

Community Choice Schools Commission
Policymaking Subcommittee

September 9, 2024
Steering Committee Webinar
10:00 a.m. to 12:00 p.m.

Agenda Packet Contents:

1. Agenda
2. Application Review and Approval Process Policy-
Even Years
3. Application Review and Approval Process Policy-
Odd Years
4. Authorizer Application
5. Authorizer Contract

Montana Community Choice Schools Commission
Policy Development Subcommittee Steering Committee
Meeting #2 Agenda

September 9, 2024: 10:00 a.m. to 12:00 p.m.

Steering Committee meetings are open to the public electronically on Youtube ([@montanaboardofpubliceducat5954](#)). For those wishing to give public comment, please contact bpe@mt.gov to request the zoom link for the meeting.

	Estimated Time	Details
Item 1	10:00 a.m.	<p>Welcome</p> <ul style="list-style-type: none"> ○ Review Purpose: The Steering Committee will provide strategic feedback to support the MCCSC’s implementation of policies and documents that will enable high-quality Choice Schools and high-quality Authorizers to establish in the state of Montana.
Item 2	10:05 a.m.	<p>Brief Introductions:</p> <ul style="list-style-type: none"> ○ Name, location, background, reasons for participating in the steering committee work
Item 3	10:20 a.m.	<p>Scope of Work:</p> <ul style="list-style-type: none"> ○ Review and provide feedback on the Application, Contract, Performance Framework, and the Proposal Review and Approval Policy for Choice Schools (Meeting 1). ○ Review and provide feedback on the Application, Contract, and the Application Review and Approval Policy for Authorizers (Meeting 2).
Item 4	10:30 a.m.	<p>Guiding Questions:</p> <ul style="list-style-type: none"> ○ Is the document clear, concise, and easy to read? ○ Does any of the information in the document seem redundant or unnecessary? ○ Does the sequence of information within the document make sense? ○ What could be better? ○ Is anything missing? ○ What questions might a local school board still have about the application process? <p>Discussions Points:</p> <ul style="list-style-type: none"> ○ Application Review and Approval Policy for Choice Schools ○ Authorizer Application ○ Authorizer Contract <p>Reference: 20-11-101-126, MCA</p>
Item 5	11:45 a.m.	<p><i>This time will be provided for public comment on items not listed on the agenda. For those wishing to give virtual public comment, please contact bpe@mt.gov to request the Zoom link for the meeting. Members of the public who have joined virtually on Zoom may “raise their hand” at the appropriate time to participate after being recognized. Written public comment may be submitted to the Executive Director of the BPE at bpe@mt.gov and will be shared with the Commission members and included as part of the official public record.</i></p>
Adjourn	12:00 p.m.	



Montana Community Choice Schools Commission

Application Review and Approval Process Policy for Authorizer Applications – Even Years

*This policy is irrelevant to the renewal process of existing Authorizer Contracts and only for Authorizer Applications in **even numbered years**. The schedule for odd numbered years (legislative session years) will vary.*

January

1. The Montana Community Choice Schools Authorizer Application will be issued and posted by January 15th of each year on the [Board of Public Education's](#) website under the Community Choice Schools tab. The Authorizer Application will be broadly publicized statewide.

February

2. Authorizer Applications can be submitted to the Montana Community Choice Schools Commission (Commission) on the second Tuesday of February by 5:00 p.m. All Authorizer Applications will be submitted electronically.
3. The Commission will notify each applicant by email upon receipt of the Authorizer Application.
4. Each Community Choice Schools Authorizer Application will be published on the Board of Public Education's website under the Community Choice Schools tab, allowing the public to read through each Authorizer Application before the Commission takes action.
5. Each Authorizer Application must pass a sufficiency review conducted by the Commission's Application Subcommittee. Any insufficient Authorizer Applications will be identified within 3 business days of receipt, and the applicants will have the opportunity to remedy the insufficient status within 3 business days.
6. The Commission will thoroughly evaluate each complete Authorizer Application and schedule an interview, in-person or by webinar, with each applicant team including but not limited to: Local School Board, Charter Management Organization, Education Service Provider, or proposed Authorizer Director. These interviews will also be open to the public and provide local residents, along with all members of the public, the opportunity to provide input on each complete Authorizer Application before Authorizer Applications are considered for approval or denial by the Commission.
7. The Commission will evaluate each complete Authorizer Application and interview based on the Community Choice Schools Commission Authorizer Application Evaluation Criteria, a policy that guides the Commission's decision to approve or deny an Authorizer Application.



