



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 | 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. Application Launch Date Announced: The Community Choice Schools Application Deadline will be issued and posted by June 1st 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)

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 [bpe.mt.gov](#) under the Community Choice Schools tab.
3. Notice of Intent: Applicants send the Community Choice Schools Commission (Commission) a Notice of Intent to apply for a new Community Choice School.
4. 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.
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.

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

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.
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 deliberated 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 st of each year on the Board of Public Education's (Board) website 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 bpe.mt.gov 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. |
| | 4. 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. |
| | 5. 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) |
| | 6. Pitch Meetings | Applicants pitch their model and ask clarifying technical questions to the Commission's Application Review Subcommittee in a 30 minute Zoom meeting. |
| | 7. 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. |
| | 8. 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. |
| | 9. 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. |
| | 10. 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. |
| | 11. 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. |
| | 12. Application Summaries | The Commission Director will make a summary presentation of each application to the BPE. |



Community Choice Schools Application Directions to Founders

| | | |
|--|---|--|
| | Presented to the Board of Public Education | |
| | 13. 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. |
| | 14. Notice of Application Approval or Denial | Applicants will be notified via phone and in writing of the approval. Approved Applications will advance to the Contracting stage. 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. |
| | 15. 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. |
| | 16. 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 Policy

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Updates will be made to the policy once the Commission's application is approved and training is provided.



Information Sessions Procedures

Dates:

Request Zoom Link: email 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



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 | |
|---|--|

| 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

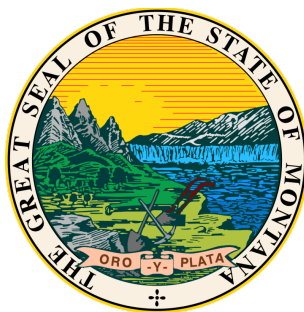
Resources

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



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 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.

Commission's Strategic Vision

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

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 as 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.

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. **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.
5. **Parent Involvement:** Opportunities and expectations for parent involvement;
6. **Contracts:** An explanation of any partnerships or contractual relationships central to the proposed school's operations or mission;
7. **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;
8. **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

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 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.

1. **School Conversion:**
 - a. Petition of support;
 - b. Evidence of past performance and current capacity for growth;
 - c. 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 students as coded by The Office of Public Instruction), provide evidence of the following:
 - i. Evidence that the third-class district has elected to establish a community choice school;
 - ii. Evidence that the third-class district has elected to convert a grade or grades to a choice school

- from an existing school;
- iii. The choice school is a tribal choice school;
- iv. The choice school is a virtual community choice school; or
- v. 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. 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. Methods of contract oversight and enforcement;
- g. Investment disclosure and conditions for renewal and termination of the contract; and
- h. 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.

3. 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; and
- 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 and parent-teacher conferences.

4. 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; and
- 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. **Mental Wellbeing:** What is your plan to attend to the mental well-being 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.

Appendix A
Community Choice School 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 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Applicant Signature | | | |
| 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. | | | |
| Applicant's Name _____ Applicant's Signature _____ Date _____ | | | |

Appendix B
Projected Enrollment Form

| Year of Operation | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Total |
|-------------------|---|---|---|---|---|---|---|---|---|---|----|----|----|-------|
| 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
Board Governance Information Form

| Name of Proposed Board Member | Current Occupation | Background/Expertise | Phone Number | E-mail |
|-------------------------------|--------------------|----------------------|--------------|--------|
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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.

| 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. | | No | Yes |
|---|---|-------|-----|
| 1. | Do or will you or your spouse have any contractual agreements with the proposed public charter 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 public charter school? | | |
| 3. | Did or will you or your spouse lease or sell property to the proposed public charter school? | | |
| 4. | Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed public charter school? | | |
| 5. | Have you or your spouse guaranteed any loans for the proposed public charter 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 public charter school, its ESP or other contractors? | | |
| 7. | Did you or your spouse provide any start-up funds to the proposed public charter 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 public charter 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 public charter 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 public charter school? | | |
| Printed Name: | | | |
| Title: | | | |
| Signature: | | Date: | |



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](#)

THIS PAGE INTENDED AS A PLACEHOLDER FOR THE CONTRACT TO
REDUCE PAGES IN THE AGENDA PACKET



MONTANA
COMMUNITY
CHOICE SCHOOLS

Charter Contract

(Contract Dates)



