



MONTANA  
**COMMUNITY**  
**CHOICE SCHOOLS**

# Founder Proposed School Application Guidebook

Insert Application Year

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Pre-Application Process				May - December
RFP Posted	Information Sessions	Notice of Intent	Epicenter Access	Pitch Meetings
Application window & directions to submit Application posted	Director hosts open webinars for potential Applicants to gain insight to CCS & the Application process	Applicants submit the NOI template to Director & Commission detailing a general overview of their school model	Applicants gain access to Epicenter to begin drafting their Application	Applicants pitch their model to Director & Application Review Subcommittee with Q&A

Application Process				January - April
Written Applications Submission & Review	Public Forums	Applicant Interviews	Deliberation	
Written Applications are submitted in Epicenter and posted for the public to view  Written Applications are evaluated according to the Application Criteria by the Application Review Subcommittee & Director	Applicants host the public, Application Review Subcommittee, & Director for an overview of their proposed school model.  Local residents provide public comment.	Applicants answer clarifying questions & challenge scenarios from Application Review Subcommittee and Director.	Application Subcommittee and Director provide a final recommendation report on each Application to Members  Applications are deliberated in an open meeting with input from the BPE & public culminating in a final vote by Members	

Contracting to Opening			May through Fall of Next Year
Contracting	Building Oversight Model	Year Zero	
Contracts offered to approved applicants	Performance Framework & oversight metrics built into Epicenter <sup>1</sup>	School founder cohorts meet for training & consulting to fully build out their academic, cultural, operational, & financial models	



## Application Proposal Review Policy for Community Choice School Applications

### May (prior to Application Deadline)

1. **Request for Proposals Released:** The Community Choice Schools Application Deadline will be issued and posted by June 1<sup>st</sup> of each year on the [Board of Public Education's \(Board\) website](#) under the Community Choice Schools tab. The application will be broadly publicized statewide. All information related to the Application Process including the Founder Proposed School Application Guidebook can be found on [bpe.mt.gov](#) under the Community Choice Schools tab. The full Application Proposal comprises three phases; Phase I Written Application, Phase II Public Forum, and Phase III Applicant Interview.

### June-December (prior to Application Deadline)

1. **On-going General Information Sessions:** Potential Applicants will have an opportunity to engage in orientation sessions pertaining to the upcoming Application Cycle. Logistics about General Information Sessions will be posted on [bpe.mt.gov](#) under the Community Choice Schools tab.
2. **Notice of Intent:** Applicants send the Community Choice Schools Commission (Commission) a Notice of Intent to apply for a new Community Choice School.
3. **Written Application Platform Access:** Applicants may begin submitting requests to access the written application platform in which they will be able to begin drafting their Application before final submission.
4. **Review of Background Checks:** Background checks are reviewed by the Commission Director, and a Determination Form is completed. If any adverse results are present on the background check, it is given to the Commission Chair to deny eligibility of the individual to be included on the Choice School application.
5. **Pitch Meetings:** Applicants are highly encouraged to sign up for a 30-minute Zoom meeting with the Commission's Application Review Subcommittee to present pitches for student recruitment and philanthropy. Applicants will also have an opportunity to ask clarifying technical questions.

### January

6. **Phase I Written Applications Due:** Applications can be submitted to the Commission on (XX/XX/XX) until 5:00 p.m., Mountain Time. All Applications must be submitted electronically via the Application Platform.
7. **Receipt of Written Application:** The Commission will notify each Applicant by email within 24 hours of receipt of the Application and provide an outline of the application review timeframe.
8. **Public Posting:** Each complete Application and Executive Summary will be published on [bpe.mt.gov](#) under the Choice Schools tab along with directions for submitting public comment, allowing the public to read each Application and submit public comment before the Commission takes official action in April. Written public comment will be closed one week prior to Deliberation in order for the Director to compile and distribute comments to Members.
9. **Interview Scheduling:** The Commission's Application Review Subcommittee will schedule interviews, in-person or by webinar, with each applicant team, including but not limited to: Governing Board, Charter Management Organization, Education Service Provider, proposed school leader, and legal counsel.

### February

10. **Written Application Review:** The Commission's Application Review Subcommittee will evaluate each Application based on the Community Choice Schools Application Evaluation Criteria, a policy that guides the Commission's decision to approve or deny a Choice School Application.

*This Application Cycle is for Community Choice Schools opening not before (XX/XX/XX—date).*

11. Phase II Public Forum Begins: The Applicant team makes a presentation of their proposed school to the resident community, Director, and Members of the Application Review Subcommittee. The presentation is followed by an opportunity for the public to offer their comments. Public Forums will be held in the community of the proposed school. The purpose of the Forum is to understand community needs, gauge outreach efforts, and the ability to build authentic relationships with families and stakeholders.

## March

12. Phase II Public Forums Continue
13. Provide Executive Summaries to the Board of Public Education: Board of Public Education Application Review: Within **45 business days** of (XX/XX/XX—Application Deadline Phase I Written Application), the Commission will send a condensed packet containing an Executive Summary of each application to the Montana Board of Public Education's Charter Committee for presentation at the Board's regularly scheduled March meeting. The Board Charter Committee will have **15 calendar days** from receipt of the Executive Summary to review the information, share it with the full Board, and provide the Commission with written input e.g., questions or concerns to inform the Commission's final communications with the applicants before the Commission convenes for action. These 45 business days may be extended and adjusted with the Board of Public Education if the Commission receives more than three applications.
14. Phase III Applicant Interviews Begin: The Commission's Application Review Subcommittee will conduct an interview with each Applicant Team. The interview allows the Commission to ask targeted questions seeking clarification on content submitted in the Application, probe areas of uncertainty or concern, and to go deeper into the Applicant Team's capacity to possess the academic, organizational, and financial capacity to open and sustain a successful school. This constitutes a complete Application Proposal Review Process.

## April

15. Phase III Applicant Interviews Continue
16. Director's Summary to Members: The Commission's Director will provide a Director's Summary of each Application and Interview to Commission Members as well as all written public comment.
17. Application Deliberation: The Commission will convene as soon as possible and no later than **60 business days** of (XX/XX/XX—date of the Application Deadline Phase III Applicant Interview). This timeframe may extend to 120 business days if more than 3 Applications have been received. Each Application will be ruled by resolution individually in an open meeting. The Board's Charter Subcommittee members, the Chair of the Board, or the Board's Executive Director may join the Commission in formal deliberations about each Application, but only Commission Members may vote.
18. Application Approval: Applicants will be notified via phone and in writing of the approval. Approved Applications will advance to the Contracting stage.
19. Application Denial: Denied Applications will be provided with a written explanation as to why the Application was denied, and Applicants may re-apply in any future Application Cycle.

## May

20. Contracting: Contracts will be signed within 45 business days of approval, provided the Applicant agrees to the terms of the Commission's proposed contract.

*This Application Cycle is for Community Choice Schools opening not before (XX/XX/XX—date).*



## Community Choice Schools Application Directions to Founders

The Community Choice Schools Commission is held to the following Legislative Findings And Intent in considering the approval or denial of applications to establish Community Choice Schools.

**20-11-102. Community choice schools -- legislative findings and intent.** (1) The legislature finds, pursuant to the authority and duties provided in Article X, section 1(3), of the Montana constitution, that:

- (a) parents desire education options for their children;
- (b) expanding educational opportunities for K-12 education within the state is a valid public purpose; and
- (c) creating options that empower parents, encourage students to develop their full educational potential, provide a variety of professional opportunities for teachers, and encourage educational entrepreneurship is vital to the economic competitiveness of the state.

(2) It is the legislature's intent, pursuant to the authority and duties provided in Article X, section 1(3), of the Montana constitution, to create other public educational programs and institutions through choice schools. The purposes are to:

- (a) enable parents to make decisions on how best to educate their children;
- (b) provide other public educational opportunities for all students, especially those at risk of academic failure or academic disengagement;
- (c) encourage the use of different models of teaching, governing, scheduling, and providing instruction to meet a wide variety of student and community needs; and
- (d) advance Montana's commitment to the preservation of American Indian cultural identity, pursuant to Article X, section 1(2), of the Montana constitution, and to eliminate the American Indian achievement gap by encouraging participation in the choice school program by students, parents, and school districts in Indian country.

The Community Choice Schools Commission follows a comprehensive approach to the evaluation and approval of new school applications. The process and timeline for soliciting and considering new Community Choice school applications is outlined below.

Timeline (actual dates to be entered for each cycle)	Application Steps	Directions to Applicant
	1. Application Deadline Announced	The Community Choice Schools Application Deadline will be issued and posted by June 1 <sup>st</sup> of each year on the <a href="#">Board of Public Education's (Board) website</a> under the Community Choice Schools tab.
	2. On-going General Information Sessions	Potential Applicants will have an opportunity to engage in orientation sessions pertaining to the upcoming Application Cycle. Logistics about General Information Sessions will be posted on <a href="http://bpe.mt.gov">bpe.mt.gov</a> under the Community Choice Schools tab.



## Community Choice Schools Application Directions to Founders

	3. Notice of Intent	Applicants send the Community Choice Schools Commission a Notice of Intent to apply for a new Community Choice School.
ASAP after filing NOI	4. Background Checks	A Choice School Application shall not be considered complete until the background check results for each of the governing board members, founders, and any staff members involved in the Application are received by the Commission. The results of background checks can take weeks to process; therefore, fingerprinting should be initiated as soon as possible. Commission receipt of criminal background check results must precede the application deadline date.
Following submission of NOI	5. Request Access to the Application Platform	Applicants may begin submitting requests to the Commission Director (insert email) to access the application platform in which they will be able to begin drafting their Application before final submission.
	6. Register for a Pitch Meeting	Applicants are highly encouraged to sign up for a 30-minute Zoom meeting with the Commission’s Application Review Subcommittee to present a pitch of their school model and ask clarifying technical questions. (Link to sign-up)
	7. Pitch Meetings	Applicants pitch their model and ask clarifying technical questions to the Commission’s Application Review Subcommittee in a 30 minute Zoom meeting.
	8. Phase I: Written Applications Deadline	Applications can be submitted to the Commission until 5:00 p.m., Mountain Time. All Applications must be submitted electronically via the Application Platform. Each Applicant will be notified by email within 24 hours of receipt of the Application.
	9. Interview & Public Forum Scheduling	Applicants will be contacted by the Commission’s Application Review Subcommittee to schedule a public forum and interview with each applicant team.
	10. Written Application Review	Written Applications will be reviewed by the Commission’s Application Review Subcommittee based on the Community Choice Schools Application Evaluation Criteria, a policy that guides the Commission’s decision to approve or deny a Choice School application.
	11. Phase II: Public Forum	The Applicant team makes a presentation of their proposed school to the resident community, Director, and Members of the Application Review Subcommittee. The presentation is followed by an opportunity for the public to offer their comments. Public Forums will be held in the community of the proposed school. The purpose of the Forum is to understand community needs, gauge outreach efforts, and the ability to build authentic relationships with families and stakeholders.



## Community Choice Schools Application Directions to Founders

	12. Phase III: Applicant Interviews with the Commission	Applicant Teams will participate in an interview with the Commission's Application Review Subcommittee. The interview allows the Commission to seek clarification on content submitted in the Application, and it is also an opportunity to go deeper into the Applicant Team's capacity, connection with community, and ability to problem solve via challenge scenarios.
	13. Application Summaries Presented to the Board of Public Education	The Commission Director will make a summary presentation of each application to the BPE.
	14. Application Deliberation	Each application will be deliberated individually in an open meeting by the Commission Members. Members of the BPE Charter Subcommittee members, the BPE Chair, and the BPE's Executive Director may join the Commission in formal deliberations about each Application, but only Commission Members will vote. Applicants are encouraged to attend. Meeting dates and agendas can be found on the BPE's website under the Community Choice Schools tab.
	15. Notice of Application Approval or Denial	<p>Applicants will be notified via phone and in writing of the approval. Approved Applications will advance to the Contracting stage.</p> <p>Denied Applications will be provided with a written explanation as to why the Application was denied. Applicants may re-apply in any future Application Cycle.</p>
	16. Contracts Issued	Applicants will be sent contracts for signing within 45 business days of approval, provided the applicant agrees to the terms of the Commission's proposed contract.
	17. Optional Year Zero Start-up Support Program	Community Choice School founders, school leaders, team members, and governing board cohorts are invited to meet monthly for training; 1-1 consulting with Commission Director including expert guests, asynchronous trainings & practical information sessions, community of practice groups to ensure all components of the academic, operational, cultural, and financial models of the application and contract are ready to launch opening day.



## Community Choice Schools Criminal Background Check Procedures for Proposed School Applicants

NOTE: A Choice School Application shall not be considered complete until the background check results for each of the governing board members, founders, and any staff members involved in the Application are received by the Commission; therefore, receipt of criminal background check results must precede the application deadline date. The results of background checks can take weeks to process; therefore, fingerprinting should be initiated as soon as possible. Electronic results will automatically be sent to the Commission for final determination.

The Montana Community Choice Schools Commission (Commission), in cooperation with the Administrative Rule of Montana 10.57.201A CRIMINAL HISTORY BACKGROUND CHECK and the National Child Protection Act of 1993, requires all Community Choice School (Choice School) applicants adhere to the following criminal background checks procedures.

