TEN MONTHS ENDED APRIL 30, 2021

Revenue, Gains and Other Support	
Contributions and Donations	\$ 909.91
Student Council Income	147.95
Fundraising	1,369.77
Fnd Prg - Charter School Adjustment	861,840.88
Major Maintenance	0.00
SFC Lease Payment	185,876.00
Title I Revenue	82,273.58
Charter School Grant	0.00
Interest	114.80
Other Grants	1,155.00
Total Revenue, Gains & Other Support	<u>1,133,687.89</u>
Expenses	
Capital/Facilities	286,532.04
Payroll	663,747.72
Purchased Services	50,294.05
Supplies & Materials	10,220.51
Other	9,686.13
Total Expenses	<u>1,020,480.45</u>
Change in Net Assets	113,207.44
Net Assets at July 1, 2020	<u>246,043.72</u>
Net Assets at April 30, 2021	<u>\$ 359,251.16</u>

LARAMIE MONTESSORI SCHOOL, INC.
STATEMENT OF CASH FLOWS
 FOR THE ONE AND TEN MONTHS ENDED APRIL 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 113,207.44
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	133.30
(Increase) or decrease in accounts receivable	0.00
(Increase) or decrease in other current assets	0.00
Increase or (decrease) in accounts payable	0.00
Increase or (decrease) in other current liabilities	-29,195.87
Total Cash from Operating Activities	<u>84,144.87</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of equipment and leasehold improvements	<u>0.00</u>
Net cash from investing activities	<u>0.00</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	<u>-1,625.00</u>
Net cash from financing activities	<u>-1,625.00</u>
Net Change in Cash	<u>82,519.87</u>
CASH	
Beginning	<u>293,727.45</u>
Ending	<u>\$ 376,247.32</u>

LARAMIE MONTESSORI SCHOOL, INC.
SCHEDULE I: STATEMENT OF ACTIVITIES BUDGET COMPARISON
 FOR THE ONE AND TEN AND MONTHS ENDED APRIL 30, 2021

	Actual	Annual Budget	Actual % of Annual Budget
Revenue, Gains and Other Support:			
81511 - Interest Income - General Fund	\$ 80.09	\$ 300.00	26.70%
81521 - Interest Income - Major Maintenance	34.71	200.00	17.36%
81790 - Student Council	147.95	500.00	29.59%
81921 - Contributions & Donations - Individuals	909.91	5,000.00	18.20%
81927 - PTA Income	0.00	1,500.00	0.00%
81929 - Fundraising Income	1,369.77	6,000.00	22.83%
83111 - Fdn Prg - Charter School Adjustment	861,840.88	896,606.00	96.12%
83291 - SFC Lease Payment	185,876.00	185,876.00	100.00%
84206 - Title 1	82,273.58	97,846.20	84.08%
85612 - Other Grants	<u>1,155.00</u>	<u>4,655.00</u>	24.81%
Total Revenue, Gains & Other Support	1,133,687.89	1,198,483.20	94.59%
Expenses:			
Capital/Facilities			
1110500 - Equip/Furnishings - Classroom	0.00	100.00	0.00%
3320500 - Equip/Furnishings - Admin/Gen	233.48	233.48	100.00%
3420570 - Depreciation Expense	133.30	1,000.00	13.33%
3850500 - Equip/Furnishings - Info Tech	2,085.02	2,085.02	100.00%
5000325 - Facilities Rental	283,211.18	283,210.92	100.00%
6100620 - Interest Expense	<u>869.06</u>	<u>1,000.00</u>	86.91%
Total Capital/Facilities	286,532.04	287,629.42	99.62%
Payroll			
1110111 - Salaries - Teachers	208,892.60	251,000.00	83.22%
1110113 - Salaries - Assistant Teachers	52,441.66	69,000.00	76.00%
1110119 - Salaries - Tutoring	0.00	500.00	0.00%
1110120 - Salaries - Substitutes	2,573.52	6,000.00	42.89%
1113111 - Salaries - Specials	36,513.82	45,500.00	80.25%
1260111 - Salaries - Title I Teacher	71,776.63	82,520.00	86.98%
3320110 - Salaries - Administration	80,516.52	93,000.00	86.58%
3321110 - Salaries - Director	70,833.30	85,000.00	83.33%
3000210 - Support Svcs - Social Security	32,599.93	39,100.00	83.38%
3000215 - Support Svcs - Medicare	7,624.22	9,200.00	82.87%
3000200 - Support Svcs - Wyo Retire Sys	51,129.59	62,100.00	82.33%
3000230 - Support Svcs - Health Insurance	37,073.16	49,000.00	75.66%
3000240 - Support Svcs - Worker's Comp	8,204.88	11,500.00	71.35%
3000250 - Support Svcs - Wyo Unemployment	<u>3,567.89</u>	<u>6,000.00</u>	59.46%
Total Payroll	\$ 663,747.72	\$ 809,420.00	82.00%

LARAMIE MONTESSORI SCHOOL, INC.
SCHEDULE I: STATEMENT OF ACTIVITIES BUDGET COMPARISON
 FOR THE ONE AND TEN AND MONTHS ENDED APRIL 30, 2021

Purchased Services			
1110334 - Field Trips	\$ 485.00	5,000.00	9.70%
2112310 - Student Counseling Services	16,515.55	29,728.00	55.56%
2213300 - Professional Development	534.94	0.00	#DIV/0!
3320318 - Accounting & Auditing Services	15,354.72	21,000.00	73.12%
3320319 - Legal Services	3,367.00	8,000.00	42.09%
3320340 - Telephone/Internet Services	996.38	1,100.00	90.58%
3320350 - Advertising/Recruit/PR/Market	0.00	500.00	0.00%
3320360 - Printing/Binding Services	39.75	150.00	26.50%
3420323 - Repairs & Maintenance	137.00	100.00	137.00%
3420380 - Insurance - Liability/Property	8,560.43	8,560.43	100.00%
3850323 - Technology Maintenance	4,303.28	5,000.00	86.07%
Total Purchased Services	<u>50,294.05</u>	<u>79,138.43</u>	<u>63.55%</u>
Supplies & Materials			
1110410 - Supplies - Classroom	2,712.04	3,000.00	90.40%
1110415 - Montessori Materials - Kinder	6.94	100.00	6.94%
1110416 - Montessori Mat - Lower Elem	185.57	200.00	92.79%
1110417 - Montessori Materials - Upper	1,484.50	1,484.50	100.00%
1113410 - Supplies - Specials	105.62	300.00	35.21%
1113415 - Materials - Specials	73.04	3,600.00	2.03%
1260410 - Supplies - Title I	921.71	1,000.00	92.17%
2134410 - Supplies - Nurse	71.23	75.00	94.97%
3320410 - Supplies - Office	1,425.59	1,000.00	142.56%
3320414 - Supplies - General	1,969.60	2,500.00	78.78%
3320418 - Postage/Shipping	92.40	300.00	30.80%
3320491 - PTO Expense	74.27	1,500.00	4.95%
3420492 - Fundraising Expense	1,098.00	250.00	439.20%
1410490 - Student Council	0.00	100.00	0.00%
Total Supplies & Materials	<u>10,220.51</u>	<u>15,409.50</u>	<u>66.33%</u>
Other			
3320640 - Dues & Fees	2,117.72	2,050.00	103.30%
3320641 - PTSB/Background Cks	302.00	200.00	151.00%
3320791 - Director's Fund	513.08	750.00	68.41%
4100460 - Breakfast, Snack & Lunch Assist	1,720.33	3,500.00	49.15%
3900791 - Miscellaneous	5,033.00	0.00	0.00%
Total Other	<u>9,686.13</u>	<u>6,500.00</u>	<u>149.02%</u>
Total Expenses	<u>1,020,480.45</u>	<u>1,198,097.35</u>	<u>85.18%</u>
Change in Net Assets	113,207.44	385.85	
Net Assets at July 1, 2020	<u>246,043.72</u>	<u>246,043.72</u>	
Net Assets at April 30, 2021	<u>\$ 359,251.16</u>	<u>\$ 246,429.57</u>	

