

PODER Academy Secondary School Agenda
Monday, March 31, 2025
At PODER Academy Secondary School

Attendees: Yara Kling, Anne Redman, Marcos Martinez, Ray, Angelina Williams

Meeting Called to Order at 620PM, prior to this introduction were done

2. Approval of agenda and minutes (6:00 PM – 6:10 PM)
Ray Approved to approve minutes at 625pm
Anne second approval of minutes
3. Public Comment (6:10 PM – 6:20 PM)
No public comment today
4. CEO update (6:20 PM – 6:45 PM)
 - WY Topping is coming in 3 weeks
 - Feeling great about testing and think we are going to score higher this year
 - Attended Charter Growth Conference in Dallas – required with our funding – with all CEOs across the nation – going to start meeting once a month or quarterly as schedules allow to keep engagement
 - Leadership Conference in FL – felt like everybody was trying to sell books/products
 - Finishing tutoring in the next few weeks
 - Clubs will also wrap up in the next few weeks also
 - Parent Teacher Conferences week before Spring Break – went well
 - Fields Trips will start to occur over the following weeks
 - College Campus Tours with guidance counselor will also occur
 - School counselor discussed HOPE scholarship – some students that qualify do not want to go to college or planning on going into the military
 - Maybe our counselor can reach out to AirForce base to come talk
 - Tennis season is starting up – Mr. F took his career into a different direction
 - Good season for Speech and Debate
 - Registration for tournaments is difficult and
 - Transportation communication about parent driving kids
 - Contact information for students/chaperone – not just email addresses – need a phone number
 - WAC went well also – participation is lower due to going to speech and debate
5. Financials oversight and acceptance (6:45 PM – 7:05 PM)
 - Started at 6:30
 - Got a boost for secondary school funding, 80K this year and another sum next year and amount TBD – helped cover the 1 million dollars from legislation and district funding a few years ago
 - Very financially viable

- Things have been going very well
- It is becoming more frustrating with the current accounting firm about receiving documents/financials on time
- Yara – asked about 61K down on teacher salary – related to science teacher leaving at the beginning of the year
- We target to have more than 3 months of funding if the district were to stop paying, we currently have 4.1
- State is under lawsuit by several school districts about being under-funding
- Boost money: middle tier for healthcare currently, looking to use this money to upgrade healthcare insurance
- Spring Break Trips to visit colleges potentially
- School bus / mini-van – lots of training and time, do have contract with district but they can decline our request
- Need to review expense of purchasing vehicles, insurance, and training for driving
- Anne asked about Reimbursement on page 10 – this is from the state – we are always one year behind from transportation costs – we pay then we get reimbursement
- Ray motioned to approve financial at 651pm
- Anne second approval at 651pm

6. Budget oversight and approval (7:05 PM – 7:25 PM)

- Last one for this school year
- Had to adjust health care, special education, advertising – did not know we were getting a grant from Charter Growth at matching 15K – going to be using to help with digital advertising
- 7% contingency budget – does not include carry over
- Uniforms – are they getting new ones? No, different vendor.
- Angelina motioned to approve the budget at 706 PM
- Ray second motioned to approve the budget at 706PM

7. Executive session (7:25 PM -7:45 PM)

- Yara called into session at 709PM
- Yara ended session at 737PM

8. Open Agenda

- Graduation – park on north side of gym and use that door due to construction
- May 23rd at 5pm
- 8 Students graduating
- Looking for a commencement speaker
 - Brainstormed ideas from local/state authors, artists, teachers, etc.

9. Schedule next board meeting and any other new business (7:45 PM – 7:50 PM)

- May 12th at 6pm at PASS

10. Meeting adjourned at 756PM

PODER Academy Secondary School Agenda
Monday, June 9, 2025
At PODER Academy Secondary School

2. Approval of agenda and minutes (6:00 PM – 6:10 PM)
3. Public Comment (6:10 PM – 6:20 PM)
4. CEO update (6:20 PM – 6:35 PM)
5. Financials oversight and acceptance (6:35 PM – 6:50 PM)
6. Budget oversight and approval (6:50 PM – 7:05 PM)
7. Lease oversight and discussion (7:05 PM – 7:25 PM)
8. CEO Review (7:25 PM – 7:55 PM)
9. Executive session: Personnel, facility/construction, district (7:50 5PM -8:10 PM)
10. Schedule next board meeting and any other new business (8:10 PM – 8:15 PM)

**PODER ACADEMY SCHOOL
MYP DETAIL**



DESCRIPTION	Number funded by ADM Date Approved	FUND	OPERATIONAL UNIT	FUNCTION	OBJECT	SUBJECT	205.15	229.54	254.90	281.48
							FORECAST	FORECAST	FORECAST	FORECAST
							FY2526	FY2627	FY2728	FY2829

FEDERAL TITLE I		22	040	0000	84190	020	125,000.00	-	-	-
FEDERAL TITLE II		22	040	0000	84190	040	15,304.00	15,304.00	15,304.00	15,304.00
FEDERAL TITLE III		22	040	0000	84200	050	972.00	972.00	972.00	972.00
FEDERAL TITLE IV		22	040	0000	84190	070	10,083.00	10,083.00	10,083.00	10,083.00
FEDERAL TITLE VI		22	040	0000	84190	000	5,200.00	5,200.00	5,200.00	5,200.00
CARES (Technology)		22	040	0000	84190	000	-	-	-	-
ESSER/GEER		22	040	0000	84190	080	-	-	-	-
ESSER II		22	040	0000	84200	082	-	-	-	-
ESSER III		22	040	0000	84200	083	-	-	-	-
SEA Grant		22	040	0000	84200	084	-	-	-	-

