



**MONTANA  
COMMUNITY  
CHOICE SCHOOLS**

# Montana Community Choice Schools Commission Meeting

April 22, 2026

8:00 a.m. to 10:15 a.m.

Zoom

Join from PC, Mac, iPad, or Android:

<https://mt-gov.zoom.us/j/82078184509?pwd=crLhklaWW7Zy7cOljfvwW7HR6ogc3S.1>

Passcode: 831681

Join via audio:

+1 206 337 9723

Webinar ID: 820 7818 4509

Passcode: 831681

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**MONTANA  
COMMUNITY  
CHOICE SCHOOLS**

**Community Choice Schools Commission**

**Meeting Minutes**

February 18, 2026

Zoom Webinar

**Call to Order** – (Recording Time Stamp) 00:05:02

Chair Schreiber called the meeting to order at 8:05 a.m. The Chair led the Commission in the Pledge of Allegiance, Cathy Kincheloe took Roll Call, and the Chair read the Statement of Public Participation and welcomed guests.

Commission members present: Trish Schreiber, Chair; Jon Rutt, Vice Chair; Chip Lindenlaub, Treasurer; Dr. Katey Franklin, Taylor Ramos; Barbara Forrester-Frank; Commission Director of Planning, Cathy Kincheloe; Board of Public Education (Board) staff present: McCall Flynn, Executive Director, and Kris Stockton, Administrative Specialist.

Guests: Becca Brown, Lea Ann Munkres, Cheryl Tusken, Rain Turcotte, Todd Hanson, Senator Dave Fern, and Senator Becky Beard.

\*Please note the Commission used the Zoom Handraising function for all votes which is visible on the live Zoom stream but not on the recording. In the future, Members will physically raise their hands when voting to be visible to the public on the posted recording.

**Public Comment** – 00:06:49

None offered.

**Item 1** **Approve Consent Agenda** – 00:07:46

***Member Forrester-Frank moved to approve the Consent Agenda containing the December 9, 2025 Minutes. Motion seconded by Member Rutt.***

***No discussion. Motion passed unanimously.***

**Approve Agenda** – 00:08:47

***Member Franklin moved to adopt the agenda for February 18, 2026. Motion seconded by Member Lindenlaub.***

***No discussion. Motion passed unanimously.***

**Item 2** **Chairperson Welcome Statement** - 00:09:29

Chair Schreiber welcomed attendees and acknowledged the work of the Director of Planning, subcommittees, and the National Charter Schools Institute in preparing draft policies for consideration.

**Item 3 Discussion and Business: – 00:11:27**

1) Approval for Working with Lawyer in 2026

***Chair Schreiber moved to apply remaining funds from the 2025 Bradley Grant toward a legal retainer to complete legal review of Commission policies to ensure compliance with state and federal law. Motion seconded by Member Lindenlaub.***

***Chair Schreiber called for discussion from public comment. No comments offered.***

***Motion passed unanimously.***

2) Renewal Policy

***Chair Schreiber called for a motion to open discussion.***

***Member Lindenlaub made a motion to adopt the Renewal Policy. Motion seconded by Member Rutt.***

***Chair Schreiber opened public comment. No comment offered.***

***Motion passed unanimously.***

3) Corrective Action Intervention Policy

***Chair Schreiber called for a motion to open discussion.***

***Member Rutt made a motion to approve the School Corrective Action Intervention Guidebook. Motion seconded by Chair Schreiber.***

***Chair Schreiber opened public comment. No comment offered.***

***Motion passed unanimously.***

4) Revocation Policy

***Chair Schreiber called for a motion to open up discussion.***

***Member Lindenlaub made a motion to adopt the Revocation Policy. Motion seconded by Member Rutt.***

***Chair Schreiber opened public comment. No comment offered.***

***Motion passed unanimously.***

5) Closure Policy

***Chair Schreiber called for a motion to open up discussion.***

***Member Rutt made a motion to adopt the Closure Policy . Motion seconded by Member Lindenlaub.***

***Chair Schreiber opened public comment. No comment offered.***

***Motion passed unanimously.***

**Item 4****Presentation** – 01:01:22

Dr. William Sullivan and Joe Marr of **The Solomon Group Research Associates** presented recommendations regarding student assessment options for the application and contracting phases of authorizing.

Recommended assessments included:

- Northwest Education Association Measures of Progress (NWEA MAP)
- iReady Diagnostic
- Montana Aligned to Standards Through Year (MAST)
- American College Test (ACT)

Public questions were received.

**Break** – 02:28:00**Item 5****Reports** – 02:44:33

In the **Chairperson Report**, Chair Schreiber thanked the Director of Planning and Subcommittees for taking the lead in accomplishing the majority of work since the last meeting. The Executive Committee has been active in Bi-weekly meetings one with the Director of Planning and the other with Executive Director of the Board of Public Education. The Executive Committee is also participating in board coaching sessions with Jim Goenner the CEO of the National Charter Schools Institute through the contract period which ends June of 2026.

Member Lindenlaub presented the **Treasurer Report** detailing the revenue and expenditures of the Commission since the last report with a remaining budget of approximately \$72,000 currently in the account with an additional \$200,000 to be deposited by the end of the month from the 2026 grant. Major expenditures for the 2026 budget were shared.

The **Policy Making Committee Report** was delivered by Member Rutt calling attention to the work of the Committee in reviewing and providing feedback on all the policies reviewed in this meeting prior to coming to the Commission.

In the **Fundraising Subcommittee Report**, Taylor Ramos reiterated the 2026 grant funds will be received by the end of the week. The website was updated in formatting and content to both be a better resource to potential school founders and donors. The Committee will be working to develop a fundraising campaign.

Member Forrester-Frank reported on the progress of the **Special Education Consideration Subcommittee** in relation to the best path forward to ensure compliant and quality Special Education programs for Community Choice Schools. The RFP posted in November was significantly under budget, leading the Committee to re-group their approach pulling from existing resources, considering consultant training, and legal review. Chair Schreiber noted how valuable Member Forrester-Frank's experience has been to the Subcommittee so far.

In the **Director of Planning Report** Cathy Kincheloe led the Commission through a flow chart detailing the cycle of Community Choice schools from application through renewal or closure as it relates to the policies approved today and work to refine other supporting documents that were developed prior to the policy development. A presentation of the Commission's Annual Report template was made at the January Board of Public Education

meeting, and feedback from BPE Members was shared. The Annual Report template along with updates on the Commission's progress in building out policy will also be shared with the Education Interim Committee and Education Budget Interim Committee at their combined March meeting. The Director of Planning shared highlights from conversations with the Idaho Commission's Director and non-profit charter support network BLUUM as it applies to the Commission's work. The Commission's NACSA membership has opened several communities of practice in which the Director is participating. Finally opportunities for Members to attend upcoming chartering conferences were shared.