MONTANA
COMMUNITY
CHOICE SCHOOLS

Charter Contract

(Contract Dates)

| | |
|---|--|
| Choice School Name | |
| Choice School Mailing Address | |
| Choice School Contact Email | |
| Charter Term Start | |
| Charter Term Expiration | |
| Initial Grades Served | |
| Exhibits included with this Contract: | |
| Commission Director Email & Mailing Address | |

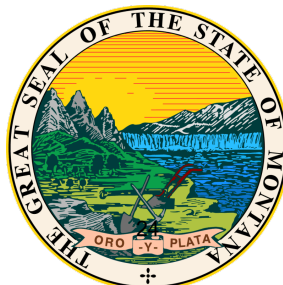


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CHARTER SCHOOL CONTRACT

This 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 (XX).
- 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 is effective as of the date of execution for a charter term to begin on the Charter Term Start date indicated on the Cover Page of this Contract and to terminate on the Charter Term Expiration date as indicated on the Cover Page of this Contract, unless modified or extended as described herein. This Contract may be renewed in accordance with **Section 10**, below. [****NOTE:** Initial term is for 5 years]

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 ten (10) 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 (XX) 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.

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 Pre-Opening Conditions

The parties agree that any pre-opening conditions specified in this Contract 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.

5.2 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)).

5.3 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.

5.4 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 July 1 as set forth in the Annual Calendar of Reporting Requirements.

5.5 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.

5.6 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.

5.7 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 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 Performance Framework and Commission's Annual Review of Schools. The Choice School shall be subject to the Performance Framework developed by the Commission in accordance with applicable law (MCA 20-11-111(3)). Based on the Performance Framework, the Commission will issue an Annual Performance Report for the School based on its review of relevant data measures. The specific terms, form, and requirements of the Performance Framework and Annual Performance Report, including any required indicators, measures, metrics, and targets are maintained and disseminated by the Commission and will be binding on the Choice School. The Performance Framework is included as Exhibit (XX) to this contract. In the event that the Choice School's performance or legal compliance appears unsatisfactory, the Commission will notify the school of the perceived problem and provide a reasonable opportunity for the school to remedy the

problem, according to Commission policy and procedure.

7.5 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 and/or nationally recognized best practices, or other circumstances that make assessment based on the existing Performance Framework and Annual Performance Report requirements impracticable or undesirable to the Commission. Any amendments to the Performance Framework will be voted on in an open meeting of the Commission with a quorum present.

SECTION 8: FINANCIAL MATTERS

8.1 Funding and Disbursement of Per Pupil Revenue.

[TBD during implementation with 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 the preparation of its budget and shall implement the Governing Board-approved operating budget. In accordance with the timelines provided 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 Commission review for statutory compliance and compliance with the terms and conditions of the Contract. Any subsequently approved revisions to the budget shall be provided to the Commission within fifteen (15) days following Governing Board approval. Budgets must be developed and adopted in accordance with the provisions of Title 20, Chapter 9, Part 1, to the extent those requirements are not inconsistent with the requirements of the Community Choice Schools Act or this Contract.

8.4 Contracting.

The Choice School shall adhere to all applicable laws and regulations and Commission policies related to procuring and contracting for goods and services, including but not limited to student data privacy laws. The Choice School further agrees to adhere to best practices relating to procuring and contracting for goods and services, including standards related to arms-length transactions and other conflicts of interest. The Choice School will not extend the faith and credit of the Commission to any third person or entity. The Choice School acknowledges and agrees that it has no authority to enter into a Contract that would bind the Commission. Each Contract or legal relationship entered into by the Choice School shall include the following provision in addition to all other legally-required provisions:

- A. The contractor acknowledges that the Choice School is not an agent of the Commission, and accordingly the contractor expressly releases the Commission from any and all liability 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 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 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 required for the efficient and effective operation of the School. All employees hired by the Choice School shall be employees of the Governing Board and shall under no circumstances, including for the purposes of any public employee retirement plan, be considered an employee 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 with an Educational Service Provider, the school will submit a draft of the proposed agreement to the Commission 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.

This Contract may be renewed for up to 5 years, though the term may vary based on performance, demonstrated capacities, and particular circumstances of the School. Renewal may be granted with conditions for necessary improvement (MCA 20-11-117(8)(b)).

- A. **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.

10.2 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.

10.3 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, and will be held before the Board of Public Education. 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.

10.4 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 this contract in Exhibit (XX).

10.5 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.

10.6 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].