The National Child Protection Act of 1993, as amended, (codified at 42 United States Code sections 5119a and 5119c) (the "Act") authorizes a state and national criminal history background check to determine the fitness of an employee, volunteer, or other person with unsupervised access to children, the elderly, or individuals with disabilities. The purpose of this policy is to support the Commission's duty to determine whether governing board members, founders, and staff have been convicted of a crime that bears upon the applicant's fitness related to the safety and wellbeing of children.

[20-11-119 Community Choice School Operation and Autonomy \(7\)\(c\)](#) Teachers and other school personnel, as well as governing board members, are subject to criminal history record checks and fingerprinting requirements.

All applicants completing a proposed school application shall follow the Commission Criminal Background Check Policy. Each individual named in the application shall submit the results of their background check to the Commission as a part of the application process. In the event someone on the application does not meet eligibility criteria, the proposed school application will be denied.

### Procedures for Community Choice School Applicants

1. Each of the following persons involved or known to be involved in the Choice School Application shall provide to the Montana Department of Justice information and material sufficient to obtain a fingerprint-based national criminal history background check:
  - a. all proposed governing board members;
  - b. all proposed founders;
  - c. all proposed staff members; and
  - d. all proposed volunteers.
2. To initiate the criminal history background check process, the applicant must submit a set of fingerprints on the appropriate form to the Montana Department of Justice. See the Directions for Obtaining a Criminal Background Check following these Procedures.
3. The applicant shall bear the costs of the fingerprinting and background check.
4. All proposed staff members and volunteers known at the time of application must have their background checks

submitted to the Commission for the application to be considered complete. This includes Governing Board members.

5. The Commission shall make a determination, on an individual basis, as to whether each person included in the proposed Choice School Application is fit to protect the safety and well-being of children. If any person on the Application has been convicted of, or is under pending indictment for, a crime that bears upon the applicant's fitness related to the safety and well-being of children, the applicants will be advised to remove that person from the operations of the school before turning in the final Application.
6. Conviction, including conviction following a plea of nolo contendere, a conviction in which the sentence is suspended or deferred, or any other adjudication treated by the court as a conviction, may be considered in determination by the Commission if the conviction was for a sexual offense, a crime involving violence, the sale of drugs, theft, or any other offense related to public health, welfare, and safety as it applies to the safety and welfare of children.
7. The Commission will not publicly post the results of any background checks.
8. After receiving notice of a Does Not Meet Eligibility Criteria Determination, an applicant may challenge the accuracy and completeness of any information contained in any such report through the Montana Department of Justice procedures. The applicant has 10 days to contact the state or agency in which the record was created to make corrections. The applicant must then provide the Commission with a copy of the corrected background report provided by and notarized by the State Identification Bureau. Note, time is of the essence in the proposed Choice School application process. The fee associated with obtaining a copy of the state record provided by the State Identification Bureau will be the responsibility of the applicant.

Applicants wishing to challenge their record may follow the directions below to obtain a copy of their background report.

- a. For a copy of a Montana State criminal history record: The individual can obtain a record online at: <https://doj.egovmt.com/choprs/name-based> NOTE: The name-base record search conducted through the state online service may not have the same results as one requested with a set of fingerprints.
- b. For an FBI criminal history federal fingerprint based background check and information about record review and challenge the applicant can go to the following website: <https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>

The Following Fingerprinting Process is Required to Obtain a Criminal History Background Check

NOTE: Applicants should allow at least 15 business days for receipt and processing of background check results. Please plan ahead as a proposed Choice School Application will be incomplete without all background checks.

- 1) Prior to fingerprinting, all applicants must review and sign the Applicant Rights and Consent to Fingerprint as well as review the Privacy Act Statement. These documents are available on the [Community Choice Schools website](#) under the Resources tab along with directions for submitting the signed Applicant Rights and Consent to Fingerprint to the Commission Director. The signed form is kept in the applicant's file for 5 years or the length of employment, whichever is longer.
- 2) Go to your local law enforcement agency or any other agency offering fingerprinting services. Request that your fingerprints be taken for a federal background check. Fingerprints must be clear. Smudged or unclear prints will be rejected by the FBI. Therefore, it is recommended that you complete and submit two fingerprint cards, to ensure that your background check can be completed in a timely manner. A fee is

charged for fingerprinting, this fee may vary depending upon the agency. Remember to have two fingerprint cards completed.

- 3) Fill out the fingerprint cards with your personal information and agency information as provided below. See the example fingerprint card following these instructions.
- a) Name
  - b) Date of birth
  - c) Citizenship
  - d) Social security number
  - e) Descriptive data
  - f) Signatures of both the applicant and person capturing the fingerprints
  - g) Employer and address field should also contain the Agency name in which the background results will be sent.
    - i) Employer and Address: Your School Name & Address
    - ii) Agency Name: Community Choice Schools Commission
  - h) Reason fingerprinted field should contain the authority and purpose: NCPA/VCA (include specific employment purpose ie teacher, administrator, governing board member)
  - i) The ORI field should contain the correct ORI of the requesting agency: MT025025Y
  - j) OCA field should have the requesting agency's identification number: MTSC00307

4) Do not fold the completed fingerprint cards.

- 5) Write a check payable to the Montana Department of Justice for their processing fee based on the options below for either employees (\$30.00) or volunteers (\$25.00).
- A. Federal Fingerprint-Based Check for Employment \$30.00  
For background checks conducted for pre-employment, employment, and licensing purposes. This background check and fee includes the Montana (WIN) check, as required by the FBI. Statutory authority is required to conduct these checks. Please contact the Department of Justice if there are questions regarding the statutory authority.
  - B. Federal Fingerprint-Based Check For Volunteers \$25.00  
For background checks conducted on "Volunteers," under the statutory authority of National Child Protection Act, as amended by the Volunteers for Children Act (NCPA/VCA). This background check and fee includes the Montana (WIN) check, as required by the FBI. Along with statutory authority, "Reason Fingerprinted" field must also state "Volunteer" and the role of the worker or volunteer. If "Volunteer" is not present in the Reason Fingerprinted field at the time the fingerprint card is submitted for processing, the full fee of \$30.00 will be assessed. (Fee adjustments will not be made if "Volunteer" was not present in Reason Fingerprinted filed at the time of processing; we will have already been charged the full fee by the FBI.)

6) Mail the completed fingerprint cards along with a check payable to the Montana Department of Justice to:

Montana Department of Justice Criminal Records & Identification Services  
PO Box 201403 Helena, MT 59620-1403





## Information Sessions Procedures

Dates:

Request Zoom Link: email [cathy.kincheloe@mt.gov](mailto:cathy.kincheloe@mt.gov)

Format: The Commission Director will present an introduction to Community Choice Schools and details of the Proposed School Application process including distributing the Founder Potential School Application Guidebook with time for questions from potential school founders.

Duration: 45 - 60 minutes



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## Notice of Intent to Submit a Proposed School Application

An applicant must submit a Notice of Intent to apply for a Community Choice School. The NOI must be submitted via email to [ENTER EMAIL]. Applicants must use the NOI template below.

Proposed School Information	
Name of proposed school	
Primary contact person	
Email	
Phone	
Mailing address	
Proposed location of the school (city/town and school district)	

Proposed Grades and Enrollment		
Charter Year	Grade Level(s)	Enrollment
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
At Capacity		

Additional School Information		
We plan to apply as a:		
<input type="checkbox"/> New School	<input type="checkbox"/> Replication of Existing School	<input type="checkbox"/> Conversion School (from existing to Choice)
Do any of the following describe your organization, or the school/campuses you will propose?		
Seeks approval for multiple campuses under a single charter. If yes, please indicate how many. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Already operates schools elsewhere in the U.S. If yes, please indicate where. <input type="checkbox"/> Yes <input type="checkbox"/> No		

Will contract or partner with an education service provider (ESP). If yes, please indicate the name of the ESP. <input type="checkbox"/> Yes <input type="checkbox"/> No	
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Founding Team Including Board Members and Proposed School Leader(s)		
Full Name	Current Role and Organization	Role with Proposed School

Proposed School Description	
State the proposed school's mission statement.	
Provide a brief overview of the proposed school's education model.	

Community Engagement	
Provide a bulleted list of the community engagement the founding team has done to date.	

Signature of Applicant's Authorized Representative

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Role with Applicant Organization*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*



## Proposed School Founder Application Platform Directions

Upon receipt of the Notice of Intent to Apply, Applicants will receive an email with a login and directions for submitting the final application in the Epicenter platform.

FAQs: <https://support.epicenternow.org/home/application/applicants-faqs/>

Applicants can find resources for navigating the Epicenter platform within the platform.



## Proposed School Application Pitch Meeting Procedures

### Policy Related to Conducting Applicant Pitch Meetings

Applicants are encouraged to request a 30-minute Zoom meeting with the Commission's Application Review Subcommittee to practice elevator pitches. Each team should be prepared to deliver two pitches: 1) to families when recruiting students; and 2) to potential funders. The founders should demonstrate a compelling model, showcase the founding team's capacities, and demonstrate their readiness to execute the proposed model.

#### Logistics

- Notice to Applicants: Included in Application Directions posted on BPE website
- Dates: First Wednesday in December/TBD
- Duration: 30 minutes
- Scheduling: Director to post link to sign-up on BPE page
- Attendees: Commission Application Review Subcommittee Members, Commission Director, Applicants
- Location: Zoom

#### Pitch Meeting Schedule

- Introductions (3 mins)
- The Recruitment Pitch (5-10 mins)
  - Commission Members offer feedback and ask clarifying questions
- The Funders Pitch (5-10 mins)
  - Commission Members offer feedback and ask clarifying questions
- Applicant Questions to Commission (5-10 mins)
  - Applicants may ask clarifying questions about the application and contracting processes

#### Components to Consider when Creating the Pitches

- Introduction, Vision, and Mission
  - Highlight relevant expertise of the founding team
  - Briefly outline the school model and development progress
  - Clearly articulate the proposed school's mission and vision
- School Model Overview
  - Provide an overview of key design elements
  - Explain how the model aligns with community priorities
- Community Engagement and Research
  - Share how the founding team has engaged with the community so far
  - Highlight insights from the community that have shaped the school's model
- Plan of Execution
  - Outline a high-level plan for launching the school, including aspirations for board development, hiring, continued community engagement, and facilities acquisition
  - Address any partnerships or resources that will support implementation

#### Resources

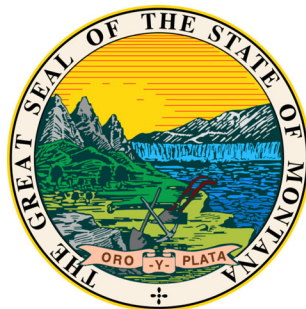
- [NACSA Guide to Pitch Meetings](#)
- [NCSI Bold by Choice Episode Three: The Charter Application](#)



MONTANA  
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# Proposed School Application

**[Application Date]**



## Introduction

The Montana Community Choice Schools Commission (Commission) is issuing this Request for Applications for the establishment of Community Choice Schools in Montana, in accordance with statutory requirements. The Commission is seeking applications that align with its strategic vision for chartering schools. Applications must demonstrate an understanding of the authorizer’s Performance Framework for oversight and evaluation. Further information pertaining to Community Choice Schools Law, the Commission’s strategic vision, its mission, policies and procedures, and the Founder Proposed School Application Guidebook can be found on the Choice Schools tab on the [Board of Public Education’s](#) website.

### Commission’s Strategic Vision

The vision of the Community Choice Schools Commission is to develop the full educational potential of each student by fostering a diverse and dynamic public education landscape.



### **Commission’s Our Promise**

As duly appointed Members of the Montana Community Choice Schools Commission, we embrace our responsibility to serve as stewards of educational opportunity and the public trust. We are committed to helping realize the full promise of our Constitution—for every student, in every community.

### **Commission’s Guiding Principles**

1. **Students First, Always:** Student success is our north star. We want every student to experience the transformative power of a great education.
2. **Stewards of the Public Trust:** We exercise our authority with transparency, discipline, and humility. Credibility is foundational — and we understand that trust must be earned, not assumed. We seek to build enduring trust with families, educators, communities, tribes, and policymakers through every decision we make.
3. **Authorizing for Systems Change:** We don’t just authorize schools—we help foster a more responsive, innovative, and effective public education system.
4. **Excellence is the Expectation:** Students deserve our best. That’s why we set a high bar for schools, boards, authorizers, and ourselves.
5. **Community-Centered Innovation:** We listen to and elevate local voices and context—especially in rural and tribal communities—in order to create the conditions where excellence can thrive.
6. **Clarity and Courage in Decision-Making:** We lead transparently and act with integrity. We face difficult decisions with moral clarity and constitutional conviction.

### **Commission’s Core Values and Commitments**

<p><b>Courage</b> We make bold decisions in the best interests of students, even under pressure.</p>	<p><b>Respect</b> We communicate. We honor the dignity of students, families, educators, and tribes.</p>	<p><b>Integrity</b> We follow through. We are fair, honest, and grounded in our principles and purpose.</p>	<p><b>Service</b> We act with intention and humility. We exist to serve the people, not ourselves.</p>	<p><b>Transparency</b> We share our rationale, invite public understanding, and welcome accountability.</p>	<p><b>Learning</b> We grow through reflection, data, feedback, and the wisdom of Montana’s people.</p>
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### **Commission’s Core Purpose**

1. To authorize, oversee, and hold accountable public community choice schools for fulfilling the terms of their contracts.
2. To approve, oversee, and evaluate the effectiveness of public community choice school authorizers.