Laramie Montessori Charter School, Inc.				
Version 5/25/2021				
Not yet approved				
	Oct 2020 Version	2021-22 Proposed		
Income			\$ Change	% Change
81511 - Interest Income - General Fund	\$ 300.00	\$ 300.00	\$ -	0%
81521 - Interest Income - Major Maintenance	\$ 200.00	\$ 200.00	\$ -	0%
81790 - Student Council	\$ 500.00	\$ 150.00	\$ (350.00)	-70%
81921 - Contributions and Donations - Individuals	\$ 5,000.00	\$ 3,000.00	\$ (2,000.00)	-40%
81927 - PTO Income	\$ 1,500.00	\$ 1,500.00	\$ -	0%
81929 - Fundraising Income	\$ 6,000.00	\$ 4,000.00	\$ (2,000.00)	-33%
83111 - Fdn Prg - Charter School Adjustment	\$ 896,606.00	\$ 868,004.00	\$ (28,602.00)	-3%
83171 - Major Maintenance Revenue			\$ -	
83291 - SFC Lease Payment	\$ 185,876.00	\$ 187,000.00	\$ 1,124.00	1%
84206 - Title I	\$ 97,846.20	\$ 97,846.20	\$ -	0%
CARES ACT			\$ -	
84207 - Instructional Facilitator			\$ -	
84208 - Title IIA Class Size Reduction			\$ -	
85612 - Other Grants	\$ 4,655.00		\$ (4,655.00)	-100%
Total Income	\$ 1,198,483.20	\$ 1,162,000.20	\$ (36,483.00)	-3%
			\$ -	
Expenses			\$ -	
Capital/Facilities			\$ -	
1110500 - Equip/Furnishings - Classroom	\$ 100.00	\$ -	\$ (100.00)	-100%
3320500 - Equip/Furnishings - Admin/Gen	\$ 233.48	\$ -	\$ (233.48)	-100%
3420570 - Depreciation Expense	\$ 1,000.00	\$ 1,000.00	\$ -	0%
3470500 - Major Maintenance Expense			\$ -	
3850500 - Equip/Furnishings - Info Tech	\$ 2,085.02	\$ -	\$ (2,085.02)	-100%
5000325 - Facilities Rental	\$ 283,210.92	\$ 283,210.92	\$ -	0%
6100620 - Interest Expense	\$ 1,000.00	\$ -	\$ (1,000.00)	-100%
Total Capital/Facilities	\$ 287,629.42	\$ 284,210.92	\$ (3,418.50)	-1%
Payroll			\$ -	
1110111 - Salaries - Teachers	\$ 251,000.00	\$ 251,000.00	\$ -	0%
1110113 - Salaries - Assistant Teachers	\$ 69,000.00	\$ 69,000.00	\$ -	0%
1110119 - Salaries - Tutoring	\$ 500.00	\$ -	\$ (500.00)	-100%
1110120 - Salaries - Substitutes	\$ 6,000.00	\$ 4,500.00	\$ (1,500.00)	-25%
1113111 - Salaries - Specials	\$ 45,500.00	\$ 53,000.00	\$ 7,500.00	16%
1115113 - Salaries - Recess Monitor		\$ -	\$ -	
1260111 - Salaries - Title I Teachers	\$ 82,520.00	\$ 62,000.00	\$ (20,520.00)	-25%
3320110 - Salaries - Administration	\$ 93,000.00	\$ 86,000.00	\$ (7,000.00)	-8%
3321110 - Salaries - Director	\$ 85,000.00	\$ 85,000.00		
4100113 - Salaries - Breakfast Monitor	\$ -	\$ -	\$ -	
3000210 - Support Svcs - Social Security	\$ 39,100.00	\$ 39,100.00	\$ -	0%
3000215 - Support Svcs - Medicare	\$ 9,200.00	\$ 9,200.00	\$ -	0%
3000220 - Support Svcs - Wyo Retire Sys.	\$ 62,100.00	\$ 62,255.00	\$ 155.00	0%
3000230 - Support Svcs - Health Insurance	\$ 49,000.00	\$ 49,000.00	\$ -	0%