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

| CHOICE SCHOOL [SCHOOL NAME] | CHOICE SCHOOL COMMISSION |
|---|--------------------------------------|
| By: _____ Chairperson, Governing Board | By: _____ Chairperson, Commission |
| Date: _____ | Date: _____ |



**MONTANA
COMMUNITY
CHOICE SCHOOLS**

Performance Framework

Academic Measures
Operational Measures
Financial Measures

ACADEMIC MEASURES

[MCA-20-11-117\(1\)\(a-h\)](#)

1. Math Proficiency
2. ELA Proficiency
3. Math Growth
4. ELA Growth
5. Achievement Gap(s) Proficiency—Math
6. Achievement Gap(s) Proficiency—ELA
7. Achievement Gap(s) Growth—Math
8. Achievement Gap(s) Growth—ELA
9. Attendance
10. Recurrent Enrollment
11. Postsecondary Readiness
12. Appendix of Pre-Approved Nationally Normed Assessments

1. MATH PROFICIENCY

Proficiency Level: Montana Community Choice Schools will use the proficiency rates as determined by a nationally normed assessment to be determined in conjunction with the Commission and identified in the Contract. [Actual variables for determining proficiency depend on the specific assessment's metrics and targets.]

| Math Proficiency Rubric *Below example percentiles based on an average of the 50 th percentile. | |
|---|--|
| Exceeds Standard (3) | The school's proficiency rate is greater than (XX) OR The school's proficiency average is at or above the 90 th percentile. |
| Meets Standard (2) | The school's proficiency rate is equal to or greater than (XX) OR The school's proficiency average is at or above the (75 th percentile). |
| Approaches Standard (1) | The school's proficiency rate falls between the (35 th and 74 th percentile). |
| Does Not Meet Standard (0) | The school's proficiency rate falls below (35 th percentile). |

2. ELA PROFICIENCY

Proficiency Level: Montana Community Choice Schools will use the proficiency rates as determined by a nationally normed assessment to be determined in conjunction with the Commission and identified in the Contract. [Actual variables for determining proficiency depend on the specific assessment's metrics and targets.]

| ELA Proficiency Rubric *Below example percentiles based on an average of the 50 th percentile. | |
|--|--|
| Exceeds Standard (3) | The school's proficiency rate is greater than (XX) OR The school's proficiency average is at or above the 90 th percentile. |
| Meets Standard (2) | The school's proficiency rate is equal to or greater than (XX) OR The school's proficiency average is at or above the (75 th percentile). |
| Approaches Standard (1) | The school's proficiency rate falls between the (35 th and 74 th percentile). |
| Does Not Meet Standard (0) | The school's proficiency rate falls below (35 th percentile). |

3. MATH GROWTH

Growth Rate: Montana Community Choice Schools will use growth rates as determined by a nationally normed assessment to be determined in conjunction with the Commission and identified in the Contract. [Actual variables for determining growth rate depend on the specific assessment's metrics and targets.]

| Math Growth Rubric *Below example percentiles based on an average of the 50 th percentile. | |
|--|---|
| Exceeds Standard (3) | The school's growth rate is greater than (XX) OR The school's growth rate is at or above the (90 th percentile). |
| Meets Standard (2) | The school's growth rate is equal to or greater than the (75th percentile). |
| Approaches Standard (1) | The school's growth rate falls between the (35 th and 74 th percentile). |
| Does Not Meet Standard (0) | The school's growth rate falls below (35 th percentile). |

4. ELA GROWTH

Growth Rate: Montana Community Choice Schools will use growth rates as determined by a nationally normed assessment to be determined in conjunction with the Commission and identified in the Contract. [Actual variables for determining growth rate depend on the specific assessment's metrics and targets.]

| ELA Growth Rubric *Below example percentiles based on an average of the 50 th percentile. | |
|---|---|
| Exceeds Standard (3) | The school's growth rate is greater than (XX) OR The school's growth rate is at or above the (90 th percentile). |
| Meets Standard (2) | The school's growth rate is equal to or greater than the (75th percentile). |
| Approaches Standard (1) | The school's growth rate falls between the (35 th and 74 th percentile). |
| Does Not Meet Standard (0) | The school's growth rate falls below (35 th percentile). |

5. ACHIEVEMENT GAP – MATH PROFICIENCY

Achievement Proficiency Subgroups: Montana Community Choice Schools will use the proficiency rates as determined by a nationally normed assessment to be determined in conjunction with the Commission and identified in the Contract to measure the achievement gap(s) between major subgroups. [Actual variables for differential/suboptimal proficiency rates depend on the specific assessment's metrics and targets.]