## **Application Guidelines**

Applicants interested in submitting an application to establish a Community Choice School in Montana must follow these requirements:

- Applicants must be nonprofit organizations, exempt from federal taxation under section 501c(3) of the Internal Revenue Code.
- Applicants may submit proposals to only one authorizer at a time;
- The complete application narrative may not exceed 100 pages, not including exhibits such as budgets, facility photos/designs, letters of support, etc.;
- Follow all submission instructions; and
- Adhere to application deadlines.

## **Application Process**

The process for submitting and reviewing an application to establish a community choice school in Montana will include the following:

- Email acknowledgement upon receipt of Application;
- Notification of the expected timeline for approval or denial;
- A thorough evaluation of written Applications, in-person interviews, and public forums for community input and public comment;
- Applicants will be approved or denied within sixty (60) business days of filing, or one hundred and twenty (120) business days if more than three (3) Applications are received;
- Approval or denial decisions are adopted in an open meeting of the Commission; approval decisions may include reasonable conditions; and
- Denied applicants will receive clear reasons for denial and may reapply in future application cycles.

## **Selection Criteria**

In reviewing and selecting which applications to approve, the Commission will ensure the following:

- Selection criteria are aligned with the authorizer's Performance Framework;
- All Applications are evaluated using procedures consistent with nationally recognized standards for evaluating charter applications;
- Selection decisions are based on documented evidence collected through the Application review process. The Commission will follow review and approval policies and practices that are transparent and are based on merit and avoid conflicts of interest or any appearance of conflicts of interest;
- Application approval will only be granted to applicants that have demonstrated competence in each element of the published approval criteria and are likely to open and operate a successful Community Choice School; and
- Applicants showing a commitment to seek out and serve students at-risk of academic failure, academic disengagement, to advance Montana's commitment to the preservation of American Indian cultural integrity, or to eliminate the American Indian achievement gap will be considered with greatest eagerness in the application process.

## Application Components

### Community Choice School Applicant Information Form

Please complete and submit the form found in **Appendix A**.

#### Section I: Executive Summary

Provide an executive summary of your proposed community choice school not to exceed 3 pages (12-pt font, single spacing, standard margins). In your summary, please be sure to include the following information:

1. **School Name:** Proposed name of school;
2. **School Mission:** Vision and mission of the school;
3. **Target Population:** Student population and community to be served;
4. **Community Support:** Evidence of need and community support for the proposed school.
5. **Pedagogy:** Key design elements and approach to instruction and assessment;
6. **Location:** Location of the school;
7. **Grades Served:** Grades to be served each year for the full term of the charter contract.
8. **Please complete and submit the projected enrollment chart found in Appendix B;**
9. **Planned Enrollment:** Minimum, planned, and maximum enrollment each year for the term of the charter contract;

#### Section II: Board Governance and School Leadership

Provide an overview of your proposed school's board governance plan. In the overview, please be sure to include the information listed below and **complete and submit the Board Governance Information Form found in Appendix C**.

1. **Bylaws:** Proposed governing bylaws;
2. **Board Members:** A list of founding governing board members including
  - a. individual background information (resumes);
  - b. evidence of current background checks;
  - c. a list describing collective experience and expertise related to education, legal compliance, real estate and facilities, financial management or accounting, fundraising and development, and community engagement; and
  - d. signed Disclosure Forms in Appendix D
3. **Proposed Administration:** If identified, the names and experience of the proposed school leader and management team; if not yet identified, please provide the search criteria and timeline.

**Section III: Academic Program and Performance:** Provide an overview of your proposed school's academic program. In your overview, please be sure to include the following information:

- a. **Academic Program:** A detailed description of the academic program, including identification of the planned standardized assessment to formally measure student achievement on an annual basis;
- b. **Curriculum and Instruction:** A description of the instructional design, including the type of learning environment, class size and structure, curriculum overview, and teaching methods;
- c. **Learning Environment:** Describe expectations for student behavior, including how the expectations will be taught and reinforced. Describe discipline policies for all students, including those for special education students;
- d. **Student Assessment:** A description of the student assessment plan beyond the annual standardized assessment;
- e. **Students with Special Needs:** A description of plans to identify and successfully serve students with disabilities, students who are English Language Learners, students who are academically challenged, and gifted students, in compliance with applicable law and regulations;
- f. **Professional Development:** A detailed professional development plan for instructional staff in the preoperational year and the first year of operation to ensure the proposed program can be implemented with fidelity; and
- g. **Extracurricular Programs:** A description of cocurricular or extracurricular programs, if any, and how the programs will be funded and delivered.

- h. **Graduation Requirements** (for high schools only): A description of the requirements for high school graduation and the process for awarding degrees and issuing diplomas.

#### **Section IV: Operations Plan**

Provide an overview of your proposed school's operations plan. In your overview, please be sure to include the following information:

1. **School Enrollment:** Plans and timelines for student recruitment and enrollment, including lottery procedures;
2. **School Schedule:** Proposed school calendar and proposed daily schedule;
3. **Organizational Structure:** An organizational chart that clearly presents the proposed school's organizational structure, including lines of authority and reporting between the governing board, staff, related bodies such as advisory bodies or parent and teacher councils, and any external organizations that may play a role in managing the school;
4. **Roles and Responsibilities:** a clear description of the roles and responsibilities for the governing board, the proposed choice school's leadership and management team, and other entities shown in the organizational chart;
5. **School Staff:**
  - a. A staffing chart for the proposed school's first year and a staffing plan for the term of the charter contract;
  - b. Specific plans for recruiting and developing school leadership, teachers and staff; and
  - c. The proposed school's leadership and teacher employment policies, including performance evaluation plans.
6. **Parent Involvement:** Opportunities and expectations for parent involvement;
7. **Contracts:** An explanation of any partnerships or contractual relationships central to the proposed school's operations or mission;
8. **Transportation:** An explanation of plans for how students will be transported to and from school and plans that have been made to provide for safe drop off and pick up of students;
9. **Food service:** A description of plans for providing food to students, including but not limited to compliance with requirements for the provision of breakfast and lunch to students who meet free and reduced-price meals eligibility guidelines; and
10. **School Facility:** A sound facilities plan, including backup or contingency plans.

#### **Section V: Financial Plan**

Provide an overview of your proposed school's financial plan. In the overview, please be sure to include the following information:

1. **Financial Policies:** A description of the proposed school's financial plan and policies, including financial controls and audit requirements;
2. **Insurance:** A description of the insurance coverage the proposed school will obtain upon acceptance of the charter contract;
3. **Budgets:** Preoperational/startup budget (year 0) and budgets for years 1 through 5 with clearly stated assumptions for all revenues and expenditures;
4. **Cash Flow Projections:** Startup and first-year cash flow projections with clearly stated assumptions; and
5. **Fundraising:** Evidence of anticipated fundraising contributions (e.g. letters of commitment from individuals and organizations), if mentioned in the plan.

#### **Section VI: Special Situations**

If you are planning to open a school in a Third Class elementary or high School district, convert an existing school to a community choice school, contract with an educational service provider or are currently operating as a virtual school, please provide the additional information requested below as appropriate to your application.

1. **Third Class Districts:** If proposed location will be within the geographical boundaries of a third-class elementary district or third-class high school (a district population less than 1,000 as coded by The Office of Public Instruction), provide evidence of the following:
  - a. The choice school is a tribal choice school;
  - b. The choice school is a virtual community choice school;

- c. The third-class district has elected to establish a community choice school;
  - d. The third-class district has elected to convert a grade or grades to a choice school from an existing school;
  - e. The governing board of the choice school has received approval, by majority vote, of a memorandum of understanding from the third-class school district's board of trustees.
- 2. School Conversion:** In the case of a proposal to establish a choice school by converting an existing traditional public school to choice school status, a request for proposal must also require the applicants to demonstrate support for the proposed choice school conversion by:
- a. A petition of support signed by a majority of teachers or a majority of the local school board,
  - b. A petition of support signed by a majority of parents of students in the existing traditional public school.
- 3. Educational Service Providers:**
- a. Provide evidence of the educational service provider's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions;
  - b. The proposed duration of the service contract;
  - c. The roles and responsibilities of the governing board, the school staff, and the educational service provider;
  - d. The scope of services and resources to be provided by the educational service provider;
  - e. The method and timeline for evaluating the educational service provider;
  - f. A compensation structure, including clear identification of all fees to be paid to the education service provider;
  - g. Methods of contract oversight and enforcement;
  - h. Investment disclosure;
  - i. Conditions for renewal and termination of the contract;
  - j. Disclosure and an explanation of any existing or potential conflicts of interest between the governing board and the proposed education service provider or any affiliated business entities.
- 4. Virtual Schools:**
- a. A description of the proposed school's system of course credits;
  - b. A description of how the proposed school will monitor and verify full-time student enrollment, student participation in a full course load, credit accrual, and course completion;
  - c. A description of how the proposed school will monitor and verify student progress and performance in each course through regular, proctored assessments and submissions of coursework;
  - d. A description of how the proposed school will conduct parent-teacher conferences.
- 5. Out-of-State Providers:** Applicants that currently operate one or more schools in any other state or nation must additionally provide:
- a. Evidence of past performance of all schools currently in operation;
  - b. Identify any schools that were closed or charters that were revoked or not renewed for any reason;
  - c. The organization's current capacity for growth and plans for developing capacity to support the proposed school(s) in Montana.

## Section VII: Startup Plan

Provide a detailed school startup plan. Be sure to identify specific tasks, including timelines, sequence, and assignment of responsible individuals.

## Section VIII: Optional Supplemental Information

1. **Pedagogical Approach:** What is your educational approach/model (pedagogy) behind why you want to offer this curriculum to your community?
2. **Indian Education for All:** How will your proposed school include Indian Education for All within the curriculum?
3. **Board Training:** A description of onboarding and planned training of board members.
4. **Postsecondary Readiness:** Will the educational approach/model prepare students to meet the standards for acceptance into the Montana University System?
5. **Wellbeing:** What is your plan to attend to the wellbeing of the students and overall school community? (What resources, if any, will you have available for families?)

6. **Parent, Family and Community Engagement:** Describe plans for meaningful engagement supportive of the initial and continued development of the school, including detailed plans for keeping parents, families, and the greater community informed and involved in your Choice School.

**Appendices**

- A. Applicant Information Form
- B. Projected Enrollment
- C. Governing Board Member Information
- D. Signed Disclosure Forms
- E. Five Year Budget Projection
- F. Pre-Approved Assessments
- G. Application for Founder Proposed Assessment

**Appendix A**  
**Applicant Information Form**

Applicant Information		School Information	
Date:		Proposed Name:	
Name:		Grades:	
Address:		Location:	
Phone Number:		Opening Date:	
E-mail Address:		Type:	New School Conversion Virtual Replication School
Application Team Information			
Name	Role	Phone Number	E-mail

**Appendix B**

**Projected Enrollment Form**

<b>Year of Operation</b>	<b>K</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>Total</b>
Year 1														
Year 2														
Year 3														
Year 4														
Year 5														
Year 6														
Year 7														
Year 8														
Year 9														
Year 10														
Year 11														
Year 12														

**Appendix C  
Governing Board Member Information Form**

<b>Name of Proposed Board Member</b>	<b>Current Occupation</b>	<b>Background/Expertise</b>	<b>Phone Number</b>	<b>E-mail</b>

**Appendix D**

### Signed Disclosure Forms

THIS FORM MUST BE COMPLETED BY EACH MEMBER OF THE FOUNDING TEAM AND THE BOARD OF DIRECTORS

The intent of this form is to identify any potential conflicts of interest that may be created in the event the charter school application is approved. Members of the Founding Team and the Board of Directors are asked to complete this form based on knowledge of affiliations at the time of submission of the application. If a conflict of interest concern is identified, the Commission reserves the right to refer the matter to its Executive Committee for resolution prior to the opening of the school.

<b>Instructions: If you answer “yes” to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.</b>		<b>No</b>	<b>Yes</b>
1.	Do or will you or your spouse have any contractual agreements with the proposed Community Choice School?		
2.	Do or will you, your spouse or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed Community Choice School?		
3.	Did or will you or your spouse lease or sell property to the proposed Community Choice School?		
4.	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed Community Choice School?		
5.	Have you or your spouse guaranteed any loans for the proposed Community Choice School or loaned it any money?		
6.	Are or will you, your spouse or any member of your immediate family be employed by the proposed Community Choice School, its ESP or other contractors?		
7.	Did you or your spouse provide any start-up funds to the proposed Community Choice School?		
8.	Did or do you or your spouse, or other members of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity which would answer “yes” to any of the questions 1-7?		
9.	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Directors?		
10.	Do you currently serve as a member of the board of any Community Choice School?		
11.	Do you currently serve as a public official?		
12.	Have you, your spouse or any member of your immediate family applied to establish or participated in the establishment of a Community Choice School?		
13.	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed public charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed Community Choice School?		
Printed Name:			
Title:			
Signature:		Date:	

**Five Year Budget Projection**  
**LINK: [Application Budget Workbook Spreadsheet](#)**

**Appendix F**  
**Pre-Approved Standardized Assessments**

Below are the standardized assessments the Commission has pre-approved for use in Community Choice Schools. More information on each assessment can be found under the Resources tab of the Community Choice Schools website (<https://bpe.mt.gov/COMMISSION-RESOURCES>). Due diligence should be conducted in selecting an assessment that best matches the Choice School's instructional model and standards. In the event an applicant desires to propose the use of a standardized assessment not on this list, the applicant must submit the Application for Founder Proposed Assessment found in Appendix G of the Proposed School Application.

