

**CONTRACT BETWEEN
WYOMING STATE LOAN AND INVESTMENT BOARD
AND
WYOMING CLASSICAL ACADEMY, INC.**

1. **Parties.** The parties to this Contract are the Wyoming State Loan and Investment Board (Board), whose address is: 122 W. 25th St., Ste E200, Cheyenne, Wyoming 82002, and Wyoming Classical Academy, Inc. (Charter), whose address is: 420 Second Street, Mills, Wyoming 82644.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Charter shall fulfill the vision and mission set forth in the approved application presented to the Board pursuant to W.S. 21-3-301, *et seq.* and other Wyoming law. Charter's application is incorporated into this Contract and attached as Attachment A. The Charter will operate a public charter school in accordance with applicable state and federal law, even if that law is not specifically referenced in this Contract.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2023 or the Effective Date, whichever is later, through June 30, 2028.

This Contract may be renewed in accordance with Wyoming law and Wyoming Department of Education Chapter 32 rules in effect at the time of renewal.

4. **Responsibilities of Charter.** The Charter agrees to the following:
 - A. **Legal Status.** The Charter shall establish and maintain its status as a Wyoming nonprofit corporation. The Charter shall remain organized as a separate legal entity from the Board for all purposes. As provided in W.S. 21-3-304, the Charter shall operate as a public school in Wyoming under the Board's supervision. The Wyoming Department of Education (WDE) will perform this supervision as the Board's agent and as directed by the Board. The Charter agrees that it is subject to the Wyoming Constitution, all applicable Wyoming laws and regulations (unless waived by the Wyoming Board of Education), and applicable Federal laws and regulations.
 - B. **Nonsectarian Status.** The Charter shall be nonsectarian in all respects including programs, admissions, policies, and employment practices.
 - C. **Wyoming Accountability in Education Act.** The Charter shall comply with W.S. 21-2-204.
 - D. **Oversight Authority and Monitoring.** In accordance with W.S. 21-3-302.1, the Board, as authorizer, delegates monitoring the Charter to the WDE, including evaluating the Charter's progress in achieving the academic goals set forth in Attachment A and as required by W.S. 21-3-305(a)(vi). The WDE may make announced or unannounced visits to the Charter to perform any activity required or

permitted by this Contract. Monitoring shall include the WDE evaluating processes and procedures applicable to Wyoming School Districts under WDE Rules, General Board, Agency, or Commission Rules, Chapter 6, District and School Accreditation. This provision shall not be construed to mean that the Charter will be accredited by any Wyoming state agency, including the Wyoming State Board of Education. The Charter may seek accreditation through a nationally recognized accreditation agency at the Charter's expense. Pursuant to W.S. 21-3-302.1, the WDE shall monitor the Charter to ensure compliance with the terms of this Contract. Monitoring activities include an annual review, and five-year on-site peer review. The WDE and the Charter agree to work collaboratively to meet the monitoring requirements set forth in statute, rule, and as directed by the Board.

- E. Educational Records.** The Charter shall comply with applicable state and federal laws concerning maintenance, retention and disclosure of student records, including but not limited to, the Wyoming Public Records Act, W.S. 16-4-201, *et seq.* and, if applicable, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Charter shall make available to the WDE any records, documents, transcriptions, and facsimiles that the WDE requires as part of its monitoring responsibilities, including but not limited to those dealing with immunization, school schedules, academic performance, Individualized Education Plans, 504 records, provision of a free appropriate public education to students with disabilities, student discipline, attendance, standardized testing, and all records regarding the education of students with disabilities. The Board and WDE shall not have access to 1) documents constituting communications with the Charter's attorney and that are protected by attorney client privilege or work product doctrine, or 2) documents that would otherwise be protected by proper legal authority. Documentation provided by the Charter to the Board or the WDE are subject to applicable state and federal laws regarding inspection and copying. Charter shall retain official documents for the life of the school in compliance with W.S. 21-2-202(a)(xxxiv)(A) through (K); Charter shall maintain electronic backup files.
- F. Grade Levels.** The Charter is authorized to provide comprehensive educational programming for grades Kindergarten through twelfth grade.
- G. Management.** The Charter shall implement and maintain the purpose, mission, and model articulated in Attachment A. The Charter shall establish and maintain a governing board that will oversee the financial, operational, and academic elements of the school. The Charter may enter into a contract for educational management services as detailed in Attachment A. The Charter shall comply with applicable statutes including the Wyoming Public Records Act W.S. 16-4-201, *et seq.* The Governing Board shall hold open meetings pursuant to, and comply with, W.S. 16-4-401, *et seq.*, and maintain current policies and procedures.
- H. Student Recruitment and Enrollment.** The Charter shall comply with all applicable state and federal regulations prohibiting discrimination and shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation and sexual identity), disability, or age in its programs and activities. The Charter shall not determine admission based solely on academic abilities or

achievements, including minimum test scores or intelligence quotient scores. The Charter shall not charge tuition to any student.