| Achievement Gap Math Proficiency Subgroups Rubric | |
|---|---|
| Meets Standard (1) | Each major subgroup's math proficiency rate equals or exceeds the school's overall math proficiency rate. |
| Does Not Meet Standard (0) | Variability exists between major subgroups' math proficiency rates. One or more major subgroup's math proficiency rate is (XX%) below the school's overall math proficiency rate. |

6. ACHIEVEMENT GAP – ELA PROFICIENCY

Achievement Proficiency Subgroups: Montana Community Choice Schools will use the proficiency rates as determined by a nationally normed assessment to be determined in conjunction with the Commission and identified in the Contract to measure the achievement gap(s) between major subgroups. [Actual variables for differential/suboptimal proficiency rates depend on the specific assessment's metrics and targets.]

| Achievement Gap ELA Proficiency Subgroups Rubric | |
|--|--|
| Meets Standard (1) | Each major subgroup's ELA proficiency rate equals or exceeds the school's overall ELA proficiency rate. |
| Does Not Meet Standard (0) | Variability exists between major subgroups' ELA proficiency rates. One or more major subgroup's ELA proficiency rate is (XX%) below the school's overall ELA proficiency rate. |

7. ACHIEVEMENT GAP – MATH GROWTH

Achievement Growth Subgroups: Montana Community Choice Schools will use the growth rates as determined by a nationally normed assessment to be determined in conjunction with the Commission and identified in the Contract to measure the achievement gap(s) between major subgroups. [Actual variables for differential/suboptimal proficiency rates depend on the specific assessment's metrics and targets.]

| Achievement Gap Math Growth Subgroups Rubric | |
|--|--|
| Meets Standard (1) | Each major subgroup's math growth rate equals or exceeds the school's overall math growth rate. |
| Does Not Meet Standard (0) | Variability exists between major subgroups' math growth rates. One or more major subgroup's math growth rate is (XX%) below the school's overall math growth rate. |

8. ACHIEVEMENT GAP – ELA GROWTH

Achievement Growth Subgroups: Montana Community Choice Schools will use the growth rates as determined by a nationally normed assessment to be determined in conjunction with the Commission and identified in the Contract to measure the achievement gap(s) between major subgroups. [Actual variables for differential/suboptimal proficiency rates depend on the specific assessment's metrics and targets.]

| Achievement Gap ELA Growth Subgroups Rubric | |
|---|---|
| Meets Standard (1) | Each major subgroup's ELA growth rate equals or exceeds the school's overall ELA growth rate. |
| Does Not Meet Standard (0) | Variability exists between major subgroups' ELA growth rates. One or more major subgroup's ELA growth rate is (XX%) below the school's overall ELA growth rate. |

9. ATTENDANCE

Attendance: Montana Community Choice Schools will use the school's average daily attendance rate to measure the school's performance against the attendance rate standard.

| Attendance Rubric | |
|----------------------------|--|
| Exceeds Standard (3) | The school's average daily attendance rate is 95% or higher. |
| Meets Standard (2) | The school's average daily attendance rate is between 90% and 94%. |
| Approaches Standard (1) | The school's average daily attendance rate is between 85% and 89%. |
| Does Not Meet Standard (0) | The school's average daily attendance rate is below 85% |

10. RECURRENT ENROLLMENT

Recurrent enrollment refers to the rate at which students re-enroll in the same school from year to year. Commission policy (How to Calculate Recurrent Enrollment) determines calculation standards for this metric.

| Recurrent Enrollment Rubric | |
|-----------------------------|--|
| Exceeds Standard (3) | The school's average re-enrollment rate is (XX%) or higher. |
| Meets Standard (2) | The school's average re-enrollment rate is between (XX% and XX%). |
| Approaches Standard (1) | The school's average re-enrollment rate is between (XX% and XX%). |
| Does Not Meet Standard (0) | The school's average re-enrollment rate is below (XX%). |

7

11. POSTSECONDARY READINESS

Adjusted Cohort Graduation Rate (ACGR): High schools will be evaluated based on their 4- Year ACGR.

| Postsecondary Readiness Rubric (College and Career Readiness) | |
|---|---|
| Exceeds Standard (3) | The school's 4-year ACGR is greater than 91%. |
| Meets Standard (2) | The school's 4-year ACGR is equal to or exceeds the average ACGR rate for the State. |
| Approaches Standard (1) | The school's 4-year ACGR falls between (XX%) and the State average. |
| Does Not Meet Standard (0) | The school's 4-year ACGR is below (XX%). |