**The Northwest Education Association Measures of Academic Progress (NWEA MAP)** is a norm-referenced assessment with a large national sample, stable scaled scores, and well documented growth measures, including conditional growth percentiles. It includes detailed technical documentation and is widely used for accountability purposes.

- Assessment solutions for grades K-12
- There are limitations in grades 9-12 with the growth measures

**The iReady Diagnostic** is a criterion-referenced assessment that provides detailed information about student skill development. It measures performance against grade level standards, includes a growth component, and aligns closely with instructional planning resources.

- Assessment solutions for grades 3-8

**The Montana Aligned Standards Test (MAST)** is the state summative assessment. It provides criterion-referenced proficiency determinations aligned to Montana standards and is required for state and federal accountability. At this time, MAST does not support growth reporting until additional longitudinal data are available.

- Assessment solutions for grades 3-8

**The American College Test (ACT)** is an assessment that Montana uses as part of their comprehensive assessment system. Students take the assessment in 11th grade. The ACT, together with the preACT, provides valid and reliable measures of student proficiency, growth and postsecondary readiness. It's important to note that in order for the ACT to provide a measure of growth students must take the assessment more than once.

- Assessment solutions for grades 8-11
- preACT can be taken in 8th-10th grade
- ACT for grade 11

## Application for Founder Proposed Assessment

This form is intended to be completed by the applicant if the applicant is proposing to use an assessment that is not included in the Appendix of Pre-Approved Assessments.

Proposed Assessment Overview	
Assessment Name	
Vendor/Developer	
Reason for Choosing this Assessment	
Provide evidence that the assessment measures all academic components required in the Performance Framework.	
Literacy	
Mathematics	
Proficiency	
Growth	
For All Subgroups of Students	

Section I: Face Validity & Practical Significance		
<p><i>Validity</i> refers to the degree to which evidence and theory support the interpretations of test scores for their intended purposes. A valid assessment measures what it purports to measure and supports accurate inferences about student learning. Validity is not a property of the test itself but of the specific uses and interpretations of test results. Common types of validity evidence include <b>content validity</b> (alignment with intended skills or standards), <b>construct validity</b> (theoretical soundness), and <b>criterion-related validity</b> (correlation with other measures).</p>		
Criteria	Possible Sources of Evidence	Describe how criteria are met referencing key sources of evidence.
The assessment clearly articulates what it is intended to measure.	<input type="checkbox"/> Vendor Overview <input type="checkbox"/> Technical Manual	
The intended constructs align to the needs to inform instruction and measure achievement.	<input type="checkbox"/> Statement of Use <input type="checkbox"/> School Rationale	
The assessment purpose supports the Commission's requirement to evaluate achievement.	<input type="checkbox"/> Connection to Performance Framework Targets	
Additional Comments		

Section II: Content Validity and Alignment to Standards

*Validity* refers to the degree to which evidence and theory support the interpretations of test scores for their intended purposes. A valid assessment measures what it purports to measure and supports accurate inferences about student learning. Validity is not a property of the test itself but of the specific uses and interpretations of test results. Common types of validity evidence include **content validity** (alignment with intended skills or standards), **construct validity** (theoretical soundness), and **criterion-related validity** (correlation with other measures).

Criteria	Possible Sources of Evidence	Describe how criteria are met referencing key sources of evidence.
The content of the assessment is clearly aligned with the Performance Framework and the targets contained within it.	<input type="checkbox"/> Alignment Study <input type="checkbox"/> Crosswalk	
The assessment items match expected cognitive demand.	<input type="checkbox"/> Blueprint <input type="checkbox"/> Depth-of-Knowledge Mapping	
Documentation is provided on how the assessment is aligned to relevant standards (criterion referenced) or evidence of the assessment's relationship to students within the choice school (norms referenced)?	<input type="checkbox"/> Norms Manual <input type="checkbox"/> Alignment Documentation	
Additional Comments		

Section III: Evidence of Validity

*Validity* refers to the degree to which evidence and theory support the interpretations of test scores for their intended purposes. A valid assessment measures what it purports to measure and supports accurate inferences about student learning. Validity is not a property of the test itself but of the specific uses and interpretations of test results. Common types of validity evidence include **content validity** (alignment with intended skills or standards), **construct validity** (theoretical soundness), and **criterion-related validity** (correlation with other measures).

Criteria	Possible Sources of Evidence	Describe how criteria are met referencing key sources of evidence.
The assessment developer provides validity evidence (correlations with other established measures, comparisons of score groups, predictive validity).	<input type="checkbox"/> Technical Report	
Item-level analyses that show that items behave as expected (discriminate between students of different proficiency levels).	<input type="checkbox"/> Item Analysis Summary	

The assessment developer provides documentation that the assessment was reviewed by Subject Matter Experts (SMEs).	<input type="checkbox"/> SME Validation Documentation	
The assessment developer provides documentation on how they ensure that the assessment works similarly for different demographic groups.	<input type="checkbox"/> Differential Item Functioning <input type="checkbox"/> Bias Analysis	
Additional Comments		

Section IV: Evidence of Reliability		
<i>Reliability</i> refers to the consistency, stability, and precision of test scores. A reliable assessment yields similar results under consistent conditions, meaning that differences in scores are due to real differences in student performance, not random error or inconsistencies in test administration, scoring, or form. Reliability is a prerequisite for validity; without consistency, no valid interpretation can be made.		
Criteria	Possible Sources of Evidence	Describe how criteria are met referencing key sources of evidence.
The assessment developer provides a technical report that includes reliability statistics.	<input type="checkbox"/> Internal Consistency Coefficients <input type="checkbox"/> Test-retest Reliability <input type="checkbox"/> Alternate Form Reliability <input type="checkbox"/> Standard Error of Measurement	
The assessment developer reports separate reliability statistics for different subgroups.	<input type="checkbox"/> Reliability by Subgroup	
The reliability coefficients are reasonably high.	<input type="checkbox"/> Reliability Coefficients greater than or equal to 0.8	
The assessment has a <i>reasonable</i> standard error of measurement (SEM) or information about the assessment's precision.	<input type="checkbox"/> SEM Tables	
Additional Comments		

Section V: Evidence of Alignment
----------------------------------

*Alignment* refers to the degree of correspondence between curriculum standards, classroom instruction, and assessment. It ensures that what students are taught (the implemented curriculum) and what is measured (the attained curriculum) both reflect what educators intend students to learn (the intended curriculum). A well-aligned system allows assessment results to serve as valid indicators of whether students have met established learning goals.

The tripartite curriculum model, first articulated by researchers such as Porter (2002) and Webb (1997) describes three components that must be coherently linked:

- **Intended curriculum:** The learning objectives and academic standards that define what students are expected to know and be able to do.
- **Implemented curriculum:** The content actually taught and experienced in classrooms.
- **Attained curriculum:** What students have learned, as reflected in assessment results.

When assessments are aligned to curriculum standards, they provide meaningful feedback about both instructional effectiveness and student learning. Misalignment, such as assessments emphasizing skills or knowledge not covered in standards or instruction, reduces validity and can lead to misleading conclusions about school or student performance.

Criteria	Possible Sources of Evidence	Describe how criteria are met referencing key sources of evidence.
The assessment clearly links to the content standards chosen by the school.	<input type="checkbox"/> Content Alignment Study	
The content domains, cognitive processes, and skills measured by the assessment are consistent with those emphasized in the chosen standards.	<input type="checkbox"/> Content Alignment Study	
Additional Comments		

### Section VI: Evaluating Growth Measures

*Growth* refers to the change in a student’s achievement over time, usually from one testing period to another. Unlike achievement, which represents an absolute level of performance, growth measures the progress a student has made relative to their prior performance. Growth measures can be expressed in scale score gains, student growth percentiles (SGPs), or other model-based estimates.

A key concept in growth measurement is conditional growth. Conditional growth metrics (such as Conditional Growth Percentiles, or CGPs) evaluate a student’s progress in relation to peers who started at the same prior achievement level. This approach acknowledges that expected progress is not uniform:

- Students who begin at lower achievement levels may need to grow faster than their peers to “catch up.”
- Students already performing at high levels have less room for measurable improvement but may still show strong conditional growth.

Criteria	Possible Sources of Evidence	Describe how criteria are met referencing key sources of evidence.
The assessment reports student-level growth metrics	<input type="checkbox"/> Growth Model Documentation	

that are reliable and replicable across administrations.		
Growth estimates are based on longitudinal data that track individual student progress over time.	<input type="checkbox"/> Growth Scaling Documentation	
The growth model is clearly specified (e.g., Conditional Growth Percentiles, Student Growth Percentiles, or gain scores).	<input type="checkbox"/> Growth Model Guide	
The conditions for valid growth comparison are met.	<input type="checkbox"/> Consistent Scaling <input type="checkbox"/> Equated Test Forms <input type="checkbox"/> Similar Constructs Across Years	
The growth measure allows for conditional interpretation, meaning it accounts for the starting achievement level when evaluating progress.	<input type="checkbox"/> Conditional Growth Tables <input type="checkbox"/> Student Growth Percentiles	
Growth data can be aggregated to the school or subgroup level without introducing bias or instability.	<input type="checkbox"/> Technical Assurances	
Growth results are communicated in an interpretable way for educators, families, and policymakers.	<input type="checkbox"/> Growth Reports containing Growth Categories and/or Percentile Distributions	
Additional Comments		

**Section VII: Ensuring Equitable Results Across Subgroups - *Differential Item Functioning***

*Differential Item Functioning (DIF)* is used to ensure that an assessment item (question) on an assessment performs the same for students with the same underlying skill level. If they do not, and the difference is consistently tied to group membership such as gender, race, ethnicity, English learner status, disability status, or other relevant subgroups the item may be functioning differently in a way that raises fairness concerns. DIF does not automatically mean the item is biased, but it signals that something unrelated to the intended skill may be influencing performance. Assessment companies often include a small number of trial items in assessments to test new items for bias. Assessment companies also use subject matter experts (SMEs) to review the items before and after they have been trialed in a live assessment.

Criteria	Possible Sources of Evidence	Describe how criteria are met referencing key sources of evidence.
The assessment developer performs rigorous testing to	<input type="checkbox"/> Technical Report Fairness/Bias Section	

ensure the assessment is not impacted by demographic differences between subgroups.		
The assessment developer removes or revises test items based on Differential Item Functioning analysis.	<input type="checkbox"/> Revision Document	
Various demographic groups demonstrate comparable performance conditional on ability.	<input type="checkbox"/> Subgroup Impact Study	
Additional Comments		

Section VIII: Ensuring Accessible Assessment and Accommodations		
<i>Accessible assessment and accommodations</i> are tools and changes to testing procedures that allow students with disabilities to demonstrate their true knowledge without being limited by their disability. These adjustments ensure equal access by modifying, but not changing, the content or validity of what is being measured.		
Criteria	Possible Sources of Evidence	Describe how criteria are met referencing key sources of evidence.
The assessment developer documents and implements accessibility features that allow students to meaningfully access the assessment without altering the construct being measured.	<input type="checkbox"/> Accessibility Section of Technical Manual	
The assessment developer provides a clearly defined accommodations policy aligned with federal and state requirements (e.g., IDEA, Section 504).	<input type="checkbox"/> Test Administration Accommodations Policy	
The assessment platform supports assistive technologies and comply with recognized digital accessibility standards (e.g., WCAG 2.0/2.1)?	<input type="checkbox"/> Platform Specifications Accessibility Compliance Statement	
The assessment developer documents how accommodated administrations are handled in reporting and aggregation.	<input type="checkbox"/> Reports Section of Technical Manual	

<p>The assessment developer monitors accessibility performance and accommodation use over time to identify and address barriers.</p>	<input type="checkbox"/> Documentation of Monitoring <input type="checkbox"/> Updated Features & Practices	
<p>The assessment ensures accessibility for all students (including students with disabilities and English Language Learners) while preserving score validity.</p>	<input type="checkbox"/> ELL Accommodations Document <input type="checkbox"/> Scoring Section of Technical Manual	
Additional Comments		

<b>Applicant Signature</b>
<p>As the person responsible for submitting this application, I verify that all the information included in this Application is accurate and complete to the best of my knowledge.</p>
<p>Applicant's Signature:</p>
<p>Date:</p>



## Public Forum Procedures for Founders

### Policy Related to Public Forum

The Commission's Application Review Subcommittee and Director will attend a Public Forum hosted by the Applicant Team in their local community. The Applicant Team will make a presentation of their proposed school to the resident community and Commission followed by an opportunity for public comment.

### Logistics

- Dates: TBD/February and March
- Notice to Community: The Applicant Team will be responsible for making notice to the community
- Duration: 60 minutes
- Scheduling: Commission Director will coordinate scheduling with the main contact on the Written Application
- Posting: Meeting agenda, time, location posted on BPE website
- Attendees: Commission Application Subcommittee Members, Commission Director, Applicants, interested members of the local community
- Location: In person in the local community where the school will operate (preferably in the proposed school building if possible)

### Public Forum Schedule

- Introductions & Overview (10 mins)
- Presentation of the Proposed School Model (20 mins)
- Public Comment (30 mins)



## Application Interview Procedures for Founders

### Policy Related to Conducting Applicant Interviews

The Commission's Application Review Subcommittee and Director will conduct an interview with each Applicant Team. The interview allows the Commission to seek clarification on content submitted in the Application, and the interview is also an opportunity to go deeper into the Applicant Team's capacity, connection with community, and ability to problem solve via challenge scenarios.