**Item 6            Board of Public Education Executive Director Report and Discussion – 03:09:42**

Executive Director McCall Flynn presented a report on the responsibilities and current work of the Board of Public Education and its coordination with the Office of Public Instruction.

**Public Comment – 03:41:18**

**Adjourn**

Meeting adjourned at - 03:43:10

draft



## Montana Community Choice Schools Commission

### Meeting Agenda

April 22, 2026

Zoom Webinar

8:00 a.m. to 10:15 a.m.

	Estimated Time	Details
<b>Call to Order</b>	8:00 a.m.	<ol style="list-style-type: none"> <li>1. Pledge of Allegiance</li> <li>2. Roll Call</li> <li>3. Statement of Public Participation</li> <li>4. Welcome and Introduction of Visitors</li> </ol>
<b>Note to the Public</b>		<ol style="list-style-type: none"> <li>1. Action may be taken on any item listed on the Choice Commission agenda. Per §2-3-103 MCA, <i>the Choice Commission encourages public comment on any item prior to final action.</i></li> <li>2. All times are approximate and may change as reasonably necessary.</li> </ol>
<b>Agenda</b>		
Item 1	8:05 a.m.	<ul style="list-style-type: none"> <li>◇ Action: Consent Agenda Adoption <ul style="list-style-type: none"> <li>○ Minutes from 2/18/2026</li> </ul> </li> <li>◇ Action: Agenda Adoption for 4/22/2026</li> </ul>
Item 2	8:10 a.m.	Chairperson Welcome Statement
Item 3	8:15 a.m.	<p>Business:</p> <ul style="list-style-type: none"> <li>◇ Action on Legal Counsel review of special education policy compliance</li> <li>◇ Action on Authorizing Authorizers Policy</li> <li>◇ Action on Pre-Approved Standardized Assessments</li> <li>◇ Action on Standardized Assessment Administration Plan Requirements</li> <li>◇ Action on Proposed Choice School Application Refinements</li> <li>◇ Action on Choice School Performance Framework Refinements</li> <li>◇ Action on Choice School Contract Refinements</li> <li>◇ Action on Collaborative Goal Setting Policy</li> <li>◇ Action on Background Check Policy</li> </ul>
Item 4	9:30 a.m.	<p>Reports:</p> <ol style="list-style-type: none"> <li>1. Treasurer Report: Chip Lindenlaub</li> <li>2. Fundraising Subcommittee Report: Taylor Ramos</li> <li>3. Director of Planning Report: Cathy Kincheloe</li> </ol>
Item 5	9:45 a.m.	Board of Public Education Executive Director Report and Discussion
<b>Public Comment</b>	10:00 a.m.	This time will be provided for public comment on items not listed on the agenda. This meeting is open to the public electronically. For those wishing to give virtual public comment, please contact <a href="mailto:cathy.kincheloe@mt.gov">cathy.kincheloe@mt.gov</a> to request the Zoom link for the meeting. Written public comment may be submitted to the Director of Planning at <a href="mailto:cathy.kincheloe@mt.gov">cathy.kincheloe@mt.gov</a> and will be shared with the Commission members and included as part of the official public record.
<b>Adjourn</b>	10:15 a.m.	

<b>Note to the Public</b>		<p>**Agenda items are handled in the order listed on the approved agenda. Items may be rearranged unless listed “time certain.” Public comment is welcome on all items listed as “Action” and as noted at the end of each meeting.</p> <p>**The Choice Commission will make reasonable accommodations for known disabilities that may interfere with an individual’s ability to participate in the meeting. Individuals who require such accommodations should make requests to the Director of Planning as soon as possible prior to the meeting start date. You may email <a href="mailto:cathy.kincheloe@mt.gov">cathy.kincheloe@mt.gov</a> or phone at 406-407-0727.</p>
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**MONTANA  
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Commission Guidebook for the  
Application Process and Oversight of Local School  
District Authorizers of  
Community Choice Schools

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## Authorizer of Community Choice Schools Application Proposal Review Policy

### February

1. Request for Proposals Released: The Community Choice Schools Authorizer Application Deadline will be issued and posted by March 1<sup>st</sup> of each year on the [Board of Public Education's \(BPE\) website](#) under the Community Choice Schools tab. The Authorizer Application will be broadly publicized statewide. The full Application Proposal comprises two phases. Phase I: Written Application and Phase II Applicant Interview.

### March-August

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 Commission a Notice of Intent to apply to be an Authorizer of Community Choice Schools no later than August 15.
4. Written Application Platform Access: Once Applicants have submitted a Notice of Intent, they may begin submitting requests to access the written application platform in which they will be able to begin drafting their Application before final submission.

### September

5. Phase I Written Applications Due: Authorizer Applications can be submitted to the Commission on (09/XX/XX) until 5:00 p.m., Mountain Time. All Applications must be submitted electronically via the Application Platform.
6. 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.
7. Public Posting: Each complete Authorizer Application 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. Written public comment will be closed one week prior to Deliberation in order for the Director to compile and distribute comments to Members.
8. Written Application Review: The Commission and the Director will evaluate each Application based on the Authorizer Application Evaluation Criteria.

### October

9. Phase II Applicant Interviews: In an open meeting, the Commission 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 and to go deeper into the Applicant Team's commitment to execute the duties of a choice school authorizer. This constitutes a complete Application Proposal Review Process. Interviews will be open to the public and provide local residents, along with all members of the public, the opportunity to provide input on each complete Authorizer Application before Authorizer Applications are considered for approval or denial by the Commission.

### November

10. Application Deliberation: The Commission will convene no later than **60 business days** after (XX/XX/XX—date of the Application Deadline) to rule by resolution on each Application individually in an open meeting.

*This Application Cycle is for Community Choice School Authorizers.*

11. Application Approval: Applicants will be notified via phone and in writing of the approval. Approved Applications will advance to the Contracting stage.
12. 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.

**December**

13. Authorizer Contracting: Contracts will be signed within 30 business days of approval, provided the Applicant agrees to the terms of the Commission's proposed contract.