FEDERAL REVENUE

Special Education Reimbursement	01	040	0000	83290	000	270,000.00	270,000.00	270,000.00	270,000.00
Building Operations Reimbursement	30	040	0000	81995	000	315,245.00	315,245.00	315,245.00	315,245.00
Transportation Reimbursement	01	040	0000	81420	000	89,810.00	89,810.00	89,810.00	89,810.00
Retirement Reimbursement	01	040	0000	83290	000	16,754.00	17,252.00	17,766.00	17,766.00
Routine Maintenance	01	040	0000	83290	000	213,271.00	213,271.00	213,271.00	213,271.00
(Additional Health Insurance)	01	040	0000	83000	000	-	-	-	-
Per Pupil Revenue	01	040	0000	83110	000	2,256,623.00	2,524,975.00	2,803,866.00	3,096,280.00

STATE REVENUE

School Fundraisers	01	040	0000	81710	000	5,000.00	5,000.00	5,000.00	5,000.00
Interest	01	040	0000	81590	000	2,000.00	2,000.00	2,000.00	2,000.00
Misc.	01	040	0000	81990	000	15,000.00	15,000.00	15,000.00	15,000.00
Uniforms	01	040	0000	81740	000	21,600.00	21,600.00	21,600.00	21,600.00
Extra Curricular Fees from Students	01	040	0000	81790	000	11,250.00	11,250.00	11,250.00	11,250.00
Tennis Court Rental Income	01	040	0000	81900	000	2,000.00	2,000.00	2,000.00	2,000.00
Charter School Growth Fund	01	040	0000	81990	000	50,000.00	50,000.00	-	-

LOCAL REVENUE

TOTAL REVENUE							3,425,112.00	3,568,962.00	3,798,367.00	4,090,781.00
							106,850.00	106,850.00	56,850.00	56,850.00

SALARIES & BENEFITS

Certificated Staff					00111		1,284,733.00	1,373,275.00	1,464,473.00	1,558,407.00
Support staff					00112		139,705.00	143,896.00	148,213.00	152,659.00
Support staff					00113		245,562.00	252,929.00	260,517.00	268,333.00

**PODER ACADEMY SCHOOL
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DESCRIPTION	FUND	OPERATIONAL UNIT	FUNCTION	OBJECT	SUBJECT	Number funded by ADM Date Approved			
						FY2526	FY2627	FY2728	FY2829
						205.15	229.54	254.90	281.48
						FORECAST	FORECAST	FORECAST	FORECAST

SUBTOTAL SALARIES						1,670,000.00	1,770,100.00	1,873,203.00	1,979,399.00
Medicare /Social Security				00210		127,755.00	135,298.25	143,067.25	151,069.25
Retirement				00220		156,479.00	165,717.45	175,233.45	185,034.45
Workmans Compensation				00240		33,400.00	35,372.00	37,403.00	39,495.00
SUI				00250		28,390.00	31,201.50	34,210.50	37,429.50
Health Insurance				00270		292,317.00	322,859.00	355,539.00	390,507.00
SUBTOTAL BENEFITS						638,341.00	690,448.20	745,453.20	803,535.20
SUBTOTAL SALARIES & BENEFITS						2,308,341.00	2,460,548.20	2,618,656.20	2,782,934.20

PURCHASED SERVICES

Independent Contractor/Substitutes	01	040	1110	00311	000	1,561.00	1,592.00	1,624.00	1,656.00
Independent Contractor/Substitutes-TITLE II	22	040	1110	00311	040	-	-	-	-
Independent Contractor/Substitutes-TITLE VI	22	040	1110	00311	060	-	-	-	-
Professional Development	01	040	2213	00312	000	2,081.00	2,123.00	2,165.00	2,208.00
Professional Development-TITLE I	22	040	1110	00312	020	-	-	-	-
Professional Development-TITLE III	22	040	1270	00312	050	-	-	-	-
Professional Development-ESSER III	22	040	2213	00312	083	-	-	-	-
Instructional Program Improvement Services	01	040	2210	00313	000	-	-	-	-
Management Services-Central Admin	01	040	3310	00314	000	-	-	-	-
Audit/Accounting Services	01	040	3330	00314	000	48,084.00	49,046.00	50,027.00	51,028.00
Technology- Software and software support	01	040	3330	00315	000	-	-	-	-
Technology- Software and software support	22	040	3330	00315	082	-	-	-	-
Legal Services	01	040	3310	00317	000	1,561.00	1,592.00	1,624.00	1,656.00
Academic Consulting	01	040	1110	00319	000	-	-	-	-
Academic Consulting-ELL	01	040	1270	00319	000	1,124.00	1,146.00	1,169.00	1,192.00
ESSER III	22	040	2130	00319	083	-	-	-	-
Academic Consulting-TITLE III	22	040	1270	00319	050	-	-	-	-
Academic Consulting-TITLE II	22	040	3330	00319	040	-	-	-	-
Operating Buildings Services-Other Professional ar	01	040	3420	00319	000	-	-	-	-
Special Education	20	040	1290	00319	000	15,838.00	16,155.00	16,478.00	16,808.00
Professional/Technical Services (chess)	01	040	1410	00319	000	-	-	-	-
SPED - Psychological Services	20	040	2140	00319	000	10,612.00	10,824.00	11,040.00	11,261.00
SPED -Speech Therapy	20	040	2150	00319	000	12,849.00	13,106.00	13,368.00	13,635.00
SPED -Occupational Therapy	20	040	2171	00319	000	5,202.00	5,306.00	5,412.00	5,520.00
Technology Software	22	040	2240	00411	082	-	-	-	-