3000240 - Support Svcs - Worker's Comp	\$ 11,500.00	\$ 10,000.00	\$ (1,500.00)	-13%
3000250 - Support Svcs - Wyo Unemploy.	\$ 6,000.00	\$ 6,000.00	\$ -	0%
Total Payroll	\$ 809,420.00	\$ 786,055.00	\$ (23,365.00)	-3%
			\$ -	
			\$ -	
Purchased Services			\$ -	
1110334 - Field Trips	\$ 5,000.00	\$ 6,000.00	\$ 1,000.00	20%
2112310 - Student Counseling Services	\$ 29,728.00	\$ 30,322.00	\$ 594.00	2%
2210312 - Montessori Consultants	\$ -	\$ -	\$ -	
2213300 - Professional Development	\$ -	\$ 2,400.00	\$ 2,400.00	
2213303 - MECR Training - Prof Development	\$ -	\$ -	\$ -	
3320317 - Board Development/Training			\$ -	
3320318 - Accounting & Auditing Services	\$ 21,000.00	\$ 19,000.00	\$ (2,000.00)	-10%
3320319 - Legal Services	\$ 8,000.00	\$ 3,000.00	\$ (5,000.00)	-63%
3320325 - Equipment Rental & Maint	\$ -	\$ -	\$ -	
3320340 - Telephone/Internet Services	\$ 1,100.00	\$ 1,300.00	\$ 200.00	18%
3320350 - Advertising/Recruit/PR/Market	\$ 500.00	\$ 500.00	\$ -	0%
3320360 - Printing/Binding Services	\$ 150.00	\$ 100.00	\$ (50.00)	-33%
3420322 - Custodial Services	\$ -	\$ -	\$ -	
3420323 - Repairs & Maintenance	\$ 100.00	\$ -	\$ (100.00)	-100%
3420380 - Insurance - Liability/Property	\$ 8,560.43	\$ 8,560.43	\$ -	0%
3850323 - Technology Maintenance	\$ 5,000.00	\$ 4,500.00	\$ (500.00)	-10%
Total Purchased Services	\$ 79,138.43	\$ 75,682.43	\$ (3,456.00)	-4%
Supplies & Materials			\$ -	
1110410 - Supplies - Classroom	\$ 3,000.00	\$ 3,000.00	\$ -	0%
1110414 - Supplies - Academic Testing			\$ -	
1110415 - Montessori Materials - Kinder	\$ 100.00	\$ -	\$ (100.00)	-100%
1110416 - Montessori Mat - Lower Elem	\$ 200.00	\$ 600.00	\$ 400.00	200%
1110417 - Montessori Materials - Upper	\$ 1,484.50	\$ -	\$ (1,484.50)	-100%
1110420 - Books - Classroom	\$ -		\$ -	
1113410 - Supplies - Specials	\$ 300.00		\$ (300.00)	-100%
1113415 - Materials - Specials	\$ 3,600.00		\$ (3,600.00)	-100%
1113420 - Books - Specials	\$ -		\$ -	
1115500 - Equip/Materials-Playground	\$ -		\$ -	
1260410 - Supplies - Title I	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	100%
1410490 - Student Council	\$ 100.00	\$ 150.00	\$ 50.00	50%
2134410 - Supplies - Nurse	\$ 75.00	\$ 75.00	\$ -	0%
3320410 - Supplies - Office	\$ 1,000.00	\$ 1,700.00	\$ 700.00	70%
3320414 - Supplies - General	\$ 2,500.00	\$ 2,000.00	\$ (500.00)	-20%
3320418 - Postage/Shipping	\$ 300.00	\$ 200.00	\$ (100.00)	-33%
3320491 - PTO Expense	\$ 1,500.00	\$ -	\$ (1,500.00)	-100%
3320492 - Fundraising Expense	\$ 250.00	\$ 500.00	\$ 250.00	100%
3420451 - Natural Gas	\$ -	\$ -	\$ -	
3420452 - Electricity	\$ -	\$ -	\$ -	
3420457 - Water/Sewer/Garbage/Mosquito	\$ -	\$ -	\$ -	
4300490 - Garden	\$ -	\$ -	\$ -	
Total Supplies & Materials	\$ 15,409.50	\$ 10,225.00	\$ (5,184.50)	-34%
Other			\$ -	

3320640 - Dues & Fees	\$ 2,050.00	\$ 2,300.00	\$ 250.00	12%
3320641 - PTSB/Background Cks	\$ 200.00	\$ 400.00	\$ 200.00	100%
3320791 - Director's Fund	\$ 750.00	\$ 1,000.00	\$ 250.00	33%
4100460 - Breakfast, Snack & Lunch Assist	\$ 3,500.00	\$ 2,000.00	\$ (1,500.00)	-43%
Total Other	\$ 6,500.00	\$ 5,700.00	\$ (800.00)	-12%
			\$ -	
Total Expenses	\$ 1,198,097.35	\$ 1,161,873.35	\$ (36,224.00)	-3%
			\$ -	
Change in Net Assets	\$ 385.85	\$ 126.85	\$ (259.00)	6%



Laramie Montessori Charter School

608 South 4th Street, Laramie, Wyoming 82070

Phone: 307-742-9964

Fax: 307-742-2858

"Imagination does not become great until human beings, given the courage & strength, use it to create."

Maria Montessori

May 2021 Board Report

Enrollment Summary (as of 5/24/2021)

- Kindergarten 13 students (13 in-person / 0 virtual)
- Lower Elementary 27 students (26 in-person / 1 virtual)
 - 1st Grade 12
 - 2nd Grade 9
 - 3rd Grade 6
- Upper Elementary 23 students (22 in-person / 1 virtual)
 - 4th Grade 8
 - 5th Grade 10
 - 6th Grade 5

Total Students 63 students (61 in-person / 2 virtual)

Director Goal & Priority List for the 2020-21 School Year

- A. LMCS Student, Teacher & Staff Safety Plan (working document)...made revisions & updates with staff on hall transitions, recess and use of outside areas during the day.
- B. Build multi-tiered plan with staff & board to ensure smooth transition into a change in the school year due to COVID.....hoping this is not needed, but have made virtual plans and have made revisions after working with some parents on plan best for kids, teachers and parents.
- C. Work to ensure students show at least one years growth over the school year...all students have taken their benchmark tests this month, classroom teachers & Title staff are using this data to target areas each individual student are scoring low in to help the student improve in those areas.
- D. Ensure consistent school & director communication with all stakeholders...I work with Bronwyn to send out a weekly school news update to parents around Thursday or each week. I also send out a Director's Update each month during the first week of the month.
- E. Grow Student Enrollment count up to start of the 2021-22 school year...As of mid-April, we are up 19 students. This number could still fluctuate but is a great improvement over this school year.
- F. Fulfill requirements for LMCS to become a Full Title School...application accepted by the state WDE and will now work this year to fulfill all the requirements of the application. If accepted as School wide title, would start the 2021-22 school year.
- G. Retention of & Training for all highly qualified staff...Our Staff Development Day on Monday, November 23rd will include multiple trainings for technology and Montessori teaching methods.
- H. Work with Board to secure permanent space for LMCS in Laramie...A possible first step is an upcoming meeting with the state facilities committee on Friday, January 8th

Laramie Montessori Charter School

2021-2022 School Calendar

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	M	Tu	W	Th	F	Sa
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26	27	28	29	30	31	

January 2022						
Su	M	Tu	W	Th	F	Sa
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
Su	M	Tu	W	Th	F	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					




March 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		




April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30




May 2022						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

-  School Closed
-  Early Release Day
-  Parent Teacher Conferences

-  Staff Development (No School for Students)
-  Last Day for Teachers
-  First and Last Day of School

-  School Office Closed
-  Staff Development Flex Day
-  End of a Quarter

Aug 16-20	Staff Development Flex Days (Staff work 1 of these days)	Jan 17	Professional Development - No School
Aug 23-25	Professional Development - No School	Feb 17	Parent/Teacher Conferences
Aug 26	First Day of School for students	Feb 21	President's Day - No School
Sep 6	Labor Day - No School	Mar 14-18	Spring Break
Sep 27	Professional Development Day - No School	Apr 11	Professional Development - No School
Oct 20-21	Parent/Teacher Conferences till 7:00pm	May 30	Memorial Day - No School
Oct 21-22	No School for Students	Jun 2	Last Day of School for Students
Nov 24-26	Thanksgiving Break	Jun 3	Last Day for Teachers
Dec 20-31	Winter Break		

175 Days - Student Contact Days

185 Days - Teacher Work & P.D. Days

SECOND CHARTER SCHOOL RENEWAL CONTRACT

This Second Charter School Renewal Contract (Renewal Contract) is dated the ____ day of May, 2021, and is made and entered by and between the following parties:

Albany County School District Number One, a body corporate and political subdivision of the State of Wyoming, organized pursuant to Wyoming Statutes §§ 21-3-101 *et seq.*, (School District), and the Laramie Montessori School, Inc., a nonprofit corporation organized pursuant to the Wyoming Nonprofit Corporation Act (LMS or School), both hereinafter referred to as the “Parties.”