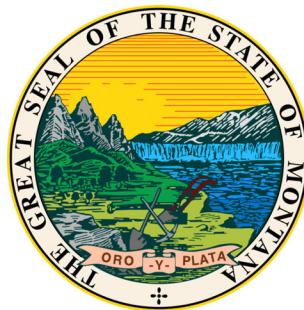
draft



**MONTANA  
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# Authorizer of Community Choice Schools Application

(application date)



## Introduction

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

## Application Guidelines

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

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

## Application Submission and Review Process

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

1. Electronic submission of the Application on the published due date;
2. Written notification by email upon receipt of the Authorizer Application;
3. A thorough evaluation of the written Applications and interview;
4. An interview, in-person or by webinar, with each Applicant Team;
5. Approval or denial decisions will be adopted in an open meeting of the Commission;
6. Approved applications will be granted an Authorizing Contract for an initial term of 6 years; and
7. 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 that all applications reviewed will be approved or denied based on a review of the completeness and quality of information provided in the application. In reviewing and selecting which applications to approve, the Commission will ensure the following:

1. Selection criteria are aligned with nationally recognized principles and standards for authorizing;
2. Selection decisions are based on documented evidence collected through the Application review process;
3. 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;
4. Application approval will only be granted to applicants that have demonstrated competence in each element of the published approval criteria and are likely to authorize successful Community Choice Schools; and
5. 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

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

### Application Content

Please submit the following information

1. Notice of Intent: Per [20-11-107\(3\)\(c\)\(i\), MCA](#), provide a written notification of the local school board’s intent to serve as a Community Choice Schools Authorizer in accordance with the law.
2. Strategic Vision: Per [20-11-107\(3\)\(c\)\(ii\), MCA](#), provide an explanation of the local school board’s strategic vision for authorizing.
3. Strategic Vision Plan: Per [20-11-107\(3\)\(c\)\(iii\), MCA](#), provide a plan supporting the local school board’s strategic vision and an explanation of the local school board’s budget and personnel capacity and commitment to execute the duties of Community Choice Schools authorizing.
4. Draft Request for Proposal: Per [20-11-107\(3\)\(c\)\(iv\), MCA](#), provide a draft or preliminary outline of a request for proposal that will solicit Community Choice Schools applicants.
5. Performance Framework: Per [20-11-107\(3\)\(c\)\(v\), MCA](#), provide a description or outline of the Performance Framework the local school board will use as an Authorizer to guide the establishment of a Charter Contract and for ongoing oversight and evaluation of Community Choice Schools.
6. Renewal, Revocation, Nonrenewal, School Closure: Per [20-11-107\(3\)\(c\)\(vi\), MCA](#), provide a draft of the local school board’s renewal, revocation, nonrenewal, and school closure process. These processes must be consistent with [20-11-117, MCA](#) and [20-11-118, MCA](#).
7. Assurances: Per [20-11-107\(3\)\(c\)\(vii\), MCA](#), provide a statement of assurance that the local school board commits to the following:
  - a. Serving as a Community Choice Schools Authorizer in fulfillment of the expectations, spirit, and intent of the Montana Community Choice Schools Act; and
  - b. Will fully participate in any Authorizer training provided by or required by the Montana Community Choice Schools Commission.
8. Assurances for Transparency: Per [20-11-107\(3\)\(c\)\(viii\), MCA](#), provide a statement of assurance that the local school board will be accountable and transparent in all matters concerning authorizing practices, decisions, and expenditures.

**Appendix A**  
**Signed Disclosure Forms**

THIS FORM MUST BE COMPLETED BY EACH MEMBER OF THE LOCAL SCHOOL BOARD

The intent of this form is to identify any potential conflicts of interest that may be created in the event the Authorizer Application is approved. Members of the Local School Board 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 approval of the Authorizer Application.

<b>Instructions: If you answer “yes” to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.</b>		<b>No</b>	<b>Yes</b>
1.	Do or will you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP), charter school management organization (CMO), or any other company that may contract with a proposed Community Choice School?		
2.	Are or will you, your spouse or any member of your immediate family be employed by a proposed Community Choice School or its contractors?		
3.	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 or 2?		
4.	Do you currently serve as a member of the board of any Community Choice School?		
5.	Do you currently serve as a public official?		
6.	Have you, your spouse or any member of your immediate family applied to establish or participated in the establishment of a Community Choice School?		
7.	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 a proposed Community Choice School, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed Community Choice School?		
Printed Name:			
Title:			
Signature:		Date:	

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. In addition, I do hereby certify to the assurances contained in Questions 7 and 8 contained above in the application narrative.	
Applicant’s Signature	
Date	



## Proposed Authorizer of Community Choice Schools Application Criteria

Per the Community Choice Schools Commission (Commission)'s Authorizer application process, this rubric will be used to evaluate each received application. The review and approval of an application is based on the contents and quality of the application.

Within each application section, please check the **Rating** that best describes the extent to which the Applicant met expectations for opening and operating a quality school.

- **Exceeds:** The response demonstrates a strong understanding of key issues and demonstrates capacity to authorize and oversee quality Community Choice Schools. It goes above and beyond expectations with supporting evidence.
- **Meets:** The response demonstrates an understanding of key issues and demonstrates capacity to authorize and oversee quality Community Choice schools.
- **Partially Meets:** The response meets some of the criteria but lacks meaningful detail or requires additional information in one or more key areas.
- **Does Not Meet:** The response is significantly incomplete; lacks meaningful detail; demonstrates lack of preparation; and/or otherwise raises substantial concerns about the applicant's understanding of and ability to implement an effective authorizing plan, including if the applicant does not respond to the required section.

The Overall Section Rating will be used to provide a holistic evaluation of the section, including overall clarity of the plan presented within the section.

\*General Disclaimer: Starting and operating a quality Authorizer of Community Choice School requires elements both tangible and intangible on the part of the Applicant and the proposed plan. *The purpose of this rubric is to aid the Commission evaluators in having a rigorous discussion about the applications while making a final determination and in providing feedback to the Applicants.* The Commission members reserve the right to approve or deny applications regardless of an application's perceived score or an evaluator's recommendation. Additionally, not all rating categories are considered equally, as some merit greater value to the overall likelihood of operating as a successful Authorizer of Choice Schools.