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						205.15 FORECAST	FY2526	229.54 FORECAST	FY2627	254.90 FORECAST	FY2728	281.48 FORECAST	FY2829
Other Professional and Technical Services-Central	01	040	3310	00319	000	-	-	-	-	-	-	-	-
Professional/Technical Services (storage, technolog	01	040	3330	00319	000	6,030.00	6,151.00	6,274.00	6,399.00	6,399.00			
Transportation	01	040	3510	00319	000	68,669.00	70,042.00	71,443.00	72,872.00	72,872.00			
Transportation	22	040	2110	00319	084	6,113.00	6,235.00	6,360.00	6,487.00	6,487.00			
Repairs and Maintenance Services-Business Adm	01	040	3330	00323	000	-	-	-	-	-			
Operating Buildings Services-Repairs and Maintena	01	040	3420	00323	000	2,081.00	2,123.00	2,165.00	2,208.00	2,208.00			
Operating Buildings Services-Repairs and Maintena	01	040	3460	00323	000	829.00	846.00	863.00	880.00	880.00			
Student Transportation	01	040	1410	00351	000	-	-	-	-	-			
Professional Development/Travel	01	040	1110	00332	000	10,404.00	10,612.00	10,824.00	11,040.00	11,040.00			
Travel	01	040	3310	00332	000	-	-	-	-	-			
Professional Development/Travel-TITLE II	22	040	1110	00332	040	-	-	-	-	-			
Communications	01	040	3310	00340	000	7,965.00	8,124.00	8,286.00	8,452.00	8,452.00			
Computer/Tech Services/Phone Services	01	040	3330	00340	000	30,065.00	30,666.00	31,279.00	31,905.00	31,905.00			
Internet Services	01	040	3310	00341	000	-	-	-	-	-			
Internet Services	22	040	1110	00341	070	-	-	-	-	-			
Postage	01	040	3330	00342	000	624.00	636.00	649.00	662.00	662.00			
Advertising /Teacher Recruitment	01	040	3310	00350	000	3,121.00	3,183.00	3,247.00	3,312.00	3,312.00			
Advertising /Teacher Recruitment-ESSER III	22	040	3310	00350	082	-	-	-	-	-			
Advertising /Teacher Recruitment-SPED	20	040	3310	00350	000	-	-	-	-	-			
Printing/Binding	01	040	3334	00360	000	4,120.00	4,202.00	4,286.00	4,372.00	4,372.00			
Liability Insurance	01	040	3310	00380	000	27,050.00	27,591.00	28,143.00	28,706.00	28,706.00			
Liability Insurance	01	040	3310	00383	000	-	-	-	-	-			
Assessments	01	040	1110	00390	000	5,386.00	5,494.00	5,604.00	5,716.00	5,716.00			
Assessments	01	040	1270	00390	000	-	-	-	-	-			
Assessments-SPED	20	040	1290	00390	000	-	-	-	-	-			
Assessments-ESSER II	22	040	1110	00390	082	-	-	-	-	-			
Assessments-ESSER II	22	040	1110	00390	083	-	-	-	-	-			
Assessments-SEA	22	040	1110	00390	084	-	-	-	-	-			
SUBTOTAL PURCHASED SERVICES						\$ 271,369	\$ 276,795	\$ 282,330	\$ 287,975	\$ 287,975			

BUILDING & LAND

Equipment - Leases	30	040	3420	00325	000	498,606.00	498,606.00	498,606.00	498,606.00	498,606.00			
Facility Construction and beautification	01	040	3490	00319	000	-	-	-	-	-			

SUBTOTAL BUILDING & LAND

615,110.00

498,606.00

498,606.00

498,606.00

498,606.00

SUPPLIES & MATERIALS

Supplies - Classroom	01	040	1110	00410	000	14,326.00	14,613.00	14,905.00	15,203.00	15,203.00			
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DESCRIPTION	FUND	OPERATIONAL UNIT	FUNCTION	OBJECT	SUBJECT	Number funded by ADM				
						205:15 FORECAST	229:54 FORECAST	254:90 FORECAST	281:48 FORECAST	Date Approved
Supplies - ELL	01	040	1270	00410	000	-	-	-	-	
Supplies - Student Activity	01	040	1410	00410	000	-	-	-	-	
Supplies	01	040	2110	00410	000	15,677.00	15,991.00	16,311.00	16,637.00	
Nursing Supplies	01	040	2130	00410	000	-	-	-	-	
Nursing Supplies	01	040	2134	00410	000	955.00	974.00	993.00	1,013.00	
Student Outreach / Uniform Shirts- Youth/adults	01	040	2190	00410	000	21,224.00	21,648.00	22,081.00	22,523.00	
Supplies	01	040	3310	00410	000	157.00	160.00	163.00	166.00	
Supplies	01	040	3321	00410	000	-	-	-	-	
Office Supplies	01	040	3330	00410	000	21,224.00	21,648.00	22,081.00	22,523.00	
Supplies	01	040	3334	00410	000	94.00	96.00	98.00	100.00	
Cleaning Supplies	01	040	3420	00410	000	11,461.00	11,690.00	11,924.00	12,162.00	
Supplies	20	040	1290	00410	000	305.00	311.00	317.00	323.00	
Supplies	22	040	1110	00410	060	261.00	266.00	271.00	276.00	
Supplies - Classroom-TITLE IV	22	040	1110	00410	070	-	-	-	-	
Supplies - Classroom-TITLE IV	22	040	1290	00410	070	-	-	-	-	
Supplies	22	040	1290	00410	083	-	-	-	-	
Supplies	22	040	1410	00410	050	-	-	-	-	
Supplies - Classroom-TITLE IV	22	040	1410	00410	070	-	-	-	-	
Supplies - SEA grant	22	040	2110	00410	084	-	-	-	-	
Supplies - TITLE II	22	040	3330	00410	060	-	-	-	-	
Supplies	22	040	3330	00410	083	-	-	-	-	
Cleaning Supplies	22	040	3420	00410	082	-	-	-	-	
Cleaning Supplies	22	040	3420	00410	082	-	-	-	-	
Supplies	22	040	3420	00410	083	-	-	-	-	
Supplies	22	040	2110	00410	000	-	-	-	-	
Technology Software	22	040	3330	00410	000	-	-	-	-	
Technology Software	22	040	1110	00411	000	-	-	-	-	
Technology Software	01	040	3310	00411	000	3,714.00	3,788.00	3,864.00	3,941.00	
Technology Software	01	040	1110	00411	000	1,486.00	1,516.00	1,546.00	1,577.00	
Technology Software	22	040	1110	00411	060	-	-	-	-	
Technology Software	22	040	1110	00411	083	-	-	-	-	
Technology Supplies	01	040	1110	00412	000	192.00	196.00	200.00	204.00	
Technology Supplies	01	040	3310	00412	000	-	-	-	-	
Technology Supplies	22	040	1110	00412	083	-	-	-	-	
Food for Meetings	01	040	3310	00413	000	743.00	758.00	773.00	788.00	
Food for Meetings	01	040	3321	00413	000	-	-	-	-	
Technology Equipment for Students (Non-Capitaliz	01	040	1110	00414	000	16,660.00	16,993.00	17,333.00	17,680.00	
Technology Equipment for Students (Non-Capitaliz	22	040	1110	00414	082	-	-	-	-	
Technology Equipment for Staff (Non-Capitalized)	01	040	1110	00415	000	5,031.00	5,132.00	5,235.00	5,340.00	
Technology Equipment for Staff (Non-Capitalized)	01	040	3310	00415	000	-	-	-	-	
Small Equip/Furn - Classroom, Misc	01	040	1110	00418	000	-	-	-	-	