I. RECITALS.

- A. The LMS is a Charter School in its tenth year of operation. LMS was first approved by the School District’s Board of Trustees (School Board) under the Charter Schools Act, W.S. § 21-3-101 *et seq.*, on March 1, 2011.
- B. This Renewal Contract represents the second five-year renewal of LMS’s charter for the purpose of authorizing LMS’s continued operation for academic school years 2021-22 through 2026-27, pursuant to W.S. § 21-3-309(a).

LMS’s Second Renewal Application, dated March 31, 2021, serves as the basis for this Renewal Contract and is incorporated by reference herein.

II. AGREEMENT.

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

1.00 Approval and Accountability.

1.01 Approval. The School Board hereby approves LMS’s charter school renewal application for an additional five (5) year term, authorizing LMS to operate for School Years 2021-22 through 2026-27, pursuant to the terms and conditions set forth in this Renewal Contract.

1.02 Accountability. The School shall remain a public school within the School District and subject to all District School Board-approved policies and regulations unless specifically waived in writing by the District School Board. The School will continue to participate in the School District’s accountability process in accordance with District School Board policy. All records established and maintained in accordance with the provisions of this Contract, District School Board policy, and federal and state law shall be open to inspection by the School District.

1.03 Public Records and Board Access to Records. The School shall follow the requirements of Wyoming’s Administrative Procedure Act (W.S. § 16-3-101 *et seq.*) and Public Records Act (W.S. § 16-4-201 *et seq.*) in the manner in which those laws would apply to the School Board. All records established and maintained in accordance with the provisions of this Renewal

Contract, School Board policy, and federal and state law shall be open to inspection by the School District.

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

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

“Board of Trustees” means the duly elected Board of Trustees and governing body of LMS that is responsible for administering and governing LMS.

“Charter” means the most current authorization granting Laramie Montessori School the authority to operate a charter school that is the Second Renewal Contract to be executed by the District and LMS.

“Charter School” means the school to be operated by LMS pursuant to this Second Renewal Contract. By law, LMS is a public school and operates as a governmental entity pursuant to W.S. § 21-3-305(e).

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

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

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

“Renewal Application” means the Second Charter Renewal Application, dated March 31, 2021, on which this Renewal Contract is based.

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

“School” or “LMS” means Laramie Montessori School, Inc., a nonprofit corporation organized pursuant to the Wyoming Nonprofit Corporation Act.

“School Board” or “LMS Board” means the duly elected Board of Trustees of Laramie Montessori School, Inc.

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

2.00 Mission Statement.

2.01 Approval. The Mission Statement set forth in Part III of the Renewal Application is hereby approved and accepted by the School District to the extent it is consistent with the principles of the declared purposes for enacting the Charter School Act, as set forth at W.S. § 21-3-301.

3.00 Description of Educational Program.

3.01 Approval. The educational program set forth in Part III of the Renewal Application is hereby approved and accepted by the School District.

3.02 Waiver of Curriculum Requirements. The School District shall waive its curricular requirements, to the extent permitted by state law, but subject to the implementation by the School of its instructional programs as outlined in its Renewal Application. To the extent necessary to give effect to the foregoing, the School District shall waive any requirement that curriculum and instructional materials be approved by the School District prior to implementation by the School, provided that such curriculum and materials meet or exceed content standards adopted by the School District, and are consistent with or contemplated by the Renewal Application. Any changes to the curriculum not within the Montessori framework must be approved by the School District. This waiver is based upon the following:

3.02.a. The School shall have the authority for and responsibility of implementing its educational program, subject to the requirements of this Renewal Contract, in a manner consistent with state law, including, without limitation, requirements regarding state standards.

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

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

3.02.d. The School shall maintain a process for resolving public complaints regarding instructional materials, which provides an opportunity to be heard and an appeal process similar to current School District policies and procedures, except that the final administrative appeal shall be heard by the LMS Board of Trustees.

3.02.e. The School shall conform its curriculum to current and future standards and current and future Rules and Regulations of the Wyoming Department of Education and applicable state and federal law unless a waiver from said legal requirements is requested by LMS and approved by the School District.

3.03 Nonreligious, Nonsectarian Status; Non-Discrimination. The educational program of the School shall remain nonreligious, nonsectarian, and shall not discriminate against any student on the basis of race, creed, color, sex, sexual orientation, national origin, religion, ancestry, disability, need for special education services, or any other basis protected by federal, state, or local law.

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

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

4.00 Measurable Pupil Outcomes & Assessments.

4.01 Approval. The pupil performance standards and assessment set forth in Part IV of the Renewal Application are hereby approved and accepted by the School District subject to the requirements set forth below.

4.02 Performance Assessment. LMS shall assess student performance in a manner that satisfies current State requirements. The School shall cooperate with School District administrators to coordinate testing with the School District's assessment requirements. Baseline data for evaluating student performance shall not be limited to the School's testing and shall include all assessments included in the School District's Comprehensive Assessment Plan.

4.03 Evaluation of Pupil Performance: The District School Board approves the School's methods for evaluating pupil performance, as set forth in Part IV of the Renewal Application, subject to the requirements contained in this Renewal Contract, including compliance with School District policies and state and federal laws, rules and regulations for academic performance, accountability, Adequate Yearly Progress, accreditation and subject to the requirements below and otherwise set forth in this Renewal Contract unless specifically requested by LMS and approved by the School District via waiver.

4.04 Record Keeping. LMS shall comply with all record keeping requirements of federal and/or state law and shall provide any reports, as necessary, to meet the School District's reporting obligations to the Wyoming Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary

actions, attendance, and standardized test results and documentation required under federal and state law regarding education of students with disabilities.

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

4.05 Individualized Education Programs. Students with Individualized Education Programs (IEPs) will not be exempted from School District standards. The School, with the School District's aid, will provide reasonable accommodations and modifications regarding the manner in which students with IEPs are taught and assessed.

4.06 Education of Students with Disabilities. The School shall comply with all District School Board-approved policies and regulations and requirements of federal and state law concerning the education of children with disabilities.

4.06.a. The School District shall, through its case manager, direct and oversee the development and/or modification of any IEP for special education students of the School. The School District shall coordinate the scheduling of IEP meetings with School. The School District's Director of Special Services, or designee, shall maintain the same administrative responsibilities and authority in the School as in all other School District schools for purposes of special education programs and services. The School District shall provide the School with the same level of special education services necessitated by students with IEPs in the School. If student needs are such that they could best be served through a specialized instructional program at an alternate District school, then the IEP team should consider this option.

