

**MEMORANDUM OF UNDERSTANDING BETWEEN  
LARAMIE COUNTY SCHOOL DISTRICT #1  
AND LARAMIE COUNTY SHERIFF'S OFFICE**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are **Laramie County School District #1 (Laramie #1)**, whose address is: 2810 House Avenue Cheyenne, WY 82001, and **Laramie County Sheriff's Office** whose address is: 1910 Pioneer Ave., Cheyenne WY, 82001.
2. **Purpose.** The purpose of this MOU is to set forth the terms and conditions by which **Laramie #1** will provide educational programs and services to students at the Educational Program at the Laramie County Juvenile Service Center that are not enrolled in **Laramie #1**.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** **Laramie County Sheriff's Office** agrees to pay **Laramie #1** for the services described in Section 6 below for school year ending **June 30, 2026**. The total payment under this MOU shall not exceed **sixty-four dollars and thirty-nine cents (\$64.39)**, per student, per day that receive educational services. Payment shall be made after the Effective Date and upon receipt of Laramie #1's invoice. The following provisions apply to payment:
  - A. **Laramie #1** shall receive payment based on a prorated cost basis. The adjusted cost basis shall represent the proportion of school-level operating costs for **Laramie #1** students admitted to the Educational Program at the Laramie County Juvenile Service Center under this MOU. Payments will be paid based upon Laramie #1's school-level per-pupil funding allocation as represented by the current WDE100 – School Foundation Program Funding Worksheet.
5. **Responsibilities of Laramie County Sheriff's Office**
  - A. **Laramie County Sheriff's Office** will pay to **Laramie #1** the educational expenses on a pro-rata basis. Laramie #1 shall present vouchers itemizing in suitable detail the number of students receiving services and the billable amount calculated in accordance with Section 4.
  - B. Payments shall be equal to or less than the Average Daily Membership (ADM) amount received by **Laramie #1** providing the part-time education prorated to reflect the number of classes attended by the pupil

- C. Payments will be made upon receipt of a properly executed voucher accompanied by a statement of student attendance and membership.

6. **Responsibilities of Laramie #1.**

- A. **Laramie #1** shall provide educational services to students placed in the juvenile detention facility located within Laramie County School District #1 who are held for federal offenses and are not residents of the district. Educational services shall be limited to core academic instruction as appropriate for the student's grade level and individual needs. Educational services provided shall align with Wyoming Department of Education Rules and Regulations and applicable federal laws concerning the education of incarcerated youth. Billing for services shall not exceed the proportionate costs of instruction and related services delivered.
- B. A list of the names of pupils served during each billing period shall be furnished to **Jed Cicarelli, Laramie #1 Finance Director**, along with individual student attendance and service dates. A billing statement itemized by student and inclusive of the total ADM shall accompany each invoice. Invoices shall be submitted on a semester basis..
- C. Laramie #1 shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this MOU.

7. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law and Venue.** The parties mutually understand and agree the MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive either parties governmental/sovereign immunity as provided in this MOU.
- C. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are



available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.

- D. Entirety of Agreement.** This MOU represents the entire and integrated MOU between the parties and supersede(s) all prior negotiations, representations and MOUs, whether written or oral.
- E. Indemnification.** To the fullest extent permitted by law, County and Laramie #1 agree to indemnify and hold harmless the other Party, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of each party for the other Party except to the extent liability is caused by the sole negligence or willful misconduct of either Party or its employees.
- F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- G. Governmental/Sovereign Immunity.** The Parties do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this MOU. Further, the Parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, related to this MOU.
- I. 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 MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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- 8. Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

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LARAMIE COUNTY SCHOOL DISTRICT #1  
AND LARAMIE COUNTY SHERIFF'S OFFICE**

**Signature Page**

**LARAMIE COUNTY SCHOOL DISTRICT #1**

  
\_\_\_\_\_  
Jed Cicarelli, Finance Director, Laramie #1

9/15/25  
\_\_\_\_\_  
Date

**LARAMIE COUNTY**

\_\_\_\_\_  
Chair, BoCC

\_\_\_\_\_  
Date

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Laramie County Attorney's Office

9/23/25  
\_\_\_\_\_  
Date