PODER ACADEMY SCHOOL
MYP DETAIL



DESCRIPTION	FUND	OPERATIONAL UNIT	FUNCTION	OBJECT	SUBJECT	Number funded by ADM				
						Date Approved	205.15 FORECAST	229.54 FORECAST	254.90 FORECAST	281.48 FORECAST
Small Equip/Furn - Classroom, Misc	22	040	3420	00418	083					
Textbooks /Curriculum	01	040	1110	00420	000	57,836.00	58,993.00	60,173.00	61,376.00	-
Textbooks/curriculum - ESSER III	22	040	1110	00420	083	-	-	-	-	-
Textbooks /Curriculum - TITLE IV	22	040	1110	00420	070	-	-	-	-	-
Textbooks/curriculum - ESSER III	22	040	1270	00420	050	-	-	-	-	-
Textbooks/curriculum - ESSER III	22	040	2110	00420	084	-	-	-	-	-
Textbooks /Curriculum	01	040	2110	00420	000	-	-	-	-	-
Food service	01	040	4100	00460	000	74,285.00	75,771.00	77,286.00	78,832.00	-
Other Supplies and Materials	01	040	1410	00490	000	-	-	-	-	-
Other Supplies and Materials-TITLE IV	22	040	1110	00490	070	-	-	-	-	-
SUBTOTAL SUPPLIES & MATERIALS						\$ 245,631	\$ 250,544	\$ 255,554	\$ 260,664	

OTHER CAPITAL

Equipment - Leases	01	040	3310	00325	000	-	-	-	-	-
Equipment - Leases	01	040	3330	00325	000	-	-	-	-	-
Equipment - Leases	01	040	3334	00325	000	10,979.00	11,199.00	11,423.00	11,651.00	-
Furniture	01	040	3330	00418	000	-	-	-	-	-
Furniture	01	040	3420	00418	019	-	-	-	-	-
Technology Equipment for Students	01	040	1110	00541	000	4,383.00	4,471.00	4,560.00	4,651.00	-
Technology Equipment for Staff	01	040	2290	00542	000	16,979.00	17,319.00	17,665.00	18,018.00	-
SUBTOTAL OTHER CAPITAL						\$ 32,341	\$ 32,989	\$ 33,648	\$ 34,320	

OTHER

Interest Expense	01	040	3330	00630	000	-	-	-	-	-
Interest Expense	01	040	6400	00630	000	493.00	503.00	513.00	523.00	-
Interest Expense - Debt Service	01	040	6100	00630	000	-	-	-	-	-
Chess and Tennis Activity Fees	01	040	1410	00640	000	10,612.00	10,824.00	11,040.00	11,261.00	-
Chess and Tennis Other Activity Fees	01	040	1410	00640	019	-	-	-	-	-
Chess and Tennis Other Activity Fees	01	040	3310	00640	000	52.00	53.00	54.00	55.00	-
Dues & Fees	01	040	3330	00640	000	923.00	941.00	960.00	979.00	-
Restricted Fund Balance/Contingency	01	040	3330	00791	000	50,000.00	-	-	-	-
SUBTOTAL OTHER						\$ 62,080	\$ 12,321	\$ 12,567	\$ 12,818	

TOTAL EXPENSES

\$ 3,418,368.00	\$ 3,531,803.20	\$ 3,701,361.20	\$ 3,877,317.20
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NET INCOME

6,744.00	37,158.80	97,005.80	213,463.80
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PODER ACADEMY SCHOOL
MYP DETAIL



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						205.15 FORECAST	FY2526	229.54 FORECAST	FY2627	254.90 FORECAST	FY2728	281.48 FORECAST	FY2829
CASH at the BEGINNING of the PERIOD						751,522.00		758,266.00		795,424.80		892,430.60	
CASH at the END of the PERIOD							758,266.00		795,424.80		892,430.60		1,105,894.40

LEASE AGREEMENT
1100 Richardson Court
Cheyenne, Wyoming 82001

THIS AGREEMENT is made this ____ day of May, 2025 between Pouppirt Properties, LLC, a Wyoming Limited Liability Company, hereinafter referred to as "Landlord," and PASS Academy, Inc., a non-profit corporation, hereinafter referred to as "Lessee," as follows:

1. Property

The Landlord for and in consideration of the payments and the performance of the conditions and agreements on the part of the Lessee as hereinafter set forth, agree to lease to the Lessee, the following described parcel of real estate situated in Laramie County, Wyoming and the Lessee hereby agrees to lease the same:

All of Lot 1, Block One, Chaplin Park Annex, Second Filing , Laramie County, Wyoming (1100 Richardson Court).