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

4.06.c. The School District may identify from time to time changes to the educational program of the School that (a) are necessary to comply with applicable state or federal law for educating students with disabilities; or (b) are determined to provide reasonable cost savings or other recognizable benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the School District shall have the right to require any such changes that are necessary to comply with state or federal law and shall have the right to request other changes on behalf of students with disabilities, while recognizing that the ultimate placement decision regarding which school a disabled student attends remains with the student's IEP team.

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

4.07 Academic Goals for the School. The School's goals set forth in Appendix H to the Renewal Application are accepted and hereby approved by the School District. If it fails to achieve its

goals according to state law and in the School Improvement Plan contained in Appendix H to its Renewal Application, LMS will participate in the remediation program described in the Wyoming Accountability in Education Act. Failure of LMS to achieve the foregoing goals after completing the remediation program described in the Wyoming Accountability in Education Act may be considered a basis for revoking or refusing to renew the Charter School under W.S. § 21-3-309(c).

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

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

4.10 Assessment of Montessori Curriculum. The School shall adopt and implement the Accountability Plan set forth in the Renewal Application.

5.00 Governance.

5.01 Approval. The provisions for governance and operations of the School set forth in Part V of the Renewal Application and Appendix J thereto, are hereby approved and accepted by the School District subject to the requirements set forth below.

5.02 Elections. Governance procedures shall continue to provide for democratic election of Governing Board members. The School's Nominating Committee shall nominate a sufficient number of Community members to insure that there is at least one Community member at all times.

5.03 Non-religious, Non-sectarian Status. The School shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any nonpublic sectarian school or religious organization.

5.04 Commitment to Nondiscrimination. The School shall comply with all applicable federal, state, and local laws, rules and regulations, and constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, sex, sexual orientation, national origin, religion, or ancestry.

5.05 Waivers of School District Policies. LMS and the School District shall follow the procedures set forth in W.S. § 21-3-305 regarding waivers.

5.05.a. LMS shall comply with all District School Board approved policies and regulations set forth in the ACSD#1 Policies as now in existence and as they may be amended in the future, provided that, to the greatest extent consistent with Wyoming law and School District policy, all references in ACSD#1 Policies to the District School Board shall be interpreted to

mean the LMS Board of Trustees and all references to Superintendent shall be interpreted to mean the LMS Director. Further, all ACSD#1 Policies shall be interpreted, to the greatest extent practical, to reflect the governance structure of LMS.

5.05.b. Notwithstanding paragraph 5.05.a. above, the following waivers of School District Policies have been previously approved and shall continue in effect throughout the term of this Renewal Contract:

5.05.b.i. The School has been granted a waiver from the School District's attendance policy, so long as the School policy is in compliance with Wyoming's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

5.05.b.ii. The School has been granted a waiver from the District's written policies concerning student conduct and dress code. The School has been granted a waiver from the District's discipline policies and has adopted its own set of written policies regarding student discipline for those disciplinary matters that can be handled internally by the classroom teacher, as set forth in the LMS Behavior Plan, contained in Appendix L to the Renewal Application.

5.05.b.iii. The School has been granted a waiver from the School District's school calendar, so long as the instructional program complies with state law regarding minimum pupil-teacher contact hours and number of days in operation.

5.05.b.iv. The School may accept any student within Albany County and has been granted a waiver from the School District attendance centers.

5.05.b.v. The School has been granted a waiver for its own policies regarding pesticide application and commercial advertising on school grounds.

5.06 Open Meetings Law. The LMS Board of Trustees shall comply with Wyoming's Public Meetings Laws, W.S. §§ 16-4-401 *et seq.*

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

5.08 Notice of School District Policies. The District School Board shall give the School notice of the adoption, amendment or repeal of all policies that apply to the School, and to provide the School with the reasonable opportunity to submit data, views or arguments regarding any such proposed policy.

5.09 Notice of School Policies. The School shall furnish to the District School Board notice of the proposed adoption, amendment or repeal of all written policies it may adopt with respect to any matter relating to its operations and educational program prior to adoption of such policies

by the LMS Board of Trustees. If LMS does not receive notice of the School District's objections within forty-five (45) days after submitting the policy or procedure to the School District, the policy or procedure shall be deemed accepted by the School District. All LMS policies and procedures shall conform to any applicable state and federal laws, unless a waiver has been obtained.

5.10 Conflict of Interest. Members of the LMS Board of Trustees shall comply with LMS by-laws and policies, and state and federal law, regarding conflicts of interest.

6.00 Employee Relations.

6.01 Approval. The Human Resource policies set forth in Part V, Subsection II of the Renewal Application are hereby approved and accepted by the School District. LMS need not request a waiver to amend its personnel policies at this time.

6.02 Employment Matters. The policies and procedures set forth the Renewal Application concerning employment matters, including employee relationships, job descriptions, and terms and conditions of employment, are hereby approved and accepted by the School District. However, LMS will submit all proposed employee handbooks, guidelines, etc., to the School District for compliance review with all federal, state and local laws, rules and regulations which, after review and an opportunity to comment by the School District, shall supersede any contrary requirements of the District School Board, to the extent permitted by law, and subject to the following requirements in addition to all other provisions of this Renewal Contract.

6.02.a. The School may select its personnel directly without prior authorization from the District School Board, subject to compliance with all federal and state laws and rules and regulations, including, without limitation, requirements concerning the recruitment of applicants, any required certification/licensing and the use of background and criminal checks, unless a specific waiver is obtained from the State Board or other proper authority.

6.02.b. The School shall adopt personnel policies for its teachers that take guidance from ACSD#1 Policies and that can be adapted to match the governance structure and legal obligations of the School. Employment contracts, will expressly 1) acknowledge that employee is not an Albany County School District One employee; 2) state that in no event shall the School District owe any responsibility to the employee except as may be provided by the School District's Charter School Leave Policy, subject to amendment; 3) covenant the employee to hold the School District harmless; and 4) state that the right of the employee to continued employment is dependent on future funding of LMS.

6.03 Supervision and Responsibility. The School shall follow the policies and procedures set forth in its Renewal Application regarding supervising and evaluating its School Director, teaching staff and other employees. The LMS School Director shall be responsible for evaluating employees holding licensure pursuant to all requirements established by the School District, the State Board of Education, the Wyoming Department of Education and as otherwise required by Wyoming law. Evaluation programs for each employee group required to hold licensure shall comply with all statutory and regulatory requirements. All classified employees shall be

evaluated at least annually. The LMS Board of Trustees shall be responsible for evaluating the LMS Director. Written results of employee evaluations shall be maintained in compliance with state law.