### Logistics

- Notice to Applicants: Included in Application Directions posted on BPE website
- Dates: TBD/March or April
- Duration: 90 minutes
- Scheduling: Director to schedule with applicant within 3 days of application receipt
- Attendees: Commission Application Subcommittee Members, Commission Director, Applicants
- Location: Helena or TBD

### Interview Schedule

- Commission Introductions & Overview (10 mins)
- Founding Team Introductions (10 mins)
  - Invite the founding team to BRIEFLY introduce themselves and share their current and potential future role with the proposed school and their personal "why" for founding this school
- Interview Questions and Challenge Scenario (60 mins)
  - Ask probing questions based on the review team's assessment of the written application and other touchpoints to date. Focus questions on the people, model, and execution; assess for preparedness to move to the next stage of start-up.
- Closing (10 mins)
  - Provide an overview of the next steps in the application process. Invite questions related to the process from the founding team.

### Commission Debrief Immediately Following the Interview

- Application Subcommittee Members and Director discuss responses including interpretation of the team's ability to elaborate on their model, their capacity to offer multiple layers of solutions to challenges, and their efforts to connect to the community.

### Resources

- [NACSA Guide to New School Applications](#)
- [NACSA Capacity Interview Guidelines](#)
- [NCSI Bold by Choice Episode Three: The Charter Application](#)

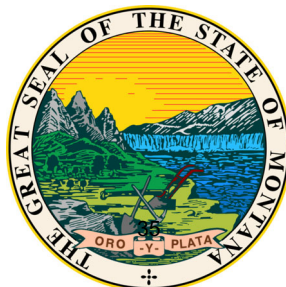


**MONTANA  
COMMUNITY  
CHOICE SCHOOLS**

# Charter Contract

## (Contract Dates)

<b>Choice School Name</b>	
<b>Choice School Mailing Address</b>	
<b>Choice School Contact Email</b>	
<b>Charter Term Start</b>	
<b>Charter Term Expiration</b>	
<b>Initial Grades Served</b>	
<b>Exhibits included with this Contract:</b>	
<b>Commission Director Email &amp; Mailing Address</b>	



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**EXHIBITS**

- Exhibit A: Approved Application
- Exhibit B: Annual Calendar of Reporting Requirements
- Exhibit C: Choice School Contract with Education Service Provider (if applicable)
- Exhibit D: Performance Framework
- Exhibit E: Virtual School’s Plans for Conducting Parent-Teacher Conferences (if applicable)

# CHARTER SCHOOL CONTRACT

is Community Choice School contract (the “Contract”) by and between the Community Choice School Commission (“Commission”) and the Choice School identified on the Cover Page of this Contract, is effective as of [Effective Date]. The parties agree to the following Terms and Conditions:

## SECTION 1: DEFINITIONS

### 1.1 Certain Definitions.

For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions shall have the meaning set forth in this section:

- A. **Annual Calendar of Reporting Requirements** means the compliance certification and submission duties required of the School by the Commission. The Commission may amend the Annual Calendar of Reporting Requirements each fiscal year or at other times as deemed appropriate by the Commission. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures set forth in this Contract. The Annual Calendar of Reporting Requirements will be available on the Commission’s website (insert website address) and published no later than June 15 for the following fiscal year.
- B. **Applicant** means a person or group that submits a proposal for a Community Choice School to an authorizer.
- C. **Application** means the most recent document submitted to the Commission to request the authorization or reauthorization of a Community Choice School. The application is incorporated into this Contract and attached as Exhibit A.
- D. **Authorizer** means the Commission.
- E. **Charter Contract** means a fixed-term, renewable contract between a Community Choice School and an authorizer that outlines the roles, powers, responsibilities, and performance expectations for each party to the contract.
- F. **Commission** means the Community Choice School commission provided for in the Community Choice Schools Act, MCA 20-11-106.
- G. **Community Choice School** or **Choice School** means a public school that has autonomy over decisions, including but not limited to matters concerning finance, board governance, personnel, scheduling, curriculum, and instruction; is governed by a governing board; is established and operated under the terms of a charter contract between the school’s governing board and its authorizer; is a school in which parents choose to enroll their children; is a school that admits students based on capacity and then on the basis of lottery if more students apply for admission than can be accommodated; provides a program of education that may include any or all grades from kindergarten through grade 12 and vocational education programs; operates in pursuit of a specific set of educational objectives as defined in its charter contract; operates under the oversight of its authorizer in accordance with its charter contract; and establishes graduation requirements and has authority to award degrees and issue diplomas.
- H. **Education service provider** means a for-profit education management organization, nonprofit education management organization, school design provider, or other partner entity with which a Community Choice School intends to contract for educational design, implementation, or comprehensive management.
- I. **Governing Board or Board** means an independent volunteer board of trustees of a Community Choice School that is a party to the charter contract with the authorizer.
- J. **Local school board** means a traditional school district board of trustees exercising management and control over a traditional local school district pursuant to the laws of the

state.

- K. Parent** means a parent, guardian, or other person or entity having legal custody of a child.
- L. Resident school district** means the public school district in which a student resides.
- M. Student** means a child who is eligible for attendance in a public school in the state.
- N. Traditional public school** means a traditional public school that is under the direct management, governance, and control of a local school board or the state.
- O. Virtual Community Choice School** means a Community Choice School headquartered in Montana that offers educational services predominately through an online program.

## **SECTION 2: CONTRACT TERM**

### **2.1 Term.**

This Contract becomes effective upon execution by the parties. The charter term governed by this Contract shall be five (5) operating years and shall commence on the Choice School's first day of operation (the "Charter Term Start Date") and end on the Charter Term Expiration Date identified on the Cover Page, unless modified or extended in accordance with this Contract. An approved Choice School may delay its opening for one school year for planning and preparation purposes. Any delay beyond one school year must be approved by the Commission. This Contract may be renewed pursuant to Section 10.

[\*\*NOTE: Initial term is for 5 years]

### **2.2 Delayed Opening.**

The Choice School may choose to delay its opening for one school year to plan and prepare for the Choice School's opening. If the Choice School requires a delay beyond one school year, the school shall request an extension from the Commission. The Commission may grant or deny the extension depending on the Choice School's circumstances.

### **2.3 Pre-Opening Conditions**

The parties agree that any pre-opening conditions specified in this Contract as Exhibit B are a material term of the Contract. The Choice School's failure to satisfy any pre-opening condition renders this Contract voidable at the Commission's sole discretion.

## **SECTION 3: COMMISSION-SCHOOL RELATIONSHIP**

### **3.1 Parties.**

This Agreement is entered into between the Governing Board of the Choice School ("Governing Board") and the Commission.

### **3.2 Independent Status of the Commission.**

The Commission is an authorizing body as defined by the Community Choice Schools Act. In approving this Contract, the Commission voluntarily exercises its powers given to it under the Community Choice Schools Act, MCA 20-11-101 through -126. Nothing in this Contract shall be deemed to be any waiver of the Commission's powers or independent status and the Choice School shall not be deemed to be part of the Commission.

### **3.3 Independent Status of the Choice School.**

The Choice School is a local educational agency authorized by the Community Choice Schools Act. The Choice School is organized and shall operate as a nonprofit education organization and a Choice School. The Choice School is not a division or part of the Commission. The relationship between the Choice School and the Commission is based solely on the applicable provisions of the Community Choice Schools Act and the terms of this Contract, or other written agreements between the Commission and Choice School, if applicable.

### **3.4 Commission Responsibilities and Rights.**

The Commission shall monitor the performance and legal compliance of the Choice School, including collecting and analyzing data to support ongoing evaluation in accordance with this Contract. The Commission's oversight will not unduly inhibit the autonomy granted to the Choice School by the Community Choice Schools Act.

### **3.5 School Responsibilities and Rights.**

#### **A. Compliance.**

The Choice School will comply with all applicable state statutes, federal laws, regulations, and rules, local ordinances, and Commission policies. The Choice School is expected to be aware of the federal and state laws and Commission policies with which the Choice School must comply.

#### **B. Records.**

The Choice School shall comply with applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, but not limited to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, as amended, and its implementing regulations at 34 CFR, part 99; the Individuals With Disabilities Education Act, 20 U.S.C. 1411 through 1420, and its implementing regulations at 34 CFR, part 300; and MCA 20-1-213, as amended.

#### **C. Local Educational Agency.**

The Choice School will function as a local educational agency and is responsible for meeting all requirements of a local educational agency under applicable federal, state, and local laws, including those relating to special education (MCA 20-11-119(3)).

#### **D. Notice to the Commission.**

**1. Timely Notice.** The Choice School will notify the Commission within five (5) business days in the following situations:

- a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law;
- b. Any changes in current Board membership, including resignations and appointments; and
- c. Any complaints filed against the School or its employees, administration, or Board members by any governmental agency, except as may require immediate notice as described below.

**2. Immediate Notice.** The Choice School will notify the Commission by email, pursuant to Section 11.8 below, within 24 hours of any of the following:

- a. Conditions that may cause it to vary from the terms of this Contract, applicable Commission requirements, or federal or state law;
- b. Any circumstance requiring the unplanned extended closure of the school, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;
- c. Any circumstances requiring lockdown, emergency procedures, or any other action that may affect school health or safety;
- d. The arrest, dismissal, or resignation of any members of the Governing Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
- e. Misappropriation of funds;
- f. A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more;

- g. Incidents involving student safety;
- h. Misconduct between the staff, governing board, and/or students; and
- i. Any change in the Governing Board's corporate status, and/or amendments to the Articles of Incorporation and/or Bylaws.

**E. Reports.**

The Choice School will provide to the Commission any reports necessary and reasonably required for the Commission to meet its oversight and reporting obligations when due as required by Commission policy. Required reports are those listed in the Annual Calendar of Reporting Requirements or otherwise requested by the Commission. Timely notification will be provided by the Commission when due dates are changed or if additional reports are required by the federal government or the Office of Public Instruction. Failure by the School to provide reports by set deadlines may constitute a material breach of the Contract in accordance with Commission compliance policies and procedures, and the Commission may take action under **Section 10** of this Contract.

**3.6 Indemnification.**

To the fullest extent permitted by law, the Choice School shall indemnify and hold harmless the Commission and the State of Montana, its elected and appointed officials, officers, members, agents, directors, and employees from and against all claims, damages, losses, and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Choice School's negligent acts, errors, or omissions in work or services provided under this Contract, including the negligent acts, errors, or omissions of any contractor or anyone directly or indirectly employed by any contractor and for whose acts the contractor may be liable.

**3.7 Contracting with an Education Service Provider.**

The Choice School and the Commission agree that the Choice School may contract with an educational service provider (ESP) to delegate administrative, educational functions and/or personnel services only (1) as described in Exhibit C to this Contract or (2) in an amendment to this Contract approved by both parties pursuant to Section 11.2 of this Contract. The Governing Board shall retain oversight authority over the school at all times, regardless of a contract with an ESP.

**SECTION 4: SCHOOL GOVERNANCE**

**4.1 Governance.**

The Choice School shall be governed by a Governing Board, and operated as a nonprofit corporation under the Montana Nonprofit Corporation Act, MCA 35-2-113 through 35-2-1402, as amended from time to time. Notwithstanding any provision of the Montana Nonprofit Corporation Act, the School shall not take any action inconsistent with the provisions of Community Choice Schools Act, this Contract, or other applicable law.

**4.2 Membership.**

The founding members of the Governing Board may operate for a period of no more than three years from the effective date of this Contract before elections are held and elected members seated. The election process shall be determined by the Governing Board and set forth in its Bylaws, and must comply with the requirements of MCA 20-11-119(1)(f).

**4.3 Articles of Incorporation and Bylaws.**

The Articles of Incorporation and Bylaws of the Choice School shall provide for governance of the operation of the School as a nonprofit corporation and a Choice School.

**4.4 Transparency.**

The Governing Board is subject to and shall comply with state open meeting and public record laws

pursuant to Title 2, Chapters 3 and 6 (MCA 20-11-119(7)(c)).

**4.5 Conflict of Interest Policy.**

The Governing Board shall adopt and strictly enforce a conflict of interest policy which preserves the mission and vision of the School and shall address nepotism, excessive compensation, and any other potential conflicts of interest among School staff, leadership, or the Governing Board. In accordance with the Annual Calendar of Reporting Requirements, the Governing Board shall complete and submit an annual conflict of interest disclosure to the Commission.

**4.6 Background Checks.**

Members of the Governing Board are subject to criminal history background checks and fingerprinting to the extent required by applicable law, rules and regulations, including but not limited to MCA 20-11-119 (8)(c).

**SECTION 5: OPERATION OF THE CHOICE SCHOOL**

**5.1 Operational Powers.**

The Choice School has all the powers necessary for carrying out the terms of its charter contract, including the following powers: to receive and disburse funds for school purposes; to secure appropriate insurance and to enter into contracts and leases, free from prevailing wage laws; to contract with an education service provider for the management and operation of the Choice School only if the school’s governing board retains oversight authority over the school; to incur debt in reasonable anticipation of the receipt of public or private funds; to pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit; to solicit and accept gifts or grants for school purposes subject to applicable laws and the terms of its charter contract; to acquire real property, for use as its facility or facilities, for public or private sources; and to sue and be sued in its own name (MCA 20-11-119(5)).