Montana Community Choice Schools Commission

March

8. During the Application review process, the Commission will present a broad overview of each Application to the Education Interim Committee (and Education Interim Budget Committee if possible) for presentation at the Committee's regularly scheduled quarterly convening. The Education Interim Committee will then have an opportunity to respond and provide input to the Commission before Applications are approved or denied.

April

9. The Commission will convene within 60 calendar days of the Application deadline. Each Application will be deliberated individually in an open meeting, and the Commission will take action to approve or deny each application.
10. Approved Applicants will work with the Commission to execute a Contract within 30 calendar days.

May

11. Contracts will be signed within 30 calendar days of approval of application, provided both parties agree to the terms of the Contract.
12. Denied Applications will be provided with a written explanation as to why their application was denied, and Applicants may re-apply in the next Application Cycle or any future Application Cycles.



Montana Community Choice Schools Commission

Application Review and Approval Process Policy for Authorizer Applications – Odd Years

*This policy is irrelevant to the renewal process of existing Authorizer Contracts and only for Authorizer Applications in **odd numbered years**. The schedule for even numbered years will vary.*

January

1. The Montana Community Choice Schools Authorizer Application will be issued and posted by January 15th of each year on the [Board of Public Education's](#) website under the Community Choice Schools tab. The Authorizer Application will be broadly publicized statewide.

May

2. Authorizer Applications can be submitted to the Montana Community Choice Schools Commission (Commission) on the first Tuesday of May by 5:00 p.m. All Authorizer Applications will be submitted electronically.
3. The Commission will notify each applicant by email upon receipt of the Authorizer Application.
4. Each Community Choice Schools Authorizer Application will be published on the Board of Public Education's website under the Community Choice Schools tab, allowing the public to read through each Authorizer Application before the Commission takes action.
5. Each Authorizer Application must pass a sufficiency review conducted by the Commission's Application Subcommittee. Any insufficient Authorizer Applications will be identified within 3 business days of receipt, and the applicants will have the opportunity to remedy the insufficient status within 3 business days.
6. The Commission will thoroughly evaluate each complete Authorizer Application and schedule an interview, in-person or by webinar, with each applicant team including but not limited to: Local School Board, Charter Management Organization, Education Service Provider, or proposed Authorizer Director. These interviews will also be open to the public and provide local residents, along with all members of the public, the opportunity to provide input on each complete Authorizer Application before Authorizer Applications are considered for approval or denial by the Commission.
7. The Commission will evaluate each complete Authorizer Application and interview based on the Community Choice Schools Commission Authorizer Application Evaluation Criteria, a policy that guides the Commission's decision to approve or deny an Authorizer Application.



Montana Community Choice Schools Commission

June

8. During the Application review process, the Commission will present a broad overview of each Application to the Education Interim Committee (and Education Interim Budget Committee if possible) for presentation at the Committee's regularly scheduled quarterly convening. The Education Interim Committee will then have an opportunity to respond and provide input to the Commission before Applications are approved or denied.
9. The Commission will convene within 60 calendar days of the Application deadline. Each Application will be deliberated individually in an open meeting, and the Commission will take action to approve or deny each application.
10. Approved Applicants will work with the Commission to execute a Contract within 30 calendar days.