It is further expressly understood and agreed that the structures on the real property which are the subject of this Lease Agreement consist of an existing one-story building with a basement and an existing one-story Tennis Enclosure Building. Total gross area of these buildings is 21,863 square feet (Main Level w/ Mezzanine: 6,752 SF, Basement: 6,536 SF and Tennis Enclosure Building: 8,575 square feet). A Classroom Expansion Addition is to be added on the north end of the main building, over the existing parking lot, with occupancy expected by August 1, 2025. The size of this new structure is to be 7,040 square feet. This planned Expansion Addition will house additional classrooms and support spaces. The Total Gross Area of the buildings after completion of the planned Classroom Expansion Addition will be 28,903 square feet. If any additional structures are added to the property, an Addendum to this lease shall be negotiated at that time.

The existing improved property as well as the new Classroom Expansion is indicated in Exhibit A. Improvements for the new addition include a full scope of work including the Exterior Site Work, the Building Exterior and the Building Interior Finish of the facility as well as the construction of new water mains on Cosgriff Court and Dey Avenue. At the scheduled construction completion date, the Landlord shall provide the Lessee with a Certificate of Occupancy (C.O) from the City of Cheyenne. The Landlord shall be financially responsible for the implementation of this new Classroom Addition structure (Exterior Site Work, Building Exterior, Building Interior Finish and New Water Mains on Cosgriff Court and Dey Avenue).

2. Lease Term & Payments

The term of the Lease is from the date of this Lease Agreement through June 30, 2036. This term coincides with both the funding cycles of the Wyoming State Legislative Biennium allocations for lease payments through Laramie County School District No. One as well as the 2-year SFD Leases executed with the State of Wyoming School Facilities Division (SFD).

Each lease payment shall be due on the first (1st) day of the month. A late fee of five hundred dollars (\$500.00) will be charged for any lease payment received after the tenth (10th) day of the month. An additional late fee of \$10,000.00 will be charged for any payment received after the thirtieth (30th) day of the month and for each additional thirty (30) day period.

The lease of said real property shall be paid per the following monthly lease payment schedule during the lease term. This lease arrangement shall be a Full-Service Lease with the Landlord being financially responsible for all expenses for utilities, property taxes, property insurance and maintenance (exterior & interior) and partial janitor services. The Lessee shall be responsible for their personal property taxes and tenant insurance.

BASE LEASE for the existing buildings: 12 months @ \$34,367.00 per month from FY25/SY24 forward.

SUPPLEMENTAL LEASE for the new Classroom Expansion Addition: 12 months @ \$9,967.00 per month from FY26/SY25 forward.

TOTAL LEASE for the BASE LEASE and SUPPLEMENTAL LEASE: 12 months \$44,334.00/ Month from FY26/SY25 forward. *

* = This stated monthly lease rate shall be the higher of the stated rate in this Lease or the Lease Rate detailed in the Biennium Leases executed with the State of Wyoming School Facilities Department.

If the Lease reimbursement by the State of Wyoming School Facilities Department/ Laramie County School District No. One to PODER Academy is reduced, denied or terminated, after the occupancy of the Classroom Expansion Addition, the Lessee shall be responsible for a minimum payment of 90% (\$39,900.00/ Month) of the Lease Payment described above. Additionally, to assist the Academy with monthly budgeting, the Lessee shall be responsible for 79.26% (\$31,624.00/ Month) of the reduced individual monthly lease payments with the remaining balance of the reduced monthly lease rate due and payable to the Landlord at the conclusion of the following 2-year terms of the SFD biennium leases:

June 30, 2026
June 30, 2028
June 30, 2030

June 30, 2032
June 30, 2034
June 30, 2036

An interest charge of 1-1/2% per month shall be added to this unpaid balance due at the end of each calendar year.

3. Encumbrances

Lessee understands and is aware that the Property is encumbered by a mortgage. Landlord further agrees not to place any further encumbrances or place any liens on said Property during the continuance of the Contract. Lessee shall not place any liens or encumbrances or cause any liens of encumbrances to be placed on said Property during the duration of the Contract. If a lien or encumbrance is placed on the Property that is attributable to the actions or inactions of the Lessee, Landlord may in its discretion remedy the liens and/or encumbrances and Lessee will be responsible for any amount necessary to remedy and Lessee agrees to indemnify Landlord with regard to any action to remedy such encumbrances. Lessee will also be required to pay all attorneys' fees and costs associated with remedying the lien or encumbrance.

4. Escrow

An Escrow Agent shall not be utilized for this Lease arrangement.

5. Contingencies

This Contract is not contingent on any contingencies.

6. Re-Charter/School Closing

In the event Lessee fails to obtain its re-charter certification or closes the school for any reason, this also shall constitute a default under this Contract and will subject Lessee to all the default and forfeiture provisions herein.

7. Taxes & Assessments

The Landlord agrees to pay all property taxes, and all other assessments or impositions of whatever nature levied or imposed against said real estate before the same become delinquent. Landlord shall provide proof of payment of all property taxes and assessments to Lessee within fifteen (15) days of payment thereof.

The Lessee shall be responsible for payment of their personal property taxes.

8. Insurance

The Lessee shall maintain a policy listing Landlord as an additional insured of comprehensive general liability insurance with respect to the respective activities of each in the building to afford minimum protection of not less than \$2,000,000.00 combined single limit coverage of bodily injury, property damage, or a combination thereof. The premiums thereon shall be fully paid on or before the due date. Lessee shall provide the Landlord with current Certificates of Insurance quarterly evidencing Lessee's compliance with these insurance requirements. Lessee shall obtain the agreement of Lessee's insurer to notify Landlord that a policy is due to expire or be cancelled at least thirty (30) days prior to such expiration or cancellation.