6.04 Employee Training and Compensation. The School shall maintain Montessori accreditation throughout the term of this Agreement. The School will make regular progress toward Montessori certification of all teachers at the level of twenty-four (24) hours per year, which should enable teachers to achieve Montessori certification in approximately three years. LMS shall provide updates on the Montessori training of its teachers and staff as part of its annual report to the District. No person shall teach or supervise at the School and receive compensation for such services, who at the time of rendering such services is not a holder of or a candidate and qualified for a certificate or permit issued under state laws and rules and regulations of the Wyoming Professional Teaching Standards Board (PTSB).

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

6.06 Payroll. The School shall be responsible for administering its own payroll.

6.07 Benefits. The School shall be responsible for administering any and all benefit programs for its employees.

6.08 Employee Welfare and Safety. The School shall continue to comply with all School District policies and applicable federal and state laws concerning employee welfare, safety, and health issues, including, without limitation, federal law requirements for a drug-free workplace, unless any such policies, laws or requirements are waived by the appropriate governmental authority.

6.09 Employee Records. The School shall comply with all District School Board-approved policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of employee records. All School personnel records, information and updates including but not limited to applications, licensure, transcripts, salary information and personal information (such as birthdates, social security numbers, race, etc...) will be provided to the School District Personnel Office at regular intervals and as reasonably requested from time to time. In the event the School ceases to operate, all employee records will be transferred promptly to the School District.

6.10 School District Teachers/Administrators. Current teachers and administrators of the School District who are hired by the School are eligible for an unpaid leave of absence from their employment with the School District, consistent with state law and District School Board policy. In accordance with statute and policy, the total leaves of absence from employment with the School District shall not exceed three (3) years.

As required by ACSD#1 Policy 5033, the Charter School Leave Policy shall be included as a term of the Charter contract, to-wit:

Charter School Leave. If a teacher who is employed in one of the District’s non-charter schools accepts employment with an Albany County School District charter school for a year in which the employee would be employed by the District, the teacher shall apply for, and will be granted, a one-year “Charter School” leave-of-absence from the District for the first year the teacher is employed by the charter school. Charter School leave shall commence on the first day of services for the charter school.

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

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

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

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

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

6.11 PTSB Requirements. The LMS Director, teachers, part-time teachers and other employees at LMS who require certification under W.S. § 21-2-802 or as otherwise required shall be certified accordingly by the PTSB or shall have obtained a provisional certification to teach from PTSB , or shall be certified by the appropriate licensing authority. All certifications must remain current.

7.00 Health & Safety.

7.01 Approval. The policies regarding Health and Safety for Students and Staff, set forth in Part V, Subsection V of the Renewal Application, are hereby approved and accepted by the School District, subject to the requirements set forth below.

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

8.00 Admissions Requirement.

8.01 Approval. The Admission and Enrollment policies, set forth in Part VII of the Renewal Application, are hereby approved and accepted by the School District, subject to the requirements set forth below.

8.02 Open Enrollment. LMS shall follow the enrollment policies set forth in Part VI of the Renewal Application. Admissions to LMS shall not be determined solely on academic abilities or achievements, including minimum test scores or intelligence quotient scores. W.S. § 21-3-304(p).

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

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

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

9.01 Approval. The Financial Information and projected 2021-22 budget, set forth in Part VIII and Appendix E to the Renewal Application, are accepted and hereby approved by the District School Board subject to the requirements set forth below.

9.02 Funding. The School District shall pass through state funding to the School in accordance with W.S. §§ 21-3-309 and -314. The amount of LMS's school foundation funding for each school year shall be based on LMS's Average Daily Membership (ADM), as calculated in accordance with state law and regulations, in the same manner as the data is calculated for the School District. The School District shall then use the resulting ADM to generate the school-level model generated resources directly attributable to the School in the Wyoming Department of Education's school foundation program model. So long as this Renewal Contract remains in effect, this funding will be made available to the School in installments consistent with the receipt of funds by the School District from the State of Wyoming, commencing on the first statutory payment date following execution of this Renewal Contract.

9.02.a. For newly added grades at the School, installments paid after October 1 shall be based on the School's October 1 enrollment count, or as otherwise provided by state or federal law.

9.02.b. The School District will be responsible for special education expenditures for LMS's students identified under the federal Individuals with Disabilities Education Act (IDEA), to the extent state and federal funding is provided. The School District shall serve children with disabilities attending the School in the same manner the School District serves children with disabilities in its other schools, including supplementary and related services on site at the School to the same extent to which the School District has a policy or practice of providing such services on the site to its other public schools.

The School District and the School shall allocate costs of such special education students in accordance with the following:

9.02.b.1. The School District shall be entitled to retain revenues received by the School District that are reasonably attributable to the education of special education students in the School District or the School, including, without limitation, the proportionate share of state and federal resources generated by the School's students with disabilities, or the staff serving them (but excluding any such funds obtained by the School through private grant or gift).

9.02.b.2. The School District shall allocate IDEA Part B funds for the benefit of the School on the same basis and at the same time as it allocates funds for the benefit of the School District's other schools, including a proportional distribution based on relative enrollment of children with disabilities and in a manner consistent with the Wyoming charter school laws, W.S. §21-3-301 to W.S. §21-3-314.

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

9.02.b.4. Provided that the School reasonably complies with, and follows the IEP of all students identified under IDEA, the School District shall be responsible for 100 percent of the total costs (the "excess IEP cost") incurred annually to deliver the education described in the School's students' IEP over and above the costs incurred by the School in connection with the regular education program as described above, including, without limitation, costs of special education and related services, including transportation, where identified as a related service on a student's IEP; costs of providing special equipment and materials necessary to assist the special education student; and legal expenses incurred by the School District for its attorney in connection with staffing and special education due-process hearings. The School will assure that School District personnel, as appropriate, will participate in the development of all IEPs.

In the event the state or federal government alters the manner in which special education is funded during the term of this Renewal Contract, the Parties agree to renegotiate this provision of the Renewal Contract in a timely manner, if necessary.

9.02.b.5. The School District shall have complete responsibility and authority to deliver the services required in connection with the excess IEP cost, and the School shall cooperate fully with the School District in delivery of these services. The School and the School District shall cooperate in good faith to determine which of the services required by the IEP should be delivered through regular education personnel and services provided by the School and which services should be provided by the School District. In making this determination, the School District and School shall consider the best interests of the child, the most appropriate timing for the delivery of said services within the school day and the most efficacious means of delivering the services. In the case of a dispute between the School District and the School, the School District shall make the final decision regarding the delivery of special education services.

9.02.b.6. Special education teachers, special education paraprofessionals and related service providers, as defined by law, including school psychologists, speech/language specialists, occupational/physical therapists, and social workers will be hired by the School District and, with input from the School, assigned to the School in the same manner that is used for all schools within the School District. The School District shall include the School's Director or the Director's designee in the interview process of potential School District employees who are expected to provide services at the School.