### Evaluation Criteria Table of Contents

Section I:	Notice of Intent
Section II:	Strategic Vision
Section III:	Strategic Vision Plan
Section IV:	Draft or Preliminary Outline of the RFP Process
Section V:	Performance Framework
Section VI:	Renewal, Non-Renewal, Revocation, and Closure Processes
Section VII:	Assurances
Section VIII:	Assurances for Transparency
Section IX:	Appendix A Signed Disclosures
Section X:	Summary and Recommendation

### Section I: Notice of Intent

**Description:** The applicant submitted written notification of the local board’s intent to serve as an authorizer.

Does Not Meet the Standard	Meets the Standard

### Section II: Strategic Vision

**Description:** The applicant’s strategic vision is clear and complete.

Areas of Strength	Areas of Concern		
•	•		
Questions			
•			
Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard	Exceeds the Standard

### Section III: Strategic Vision Plan

**Description:** The applicant has a strong plan in place to support the local board’s strategic vision. The plan includes an explanation of the Local School Board’s budget, personnel capacity, and a strong commitment to execute the duties of an authorizer.

Areas of Strength	Areas of Concern		
•	•		
Questions			
•			
Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard	Exceeds the Standard

Section IV: Draft or Preliminary Outline of the Request for Proposal Process							
<b>Description:</b> The applicant has provided a draft or preliminary outline of a request for proposal to solicit choice school applicants.							
Areas of Strength				Areas of Concern			
•				•			
Questions							
•							
	Does Not Meet the Standard		Partially Meets the Standard		Meets the Standard		Exceeds the Standard

Section V: Performance Framework							
<b>Description:</b> The applicant has submitted a well-defined and clearly thought-out description or outline of the performance framework it will use to guide the establishment of a contract and ongoing oversight and evaluation of its choice schools.							
Areas of Strength				Areas of Concern			
•				•			
Questions							
•							
	Does Not Meet the Standard		Partially Meets the Standard		Meets the Standard		Exceeds the Standard

Section VI: Renewal, Non-Renewal, Revocation, and Closure Processes							
<b>Description:</b> The applicant has provided a draft of the Local School Board’s renewal, revocation, nonrenewal, and school closure processes. The processes are consistent with Montana Code 20-11-117 and 20-11-118.							
Areas of Strength				Areas of Concern			
•				•			
Questions							
•							
	Does Not Meet the Standard		Partially Meets the Standard		Meets the Standard		Exceeds the Standard

### Section VII: Assurances

**Description:** The applicant has provided a statement of assurance that the Local School Board commits to serving as a choice school authorizer in fulfillment of the expectations, spirit, and intent of the Montana Community Choice Schools Act and that it will fully participate in any authorizer training provided by or required by the Montana Community Choice Schools Commission.

Does Not Meet the Standard

Meets the Standard

### Section VIII: Assurances for Transparency

**Description:** The applicant provided a statement of assurance that the Local School Board will be accountable and transparent in all matters concerning authorizing practices, decisions, and expenditures.

Does Not Meet the Standard

Meets the Standard

### Section IX: Appendix A Signed Disclosure Forms

**Description:** The applicant provided a statement of assurance that the Local School Board will be accountable and transparent in all matters concerning authorizing practices, decisions, and expenditures.

Does Not Meet the Standard

Meets the Standard

### Summary Evaluation and Recommendation

In accordance with [MCA 20-11-108 \(4\)\(a-e\)](#), the proposed Authorizer must demonstrate the ability to develop, carry out, and maintain authorizing policies and practices consistent with nationally recognized principles and standards for authorizing in all major areas of authorizing responsibility, including:

- (a) organizational capacity and infrastructure;
- (b) soliciting and evaluating choice school proposals;
- (c) performance contracting;
- (d) ongoing community choice school oversight and evaluation; and
- (e) Community Choice contract renewal decision making.

Areas of Strength

Areas of Weakness/Concern

•

•

## Final Rating Determination

Overall Rating	Rating Definition
	<p><b>Exceeds:</b> The response demonstrates a strong understanding of key issues and demonstrates capacity to open and operate a quality Community Choice school. It goes above and beyond expectations with supporting evidence.</p>
	<p><b>Meets:</b> The response demonstrates a thorough understanding of key issues and demonstrates capacity to open and operate a quality Community Choice school. It addresses the topic with specific evidence that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.</p>
	<p><b>Partially Meets:</b> The response meets some of the criteria but lacks meaningful detail or requires additional information in one or more key areas.</p>
	<p><b>Does Not Meet:</b> The response is significantly incomplete; lacks meaningful detail; demonstrates lack of preparation; and/or otherwise raises substantial concerns about the applicant’s understanding of and ability to implement an effective plan, including if the applicant does not respond to the required section.</p>



Date

Dear Applicant Name,

On behalf of the Montana Community Choice Schools Commission, I am pleased to inform you that your application to be considered as a Community Choice School Authorizer has been approved. After a thorough and rigorous evaluation of your written application, we find that your proposal has met the high standards required for authorization.

Your application demonstrated a strong alignment with the strategic vision of the Commission and with the statutory requirements outlined in the Montana Community Choice Schools Act. The Commission commends your commitment to fostering high-quality educational opportunities through transparent and accountable authorizing practices.

As an approved authorizer, your local school board is now granted an initial six-year authorizing contract, which you will receive soon.

We look forward to working collaboratively with your board to ensure the success of Montana's Community Choice Schools. Should you have any questions, please do not hesitate to contact us. Congratulations, again, on your approval!

Best,

Commission Chair Name

Montana Community Choice Schools Commission Chair



Date

Dear Name,

Thank you for submitting your application to serve as a Community Choice School Authorizer in Montana. The Montana Community Choice School Commission (Commission) has completed a thorough review of your proposal in accordance with the statutory requirements and selection criteria outlined in the Montana Community Choice Schools Act.

After careful consideration, the Commission has determined that your application does not meet the necessary standards for approval at this time.

While your application demonstrated a commitment to expanding access to Community Choice schools, the Commission identified areas requiring further development. We encourage you to review the feedback provided in the attached evaluation summary for more detailed guidance.

We recognize the effort and dedication that went into your submission and encourage you to consider revising and resubmitting your application in the future. The Commission remains committed to supporting local school boards in building strong, sustainable authorizing practices that align with the goals of the Community Choice Schools Act.

If you have any questions, please feel free to contact our office. Thank you, again, for your interest in advancing educational opportunities for Montana students.