The Lessee shall also maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures, furniture, equipment, and assets located on the premises.

Landlord shall maintain comprehensive general liability insurance on the building and the premises at Landlord's expense. The Landlord shall also maintain fire and extended special at-risk form property insurance coverage on the building and the premises at Landlord's expense. The building and the premises shall be insured to the level of functional replacement value with yearly value updates reflective of local consumer price index (CPI) conditions. The Landlord shall be financially responsible for the above insurance requirements.

All insurance obligations shall comply with minimum limit requirements as set forth by district, city, state, and/or federal policy.

9. Maintenance

The Landlord shall keep all buildings and other improvements on said premises in good order and proper repair and in a good state of preservation at the Landlord's own expense, and shall allow no labor, mechanic's or materialmen's or other lien or claim to attach to said premises. Should the Landlord fail to pay said liens, charges or claims, including the premium for hazard insurance herein before mentioned to be carried on said premises, or to keep the improvements in good repair and state of preservation then the Lessee is hereby authorized, in its sole discretion, to pay the same and protect and repair the buildings and other improvements situated on said land and declare a default. The Landlord shall be financially responsible for the above property maintenance requirements.

The Landlord shall be financially responsible for the following maintenance of the building and ground during the lease:

- A. Roof
- B. Doors/ Hardware & Windows (Exterior & Interior)
- C. HVAC Equipment including periodic maintenance and changing of filters.
- D. Plumbing Fixtures and Water/ Drain Lines (excluding cleaning out of plugged drain lines and associated flooding damages which is the responsibility of the

- Lessee).
- E. Electrical Equipment including Panels, Wiring, Fixtures and Equipment (excluding re-lamping light fixtures which is the responsibility of the Lessee).
 - F. Structural Walls, Foundations and Slabs. (All wall, ceiling and floor finishes to be the maintenance responsibility of the Lessee).
 - G. Irrigation System
 - H. Lawn Care (Mowing, Fertilizing, Trimming).
 - I. Snow Removal (Walks and Parking Areas).
 - J. Trash Removal by City.
 - K. Janitorial (Landlord responsible for 25% of Janitor Salary).

10. Hold Harmless

The Lessee agrees to and shall hold Landlord harmless from any claim, suit or demand of any nature whatsoever that shall be brought against Landlord as a result of any activities of the Lessee, or the Lessee's agents, guests, invitees, representatives or employees, upon the above described real property, and shall in addition pay any and all attorneys' fees incurred by Landlord in the defense of any such claim, suit or demand. Lessee will be responsible for the Landlord's Attorneys' fees regardless of whether formal legal action is initiated or not. Any fees incurred by Landlord based upon any claim related to this Contract will be paid by Lessee.

The Landlord shall release, indemnify, and hold harmless the Charter School, and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands, including but not limited to those arising out of pre-existing conditions, Landlord's nondisclosure of known contamination, or Landlord's performance or failure to perform under this lease.

11. Alterations & Improvements

The Lessee expressly agrees not to remove or destroy any building, site improvements, or other improvements or to make any material alteration (requiring a City Building Permit) upon said premises without first obtaining the consent, in writing, of the Landlord. In any case, no such improvements shall be permitted to create any mechanic's, materialmen's or other lien on said property nor shall the Lessee encumber said property with any other lien, grant, easement or otherwise during the term of this Agreement.

If, Lessee makes any such alterations, the Landlord, in its sole discretion, shall pay the same and protect and repair the buildings and other improvements situated on said land to its original condition and declare a default. Nonetheless, any alteration or improvements shall remain the property of the Landlord upon any forfeiture of this Agreement.

12. Default

Step 1: If efforts at informal resolution fail, regarding disputes arising under this Agreement, or any issue related to the facility, the complainant must first serve written notice detailing the nature of the grievance.

Step 2: If said grievance is not resolved within 14 working days, the complainant, at its sole option, may elect to declare a default, at which time the Complainees shall have twenty (20) days from the date of mailing the notice of default, to cure the default by paying all moneys due, and/or by taking any other corrective action or arrangement, as required to cure the notice of default.

Step 3: If said grievance is not then resolved, the dispute must be submitted for mediation before a neutral third-party mediator selected by the Complainant. Both parties waive their right to sue prior to mediation. Both parties shall agree to pay 50% of the mediator expenses, and shall agree to attend mediation without legal counsel.

Step 4: If a covered dispute remains unresolved at the conclusion of the mediation process, either party may submit the dispute for resolution by final binding and confidential arbitration. A neutral third-party arbitrator shall be selected by the complainant, and both parties shall agree to pay 50% of the arbitrator expenses. This arbitration will be deemed binding without the right for an appeal from either party. Each party agrees to pay for their own legal costs in preparation for the arbitration. Each party also agrees to keep the matters confidential throughout the entire mediation/arbitration process.

Step 5: If the default is not by then resolved, the complainant may then elect to file for Forfeiture as detailed below.

13. Forfeiture

In the event that a default is not cured at the conclusion of the default procedure, The Complainant may elect to declare forfeiture and terminate this Agreement, and shall thereupon be released from all obligations in law or equity, with regard to said property. In the event of forfeiture, Lessee will have a 60 day move-out period to forfeit all right, title, interest, possession and estate in and to said real estate, and all improvements then on said real estate, and all such other improvements as may hereafter be placed on said real estate. Both parties agree that Forfeiture must be declared at least 90 days prior to the start of the following academic year.