OPERATIONAL MEASURES

OPERATIONAL PERFORMANCE

1. Governance Oversight
2. Operational Compliance

1. Governance Oversight Rubric

Data Sources: Board meeting minutes, school policies, continuous improvement plan (or other strategic planning evidence if submitted by the school), and verification of submission of annual administrator evaluation.

| Governance Oversight Rubric *School must show evidence of every activity listed to meet standard | |
|---|---|
| Meets Standard (1) | <ul style="list-style-type: none"> o The board monitors academic performance at least once a quarter. o The board reviews financial reports at each board meeting. o The board maintains compliant policies. o The board engages in strategic planning. o The board conducts an annual evaluation of its school leader o The board conducts an annual evaluation of its management organization, if applicable. o The board regularly monitors compliance with its charter contract. o The board regularly monitors compliance with applicable law and regulations. |
| Does Not Meet Standard (0) | The school is out of compliance in any one of the governance activities monitored above. |

2. Operational Compliance

Data Source: The Montana Community Choice School Commission (Commission).

| Operational Compliance Rubric | |
|-----------------------------------|--|
| Meets Standard (1) | 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 (0) | 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 OR documents submitted on time were incomplete. |

FINANCIAL MEASURES

NEAR TERM HEALTH

1. Current Ratio
2. Unrestricted Days Cash
3. Default
4. Enrollment Variance

SUSTAINABLE HEALTH

5. Debt Service Coverage Ration
6. Debt to Asset Ratio
7. Financial Compliance Rubric

NEAR TERM HEALTH:

1. Current Ratio

Calculation: Current Assets divided by Current Liabilities

Data Source: Annual Fiscal Audit Report

| Current Ratio Rubric | |
|----------------------------|---|
| Exceeds Standard (3) | The school has a Current Ratio of more than 1.5 |
| Meets Standard (2) | The school has a Current Ratio of at least 1.1 OR between 1.0 and 1.1 with a 1-year positive trend |
| Approaches Standard (1) | 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. |
| Does Not Meet Standard (0) | The school has a Current Ratio of .9 or less. |

2. Unrestricted Days Cash

Calculation: Unrestricted Cash and investments divided by ((Total Expenses minus Deprecation Expense) / 365). Data

Source: Annual Fiscal Audit Report

| Unrestricted Days Cash Rubric | |
|-------------------------------|---|
| Exceeds Standard (3) | The school has more than 60-days cash on hand. |
| Meets Standard (2) | 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. |

| | |
|----------------------------|---|
| Approaches Standard (1) | 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. |
| Does Not Meet Standard (0) | The school has fewer than 15 days cash on hand. |

3. Default

Calculation: No calculation.

Data Source: Annual Fiscal Audit Report, Terms of Debt, Other Formal Notifications Received by School.

| Default Rubric | |
|----------------------------|---|
| Exceeds Standard (3) | The school has met standards for at least 3 consecutive years, including the most recently completed school year. |
| Meets Standard (2) | 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. |
| Approaches Standard (1) | 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. |
| Does Not Meet Standard (0) | The school is currently in default of financial obligations. |

4. Enrollment Variance

Calculation: Actual enrollment

Data Source: (XX)

| Enrollment Variance Rubric | |
|----------------------------|---|
| Exceeds Standard (3) | The school has met standards for at least 3 consecutive years, including the most recently completed school year. |

| | |
|----------------------------|--|
| Meets Standard (2) | Enrolment variance is equal to or greater than 95%. |
| Approaches Standard (1) | 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 (0) | 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:

5. Total Margin and 3-Year Aggregated Total Margin

Calculation: Most Recent Year Total Margin: e.g., 2019 Net Income divided by 2019 Total Revenue. 3-Year

Aggregated Total Margin: (2019 Net Income +2018 Net Income +2017 Net Income) divided by (2019 Total Revenue +2018 Total Revenue +2017 Total Revenue)

Data Source: Annual Fiscal Audit Report

| Total Margin and 3-Year Aggregated Total Margin Rubric | |
|--|--|
| Meets Standard (2) | <p>The Aggregated 3-Year Total Margin is positive and the most recent year Total Margin is positive OR</p> <p>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.</p> <p>*Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.</p> |
| Approaches Standard (1) | The Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard." |
| Does Not Meet Standard (0) | <p>The Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR</p> <p>The most recent year Total Margin is less than -10 percent.</p> |