Best,

Commission Chair Name

Montana Community Choice Schools Commission Chair



**MONTANA  
COMMUNITY  
CHOICE  
PUBLIC SCHOOLS**

# Contract for Authorization of Community Choice Schools

Local School Board Name	
Authorizer Contract Start Date	
Authorizer Contract Expiration Date	
The following Exhibits are included with this Contract	Exhibit A: Authorizer’s Application Exhibit B: Authorizer’s Choice School Performance Framework
Notices to the Commission Address and Email	
Notices to the Local School Board Address and Email	

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draft

# AUTHORIZER CONTRACT

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

## SECTION 1: DEFINITIONS

### 1.1 **Certain Definitions.**

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

- a. **Annual Calendar of Reporting Requirements** means the compliance certification and submission duties required of the Authorizer by the Commission. The Commission may amend the Annual Calendar of Reporting Requirements each fiscal year or at other times as deemed appropriate by the Commission. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures set forth in this Contract. The Annual Calendar of Reporting Requirements will be available on the Commission’s website (insert website address) and published no later than June 15 for the following fiscal year.
- b. **Applicant** means a group that submits a proposal to become an Authorizer of community choice schools.
- c. **Authorizer** means the Commission or a local school board approved by the Commission to act as a choice school Authorizer within the boundaries of the designated traditional school district overseen by the local school board.
- d. **Authorizer Contract** means a fixed-term, renewable contract between the Community Choice School Commission and the Local School Board that outlines the roles, powers, responsibilities, and expectations for each party to the contract.
- 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 or Authorizer 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 term of six years (6 years), to expire on [Expiration Date]. This Contract may be renewed in accordance with Section 7, below.

## SECTION 3: COMMISSION-AUTHORIZER RELATIONSHIP

### 3.1 **Parties.**

This Agreement is entered into between the (Local School Board Name) (“Local School Board”) and the Commission.

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

The Commission is an authorizing body as defined by the Community Choice Schools Act. In approving this Contract, the Commission voluntarily exercises its powers given to it under the Community Choice Schools Act, 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 Local School Board shall not be deemed to be part of the Commission.

### 3.3 **Independent Status of the Local School Board.**

The Local School Board is the elected board of a public school district approved to act as an Authorizer by the Community Choice School Commission and the Community Choice Schools Act. The Local School Board is not a division or part of the Commission. The relationship between the Local School Board and the Commission is

based solely on the applicable provisions of the Community Choice Schools Act and the terms of this Contract, or other agreements between the Commission and Local School Board, if applicable.

## **SECTION 4: COMMISSION RESPONSIBILITIES**

### **4.1 Commission Oversight Responsibilities.**

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

### **4.2 Annual Report.**

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

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

### **5.1 Authority to Authorize.**

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

### **5.2 Authorizing Responsibilities of Local School Board.**

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

- a. Solicit and evaluate choice school proposals, consistent with MCA 20-11-111;
- b. Approve choice school proposals that meet identified educational needs and promote a diversity of educational choices, as specified in MCA 20-11-108(1)(b);
- c. Decline to approve inadequate choice school proposals;
- d. Negotiate and execute sound charter contracts with each approved choice school
- e. By March 1 prior to a choice school's first year of operation, provide an estimate of the choice school's enrollment broken down by resident school districts to the superintendent of public instruction for review and possible adjustment, pursuant to MCA 20-11-124(2);
- f. By February 1, communicate to the superintendent of public instruction the percentage of the basic entitlement amount under MCA 20-9-306 to be included in the located school district's general funding budget, pursuant to MCA 20-11-124(2);
- g. Monitor the performance and legal compliance of choice schools in accordance with its Charter Contract terms and MCA 20-11-117(4)(a);
- h. In conjunction with each choice school it oversees, set annual performance targets designed to help

each school meet applicable federal, state, and authorizer expectations;

- i. Collect and analyze data from each choice school it oversees in accordance with the performance framework set forth in its Charter Contract;
- j. In the event of that a choice school's performance or legal compliance appears unsatisfactory, promptly notify the choice school of the perceived problem and provide a reasonable opportunity for the school to remedy the problem;
- k. By June 30 of each year, issue a choice school performance report and charter renewal application guide to any choice school whose Charter Contract will expire the following year, in accordance with MCA 20-11-117(5);
- l. Rule on choice school renewal applications within 30 days after filing, pursuant to MCA 20-11-117(8);
- m. Develop revocation and nonrenewal processes consistent with MCA 20-11-118(2);
- n. Determine whether each charter contract merits renewal, nonrenewal, or revocation;
- o. Develop a choice school closure protocol to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets in accordance with MCA 20-11-118(5) and the Choice Schools Act; and
- p. Oversee the closure and work with the closing choice school to ensure a smooth and orderly closure and transition for students and parents.

### **5.3 Delegation of Duties.**

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

### **5.4 Authorizing Policies.**

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

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

The Local Board will submit a copy of Board Approved policies to the Commission, as outlined in the Annual Calendar of Reporting Requirements.

### **5.5 Annual Report Required Information.**

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

- a. The Local School Board's strategic vision for authorizing and progress toward achieving that vision;
- b. Academic and financial performance of all authorized operating choice schools overseen by the Local

School Board in its authorizing capacity, according to the performance expectations for choice schools set forward in the Community Choice Schools Act.

- c. The status of the Local School Board’s authorized choice schools portfolio, identifying all choice schools approved but not yet open, operating, renewed, transferred, revoked, not renewed, voluntarily closed, or never opened;
- d. The authorizing functions provided by the Local School Board as an authorizer to the choice schools under its direction, including its operating costs and expenses detailed in annual audited financial statements that conform with generally accepted accounting principles; and
- e. The services purchased from the Local School Board as an authorizer by a choice school under its direction, including an itemized accounting of the actual costs of these services, as required in MCA 20-11-109.

**5.6 Conflict of Interest.**

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

**5.7 Notice to the Commission**

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

- a. Within 24 hours of a condition that may cause the Authorizer to vary from the terms of the Contract, or federal or state law.
- b. Within 24 hours of misconduct by the staff, and/or Authorizer.
- c. Within 10 days of making a decision to approve or deny a charter school proposal. The report must include a copy of the executed Charter Contract, if applicable, the Local School Board’s resolution setting forth the action taken, reasons for the decision, and provide assurances of compliance with all procedural requirements and proposal elements set forth in MCA 20- 11-111; or
- d. Within 10 days of making a decision to renew, not renew, or revoke a charter contract. The report must include a copy of the Local School Board’s resolution setting forth the action taken, the reasons for the decision, and provide assurance of compliance with MCA 20-11-118. Decisions reported to the Commission under this sub-section (b) may be appealed in writing within 30 days of the Commission’s receipt of the Local School Board’s report. In the event of an appeal, the Commission will set the matter for hearing at its next available meeting and will affirm, modify, or reverse the Local School Board’s decision by the vote of a quorum of its members.
- e. Within 14 days of any complaints filed against the authorizer or its employees, administration, or Authorizer members by any governmental agency, except as may require immediate notice.