In the event of such default, the Landlord shall be entitled to:

- a) retain as liquidated damages all monthly lease payments made to the date of the declared default as compensation for the Lessee's actual time of occupancy, which sum the Lessee recognizes and admits to be a reasonable sum
- b) any lease payments due to Landlord through the 60 day move-out period

14. Quiet Enjoyment

The Lessee shall have the right to peacefully and quietly have, hold, and enjoy the Premises without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and assigns, so long and only so long as the Lessee shall perform and comply with the conditions herein contained. In the event of the Lessee's failure to perform and comply with the terms hereof, and the Landlord's election to pursue forfeiture of this Agreement, the right to possession and use shall be subject to the default and forfeiture provisions outlined above.

Upon forfeiture, Landlord shall be entitled to receive rents arising from said premises through the 60 day move-out period, and to reenter said premises or any part thereof, either with or without process of law or notice or demand, and repossess and enjoy the same as was their right prior to the execution of this Agreement, after the 60 move out-period.

15. Utilities

The Landlord shall be responsible for application of, securing and paying for utility services to the facility, including but not limited to the following utility services: water, sewer, garbage, electric and natural gas. The Lessee is responsible for telephone, Cable TV. The Landlord shall contract with the utility companies under their own individual account. The Lessee shall not be contractually bound to be financially responsible for securing or paying for any utility expenses incurred by the Landlord. Landlord shall also be responsible for maintaining sufficient utilities to ensure the property is properly maintained, such as proper heat during the winter months. Landlord's failure to do so will be considered a breach of the Agreement and Landlord shall be responsible for any and all damages to the property resulting from Landlord's failure to properly maintain sufficient utilities.

16. Modification of Agreement

No modification of this Agreement in any of its particulars shall be binding upon either party to this lease, unless the same is duly approved in writing by both parties. This contract shall not be assigned by either party without prior written consent of both parties. If either party assigns this Contract without dual written consent of both parties, then the other party in its sole discretion, can choose to 1) honor the assignment or 2) elect to declare a default and consider the assignment null and void and treat the assignees as trespassers.

17. Successors In Interest Bound

It is mutually agreed by and between the parties hereto that in lieu of any required formal Notice of Default, time of payment and faithful performance of all other

conditions herein contained shall be the essence of this Contract. All other terms, conditions and agreements herein contained shall apply to and bind the heirs, executors, successors and assigns of the respective parties hereto.

18. Major Maintenance

Listed below are major maintenance items to be provided and funded by the Landlord during the term of the lease. The amount of the total lease agreement to be expended on the major maintenance shall be accounted for and reported separately and shall not be transferred or expended for any purpose other than major maintenance of the leased building or facility. No expenditure shall be made from the funds dedicated for major maintenance of a leased facility without the approval of the district or charter school. A district or a charter school may request review of the amount to be expended on major maintenance for a lease by the school facilities division of the state construction department to determine the reasonableness of the major maintenance expense.

FY25/SY24

Build new 7,040 SF Classroom Expansion Addition over the existing parking lot. Provide connectors to the existing classroom building and the existing gymnasium. Install new water mains in Cosgriff Court and Dey Avenue. Project Cost: \$2.2 M. (Project is Financed outside of the Lease Payments).

FY27/SY26

Replace the existing roof on the existing classroom building. Project Cost: \$100K.

19. Notices

All notices shall be sent via certified mail to the addresses set forth below unless notice is provided in writing of a different address:

Landlord:

Pouppirt Properties, LLC
2400 Dunn Avenue, Suite B
Cheyenne, WY 82001

Lessee:

PASS Academy, Inc.
2201 Morrie Avenue
Cheyenne, WY 82001

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

Landlord:

Rande Pouppirt, Member
Pouppirt Properties, LLC

Lessee:

Marcos Martinez, CEO
PASS Academy, Inc.

NOTICE OF EXECUTION OF LEASE AGREEMENT

Notice is hereby given that on the ____ day of May, 2025, Pouppirt Properties, LLC, a Wyoming Limited Liability Company, as Landlord, and PASS Academy, Inc., a non-profit corporation, as Lessee, entered into and executed a Lease Agreement relating to the following described land:

All of Lots 1, Block One, Chaplin Park Annex, Second Filing, Laramie County, Wyoming (1100 Richardson Court).

DATED this ____ day of May, 2025.

Rande Pouppirt, Member
Pouppirt Properties, LLC, Landlord

Marcos Martinez, CEO
PASS Academy, Inc., Lessee

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged in person before me by Rande Pouppirt, Member of Pouppirt Properties, LLC this ____ day of May, 2025.

Witness my hand and official Seal.