July

11. Contracts will be signed within 30 calendar days of approval of application, provided both parties agree to the terms of the Contract.
12. Denied Applications will be provided with a written explanation as to why their application was denied, and Applicants may re-apply in the next Application Cycle or any future Application Cycles.



Montana Community Choice Schools Commission

Montana Community Choice Schools Commission Authorizer Application

[Application Date]



Montana Community Choice Schools Commission

Introduction

The Montana Community Choice Schools Commission (Commission) is issuing this Request for Applications for the establishment of Community Choice Schools Authorizers in Montana, in accordance with statutory requirements. The Commission seeks applications that align with its strategic vision for chartering schools. Further information pertaining to Commission law and the Commission's strategic vision, its mission, policies and procedures can be found on the Choice Schools tab on the [Board of Public Education's](#) website.

Application Guidelines

Applicants interested in submitting an application to become a Community Choice Schools Authorizer in Montana must follow these requirements:

- Applicants must be a local school board in the State of Montana;
- Applicants may submit one proposal at a time;
- The complete application narrative may not exceed 50 pages, not including exhibits such as budgets, letters of support, market research reports, etc.;
- Follow all submission instructions; and
- Adhere to application deadlines.

Application Submission and Review Process

The process for submitting and reviewing an application to become a Community Choice Schools Authorizer in Montana will include the following:

- Electronic submission of the Application on the published due date;
- Written notification by email upon receipt of the Authorizer Application;
- A thorough evaluation of the written Applications and interview;
- An interview, in-person or by webinar, with each Applicant Team;
- Applicants will be approved or denied via letter within 60 days of filing;
- Approval or denial decisions will be adopted in an open meeting of the Commission;
- Approved applications will be granted an Authorizing Contract for an initial term of 6 years; and
- Denied applicants will receive clear reasons for denial and may reapply in future application cycles.



Montana Community Choice Schools Commission

Selection Criteria

In reviewing and selecting which applications to approve, the Commission will ensure that all applications reviewed will be approved or denied based on a review of the completeness and quality of information provided in the application. In reviewing and selecting which applications to approve, the Commission will ensure the following:

- Selection criteria are aligned with the Authorizer's Performance Framework;
- 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 authorize successful Community Choice Schools; 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 Authorizer Applicant Information Form

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

Application Narrative

Please submit the following information:

1. Notice of Intent

Per [20-11-107\(3\)\(c\)\(i\), MCA](#), provide a written notification of the local school board's intent to serve as a Community Choice Schools Authorizer in accordance with the law.

2. Strategic Vision

Per [20-11-107\(3\)\(c\)\(ii\), MCA](#), provide an explanation of the local school board's strategic vision for authorizing.



Montana Community Choice Schools Commission

3. Strategic Vision Plan

Per [20-11-107\(3\)\(c\)\(iii\), MCA](#), provide a plan supporting the local school board's strategic vision and an explanation of the local school board's budget and personnel capacity and commitment to execute the duties of Community Choice Schools authorizing.

4. Draft Request for Proposal

Per [20-11-107\(3\)\(c\)\(iv\), MCA](#), provide a draft or preliminary outline of a request for proposal that will solicit Community Choice Schools applicants.

5. Performance Framework

Per [20-11-107\(3\)\(c\)\(v\), MCA](#), provide a description or outline of the Performance Framework the local school board will use as an Authorizer to guide the establishment of a Charter Contract and for ongoing oversight and evaluation of Community Choice Schools.

6. Renewal, Revocation, Nonrenewal, School Closure

Per [20-11-107\(3\)\(c\)\(vi\), MCA](#), provide a draft of the local school board's renewal, revocation, nonrenewal, and school closure process. These processes must be consistent with [20-11-117, MCA](#) and [20-11-118, MCA](#).