**SECTION 6: OVERSIGHT FEE**

**6.1 Oversight Fee.**

The Commission shall establish a statewide formula for all Authorizers (Local School Boards) to use when

applying oversight fees to authorized schools.

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

### **7.1 Renewal.**

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

### **7.2 Non-Renewal.**

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

### **7.3 Special Review.**

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

### **7.4 Revocation.**

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

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

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

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

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

### **7.6 Wind-up and Dissolution.**

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

## **SECTION 8: GENERAL PROVISIONS**

### **8.1 Order of Precedence.**

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

### **8.2 Amendments.**

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

### **8.3 Merger.**

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

### **8.4 Non-Assignment.**

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

### **8.5 Governing Law and Enforceability.**

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

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

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

### **8.7 No Waiver.**

The parties agree that no assent, 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.

### **8.8 Notice.**

Unless otherwise specifically provided herein, any notice required or permitted under this Contract must be in writing and will be effective upon personal delivery or email delivery where an email address has been provided (subject to verification of service or acknowledgement of receipt), or three days after mailing when

sent by certified mail, postage prepaid by the sender, using the addresses listed on the Cover Page of this Contract. Either party may change the address for notice by giving written notice to the other party pursuant to this paragraph.

**8.9 Severability.**

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

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

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

**8.11 Survival of Certain Contract Terms.**

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

## Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

<p><b>LOCAL SCHOOL BOARD</b> <b>[LOCAL SCHOOL BOARD NAME]</b></p> <p>By: _____ Chairperson, Board of Directors</p> <p>Date: _____</p>	<p><b>CHOICE SCHOOL COMMISSION</b></p> <p>By: _____ Chairperson, Commission</p> <p>Date: _____</p>
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## Authorizers Annual Calendar of Reporting Requirements

Finalized Policies Required Prior to Opening a Choice School Application Cycle		
DUE DATE	REPORT DESCRIPTION	SUBMIT TO
No more than 90 days after Authorizer contract is executed	Final RFP Process for Proposed Choice Schools	Epicenter- File
	Final Choice School Performance Framework	Epicenter- File
	Final Choice School Application	Epicenter- File
	Final Choice School Contract	Epicenter- File
	Final Choice School Renewal Policy	Epicenter- File
	Final Choice School Corrective Action Policy	Epicenter- File
	Final Choice Revocation Policy	Epicenter- File
	Final Choice School Closure Policy	Epicenter- File

Regular Reporting Requirements for Years 1-6 of Contract		
DUE DATE	REPORT DESCRIPTION	SUBMIT TO
June 30	Commission posts authorizer requirements for the format, content, and submission of the Authorizer Annual Report of CCS portfolio to the Commission.	Epicenter- File
November 1	Submission of the Authorizer Annual Report that complies with Montana Code 20-11-108(6) based on data from the previous academic year.	Epicenter- File

Notice Requirements		
DUE DATE	REPORT DESCRIPTION	SUBMIT TO
Within 24 hours	Conditions that may cause the Authorizer to vary from the terms of the Contract, or federal or state law.	Epicenter- File
Within 24 hours	Misconduct by the staff and/or Authorizer.	Epicenter- File
Within 10 days	Any decision to approve or deny a charter school proposal. The report must include a copy of the executed Charter Contract, if applicable, the Authorizer's resolution setting forth the action taken, reasons for the decision, and provide assurances of compliance with all procedural requirements and proposal elements set forth in MCA 20- 11-111	Epicenter- File
Within 10 days	Makes a decision to renew, not renew, or revoke a charter contract. The report must include a copy of the Authorizer's resolution setting forth the action taken, the reasons for the decision, and provide	Epicenter- File

	assurance of compliance with MCA 20-11-118. Decisions reported to the Commission under this sub-section (b) may be appealed in writing within 30 days of the Commission's receipt of the Local School Board's report.	
Within 14 days	Any complaints filed against the authorizer or its employees, administration, or Authorizer members by any governmental agency, except as may require immediate notice.	Epicenter- File

draft



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# Authorizer Renewal Application

Local School Board Authorizer Information		
LSB Name		
Address		
Primary Contact Name		
Primary Contact Phone		
Primary Contact Email		
Schools Currently Authorizing		
Name	Grades Served	Enrollment

### Table of Contents

- Section I: Authorizer Principles and Standards
- Section II: Improvements Undertaken
- Section III: Future Plans

## Section I: Evidence of Meeting Authorizer Principles and Standards

Provide evidence the Local School Board is applying nationally recognized authorizing principles and standards

Principles	Evidence in Practice
Standards	Evidence in Practice

## Section II: Improvements Undertaken

What improvements has the Authorizer undertaken in the current contract?

## Section III: Future Plans

What modifications and or additions is the Authorizer planning for the next contract?



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# Authorizer Renewal Application Subcommittee's Recommendation to the Commission

Local School Board Authorizer Information		
LSB Name		
Address		
Primary Contact Name		
Primary Contact Phone		
Primary Contact Email		
Schools Currently Authorizing		
Name	Grades Served	Enrollment

**Section I: Sufficiency of evidence applying nationally recognized authorizing principles and standards**

Principles	Evidence in Practice
Standards	Evidence in Practice

**Section II: Impact of Improvements Undertaken**

**Section III: Applicability of Future Plans Link to Annual Report Measures**

Section IV: Recommendation

Approve

Rationale

Conditions

Deny

Feedback

draft



## Authorizer Renewal Determination Policy

### Policy

MCA 20-11-107 (4)(a) states the initial six year Authorizer contract is a renewable authorizing contract that (6) When approved by the Commission, the Local School Board continues as an Authorizer from year to year during the term of the contract as long as the Local School Board fulfills all authorizing duties and expectations set forth in this part and remains an Authorizer in good standing with the Commission. In alignment with these policies, the Commission will grant subsequent six year Authorizer contracts as long as the Authorizer is in good standing with the Commission.

The Commission will determine the Authorizer's standing based on the following criteria:

1. Fulfilling all Authorizer Responsibilities from 20-11-108
  - (4) An authorizer shall develop, carry out, and maintain authorizing policies and practices consistent with nationally recognized principles and standards for authorizing in all major areas of authorizing responsibility, including:
    - (a) organizational capacity and infrastructure;
    - (b) soliciting and evaluating choice school proposals;
    - (c) performance contracting;
    - (d) ongoing community choice school oversight and evaluation; and
    - (e) charter contract renewal decision making.
2. Authorizer Annual Reports compliant with 20-11-108(6) demonstrating responsible authorizing of quality Community Choice Schools consistent with nationally recognized principles and standards for authorizing as outlined in 20-11-108.