Notary Public

My Commission expires: _____

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

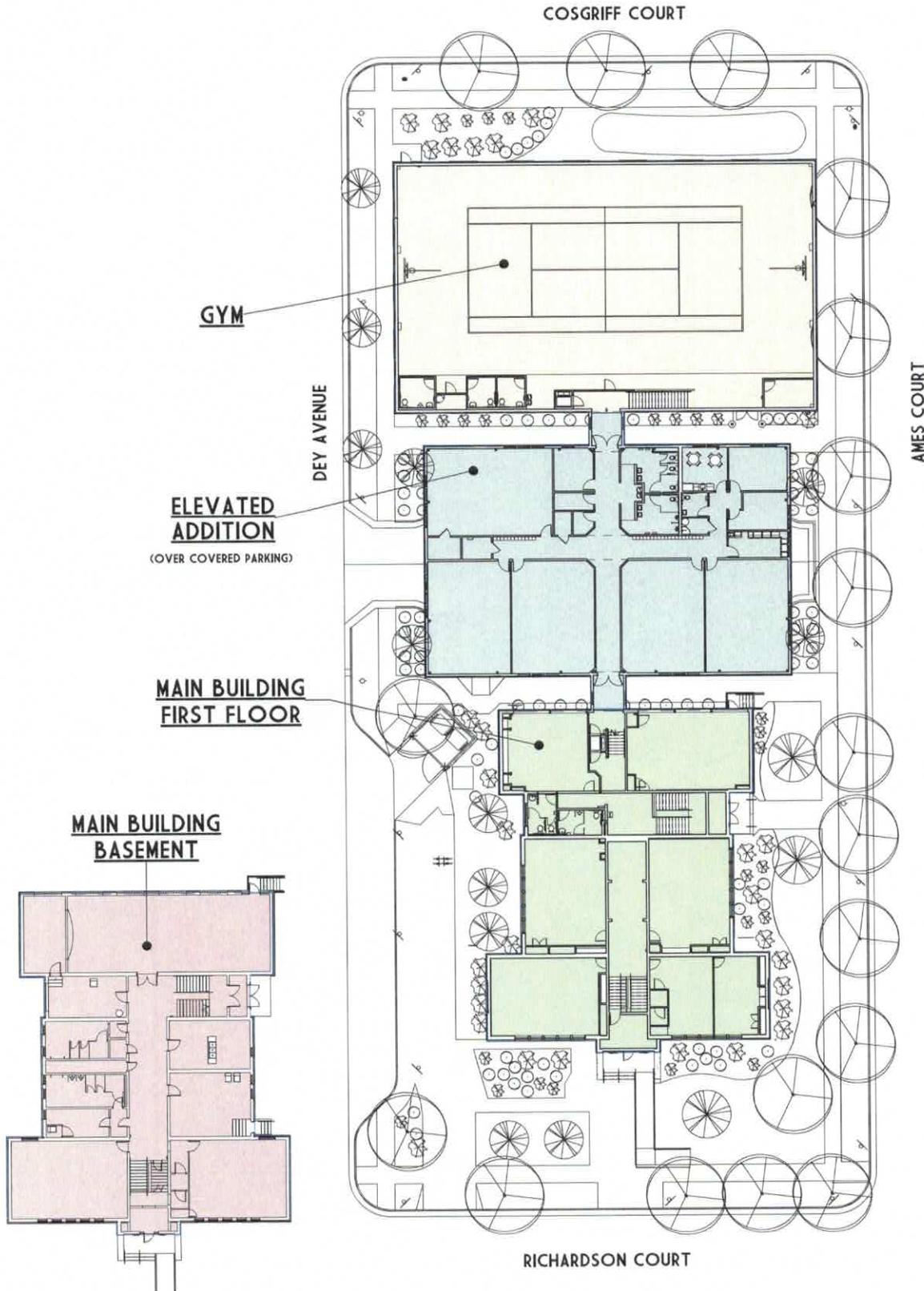
The foregoing instrument was acknowledged in person before me by Marcos
Martinez, Chief Executive Officer of PASS Academy, Inc. this ____ day of May, 2025.

Witness my hand and official Seal.

Notary Public

My Commission expires: _____

EXHIBIT A



SITE AREA

Name	Area
ELEVATED ADDITION	7040 SF
GYM	8575 SF
MAIN BUILDING BASEMENT	6536 SF
MAIN BUILDING FIRST FLOOR	6752 SF
	<u>28903 SF</u>

June 9, 2025



Board Meeting Minutes

Attendees : Dr. Marcos Martinez, Ann Redman, Yara Kling, Juan Coronado, Ray Macchia

Location : Poder Academy Secondary School

Duration : 6:03 pm - 9:00 pm

- **Public Comment**
 - None today.

- **Approval of Minutes/Agenda**
 - Couple typos identified for fix :
 - Anne > Ann
 - WY Toppings > WY-TOPP
 - Juan motioned to approve minutes; Ray seconded.

- **CEO Update**
 - Seniors graduation ceremony was well attended/received.
 - Tennis season : Last tournament held last weekend. Students participated in Level 6 - earned 1st and 2nd places in both regular and consolation games.
 - No need for summer school based on the students good academic performance.
 - Marketing campaign in progress online.

- **Financials Oversight & Acceptance (May 31, 2024)**
 - **Report not yet received from CMSC, they are working on closeout for PASS's transition to new company - Board will review when available.**
 - Other items discussed :
 - No concerning outcomes expected by Dr. Martinez.
 - Currently, there is no limit to the amount the school can carry over in savings.
 - Monthly payroll, approximately \$110k-\$120k
 - **Board will review report when available. No acceptance agreed tonight - 6:19 pm.**

- **Budget Oversight and Approval :**

- Board reviewed this first projection with Dr. Martinez, several items discussed. No overall concerns. There will be two more reviews.
- Tatonka Financial Services will replace CMSC on July 1st, 2025. CMSC/Bernard will ensure all pending reports are finished for this transition.
- School looking into applications for Daniels Fund Scholarships.
- Ray motioned to approve budget; Ann seconded - 6:43 pm.

- **Pre-Lease / Lease Oversight and Discussion**

- Lease review required every 2-years by the School Facilities Commission, the contract term is for 10yrs. New for this review include the additional square footage due to new construction and PASS.
- Board reviewed document with Dr. Martinez and discussed a few items needing additional conversation with Mr. Rande Pouppirt regarding lease payments due dates and additional late fees amounts, plan if lease reimbursement is reduced or denied, and janitorial services coverage.
- After above discussions, the Board also met with Dr. Martinez and Mr. Pouppirt to go over the mentioned items. Dr. Martinez and Mr. Pouppirt will hold additional discussion to iron out updates. Lease document will be provided to the Board for additional review.

- **CEO Review**

- Board met with Dr. Martinez and completed annual review. Provided comments and document for records.

- **Executive Session : Personnel / Construction / Future Projects**

- Yara motioned to enter the Executive Session; Juan seconded - 8:38 pm.
- Juan motioned to exit the Executive Session; Ann seconded - 8:54 pm.

- **Next Board Meeting & Other Announcements**

- Next meeting : Tue, Sep 2 - 6:00 pm. It will be held at the Railspur.

- **Adjourn**

- Yara motioned to adjourn; Juan seconded - 9:00 pm.