- I. **State Assessment.** The Charter shall participate in state standardized testing as required by the Wyoming Accountability in Education Act, W.S. 21-2-204, and all applicable state rules. The Charter shall comply with all assessment protocols and requirements established by the WDE and maintain test security as the WDE directs.
- J. **Community Support.** The Charter shall maintain community involvement and provide ongoing evidence of community involvement.
- K. **Facilities.** The Charter shall operate at the following location: 420 Second Street, Mills, Wyoming 82644. The Charter shall maintain all buildings and facilities in accordance with local health and safety regulations and the Americans with Disabilities Act and any other federal, state, or local law requiring accommodations for people with disabilities. The Charter shall maintain facilities in compliance with standards articulated in W.S. 21-15-115 and any rules or standards promulgated or established by the Wyoming School Facilities Commission. The Charter shall conduct monthly fire or safety drills in accordance with W.S. 35-9-505(b). The Charter shall display flags of the United States of America and the State of Wyoming in, upon, or around its school buildings. The Charter shall store and dispose of toxic chemicals and other hazardous materials in accordance with WDE guidelines established pursuant to W.S. 21-2-202(a)(xxii). The Charter shall fulfill all requirements and duties imposed on school districts by W.S. 35-7-375(a) and (b) when pesticide as defined in W.S. 35-7-354(d) is applied to grounds owned, controlled, or occupied by the Charter. The Charter shall keep an inventory of all furniture and fixtures and provide a copy of its inventory to the Board or the WDE upon request.
- L. **Financial Resources.** Charter agrees to follow all procedures and requirements of the Uniform Fiscal Procedures Act, W.S. 16-4-404 through -125, as though it were a municipality as defined by that Act. The Charter shall conduct an annual audit of all school accounts by an independent certified public accountant selected by the Charter Governing Board.
- M. **Human Resources.** The Charter shall conduct criminal background checks on all employees as well as ensure that all teachers and administrators are licensed by the Wyoming Professional Teaching Standards Board for the grades and subjects they are teaching. The Charter shall evaluate all teachers and administrators annually and in accordance with WDE Rules, General Board, Agency, or Commission Rules, Chapter 29.
- N. **School Calendar.** Charter shall provide at minimum one hundred seventy-five (175) days of pupil-teacher contact time and one hundred eighty-five (185) operational days as defined in WDE Rules, General Board, Agency, or Commission Rules, Chapter 8. Charter may apply to the State Board of Education for a waiver of this requirement under WDE Rules, General Board, Agency, or Commission

Rules, Chapter 22, §4. If that waiver is granted, the Board and Charter agree to amend this Contract accordingly.

Charter agrees to provide at least the minimum pupil-teacher contact hours required by WDE Rules, General Board, Agency, or Commission Rules, Chapter 22, § 3 and as defined by section 2 of that chapter. Charter's school calendar shall ensure that no school is held on legal holidays listed under W.S. 8-4-101(a) except as permitted by W.S. 8-4-101(c).

- O. Transportation and Nutrition.** The Charter assumes full responsibility for pupil transportation and nutrition services for enrolled students to the extent provided in Attachment A.
 - P. Insurance.** Charter shall provide the Board and the WDE adequate assurance of comprehensive insurance coverage (including but not limited to liability, errors and omissions).
 - Q. Revocation and Dissolution.** Breach of any provision in this Contract is material and constitutes grounds for the Board to revoke the Charter. In the event the Charter is revoked, the Charter shall work in collaboration with the WDE and the Board on all winding up activities.
 - R. School Operations.** The Charter shall begin school operations no later than September 5, 2023.
 - S. School Days.** The Charter shall begin conducting school days with students attending no later than September 5, 2023.
- 5. Responsibilities of Board.** The Board agrees to:
- A. Oversight Authority and Monitoring.** In accordance with W.S. 21-3-302.1, the Board, as authorizer, authorizes the WDE as its agent for the purpose of monitoring the Charter and ensuring that the Charter complies with all applicable state and federal laws as well as the terms of this Contract.
- 6. General Provisions.**
- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
 - B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Charter shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Board.
- D. Audit and Access to Records.** The Board and its representatives shall have access to any books, documents, papers, electronic data, and records of the Charter which are pertinent to this Contract. The Charter shall immediately, upon receiving written instruction from the Board or its designee, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Charter which are pertinent to this Contract. The Charter shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Board.
- E. Availability of Funds.** Each payment obligation of the Board or any other State agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Board at the end of the period for which the funds are available. The Board shall notify the Charter at the earliest possible time of a shortage of funds. No penalty shall accrue to the Board or the State of Wyoming in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Board may award supplemental or successor contracts for work related to this Contract (such as monitoring) or may award contracts to other entities for work related to this Contract. The Charter shall cooperate fully with other entities and the Board in all such cases.
- G. Certificate of Good Standing.** The Charter shall provide to the Board a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Charter is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Charter shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Charter shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Entirety of Contract.** This Contract, consisting of twelve (12) pages; and Attachment A, consisting of five hundred one (501) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations,

representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

- J. Ethics.** Charter shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (W.S. 9-13-101, *et seq.*) and any and all ethical standards governing Charter's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** The Charter shall release, indemnify, and hold harmless the State, the Board, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Charter's failure to perform any of Charter's duties and obligations hereunder or in connection with the negligent performance of Charter's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Charter's negligence or other tortious conduct.
- N. Independent Contractor.** The Charter shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee or subdivision of the State of Wyoming except as provided in W.S. 21-3-304(e). Consistent with the express terms of this Contract, the Charter shall be free from control or direction over the details of the performance of services under this Contract. The Charter shall assume sole responsibility for any debts or liabilities that may be incurred by the Charter in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Charter or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Board or to incur any obligation of any kind on behalf of the State of Wyoming or the Board. The Charter agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Charter or the Charter's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The Charter shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (W.S. 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Notice of Sale or Transfer.** The Charter shall provide the Board with notice of any sale, transfer, merger, or consolidation of the assets of the Charter. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Board determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Charter's obligations under this Contract, then the Board may, at its discretion, terminate or renegotiate the Contract.
- R. Ownership and Return of Documents and Information.** Upon termination of this Contract, for any reason, Charter agrees to provide all student education records to the Board via the WDE in a usable format. Transfer by electronic transmission shall be secured. Records transfer by any other means shall be by a parcel service that utilizes tracking numbers.
- S. Patent or Copyright Protection.** The Charter recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Charter or its subcontractors will violate any such restriction. The Charter shall defend and indemnify the Board for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General and approved by the Governor of the State of Wyoming, or his designee, if required by W.S. 9-2-3204(b)(iv).
- U. Insurance Requirements.**
- (i) During the term of this Contract, the Charter shall obtain and maintain, and ensure that the Charter obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Charter or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Charter or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Charter shall provide Certificates of Insurance to the Board or its designee verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Board. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Board may, at the Board’s option, obtain and maintain, at the expense of the Charter, such insurance in the name of the Charter, as the Board may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Charter under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Board reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

V. Insurance Coverage. The Charter shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from another state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Charter shall provide the Board or its designee with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Charter through the Wyoming Department of Workforce Services' workers' compensation program, Charter shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Charter shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Charter shall supply the Board or its designee with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Charter's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence; and
- (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- (vi) Commercial Crime Insurance. Commercial crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000.00 each

occurrence.

(vii) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Charter and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:

- (a) \$2,000,000.00 each occurrence; and
- (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- W. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Charter, that mention or refer to the Board shall not be released without prior written approval from the Board.
- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** The State of Wyoming and Board expressly reserve sovereign immunity by entering into this Contract and the Charter does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- Z. Taxes.** The Charter shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** Unless terminated earlier pursuant to § 4.Q or unless renewed as provided by law, this Contract shall terminate on June 30, 2028.

- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Charter of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

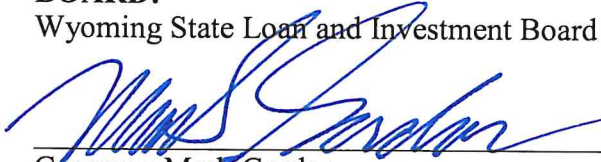
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7. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

BOARD:

Wyoming State Loan and Investment Board



Governor Mark Gordon

24 February 2023
Date



Jennifer E. Scoggin, Secretary-Attest

2/21/2023
Date

CHARTER:

Wyoming Classical Academy, Inc.



Russell L. Donley, Board Chairman

2/10/2023
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #228716

Tyler M. Renner, Senior Assistant Attorney General

Jan. 26, 2023
Date