9.02.b.7. A student with a disability who resides in another school district and who requires special education services will be enrolled in the School only if the student's IEP team determines that the student's special education needs can be appropriately addressed with the programs and services available at the School.

9.03 Budget. The School's projected budget for academic year 2021-22, as set forth in Appendix E to the Renewal Application is accepted and approved by the School District. For all subsequent budgets, the School shall submit to the District School Board its proposed budget for such school year for approval on or before May 1 for the following school year. All budgets shall be prepared in accordance with the Wyoming School Budgeting, Accounting and Reporting Manual. No later than May 15, the School District shall provide to LMS a written itemization of the School's estimated ADM payments for the following school year.

9.04 Annual Audit and Review. The School shall maintain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time. On an annual basis, the School shall engage and participate in an independent, outside audit of its financial and administrative operations by a certified public accountant. The School shall submit the results of the audit to the School District upon completion for inclusion in the School District's audit. The cost of the School's audit shall be borne by the School. The results of the audit shall become a component unit of the School District and displayed separately with the report.

9.05 Overall Preliminary Budget. Nothing contained in this Renewal Contract, the Renewal Application, or the School's projected 2021-22 budget shall be construed as requiring the School to meet its budget projections for any specific line item. Rather, the Parties acknowledge that the School is only required to meet its overall budget and that there is no requirement that individual line items of the budget be met, except to the extent that meeting any such individual line item may be required by statute or applicable regulation which has not otherwise been waived by the appropriate authority.

9.06 Contingency Reserves. The School shall be required to maintain a separate contingency cash reserve of up to five percent (5%) of its annual budgeted expenditures, or such other amount as the parties may agree from time to time.

9.07 Indigent and Homeless Students. The School shall waive all fees for indigent students in accordance with School District Board policy and applicable state and federal law. The School shall comply with the McKinney-Vento Homeless Act, 42 U.S.C. § 11431 et seq., in working with students at the School who meet the Act's definition of "Homeless." The School shall cooperate with the School District to distribute the free and reduced lunch eligibility surveys to the School's student population.

9.08 Hot Lunch Program. The School District shall provide hot lunch for LMS students. So long as there is no State reimbursement for school lunch, LMS shall reimburse the District as provided in this section. This subsidy amount is in addition to any payments made by parents for students' meals that are collected through the central kitchen and credited to the students' accounts on PowerSchool.

Contribution for lunches shall be adjusted based upon the District's prior fiscal year audited deficit divided by the number of prior fiscal year reimbursable breakfasts and lunches served. The calculation for the following year's contribution shall be provided to LMS along with the budget estimate each year in May. This contribution is in addition to any payments

made by parents for students' meals that are collected through the central kitchen and credited to the students' accounts on PowerSchool.

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

9.10 Debt. Any debt created by the School is not a debt of the School District. The School shall not enter into any agreement that gives rise to multiple-fiscal year direct or indirect debt or other financial obligation whatsoever on the part of the School without the prior express written consent of the School District. The School shall indemnify and hold harmless the School District from and against, and to reimburse the School District with respect to, any and all loss, damage, liability, cost and expense, including reasonable attorneys' fees, incurred by School District by reason of or arising out of or in connection with any claim made by a creditor of the School against the School District.

9.11 Financial Reporting. Following the School's Board of Trustees' approval of its monthly financial reports, LMS shall provide a copy of said monthly financial reports to the School District.

9.11.a. The School will provide to the School District a financial report for the School for each month of operation not later than the fifth day of the following month.

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

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

10.00 Suspension & Expulsion Policy.

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

10.02 Appeals to the LMS Board of Trustees. All suspension and expulsion proceedings of LMS students, including an identified child with a disability or a child with a Part 504 handicap, will adhere to current School District policy, but will be administered by the School's Director, provided the student is afforded an opportunity for a hearing as provided in law. The decision of the Director is subject to administrative review and decision by the LMS Board of Trustees. Any right of review to the LMS Board of Trustees shall be as provided by law.

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

11.0 Evidence of Need and Support.

11.01 Approval. The evidence of need and community support for the School, as set forth in Part I, Subsections I and II of the Renewal Application, are hereby specifically found, approved and accepted by the District.

12.0 Legal Liability and Insurance Coverage.

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

12.02 Insurance. During the term of this Renewal Contract, the School shall maintain insurance coverage equivalent to the coverage purchased by the School District itself. The School District must approve insurance contracts and be named as "Additional Insured" on such contracts. Additionally, LMS will be named as an additional insured on the School District policy. The School shall provide the District a copy of all applicable policies upon request.

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

12.04 Compromise & Settlement. The School shall not compromise, settle, negotiate, or otherwise affect any disposition of potential claims asserted against it before providing notice to the School District of said potential claims and the opportunity to comment.

12.05 Legal Liability and Indemnification. The School will be fully responsible for the legal liabilities of the School and its employees. The School District shall have no legal liability for the operation of the School that has no connection to or involvement by School District personnel. The School District has no obligation to pay or reimburse the School for legal fees, judgments, orders, settlement or other costs or expenses related to any litigation threatened or actual, or administrative proceeding in which the School may be involved, unless otherwise ordered by a court or other legal authority.

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

13.00 Transportation.

13.01 Approval. The Transportation Statement set forth in Part IX of the Renewal Application is hereby approved and accepted by the School District subject to the requirements set forth below.

13.02 Transportation. The School District shall provide transportation services during the term of this Renewal Contract to include one bus route with centralized pick up locations to aid all students within the District who attend the School. The School will supply the District with addresses of students enrolling at the School in a timely manner that allows the District to plan for transportation of LMS students. So long as transportation costs to the District are 100% reimbursable by the State, the School will not be responsible for any transportation costs. To the extent the manner in which transportation is funded is altered under state or federal law during the term of this Renewal Contract, the parties agree to amend the Transportation Statement to account for said changes, if necessary.

13.03 Equitable Access. The School shall provide equitable access to its program and shall arrange for the reasonable transportation of students having difficulty with transportation.

14.00 Procurement Policies and Contracts.

14.01 Approval. The Procurement Policies set forth in Part V, Subsection VI and Appendix F (Fiscal Policies and Procedures Manual) of the Renewal Application are hereby approved and accepted by the School District subject to the requirements set forth below.

14.02 Faith and Credit. The School shall not extend the faith and credit of the School District to any third person or entity. The School has no authority to enter into a contract that would bind the School District and, except as provided in this Renewal Contract, the School’s authority to contract is limited by the same provisions in law or ACSD#1 Board policy that apply to the School District itself. The School also is limited in its authority to contract by the amount of funds obtained from the State, as provided hereunder, plus any funds received by the School

from other lawful sources. The Board of Trustees has the authority to approve contracts to which the School is a party, subject to the requirements and limitations of the Wyoming Constitution, state law, ACSD#1 Board-approved policies (including bid limits), and the provisions of this Renewal Contract.