7. Assurances

Per [20-11-107\(3\)\(c\)\(vii\), MCA](#), provide a statement of assurance that the local school board commits to the following:

1. Serving as a Community Choice Schools Authorizer in fulfillment of the expectations, spirit, and intent of the Montana Community Choice Schools Act; and
2. Will fully participate in any Authorizer training provided by or required by the Montana Community Choice Schools Commission.

8. Assurances--Transparency

Per [20-11-107\(3\)\(c\)\(viii\), MCA](#), provide a statement of assurance that the local school board will be accountable and transparent in all matters concerning authorizing practices, decisions, and expenditures.



Montana Community Choice Schools Commission

Appendix A

Community Choice School Authorizer Applicant Information Form

Applicant Information
Date:
Local School Board Name:
Local School Board Address:
Phone Number:
Name of Individual Submitting this Application:
Position on Local School Board:
E-mail Address of Individual Submitting this Application:

Applicant Signature
<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. In addition, I do hereby certify to the assurances contained in Questions 7 and 8 contained above in the application narrative.</p> <p>Applicant's Signature _____</p> <p>Date _____</p>

COMMUNITY CHOICE SCHOOL COMMISSION AUTHORIZER CONTRACT

Cover Page

Local School Board Name:	
Authorizer Contract Start Date:	
Authorizer Contract Expiration Date:	
Exhibits The following Exhibits are included with this Contract: Exhibit A-Authorizer's Application Exhibit B-Authorizer's Choice School Performance Framework Exhibit C-Commission's Authorizer Performance Framework for annual report	
Notices to the Commission: <i>Address or Email</i>	Notices to the Local School Board: <i>Address or email</i>

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TABLE OF CONTENTS

**SECTION 1
DEFINITIONS**

Section

Section 1.1 Certain Definitions 4

**SECTION 2
CONTRACT TERM**

Section 2.1 Term 5

**SECTION 3
COMMISSION-AUTHORIZER RELATIONSHIP**

Section 3.1 Parties 5
Section 3.2 Independent Status of the Commission 5
Section 3.3 Independent Status of the Local School Board 6

**SECTION 4
COMMISSION RESPONSIBILITIES**

Section 4.1 Commission Oversight Responsibilities 6
Section 4.2 Annual Report 6

**SECTION 5
LOCAL SCHOOL BOARD RESPONSIBILITIES AS AN AUTHORIZER**

Section 5.1 Authority to Authorize 6
Section 5.2 Authorizing Responsibilities of Local School Board 6
Section 5.3 Delegation of Duties 7
Section 5.4 Authorizing Policies 8
Section 5.5 Annual Report Required information 8
Section 5.6 Conflict of Interest 8
Section 5.7 Notice to the Commission 9

**SECTION 6
OVERSIGHT FEE**

Section 6.1 Oversight Fee 9

**SECTION 7
RENEWAL, NON-RENEWALSPECIAL REVIEW, REVOCATION AND TRANSFER**

Section 7.1 Renewal 9

Section 7.2	Non-Renewal	9
Section 7.3	Special Review	9
Section 7.4	Revocation	10
Section 7.5	Transfer of Local School Board’s Choice School Contracts	10
Section 7.6	Wind-up and Dissolution	10

**SECTION 8
GENERAL PROVISIONS**

Section 8.1	Order of Precedence.....	10
Section 8.2	Amendments	11
Section 8.3	Merger	11
Section 8.4	Non-Assignment.....	11
Section 8.5	Governing Law and Enforceability.....	11
Section 8.6	No Third-Party Beneficiary	11
Section 8.7	No Waiver	11
Section 8.8	Notice.....	11
Section 8.9	Severability	11
Section 8.10	Referenced Law, Policies, and Procedures.....	12
Section 8.11	Survival of Certain Contract Terms	12

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AUTHORIZER CONTRACT

This authorizer contract (the “Contract”) by and between the Community Choice School Commission (“Commission”) and the Local School Board 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 Authorizer 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 to become an Authorizer of community choice schools.
- c. **Authorizer** means the Commission or a local school board approved by the Commission to act as a choice school Authorizer within the boundaries of the traditional school district overseen by the local school board.
- d. **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.
- e. **Commission** means the community choice school commission provided for in the Community Choice Schools Act, [20-11-106, MCA](#).
- f. **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.