6. Debt Service Coverage Ratio

Calculation: 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) Data

Source: Annual Fiscal Audit Report

| |
|------------------------------------|
| Debt Service Coverage Ratio Rubric |
|------------------------------------|

| | |
|----------------------------|--|
| Exceeds Standard (3) | The school's Debt Service Coverage Ratio is 1.5 or greater OR The school operates debt-free |
| Meets Standard (2) | Debt Service Coverage Ratio is between 1.1 and 1.49 |
| Approaches Standard (1) | The school's Debt Service Coverage Ratio is between 0.9 and 1.09 |
| Does Not Meet Standard (0) | The school's Debt Service Coverage Ratio is less than 0.9 |

7. Debt to Asset Ratio

Calculation: Total Liabilities, excluding pension liabilities, divided by Total Assets, excluding pension assets

Data Source: Annual Fiscal Audit Report

| Debt to Asset Ratio Rubric | |
|----------------------------|--|
| Exceeds Standard (3) | The school has met standard for 3 consecutive years, including the most recently completed school year. OR The school operates debt-free |
| Meets Standard (2) | The school's Debt to Asset Ratio is less than 0.9 |
| Approaches Standard (1) | The school's Debt to Asset Ratio is between 0.9 and 1.0 |
| Does Not Meet Standard (0) | The school's Debt to Asset Ratio is greater than 1.0 |

8. Financial Compliance Rubric

Data Source: Annual Fiscal Audit Report, Desk Audit of Policies, other formal notifications received by school

| Financial Compliance Rubric *School must show evidence of every activity listed to meet standard | |
|---|--|
| Meets Standard (2) | <ul style="list-style-type: none"> o Accounting Practices: finances are managed in compliance with GAAP o Financial Transparency: expenditures and contracts are posted on the school's site o Internal Controls: the school's internal controls are compliant |

| | |
|----------------------------|---|
| Approaches Standard (1) | The school was informed of non-compliance with accounting practices, financial transparency, or internal controls, and prompt action to correct is in evidence. |
| Does Not Meet Standard (0) | <p>The school is operating under a notification of fiscal concern or a notification of possible or imminent closure</p> <p>OR</p> <p>The school was informed of non-compliance with accounting practices, financial transparency, or internal controls and the issues were not corrected within 30 days.</p> |

PRE-APPROVED NATIONALLY NORMED ASSESSMENTS

ASSESSMENT NAME

1. (XX) Published by (XX)
2. (XX) Published by (XX)
3. (XX) Published by (XX)



Start-up Year Program Framework

Year 0 Program Engagement: School founder cohorts meet monthly for training; 1-1 consulting with Commission Director; Ask an Expert guest speakers; asynchronous trainings & lectures made available; community of practice groups developed

| Focus Area | Components to Be Developed |
|--|---|
| Oversight/ Accountability | <ul style="list-style-type: none"> • Charter Board Training • Chartering 101 • Annual Report • Monthly/Quarterly Benchmarking • Epicenter© Training |
| Mission, Vision, Values & Goals | <ul style="list-style-type: none"> • Refining & developing the Mission, Vision, Values • Training on making and reaching Mission Specific Goals • How to assess/measure Mission Specific Goals |
| Strategic Planning | <ul style="list-style-type: none"> • Working back from the mission • Identify core areas of model with definitions/vision • What does success look like? <ul style="list-style-type: none"> ○ How to measure? • Action plan for accomplishment <ul style="list-style-type: none"> ○ Breakdown by quarter ○ Leadership set vision ○ Teachers: PD, resources, supports • Leadership Team Quarterly Tracking <ul style="list-style-type: none"> ○ Action Items/Timeline/Owner |
| Finance | <ul style="list-style-type: none"> • MT Funding Formula • Budget Development • Facility Financing <ul style="list-style-type: none"> ○ Connect with: Equitable Facilities Fund, Building Hope, Charter School Development Corp., etc. • Grants • Strategic Fundraising • Communications with Office of Public Instruction • Communications with County Treasurers |
| Operations | <ul style="list-style-type: none"> • Student Recruitment • Lottery Procedures • Staffing Plan <ul style="list-style-type: none"> ○ Professional Growth ○ Measuring Performance • Curriculum & Supplies Procurement <ul style="list-style-type: none"> ○ Access to state eMACS • Scheduling & Calendar |
| Academics | <ul style="list-style-type: none"> • Measuring Progress/Data Analysis |



Start-up Year Program Framework

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