**5.2 Facility.**

The Choice School’s facility shall be located at [ADDRESS]. The Choice School may not add a location, change a location or geographic district, or enter into any financing, leasing, or other arrangements in connection with a location change without first obtaining approval from the Commission, per Section 11.2 of this Contract. The School shall provide the Commission copies of any lease, purchase agreement, financing arrangements, and/or other such facility agreements and such certificates and permissions as are necessary to operate the School in the facility. The School shall comply with all applicable state laws, regulations, and building codes, and shall obtain all requisite use permits and certificates of occupancy. The Choice School shall be responsible for the construction and maintenance of any facilities owned or leased by it. The Commission shall have access at all reasonable times to any facility owned, leased, or utilized in any way by the Choice School for purposes of inspection and review of the Choice School’s operation and to monitor the School’s compliance with this Contract. The School may choose to use or permit use of its facility for non-School-related activities, subject to the written preapproval of the Commission.

**5.3 School Calendar; Hours of Operation.**

The days and hours of operation of the Choice School shall not be materially less than those set forth in the Application. If the planned days and hours are less than set forth in the Application, the Choice School shall seek a Contract amendment. The School agrees to make available to the Commission a copy of the School Calendar/Hours of Operation for each academic year no later than June 30 as set forth in the Annual Calendar of Reporting Requirements.

#### **5.4 Insurance.**

The Choice School will purchase insurance protecting the School and its Board, employees, and volunteers, and the Commission where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (also known as school entity liability insurance), and auto liability insurance if applicable. The Choice School will also purchase statutory workers' compensation insurance coverage. Valid and complete insurance must be active and on file with the Commission prior to any staff and/or students being in the building.

#### **5.5 Nonreligious, Nonsectarian Status.**

The Choice School agrees that it shall not engage in any sectarian practices in its educational program, admissions policies, employment policies or practices, or operations.

#### **5.6 Student Welfare and Safety.**

The Choice School is subject to the same federal, state, and local laws, regulations, rules, and ordinances related to civil rights, health, and safety as other public schools in the state and its district.

### **SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS**

#### **6.1 School Enrollment and Demographics.**

The School is authorized to operate (XX) through (XX) grade(s) and/or for the following special emphasis, theme, or concept: (XX). The School may add additional grades and vocational programs in the future, pursuant to Section 11.2 of this Contract.

#### **6.2 Student Recruitment and Enrollment.**

The Choice School must be open to any student residing in the State of Montana, subject to the grade or vocational limitations set forth in Section 6.1 above. The School shall comply with all application, enrollment, and admissions policies and criteria required by applicable law, including MCA 20-11-116. If capacity is insufficient to enroll all students who wish to attend the School, the School shall select students through a lottery. The School shall submit a copy of its enrollment and lottery policy and procedures to the Commission pursuant to the Annual Calendar of Reporting Requirements.

#### **6.3 Denial of Admission.**

The Choice School shall not deny admission to a student except as permitted by law.

#### **6.4 Commitment to Nondiscrimination.**

The Choice School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

### **SECTION 7: EDUCATIONAL PROGRAM**

#### **7.1 Vision and Mission.**

The Choice School shall operate in a manner consistent with the vision and mission statements as approved by the Commission and as stated in the Application. Revisions to the vision and mission statements or general implementation of the educational program as set forth in the Application shall be considered material changes to the Contract and shall require prior approval of the Commission.

**7.2 Curriculum, Instructional Program, and Pupil Performance Standards.** The Choice School will have the authority and responsibility for designing and implementing its educational program, subject to the

conditions of this Contract and in alignment with the Application.

### **7.3 Assessment of Pupil Performance.**

The Choice School will administer (enter Applicant's chosen standardized assessment) in accordance with the Commission's published Assessment Administration Policies, including compliance with procedures to code students into subgroups. Assessment results will be reported in compliance with the Commission's Annual Calendar of Reporting Requirements.

### **7.4 Special Education.**

The Choice School shall adhere to all applicable provisions of federal and state law regarding the education of students with disabilities including, but not limited to, the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990.

### **7.5 Performance Framework and Collaborative Goal Setting.**

The Choice School shall collect baseline data from the fall administration of the standardized assessment during its first year of operations, in accordance with MCA 20-11-117(2). Upon receipt of the assessment results, the Commission and the Choice School leader shall use the baseline data to establish annual performance targets designed to ensure satisfaction of the Performance Framework goals by the time the Choice School enters its renewal year. Progress toward the annual performance targets shall be reported in the Choice School's Annual Report.

### **7.6 Performance Framework and Commission's Annual Review of Schools.**

The Choice School shall be subject to the Performance Framework developed and adopted by the Commission in accordance with applicable law, including MCA 20-11-111(3). Based on the Performance Framework, the Commission shall annually evaluate the Choice School's performance using relevant data and shall issue an Annual Performance Report.

The specific terms, form, indicators, measures, metrics, and targets set forth in the Performance Framework and Annual Performance Report, as adopted and disseminated by the Commission, shall be binding on the Choice School. The Performance Framework is attached to this Contract as Exhibit D.

If the Choice School's performance or legal compliance appears unsatisfactory, the Commission shall notify the Choice School of the deficiency and provide a reasonable opportunity to cure in accordance with Commission policy and procedure.

### **7.7 Framework Amendment.**

The Commission may modify or amend the specific terms, form, and requirements of the Performance Framework and Annual Performance Report to align with changes to applicable state or federal accountability requirements, state or nationally recognized best practices, or other circumstances that render assessment under the existing Performance Framework or Annual Performance Report impracticable or undesirable to the Commission. Any such amendments shall be approved by a vote of the Commission in an open meeting with a quorum present.

In addition, consistent with MCA 20-11-111(3), the performance provisions of this Contract may be refined or amended by mutual agreement of the Commission and the Choice School after the Choice School is operating and has collected baseline achievement data for its enrolled students.

## SECTION 8: FINANCIAL MATTERS

### **8.1 Funding and Disbursement of Per Pupil Revenue.**

[TBD during implementation with the Office of Public Instruction].

### **8.2 Oversight Fee.**

The Commission is entitled to collect an oversight fee equal to (XX) percent of the Choice School's share of state per-pupil funding for each school year. MCA 20-11-109(1). The oversight fee shall be paid in 10 monthly installments from September to June to the Commission no later than 3 business days after funds are disbursed to the school [precise details TBD during implementation].

### **8.3 Budget.**

The Choice School shall be responsible for preparing its budget and implementing the Governing Board-approved operating budget. In accordance with the timelines set forth in the Commission's Annual Calendar of Reporting Requirements (or as otherwise requested by the Commission), the Choice School shall submit to the Commission the Governing Board's adopted balanced budget for the upcoming school year for review for statutory compliance and compliance with the terms of this Contract. Any subsequent revisions approved by the Governing Board shall be provided to the Commission within fifteen (15) days of approval. Budgets must be developed and adopted in accordance with Title 20, Chapter 9, Part 1, to the extent those provisions are not inconsistent with the Community Choice Schools Act or this Contract.

### **8.4 Contracting.**

The Choice School shall comply with all applicable laws, regulations, and Commission policies governing the procurement of goods and services, including but not limited to student data privacy laws. The Choice School further agrees to follow best practices in procuring and contracting for goods and services, including standards related to arm's-length transactions and conflicts of interest.

The Choice School shall not extend the faith or credit of the Commission to any third person or entity. The Choice School acknowledges and agrees that it has no authority to enter into any contract that would bind the Commission.

Each contract or other legal relationship entered into by the Choice School shall include the following provision, in addition to any other legally required provisions:

"The contractor acknowledges that the Choice School is not an agent of the Commission and expressly releases the Commission from any and all liability arising under this agreement."

### **8.5 Governing Board Policies and Procedures.**

The Governing Board shall adopt purchasing procedures that include a competitive bidding process for purchases or contracts exceeding \$80,000 (MCA 20-11-119(7)(d)). The Governing Board shall adopt additional policies and procedures related to the procurement and contracting of goods and services in alignment with applicable state and federal requirements, Commission policies, and best practices.

### **8.6 Financial Reporting.**

The Choice School agrees to establish, maintain, publish, and retain appropriate financial records in accordance with Commission policy and all applicable federal, state, and local laws, rules, and regulations. The Choice School agrees to make such records available to the Commission upon request or as required by Commission policy, or by federal or state laws, rules, or regulations. The Choice School's financial records, including at a minimum its balance sheets and annual budget, shall be posted to its website and updated at

the start of each school year.

- A. **Annual Audit.** The Choice School shall undergo an independent financial audit conducted in accordance with all applicable governmental accounting standards and performed by an independent certified public accountant each fiscal year. The results of the final audit will be provided to the Commission in accordance with the Annual Calendar of Reporting Requirements.
- B. **Quarterly Reporting.** The Choice School will prepare quarterly financial reports for the Commission. Quarterly financial reports shall be submitted to the Commission in accordance with the Annual Calendar of Reporting Requirements and the Financial Performance Framework.

## **SECTION 9: PERSONNEL**

### **9.1 Employee Status.**

The Choice School shall employ such personnel as are necessary for the efficient and effective operation of the School. All individuals employed by the Choice School shall be employees of the Governing Board and shall not, under any circumstances, including for purposes of any public employee retirement plan, be considered employees of the Commission or the State (MCA 20-11-119(1)(d); MCA 19-2-303; MCA 19-20-101). If the Choice School contracts for personnel through an Educational Service Provider, the School shall submit a draft of the proposed agreement to the Commission's Executive Director for review in accordance with Section 3.7 of this Contract.

### **9.2 Employee Policies.**

The Choice School shall adopt and implement personnel policies in accordance with state and federal law to address, among other topics, hiring and termination of personnel, terms of employment, and compensation, benefits, and retirement plans. All employee discipline decisions will be made by the School.

### **9.3 Employee Qualifications.**

Choice School teachers are exempt from state teacher certification requirements provided in Title 20, Chapter 4. Choice School employees have the same rights and privileges as other employees except as provided in the Community Choice Schools Act.

### **9.4. Background Checks; Fingerprinting.**

The Choice School shall establish and implement procedures for conducting background checks, including a check for a criminal record, and fingerprinting of all employees pursuant to MCA 20- 11-119(8)(c).

### **9.5 Collective Bargaining Agreements.**

Choice School employees may not be required to be members of any existing collective bargaining agreement between a school district and its employees. However, the school may not interfere with laws and other applicable rules protecting the rights of employees to organize and to be free from discrimination (MCA 20-11-119(8)(d)).

## **SECTION 10: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE**

### **10.1 Renewal.**

In considering the renewal of this Contract, the Commission shall:

- A. base its decision on evidence of the Choice School's performance over the term of this Contract in accordance with the Performance Framework;
- B. ensure that data being used in making renewal decisions is available to the Choice School and to the public; and

- C. provide a public report summarizing the basis for its renewal decision.

The length of any renewal term shall be determined by the Commission based on the Choice School's performance, demonstrated capacity, and particular circumstances. Renewal may be granted with conditions for necessary improvement, consistent with MCA 20-11-117(8)(b).

**10.2 Renewal Timeline and Process.** The Commission shall issue an Annual Performance Report and Charter Renewal Application guide by June 30 of the year prior to this Choice School's Contract expiration. The School will respond to the performance report pursuant to MCA 20-11-117(5) within 90 days. The School shall also submit its renewal application according to the timeline and guidance provided by the Commission, pursuant to MCA 20-11-117(8)(a). The Commission shall rule by resolution on the renewal application no later than 30 days after the filing of the renewal application.

**10.3 Criteria for Non-Renewal or Revocation.**

As established in MCA 20-11-118 of the Community Choice School Act, this Contract may be subject to nonrenewal or revocation if the Commission determines that the Choice School:

- A. Committed a material and substantial violation of any of the terms, conditions, standards, or procedures required under the Community Choice Schools Act or this Contract, from which the School was not exempted;
- B. Failed to meet or make sufficient progress toward the performance expectations set forth in this Contract or Performance Frameworks as established at signing of this contract or any contract amendments;
- C. Failed to meet public safety standards; or
- D. Failed to meet generally accepted standards of fiscal management.

**10.4 Revocation or Nonrenewal Process.**

In the event that the Commission revokes or refuses to renew this Contract, it shall do so in accordance with the procedures of MCA 20-11-118(2). The parties hereby agree that any hearing held under that procedure will be guided by the procedural rules of the Montana Administrative Procedure Act, MCA 2-4-601 through -631. By their agreement to hold a MAPA-style hearing, the parties do not agree to the creation of any new substantive rights, including any right to file exceptions or seek judicial review, that does not exist independently in the Community Choice Schools Act. As required by 20-11-118(2), any final decision shall clearly state in writing the reasons for the revocation or nonrenewal.

**10.5 Choice School Initiated Termination.**

Should the Choice School choose to terminate this Contract before the end of the Contract term, it must do so in accordance with Commission rules, MCA 20-11-118(5)(a), and the procedures set forth in the Commission's School Closure Guidebook.

**10.6 Wind-Up and Dissolution.**

In the event of school closure, the Commission will work with the Choice School to ensure a smooth and orderly closure and transition for students and parents.

**10.7 Return of Property.**

In the event of closure, the nonrestricted distributable assets of the Choice School must be distributed first to satisfy outstanding payroll obligations for employees of the Choice School, then to creditors of the Choice School, then to residents of the school districts of students previously attending the Choice School on a prorated per-pupil basis, and then to the state general fund. If the assets of the Choice School are insufficient to pay all obligations, the prioritization of the distribution of assets may be determined by a court of law (MCA 20-11-118(5)(c)).