- g. **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 or Authorizer intends to contract for educational design, implementation, or comprehensive management.
- h. **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.
- i. **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.
- j. **Parent** means a parent, guardian, or other person or entity having legal custody of a child.
- k. **Resident school district** means the public school district in which a student resides.
- l. **Student** means a child who is eligible for attendance in a public school in the state.
- m. **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.
- n. **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 is effective as of the date of execution for a term of six years (6 years), to expire on [Expiration Date]. This Contract may be renewed in accordance with Section 7, below.

SECTION 3: COMMISSION-AUTHORIZER RELATIONSHIP

3.1 Parties.

This Agreement is entered into between the (Local School Board Name) (“Local School 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, [20-11-101 through -126, MCA](#). Nothing in this Contract shall be deemed to be any waiver of the Commission’s powers or independent status and the Local School Board shall not be deemed to be part of the Commission.

3.3 Independent Status of the Local School Board.

The Local School Board is the elected board of a public school district approved to act as an Authorizer by the Community Choice School Commission and the Community Choice Schools Act. The Local School Board is not a division or part of the Commission. The relationship between the Local School Board and the Commission is based solely on the applicable provisions of the Community Choice Schools Act and the terms of this Contract, or other agreements between the Commission and Local School Board, if applicable.

SECTION 4: COMMISSION RESPONSIBILITIES

4.1 Commission Oversight Responsibilities.

The Commission is responsible for overseeing the performance and effectiveness of the Local School Board as an Authorizer.

4.2 Annual Report.

By October 15 of each year, the Commission will provide the requirements for the format, content, and submission of the annual report to be provided by the Local School Board in its authorizing capacity. The Commission will provide this information on its website.

SECTION 5: LOCAL SCHOOL BOARD RESPONSIBILITIES AS AN AUTHORIZER

5.1 Authority to Authorize.

The Local School Board is granted authority to act as an authorizer of Choice Schools for the term granted in Section 2.1 of this Contract. The Local School Board shall act as the authorizer from year to year during the term of this Contract as long as it fulfills the authorizing duties and expectations set forth in this Contract and the Choice Schools Act, and remains in good standing with the Commission.

5.2 Authorizing Responsibilities of Local School Board.

The Local School Board shall monitor the performance and legal compliance of the Choice Schools that it authorizes, including the collecting and analyzing of data to support ongoing evaluations in accordance with its Choice School Contracts. The Local School Board shall also execute the following essential powers and duties:

- a. Solicit and evaluate choice school proposals, consistent with [20-11-111, MCA](#);
- b. Approve choice school proposals that meet identified educational needs and promote a diversity of educational choices, as specified in [20-11-108\(1\)\(b\), MCA](#);
- c. Decline to approve inadequate choice school proposals;
- d. Negotiate and execute sound charter contracts with each approved choice school;
- e. By March 1 prior to a choice school's first year of operation, provide an estimate of the choice school's enrollment broken down by resident school districts to the superintendent of public instruction for review and possible adjustment, pursuant to [20-11-124\(2\), MCA](#);