### Process

#### May

1. Renewal Procedures Meeting: The Commission Director will schedule a meeting with the Local School Board Authorizer to introduce the renewal process, provide the Renewal Application, and discuss any concerns regarding Authorizer performance.

#### November

1. Renewal Application: An Authorizer seeking to renew their contract, shall submit a Renewal Application with their Annual Report in year 5 of their contract on or before November 1. The Commission Authorizing Subcommittee and Director will review each Renewal Application and compile an Executive Summary for the Commission. The Executive Summary will include key data points and narrative from the application and a final recommendation for approval or denial of the contract.
2. Public Posting: The Renewal Application and Annual Report shall be posted on the Board of Public Education's website under the Community Choice Schools tab with directions for submission of written public comment.

#### December

1. Final Determination: The Commission shall rule by resolution on the Renewal Application no later than 30 days after the filing of the Renewal Application (12/XX/XX). Deliberations and vote will occur in a public meeting.
2. Authorizer Contracting: Contracts will be signed within 30 business days of approval.



## Authorizer Renewal Status Notice

Local School Board Authorizer Information		
LSB Name		
Address		
Primary Contact Name		
Primary Contact Phone		
Primary Contact Email		
Schools Currently Authorizing		
Name	Grades Served	Enrollment

Section I: Evidence of Fulfilling Authorizer Responsibilities

## Section II: Final Renewal Decision

### Meeting Notes Containing Commission's Resolution

--

### Approve

Rationale

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Conditions

--

### Deny

Feedback

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## Authorizer Corrective Action Intervention Process

### Conditions for Authorizer Corrective Action Intervention

Preceding Corrective Action Intervention, the Commission Authorizing Subcommittee will have monitored the Authorizer's implementation of nationally recognized authorizing principles and standards and any potential violations of Authorizer Responsibilities as outlined in MCA 20-11-108 to determine if a recommendation to the Commission for Corrective Action Intervention is necessary. Upon receiving a recommendation for Corrective Action Intervention, the Commission will consider an Authorizer's context, additional quantitative and qualitative data, and other information to determine if Corrective Action Intervention is appropriate. The Commission will ultimately use professional judgment in determining whether, and at what level, to initiate intervention. The Commission reserves the right to forgo intervention or skip levels of intervention, including moving straight to revocation, as may be appropriate.

### Duties of Commission – Oversight of Authorizers MCA 20-11-109

- (5) Persistently unsatisfactory performance of an authorizer's portfolio of community choice schools, a pattern of well-founded complaints about the authorizer or its choice schools, or other objective circumstances may trigger a special review by the commission.
- (6) In reviewing or evaluating the performance of authorizers, the commission shall apply nationally recognized principles and standards for authorizing.
- (7) If at any time the commission finds that an authorizer is not in compliance with an existing charter contract, its authorizing contract with the commission, or the requirements of authorizers under this part, the commission shall notify the authorizer in writing of the identified problems and shall provide the authorizer reasonable opportunity to respond and remedy the problems.
- (8) If an authorizer fails to respond and remedy the problems identified by the commission, the commission shall notify the authorizer, within a reasonable amount of time under the circumstances, that it intends to revoke the authorizer's authority unless the authorizer demonstrates a timely and satisfactory remedy for the violation or deficiencies.
- (9) In the event of revocation of an authorizer's authority, the commission shall manage the timely and orderly transfer of each charter contract held by that authorizer to another authorizer in the state, with the mutual agreement of each affected choice school and proposed new authorizer. The new authorizer shall assume the existing charter contract for the remainder of the charter contract term.

### Authorizer Responsibilities MCA 20-11-108

- (1) In accordance with this part, an authorizer is responsible for executing the following essential powers and duties:
  - (a) soliciting and evaluating choice school proposals;
  - (b) approving choice school proposals that meet identified educational needs and promote a diversity of educational choices, including but not limited to:
    - (i) creating more schools with high standards for pupil performance;
    - (ii) closing achievement gaps between high-performing and low-performing groups of public school students;
    - (iii) increasing educational opportunities within the public education system;
    - (iv) providing alternative learning environments for students who are not thriving in traditional school settings;
    - (v) addressing the dropout rate;
    - (vi) creating new professional opportunities for teachers, leaders, and other school personnel;
    - (vii) encouraging the use of innovative models of teaching, delivering content, and providing other aspects of K-12 education; and
    - (viii) providing students, parents, community members, and other local and philanthropic entities with expanded opportunities for involvement in the public education system;
  - (c) declining to approve inadequate choice school proposals;
  - (d) negotiating and executing sound charter contracts with each approved choice school;
  - (e) monitoring, in accordance with charter contract terms, the performance and legal compliance of choice schools; and

- (f) determining whether each charter contract merits renewal, nonrenewal, or revocation.
- (2) An authorizer may delegate its duties to its officers, employees, and contractors.
- (3) Regulation of choice schools by authorizers is limited to the powers and duties described in this part, consistent with the intent of this part.
- (4) An authorizer shall develop, carry out, and maintain authorizing policies and practices consistent with nationally recognized principles and standards for authorizing in all major areas of authorizing responsibility, including:
  - (a) organizational capacity and infrastructure;
  - (b) soliciting and evaluating choice school proposals;
  - (c) performance contracting;
  - (d) ongoing community choice school oversight and evaluation; and
  - (e) charter contract renewal decision making.
- (5) Evidence of material or persistent failure to carry out the duties enumerated in this section constitutes grounds for rescission of authorizing powers by the commission.
- (6) Each authorizer shall submit to the commission an annual report summarizing:
  - (a) the authorizer's strategic vision for authorizing and progress toward achieving that vision;
  - (b) the academic and financial performance of all operating choice schools overseen by the authorizer, according to the performance expectations for choice schools set forth in this part;
  - (c) the status of the authorizer's choice school portfolio, identifying all choice schools approved but not yet open, operating, renewed, transferred, revoked, not renewed, voluntarily closed, or never opened;
  - (d) the authorizing functions provided by the authorizer to the choice schools under its direction, including the authorizer's operating costs and expenses detailed in annual audited financial statements that conform with generally accepted accounting principles; and
  - (e) the services purchased from the authorizer by a choice school under the authorizer's direction, including and itemized accounting of the actual costs of these services, as required in **20-11-109**.
- (7) An employee, trustee, agent, or representative of an authorizer may not simultaneously serve as an employee, trustee, agent, representative, vendor, or contractor of a community choice school authorized by that entity.
- (8) A government unit or other entity, other than those expressly granted authority under **20-11-107**, may not assume any authorizing function or duty in any form unless expressly allowed by law.