## SECTION 11: GENERAL PROVISIONS

### **11.1 Order of Precedence.**

Any inconsistency between governing authorities may be resolved by giving precedence in the following order: applicable state and federal laws, regulations, and requirements; this Contract; Commission policies; any renewal Applications; the original Application; and other Exhibits to this Contract.

### **11.2 Amendments.**

Amendments to this Contract will be considered by the Commission only by written request.

Amendments must be approved by a quorum of the Commission and will only be valid upon execution of the written amendment by an authorized representative of both parties.

If, after the effective date of this Contract, there is a change in applicable law, which alters or amends the responsibilities of either party, this Contract will be amended by the Commission to reflect the change in law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the parties shall conform to and be carried out in accordance with the change in law.

### **11.3 Merger.**

This Contract, together with the Application and with the attachments and Exhibits thereto, contains all terms, conditions, and provisions hereof and the entire understanding and all representations of the parties relating hereto. All prior representations, understandings, and discussions are merged herein and superseded and canceled by this Contract.

### **11.4 Non-Assignment.**

Neither party to this Contract will assign or attempt to assign any rights, benefits, or obligations held by or accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent will not be unreasonably withheld, conditioned, or delayed.

### **11.5 Governing Law.**

This Contract will be governed and construed according to the Constitution and laws of the State of Montana.

### **11.6 No Third-Party Beneficiary.**

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the parties. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any third party receiving services or benefits hereunder will be deemed an incidental beneficiary only.

### **11.7 No Waiver.**

The parties agree that no assent, expressed or implied, to any breach by either of them of any one or more of the provisions of this Contract will constitute a waiver of any other breach.

### **11.8 Notice.**

Unless otherwise specifically provided herein, any notice required or permitted under this Contract must be in writing and will be effective upon personal delivery or email delivery where an email address has been provided (subject to verification of service or acknowledgement of receipt), or three days after mailing when sent by certified mail, postage prepaid by the sender, using the addresses listed on the Cover Page of this Contract. Either party may change the address for notice by giving written notice to the other party pursuant to this paragraph.

**11.9 Severability.**

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract will remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the parties do not successfully negotiate a replacement provision. The parties agree to meet and discuss in good faith any material changes in law that may significantly impact their relationship as set forth in the Contract.

**11.10 Referenced Laws, Policies, and Procedures.**

The parties agree that unless context clearly establishes otherwise, all references to applicable laws, statutes, rules, regulations, or policies are intended to include: (1) federal statutes and regulations, including interpretations and guidance from the responsible federal agencies; (2) state statutes and rules, including interpretations and guidance from the responsible state agencies; (3) Commission policies and procedures; and (4) local ordinances, if generally applicable to schools within the local government’s jurisdiction.

**11.11 Survival of Certain Contract Terms.**

Any provision of this Contract that imposes an obligation on a party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other party.

**SECTION 12: FULL-TIME VIRTUAL COMMUNITY CHOICE SCHOOL PROVISIONS**

**12.1 Monitoring and Verifying Full-time Enrollment.**

[Must include description and agreement of how School is verifying enrollment and student participation in a full course load, credit accrual, and course completion]

**12.2 Monitoring and Verifying Student Progress and Performance.**

[Must include description and agreement of how School is verifying student progress and performance in each course through regular, proctored assessments and submissions of coursework]

**12.3 Parent-Teacher Conferences.**

[Must include description and agreement of how School is conducting PT conferences as Exhibit E].

**Signature Page**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.**

<p><b>CHOICE SCHOOL [SCHOOL NAME]</b></p> <p>By: _____ Chairperson, Governing Board</p> <p>Date: _____</p>	<p><b>CHOICE SCHOOL COMMISSION</b></p> <p>By: _____ Chairperson, Commission</p> <p>Date: _____</p>
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**MONTANA  
COMMUNITY  
CHOICE SCHOOLS**

# Performance Framework

## **Commission Guiding Principles**

**Students First, Always:** Student success is our north star. We want every student to experience the transformative power of education.

**Stewards of the Public Trust:** We exercise our authority with transparency, discipline, and humility. Credibility is foundational and we understand that trust must be earned, not assumed. We seek to build enduring trust with families, educators, communities, tribes, and policymakers through every decision we make.

**Authorizing for Systems Change:** We don't just authorize schools, we help foster a more responsive, innovative, and effective public education system.

**Excellence is the Expectation:** Students deserve our best. That's why we set a high bar for schools, boards, authorizers, and ourselves.

**Community-Centered Innovation:** We listen to and elevate local voices and context, especially in rural and tribal communities, in order to create the conditions where excellence can thrive.

**Clarity and Courage in Decision-Making:** We lead transparently and act with integrity. We face difficult decisions with moral clarity and constitutional conviction.

## Policy

**20-11-117. Community choice school performance and renewal.** (1) The performance provisions within the charter contract must be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the authorizer's evaluations of each choice school. The performance framework must include indicators, measures, and metrics for, at a minimum:

- (a) student academic proficiency;
  - (b) student academic growth;
  - (c) achievement gaps in both proficiency and growth between major student subgroups;
  - (d) attendance;
  - (e) recurrent enrollment from year to year;
  - (f) postsecondary readiness;
  - (g) financial performance and sustainability; and
  - (h) governing board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the charter contract.
- (2) Each choice school, in conjunction with its authorizer, shall set **annual** performance targets designed to help each school meet applicable federal, state, and authorizer expectations.
- (3) (a) The contract performance framework must include rigorous, valid, and reliable indicators proposed by a choice school to evaluate its performance that are consistent with the purposes of this part.
- (b) The authorizer shall collect and analyze data from each choice school it oversees in accordance with the performance framework.
- (c) Multiple schools operating under a single charter contract or overseen by a single governing board shall report their performance as separate, individual schools. Each school must be held independently accountable for its performance.

Performance Framework Components				
Mission Driven Measures	Academic Measures	School Environment Measures	Operational Measures	Financial Measures
Is the school delivering on its promise?	Is the school an academic success?	Is the school a safe and welcoming environment conducive to learning?	Is the school an effective and viable organization?	Is the school fiscally sound?
<i>To be developed in Year 0 program in collaboration with school team to measure the unique elements of their school model</i>	Proficiency & Growth <ul style="list-style-type: none"> <li>● Literacy &amp; Mathematics               <ul style="list-style-type: none"> <li>○ Same Students</li> <li>○ All Students</li> <li>○ Special Populations</li> </ul> </li> </ul> Assessment Participation Post Secondary Readiness	Student Attendance Recurrent Enrollment Staff Retention School Community Engagement	Governance Oversight Operational Compliance	Near Term Health <ul style="list-style-type: none"> <li>● Current Ratio</li> <li>● Unrestricted Days Cash</li> <li>● Default</li> <li>● Enrollment Variance</li> </ul> Sustainable Health <ul style="list-style-type: none"> <li>● Debt Service Coverage Ratio</li> <li>● Debt to Asset Ratio</li> <li>● Financial Compliance Rubric</li> </ul>

**Section I: Mission Driven Measures**

Is the school delivering on its promise?

*Indicator TBD*

*Indicator TBD*

(performance indicator)

(description) (Reference: MCA 20-11-117 (3)(a) and Contract Sections 7.1 and 7.2)

Source:

Exceeds Standard

Meets Standard

Approaches Standard

Does Not Meet Standard

(performance indicator)

(description) (Reference: MCA 20-11-117 (3)(a) and Contract Sections 7.1 and 7.2)

Source:

Exceeds Standard

Meets Standard

Approaches Standard

Does Not Meet Standard

## Section II: Academic Measures

Is the school an academic success?

Proficiency	Growth	Post Secondary Readiness
<ul style="list-style-type: none"> <li>● Literacy &amp; Mathematics                             <ul style="list-style-type: none"> <li>○ All Students</li> <li>○ Special Populations</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Literacy &amp; Mathematics                             <ul style="list-style-type: none"> <li>○ Same Students</li> <li>○ Special Populations</li> </ul> </li> </ul>	

### Proficiency Rubric for Literacy and Mathematics

Community Choice Schools will use the proficiency rates as determined by an assessment to be determined in conjunction with the Commission and identified in the Contract. (Reference: MCA 20-11-117(a)(c) and Contract Section 7.3) The proficiency rate is the percentage of students who are at or above the 50th achievement percentile on the assessment used. This (50th percentile) is the proficiency benchmark.

Source: *assessment name*

	All Students	Special Populations Closing Achievement Gaps
	Every student who completed the assessment.	Students with Special Needs Free & Reduced Lunch English Language Learners American Indian & Other Ethnic Groups
Exceeds Standard	The school's proficiency rate is at or above 65%.	NA
Meets Standard	The school's proficiency rate falls between 45% and 64%.	No major subgroup's proficiency rate is more than 10 percentage points below the school's overall proficiency rate.
Approaches Standard	The school's proficiency rate falls between 30% and 44%.	NA
Does Not Meet Standard	The school's proficiency rate falls below 30%.	One or more subgroups' proficiency rates are more than 10 percentage points below the school's overall proficiency rate.

Growth Rubric Literacy & Mathematics			
Growth Percentiles are conditional—each student’s growth is compared to peers who began at the same achievement level nationally. (Reference: MCA 20-11-117(b)(c) and Contract Section 7.3)			
Source: <i>assessment name</i>			
	Students Meeting Achievement Benchmarks	Students <u>Not</u> Meeting Achievement Benchmarks	Special Populations Closing Achievement Gaps
	Students who completed both fall & spring assessments.		Students with Special Needs Free & Reduced Lunch English Language Learners American Indian & Other Ethnic Groups
Exceeds Standard	Median growth in the 4th/Above or 5th/Well Above Quintiles (61st–99th percentiles)	Median growth in the 5th/Well Above Quintile (81st-99th percentiles)	NA
Meets Standard	Median growth in the 3rd/Typical Quintile (41st–60th percentiles)	Median growth in the 4th/Above Quintile (61th–80th percentiles)	Subgroups with no significant gap have median Growth Percentiles $\geq$ 45th. Subgroups with a gap have median Growth Percentiles $\geq$ 55th or demonstrate progress in narrowing the gap ( $\geq$ 2-point reduction).
Approaches Standard	Median growth in the 2nd/Below Quintile (21st-40th percentiles)	Median growth in the 3rd/Typical Quintile (41st-60th percentiles)	NA
Does Not Meet Standard	Median growth in the 1st/Well Below Quintile (1st-20th percentiles)	Median growth in the 1st/Well below and 2nd/Below Quintiles (1st-40th percentiles)	One or more major subgroups with a proficiency gap show median Growth Percentiles $<$ 55th and no improvement in closing the gap.

Assessment Participation	
Percent of students who complete each assessment cycle.	
Calculation: Use enrollment from the most recent count day.	
Meets Standard	95% or more of students completed the assessment in literacy and mathematics.
Does Not Meet Standard	Fewer than 94% of students completed the assessment in literacy and mathematics.

Postsecondary Readiness (College and Career Readiness)	
Adjusted Cohort Graduation Rate (ACGR): High schools will be evaluated based on their 4- Year ACGR (update annually 2023 = 89.3%). (Reference: MCA 20-11-117(f))	
Calculation: Divide the number of students who graduate in four years with a regular diploma by the number of first-time 9th graders, adding students who transfer in, and subtracting students who transfer out	
Exceeds Standard	The school's 4-year ACGR is 91-100%.
Meets Standard	The school's 4-year ACGR is equal to or exceeds the average ACGR rate for the State.
Approaches Standard	The school's 4-year ACGR is within 3 points of the State average..
Does Not Meet Standard	The school's 4-year ACGR is more than 3 points below the state average.

## Section III: School Environment

Is the school a safe and welcoming environment conducive to learning?

Student Attendance	Recurrent Enrollment	Staff Retention	School Community Engagement
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Attendance	
Average daily attendance (Reference: MCA 20-11-117(d))	
Calculation: use the school's average daily attendance rate to measure the school's performance against the attendance rate standard.	
Exceeds Standard	The school's average daily attendance rate is 95% or higher.
Meets Standard	The school's average daily attendance rate is between 90% and 94%.
Approaches Standard	The school's average daily attendance rate is between 85% and 89%.
Does Not Meet Standard	The school's average daily attendance rate is below 85%

Recurrent Enrollment	
Recurrent enrollment refers to the rate at which students re-enroll in the same school from year to year. (Reference: MCA 20-11-117(e))	
Calculation: Divide the number of students indicating they will return for the next school year by the total number of students.	
Exceeds Standard	The school's average re-enrollment rate is (90%) or higher.
Meets Standard	The school's average re-enrollment rate is between (89% and 85%).
Approaches Standard	The school's average re-enrollment rate is between (84% and 80%).
Does Not Meet Standard	The school's average re-enrollment rate is below (79%).

Staff Retention	
Staff Retention refers to the rate at which staff return to the school from year to year excluding staff not offered a contract to return.	
Calculate retention rate by dividing the number of staff planning to return by the number offered a return contract x 100 (this excludes any staff not offered a return contract).	
Exceeds Standard	The staff retention rate is 90% or higher.
Meets Standard	The staff retention rate is between 85-89%.
Approaches Standard	The staff retention rate is between 75-84%.
Does Not Meet Standard	The staff retention rate is below 74%.