- f. By February 1, communicate to the superintendent of public instruction the percentage of the basic entitlement amount under [20-9-306, MCA](#) to be included in the located school district's general funding budget, pursuant to [20-11-124\(2\), MCA](#);
- g. Monitor the performance and legal compliance of choice schools in accordance with its Charter Contract terms and [20-11-117\(4\)\(a\), MCA](#);
- h. In conjunction with each choice school it oversees, set annual performance targets designed to help each school meet applicable federal, state, and authorizer expectations;
- i. Collect and analyze data from each choice school it oversees in accordance with the performance framework set forth in its Charter Contract;
- j. In the event of that a choice school's performance or legal compliance appears unsatisfactory, promptly notify the choice school of the perceived problem and provide a reasonable opportunity for the school to remedy the problem;
- k. By June 30 of each year, issue a choice school performance report and charter renewal application guide to any choice school whose Charter Contract will expire the following year, in accordance with [20-11-117\(5\), MCA](#);
- l. Rule on choice school renewal applications within 30 days after filing, pursuant to [20-11-117\(8\), MCA](#);
- m. Develop revocation and nonrenewal processes consistent with [20-11-118\(2\), MCA](#);
- n. Determine whether each charter contract merits renewal, nonrenewal, or revocation;
- o. Develop a choice school closure protocol to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets in accordance with [20-11-118\(5\), MCA](#) and the Community Choice Schools Act; and
- p. Oversee the closure and work with the closing choice school to ensure a smooth and orderly closure and transition for students and parents.

5.3 Delegation of Duties.

The Local School Board may delegate its authorizing duties to its officers, employees, and contractors.

5.4 Authorizing Policies.

The Local School Board will develop, carry out, and maintain authorizing policies and practices that are consistent with nationally recognized principles and standards in all major areas of authorizing responsibilities, including the following:

- a. Organizational capacity and infrastructure;
- b. Soliciting and evaluating choice school proposals consistent with the requirements of [20-11-111, MCA](#);
- c. Performance contracting;
- d. Ongoing community choice school oversight and evaluation; and
- e. Charter contract renewal decisionmaking.

5.5 Annual Report Required Information.

The Local School Board shall submit an annual report to the Commission that summarizes the following information:

- a. The Local School Board's strategic vision for authorizing and progress toward achieving that vision;
- b. Academic and financial performance of all authorized operating choice schools overseen by the Local School Board in its authorizing capacity, according to the performance expectations for choice schools set forward in the Community Choice Schools Act.
- c. The status of the Local School Board's authorized choice schools portfolio, identifying all choice schools approved but not yet open, operating, renewed, transferred, revoked, not renewed, voluntarily closed, or never opened;
- d. The authorizing functions provided by the Local School Board as an authorizer to the choice schools under its direction, including its operating costs and expenses detailed in annual audited financial statements that conform with generally accepted accounting principles; and
- e. The services purchased from the Local School Board as an authorizer by a choice school under its direction, including an itemized accounting of the actual costs of these services, as required in [20-11-109, MCA](#).

5.6 Conflict of Interest.

An employee, trustee, agent, or representative of the Local School Board may not simultaneously serve as an employee, trustee, agent, representative, vendor, or contractor of a community choice school that it authorizes.

5.7 Notice to the Commission

The Local School Board, in its capacity as an authorizer, must report to the Commission (with copies of its report to the choice school involved) within 10 days if it does any of the following:

- a. Makes a decision to approve or deny a charter school proposal. The report must include a copy of the executed Charter Contract, if applicable, the Local School Board's resolution setting forth the action taken, reasons for the decision, and provide assurances of compliance with all procedural requirements and proposal elements set forth in [20-11-111, MCA](#); or
- b. Makes a decision to renew, not renew, or revoke a charter contract. The report must include a copy of the Local School Board's resolution setting forth the action taken, the reasons for the decision, and provide assurance of compliance with [20-11-118, MCA](#). Decisions reported to the Commission under this sub-section (b) may be appealed in writing within 30 days of the Commission's receipt of the Local School Board's report. In the event of an appeal, the Commission will set the matter for hearing at its next available meeting and will affirm, modify, or reverse the Local School Board's decision by the vote of a quorum of its members.

SECTION 6: OVERSIGHT FEE

6.1 Oversight Fee.

The Commission shall establish a statewide formula for all Authorizers (Local School Boards) to use when applying oversight fees to their authorized schools.