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

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

14.04 Contract Language Protecting the School District. Any and all contracts executed by or on behalf of the School shall include the following language:

The undersigned understands and agrees that this contract is solely with Laramie Montessori School, Inc., a Wyoming nonprofit corporation and that it is not with Albany County School District Number One. The undersigned shall not seek to enforce this agreement against Albany County School District Number One. The undersigned shall not to sue Albany County School District Number One as a result of entering into this Contract.

15.00 Facilities Plan.

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

16.00 General Provisions.

16.01 Term. This Renewal Contract is effective as of the date first written above for a period of five (5) school years, and will terminate on July 31 following the fifth year of the renewal of the School's operation. The Charter may continue to be renewed in accordance with the Charter School Act by written agreement of the Parties. Although this Renewal Contract is for operation of the School as a charter school in the School District for a period of five (5) years, any financial commitment on the part of the School District contained in this Renewal Contract is subject to annual appropriation by the State of Wyoming, and the School District has no obligation to fund the financial obligations under this Renewal Contract other than for the current year of the contract term, and/or out of the revenues received for the School's students. Nor has the School District irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Renewal Contract.

16.02 Termination. This Renewal Contract may only be terminated, and the Charter revoked by the District School Board, for the grounds provided by state law, W.S. § 21-3-309(c), and/or for any material breach of this Renewal Contract on forty five (45) days' advance written notice being given to the School as provided in Part 16.03 below.

16.03 Notice of Breach. The District School Board shall give the School prior written notice of any alleged statutory or other material breach of this Renewal Contract and of the requirements for correction of same, and shall provide the School forty-five (45) days in which to remedy or cure such breach or reach an agreement with the District School Board for a plan to remedy or cure such breach. At any time during the forty-five day (45) day cure period, either party may demand mediation as provided in Part 16.10.b below. Any such mediation request shall stay the forty-five day cure period up to forty-five (45) additional days until mediation is completed, but in no event shall the total time to mediate and cure any default exceed a total of ninety (90) days, unless otherwise agreed to in writing by the parties. If such breach has not been corrected within the time period specified by the District School Board in the notice of breach (but in no event less than forty five (45) days provided in the notice of potential termination of the Renewal Contract), or resolved through mediation, the District School Board may terminate this Renewal Contract and revoke the Charter. Any such action by the District School Board that terminates this Renewal Contract and revokes the Charter shall be considered agency administrative action under W.S. § 16-3-114(a). Should the School choose to terminate this Renewal Contract and revoke its charter before the end of the contract term, it may do so with the District School Board's approval, at any time, on sixty (60) days' advance written notice.

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

16.05 Return of Property. In the event of termination or dissolution, all property purchased in whole or in part with public funds, including, but not limited to, real property, shall be returned to and shall remain the property of the School District. All assets loaned to the School will be returned to the lenders. Remaining assets shall be used to satisfy any remaining outstanding LMS liabilities. Any and all other assets shall be distributed consistent with public or private grant contracts to the School District.

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

16.07 Amendment. This Renewal Contract may only be modified or amended by written agreement executed by the Parties hereto.

16.08 Notice. Any notice required, or permitted, under this Renewal Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the LMS Director's office and to its then legal counsel, in case of notice being sent to the School, 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.

16.09 No Waiver. No assent, express or implied, to any breach by either party hereto of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

16.10 Dispute Resolution. Resolution of disputes and/or mediation shall, unless agreed otherwise in writing, proceed as follows:

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

16.10.b. If mediation is demanded under paragraph 16.03 or this paragraph 16.10, the Parties by agreement may select the person to serve as the mediator. If the Parties are unable to agree, they may advise the District Court, Second Judicial District, Albany County Wyoming of their recommendations, and the Court shall then appoint a person to serve as the mediator. Any such mediation may be conducted in accordance with procedures prescribed by the person conducting the mediation and shall be confidential as provided by W.S. § 1-43-101, *et seq.* Unless the parties otherwise agree, each party shall equally share the cost of the mediator but shall otherwise bear their own costs and fees associated with mediation, to include attorney's fees.

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

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

16.13 Rules of Construction. This Renewal Contract shall be interpreted, whenever possible, as complementing, rather than overriding, the terms and provisions of the Renewal Application. However, to the extent of any inconsistencies, this Renewal Contract shall be controlling. The Renewal Contract shall also, to the extent possible, be interpreted as consistent with the provisions of the Wyoming Constitution and the Charter School Act. This Renewal Contract shall also be interpreted to conform to any changes in existing law and law, whether state or federal, shall prevail in the event of any conflict herein.

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

16.15 Third-Party Beneficiary. No third-party, whether a constituent of the School District, or otherwise, may enforce, or rely on any obligation of, or exercise any right of, the School District or of the School under this Renewal Contract. This Renewal Contract does not intend to create rights in favor of any third-party beneficiary.

16.16 Compliance with Administrative Procedures. The LMS Board of Trustees shall follow and comply with the Wyoming Administrative Procedures Act (WAPA). Any hearings conducted by the School shall be conducted pursuant to the procedures set forth in the WAPA.

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

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

16.19 Indemnification Procedures. When the School is required to indemnify the School District the following procedure shall apply: The School District shall (a) give the School prompt notice of any claim, demand, suit, proceeding or action (“Claim”) by any person against the School District, (b) consult with the School as to the procedure to be followed in defending, settling, or compromising the Claim, (c) not consent to any settlement or compromise of the Claim without the written consent of the School (which consent, unless the School has elected to assume the exclusive defense of such Claim, shall not be unreasonably withheld or delayed), and (d) permit the School, if it so elects, to assume the exclusive defense of such Claim, all at the cost and expense of the School. If the School District shall (i) fail to notify or to consult with the School with respect to any Claim in accordance with subparagraph (a) or (b) above, or (ii) consent to the settlement or compromise of any Claim without having received the written consent of the School (unless, if the School refused to assume the exclusive defense of such Claim, or the consent of the School was unreasonably withheld or delayed), the School shall be relieved of its indemnification obligation with respect to such Claim. If the School shall elect to assume the exclusive defense of any Claim, it shall notify the School District in writing of such election, and the School shall not be liable hereunder for any fees or expenses of the School District’s counsel relating to such Claim after the date of delivery to the School District of such notice of election. In the event of such election, the School District shall cooperate with the School and provide it

with access to all books and records of the School District relevant to the Claim. The School will not compromise or settle any Claim without the written consent of the School District (which consent shall not be unreasonably withheld or delayed). Notwithstanding the foregoing, to the extent required by applicable insurance policies, the Parties shall share or give control thereof to any insurer with respect to such Claim.

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

ALBANY COUNTY SCHOOL DISTRICT NO. 1

Janice Marshall, Chair Board of Trustees

Attest:

Jason Tangeman, Clerk

LARAMIE MONTESSORI SCHOOL, INC.

Jana Heisler-White, Chair, LMS Board of Trustees

Attest:

Ashlee Kupilik, LMS Board Secretary