School Community Engagement	
The school achieves a cohesive community that supports student achievement, staff and family satisfaction, and the organizational health of the school with the following elements fully developed and functioning effectively:	
Sources: events calendar, external partnerships, strategic planning process, town halls, public comment at board meetings, student council, parent advisory council	
Meets Standard	<input type="checkbox"/> Approaches to shared decision making include student, family, and staff voice <input type="checkbox"/> Relationships exist with community leaders and organizations that enhance student engagement <input type="checkbox"/> Community events and celebrations engage students, staff, and families in building the school community
Does Not Meet Standard	The school failed to implement each of the programs as described above and the failure was material and significant to the viability of the school.

## Section IV: Operational Measures

Is the school an effective, viable organization?

Governance Oversight

Operational Compliance

### Governance Oversight: Governing Board Legal Composition and Standing

The governing board is properly constituted and operates in compliance with statutory and charter requirements. (Reference: MCA 20-11-119 (1)(f); MCA 35-2-113 through 35-2-1402 and Contract Sections 4.1 - 4.3).

Source: Articles of Incorporation, Bylaws.

Meets Standard

Governing board membership, bylaws, and Articles of Incorporation comply with statute and the charter contract; any changes reported within statutory and contractual timelines.

Does Not Meet Standard

Board composition or governing documents are out of compliance or changes were not reported in accordance with the charter contract and/or statute.

### Governance Oversight: Open Meetings Act

The governing board complies with Montana open meetings and public records laws. (References: MCA 20-11-119 (7)(c); Contract Section 4.4)

Source: Annual Calendar, website checks.

Meets Standard

Board meetings, notices, agendas, and minutes comply with MCA Title 2, Chapters 3 and 6 and are publicly accessible.

Does Not Meet Standard

Board composition or governing documents are out of compliance or changes were not reported in accordance with the charter contract and/or statute.

### Governance Oversight: Conflicts of Interest

The governing board maintains independence and avoids conflicts of interest. (Reference: Contract Section 4.5).

Source: Conflict of Interest policy and annual disclosure form provided by the Commission.

Meets Standard	The governing board has a conflict-of-interest policy that meets the requirements of the Contract Section 4.5, and provides annual disclosures that are free of conflict violations.
Does Not Meet Standard	The governing board does not have a policy on file that meets the requirements of Contract Section 4.5 or there are unresolved conflicts of interest that violate the conflict-of-interest policy.

### Governance Oversight: Financial Oversight

The governing board exercises effective financial oversight and fulfills its fiduciary responsibility to ensure the financial health and sustainability of the school. (Reference: MCA 20-11-118(1)(d); 20-11-119(5); Contract Sections 4.1; 8.3; 8.6).

Source: Approved budgets, budget amendments, annual financial audit, quarterly financial statements, corrective action plans/responses to audits, board minutes.

Meets Standard	The governing board adopts and monitors a balanced annual budget, reviews financial reports and the annual audit, and takes appropriate action to address identified financial risks or compliance issues.
Does Not Meet Standard	The governing board fails to exercise adequate financial oversight, as evidenced by one or more of the following: <ul style="list-style-type: none"> <li>● Failure to adopt a balanced budget;</li> <li>● Failure to review financial reports or the annual audit;</li> <li>● Failure to respond to identified financial risks, audit findings, or material compliance issues; or</li> <li>● Board actions or inaction that contribute to material financial noncompliance, fiscal mismanagement, or financial instability.</li> </ul>

### Operational Integrity: Enrollment and Nondiscrimination

Enrollment, admissions, and lottery policies are open, fair, and nondiscriminatory. (Reference: MCA 20-11-116, 119 (6); Contract Sections 6.2 - 6.4). Source:

Enrollment policy (with lottery).

Meets Standard	Policies and practices comply with the law and charter contract; no substantiated complaints received.
Does Not Meet Standard	Admission and enrollment practices and/or policies are noncompliant. Complaints received and substantiated.

### Operational Integrity: Health, Safety, and Welfare

The Choice School maintains systems to protect student health and safety. Reference: MCA 20-11-118 (1)(c); Contract Sections 3.5; 5.6).

Source: compliance with state health and safety requirements

Meets Standard	No unresolved safety violations; incidents reported in compliance with the Contract.
Does Not Meet Standard	Unreported incidents or unresolved safety violations at the school.

### Operational Integrity: Background Checks

Employees and board members meet required background check standards. (Reference: MCA 20-11-119 (8)(c); Contract Sections 4.6; 9.4)

Source: Background Checks

Meets Standard	All required background checks completed and documented.
Does Not Meet Standard	Required background checks are missing or incomplete.

Operational Compliance: Submission Requirements

The school submits required reports and documents to the Commission on time and complete.

Source: Epicenter Statistics

Meets Standard	At least 90% of required documents listed in the Annual Calendar of Reporting Requirements were submitted on time during the academic year to the Commission and were complete.
Does Not Meet Standard	Less than 90% of required documents listed in the Annual Calendar of Reporting Requirements were submitted on time during the academic year to the Commission <b>OR</b> documents submitted on time were incomplete.

## Section V: Financial Measures

### Is the school fiscally sound?

#### Near Term Health

- Current Ratio
- Unrestricted Days Cash
- Default
- Enrollment Variance

#### Sustainable Health

- Debt Service Coverage Ratio
- Debt to Asset Ratio
- Financial Compliance Rubric

### Near Term Health (Reference: MCA 20-11-117(g) and Contract Section 8.6)

	Current Ratio	Unrestricted Days Cash	Default	Enrollment Variance
Calculation:	Current Assets divided by Current Liabilities	Unrestricted Cash and investments divided by ((Total Expenses minus Deprecation Expense) / 365).	Failure to make payment on a debt.	Actual enrollment divided by the enrollment planned in the budget.
Data Source:	Annual Fiscal Audit Report	Annual Fiscal Audit Report	Annual Fiscal Audit Report, Terms of Debt, Other Formal Notifications Received by School.	Data Source: Student Enrollment Record
Exceeds Standard	The school has a Current Ratio of more than 1.5	The school has more than 60-days cash on hand.	The school has met standards for at least 3 consecutive years, including the most recently completed school year.	The school has met standards for at least 3 consecutive years, including the most recently completed school year.
Meets Standard	The school has a Current Ratio of at least 1.1 OR between 1.0 and 1.1 with a 1-year positive trend	The school has between 30- and 59-days cash on hand and a positive one-year trend. *Note: Schools in their first or second year of operation must have a minimum of 30- days cash on hand.	The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year. Financial obligations include but are not limited to: making payments to vendors and utility services on time, complying with all loan covenants, filing any reports required for maintenance of grants or philanthropic funds, meeting all tax obligations, and operating without financial judgements or property liens.	Enrolment variance is equal to or greater than 95%.

Approaches Standard	The school has a Current Ratio of between .9 and 1.0 OR between 1.0 and 1.1 with a 1-year negative trend.	The school has between 15- and 30-days cash on hand OR Between 30- and 60- days cash on hand with a negative one-year trend.	The school experienced one or more instances of minor default during the fiscal year (such as making late payments); however, the school is not currently in default of any financial obligations.	The enrollment variance was between 90% and 95% OR the enrollment variance was less than 90% and the school provided a mid-year amended budget evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments.
Does Not Meet Standard	The school has a Current Ratio of .9 or less.	The school has fewer than 15 days cash on hand.	The school is currently in default of financial obligations.	The enrollment variance was less than 90% and the school did not provide evidence of mid-year budget amendments or operational changes evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments.

Sustainable Health (Reference: MCA 20-11-117(g) and Contract Section 8.6)				
	Total Margin and 3-Year Aggregated Total Margin Rubric	Debt Service Coverage Ratio	Debt to Asset Ratio	Financial Compliance Rubric
Calculation:	Most Recent Year Total Margin: e.g., 2026 Net Income divided by 2026 Total Revenue. 3-Year Aggregated Total Margin: (2026 Net Income +2025 Net Income +2024 Net Income) divided by (2026 Total Revenue +2025 Total Revenue +2024 Total Revenue)	If school owns its facility or if the school leases its facility and the lease is capitalized: (Net Income + Depreciation Expense + Interest Expense) divided by (Principal + Interest + Lease Payments) OR If school leases its facility and the lease is not capitalized: (Facility Lease Payments + Net Income + Depreciation Expense + Interest Expense) divided by (Principal + Interest + Lease Payments)	Total Liabilities, excluding pension liabilities, divided by Total Assets, excluding pension assets	*School must show evidence of every activity listed to meet standard
Data Source:	Annual Fiscal Audit Report	Annual Fiscal Audit Report	Annual Fiscal Audit Report	Annual Fiscal Audit Report, Desk Audit of Policies, other formal notifications received by school

Exceeds Standard		The school's Debt Service Coverage Ratio is 1.5 or greater OR The school operates debt-free	The school has met standard for 3 consecutive years, including the most recently completed school year. OR The school operates debt-free	
Meets Standard	The Aggregated 3-Year Total Margin is positive and the most recent year Total Margin is positive OR The Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive. *Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.	Debt Service Coverage Ratio is between 1.1 and 1.49	The school's Debt to Asset Ratio is less than 0.9	<input type="checkbox"/> Accounting Practices: finances are managed in compliance with GAAP  <input type="checkbox"/> Financial Transparency: expenditures and contracts are posted on the school's site  <input type="checkbox"/> Internal Controls: the school's internal controls are compliant
Approaches Standard	The Aggregated 3-Year Total Margin is greater than -1.5 percent, but the trend does not "Meet Standard."	The school's Debt Service Coverage Ratio is between 0.9 and 1.09	The school's Debt to Asset Ratio is between 0.9 and 1.0	The school was informed of non-compliance with accounting practices, financial transparency, or internal controls, and prompt action to correct is evident.
Does Not Meet Standard	The Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR The most recent year Total Margin is less than -10 percent.	The school's Debt Service Coverage Ratio is less than 0.9	The school's Debt to Asset Ratio is greater than 1.0	The school is operating under a notification of fiscal concern or a notification of possible or imminent closure OR The school was informed of non-compliance with accounting practices, financial transparency, or internal controls and the issues were not corrected within 30 days.



## Start-up Year Program Framework

<p><b>Year 0 Program Engagement:</b> School founder cohorts meet monthly for training; 1-1 consulting with Commission Director; Ask an Expert guest speakers; asynchronous trainings &amp; lectures made available; community of practice groups developed</p>	
Focus Area	Components to Be Developed
Oversight/ Accountability	<ul style="list-style-type: none"> <li>● Charter Board Training</li> <li>● Chartering 101</li> <li>● Annual Report</li> <li>● Monthly/Quarterly Benchmarking</li> <li>● Epicenter© Training</li> </ul>
Mission, Vision, Values & Goals	<ul style="list-style-type: none"> <li>● Refining &amp; developing the Mission, Vision, Values</li> <li>● Training on making and reaching Mission Specific Goals</li> <li>● How to assess/measure Mission Specific Goals</li> </ul>
Strategic Planning	<ul style="list-style-type: none"> <li>● Working back from the mission</li> <li>● Identify core areas of model with definitions/vision</li> <li>● What does success look like?               <ul style="list-style-type: none"> <li>○ How to measure?</li> </ul> </li> <li>● Action plan for accomplishment               <ul style="list-style-type: none"> <li>○ Breakdown by quarter</li> <li>○ Leadership set vision</li> <li>○ Teachers: PD, resources, supports</li> </ul> </li> <li>● Leadership Team Quarterly Tracking               <ul style="list-style-type: none"> <li>○ Action Items/Timeline/Owner</li> </ul> </li> </ul>
Finance	<ul style="list-style-type: none"> <li>● MT Funding Formula</li> <li>● Budget Development</li> <li>● Facility Financing               <ul style="list-style-type: none"> <li>○ Connect with: Equitable Facilities Fund, Building Hope, Charter School Development Corp., etc.</li> </ul> </li> <li>● Grants</li> <li>● Strategic Fundraising</li> <li>● Communications with Office of Public Instruction</li> <li>● Communications with County Treasurers</li> </ul>
Operations	<ul style="list-style-type: none"> <li>● Student Recruitment</li> <li>● Lottery Procedures</li> <li>● Staffing Plan               <ul style="list-style-type: none"> <li>○ Professional Growth</li> <li>○ Measuring Performance</li> </ul> </li> <li>● Curriculum &amp; Supplies Procurement               <ul style="list-style-type: none"> <li>○ Access to state eMACS</li> </ul> </li> <li>● Scheduling &amp; Calendar</li> </ul>
Academics	<ul style="list-style-type: none"> <li>● Measuring Progress/Data Analysis</li> </ul>



### Start-up Year Program Framework

	<ul style="list-style-type: none"> <li>● Professional Development Plan</li> <li>● Meeting Individual Needs-IDEA, 504/ADA, Title programs</li> <li>● Indian Education for All</li> </ul>
<p><b>Culture &amp; Climate</b></p>	<ul style="list-style-type: none"> <li>● Learning Environment               <ul style="list-style-type: none"> <li>○ Expectations</li> <li>○ Procedures</li> <li>○ Routines</li> </ul> </li> <li>● Safety</li> <li>● Student &amp; Staff Wellbeing</li> </ul>
<p><b>Asset Mapping</b></p>	<ul style="list-style-type: none"> <li>● Leveraging Community Resources</li> <li>● Membership with Charter Support Organization</li> <li>● County relationships</li> <li>● Legislative relationships</li> <li>● Parent &amp; Community support organizations</li> </ul>

draft