SECTION 7: RENEWAL, NON-RENEWAL, SPECIAL REVIEW, TRANSFER, AND REVOCATION

7.1 Renewal.

In considering the renewal of this Contract, the Commission shall review the annual report submitted by the Local School Board, per Section 5.5. of this contract. If the Commission finds the annual report meets all requirements and finds that the Local School Board is fulfilling its duties as an authorizer under the Community Choice Schools Act and this Contract, the contract will be renewed for a period of time set by the Commission.

7.2 Non-Renewal.

The Commission may choose not to renew this Contract if the Local School Board has not fulfilled its duties as an authorizer, has not met the expectations set forth in this Contract or in the Community Choice Schools Act, or if the Local School Board is no longer in good standing with the Commission. If the Commission does not renew this Contract, the Local School Board must work with the Commission to wind-up and dissolve in accordance with Section 7.6 of this Contract and the Community Choice Schools Act.

7.3 Special Review.

Persistently unsatisfactory performance of a Local School Board's portfolio of choice schools, a pattern of well-founded complaints about the Local School Board or its choice schools, or a

determination by the Commission that the Local School Board is not in compliance with this Contract, an existing Charter Contract, or any requirements under the Community Choice Schools Act may trigger special review of the Local School Board's authorizer status. To conduct its special review, the Commission will notify the Local School Board in writing of the identified problems and shall provide the Local School Board with an appropriate amount of time to respond and remedy the the problems. Amounts of time granted will vary on circumstances of the situation.

7.4 Revocation.

The Commission may revoke this contract if any of the following occur:

- a. it finds evidence of material or persistent failure to carry out the duties in Section 5 of this Contract and [20-11-108, MCA](#) by the Local School Board.
- b. If the Local School Board fails to respond and remedy any problems identified by the Commission within the granted amount of time, per Section 7.3.

If the Commission intends to revoke the Local School Board's authorizing contract, the Commission will notify the Local School Board with a reasonable amount of time under the circumstances, of its intent to revoke the Local School Board's authorizing authority, unless the Local School Board demonstrates a timely and satisfactory remedy for the identified violation or deficiencies.

7.5 Transfer of Local School Board's Choice School Contracts.

The Local School Board may request, by special petition, permission from the Commission to transfer its Choice School contracts to a different authorizer before the expiration of the Choice School charter contract terms. The Commission will consider any petitions received under this Section on a case-by-case basis and may grant the transfer requests in response to special circumstances and if there is evidence that the transfer would service the best interest of the Choice School's students.

7.6 Wind-up and Dissolution.

In the event of revocation, non-renewal of the Local School Board's authorizing authority, or approved requests to transfer Charter Contracts held by the Local School Board, the Commission will manage the timely and orderly transfer of each Charter Contract held by the Local School Board to another authorizer in the state, with the mutual agreement of each affected choice school and proposed new authorizer. The new authorizer shall assume the existing Charter Contract(s) for the remainder of the Contract term.

SECTION 8: GENERAL PROVISIONS

8.1 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; the original Application; and other exhibits to this Contract.

8.2 Amendments.

No amendment to this Contract will be valid unless ratified in writing by the Commission, approved by a quorum of the Commission and the Local School Board, and executed by authorized representatives of both parties.

8.3 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.

8.4 Non-Assignment.

Except as herein specified, neither party to this Contract will assign or attempt to assign any rights, benefits, or obligations 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.

8.5 Governing Law and Enforceability.

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

8.6 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.

8.7 No Waiver.

The parties agree that no assent, express 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

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Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

<p>LOCAL SCHOOL BOARD [LOCAL SCHOOL BOARD NAME]</p> <p>By: _____ Chairperson, Local School Board</p> <p>Date: _____</p>	<p>CHOICE SCHOOL COMMISSION</p> <p>By: _____ Chairperson, Commission</p> <p>Date: _____</p>
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