### Corrective Action Intervention Process

1. **Initial Meeting:** In the event a Community Choice School Authorizer begins to exhibit early warning signs of distress, the Commission Director and representative of the Local School Board Authorizer shall convene to collect additional data to determine the severity of the distress.
2. **Commission Deliberation:** Following the initial meeting, the Commission Director will present the early warning signs of distress, additional data collected, and a possible recommendation for Corrective Action Intervention to the Commission Authorizing Subcommittee for consideration. If Corrective Action Intervention is approved by the Subcommittee, then it will be presented to the Commission for a ruling by resolution.
3. **Written Notice:** If the Commission determines Corrective Action Intervention is necessary, the Director will detail the concern(s) and potential consequences in written notice to the Authorizer. Written notice will include the Commission's identification of tiered intervention determination according to the Tiered Interventions Protocol, expectations and timeline for remedy, and a copy of the Corrective Action Intervention Plan template.
4. **Corrective Action Intervention Plan Completion:** The Commission Director will meet with the Authorizer to review the expectations for completion of the Corrective Action Plan. The Director will draft a SMART goal (Specific, Measurable, Attainable, Relevant, and Timebound) detailing expectations for remedying the issue for refining in collaboration with the Authorizer. The Local School Board Authorizer will complete the rest of the Corrective Action Plan, submitting it to the Commission Director within 10 business days.
5. **Corrective Action Plan Review by Commission Director:** The Authorizing Subcommittee will review the completed Corrective Action Plan submitted by the Authorizer to determine sufficiency of the plan to achieve required outcomes within 5 business days of receipt. If the plan is determined inadequate, the Commission Director will provide written feedback detailing where more information is needed and the Authorizer will be provided an opportunity to revise and re-submit the plan. The Commission will not require or recommend

specific remedies, thereby providing autonomy to the Local School Board Authorizer. The Authorizer will have 3 business days from receipt of Director's feedback to submit a final Plan.

6. Corrective Action Plan Review by Commission Authorizing Committee: The Commission Director will provide a copy of the Corrective Action Plan to the Commission Authorizing Committee for final review.
7. Action Plan Implementation: The Local School Board Authorizer implements the plan monitored by the Commission Director.
8. Final Evaluation: Upon the completion date, the Authorizer presents their final results to the Commission Authorizing Subcommittee. The Authorizing Subcommittee will make a final recommendation to the Committee as to adequacy of the progress to determine whether or not the school moves out of Corrective Action Intervention or to a more severe level of Intervention or Revocation. If the recommendation is for Revocation, the Revocation Policy is initiated.

draft



DATE

Dear Local School Board Community Choice School Authorizer,

This notice is to inform you that the Local School Board Community Choice School Authorizer's performance has become a concern of the Commission. The Commission has considered your context with additional quantitative and qualitative data to determine Corrective Action Intervention is appropriate at this time. The Commission has determined Corrective Action Tiered Intervention as indicated by the box checked below.

- Level I: Notice of Concern
- Level II: Notice of Breach
- Level III: Notice of Probationary Status
- Level IV: Notice of Revocation Review

The following are specific concerns noted by the Commission requiring remediation:

Indicator(s) of Distress	SMART Goal Expectation to Remedy Concern (draft)

At this time, the Commission is requiring the following Interventions.

- Meeting with Authorizer
- Corrective Action Intervention Plan developed by the Authorizer and approved by the Commission

The Commission Director will proceed with scheduling a meeting with the Authorizer to discuss specifics of the Commission's concerns, the Corrective Action Plan Process, [and completion of a Corrective Action Intervention Plan. Please find attached a copy of the Corrective Action Intervention Plan template. This template will be due to the Commission not later than [XX-XX-XXXX].]

Upon satisfactory remedy of the concern, your Authorizer status will be removed from Corrective Action. Please note, if the Commission's expectations are not met, the Intervention may escalate to rescission of authorizing powers. A copy of the Commission's Corrective Action Plan Intervention Process is attached.

Sincerely,

Commission Chair



## Authorizer Corrective Action Intervention Plan

Tiered Intervention Level	
---------------------------	--

Local School Board Authorizer Information			
LCB Name		Date	
Primary Contact		Phone	
Email			

### Section I: Action Plan

Completed by Commission			
Indicator of Distress	SMART Goal Expectation to Remedy Concern (draft)		
Completed by Authorizer			
Action Item	Person(s) Responsible	Timeline	Evidence of Success (upon completion)

Section II: Timeline

(completed by Authorizer and Commission Director)

Due Date	Action Items
	Initial Corrective Action Intervention Planning Meeting between Authorizer and Commission Director
	Corrective Action Intervention Plan due to Commission (10 business days from initial meeting)
	Commission Director Review of Corrective Action Intervention Plan (within 2 business days)
	If needed, Authorizer Revisions to Corrective Action Implementation Plan (within 5 business days of feedback from Commission Director)
	Implementation of Corrective Action Intervention Plan Begins
	Progress Monitoring Check-in with Commission Director
	Presentation of Completed Action Plan to Commission for Final Determination

Section III: Authorizer’s Self-Reflection and Plans to Ensure Future Compliance

(upon completion of plan)

Blank area for authorizer's self-reflection and plans to ensure future compliance.

Section IV: Commission's Final Determination

Tiered Intervention Level		Next Steps
	No Intervention, All Conditions Remedied	
	Level I: Notice of Concern	
	Level II: Notice of Breach	
	Level III: Probationary Status	
	Level IV: Notice of Revocation Review	
	Level V: Notice of Revocation	

draft



## Rescission of Authorizing Powers Process

### Conditions for Rescission

In the instance an Authorizer has moved into Corrective Action Intervention and failed to make the progress needed, and/or violated any provisions of the Community Choice Schools Act 20-11-108; Authorizer Contract rescission is in order. Every effort will be made to provide the local School District Authorizer as much notice as possible prior to the closure.

#### Community Choice Schools Act

20-11-108(5) Evidence of material or persistent failure to carry out the duties enumerated in this section constitutes grounds for rescission of authorizing powers by the commission.

### Rescission Process

1. **Commission Action:** The Commission shall review evidence of Authorizer contract non-compliance and consider how to take action.
2. **Rescission Hearing:** The Commission will provide the Authorizer contract holders an opportunity to submit documents and testimony at a hearing to challenge the rationale for the rescission recommendation and in support of the continuation as an Authorizer. The Authorizer may be represented by counsel and call witnesses on their behalf. Recording of the proceedings is permitted as are all open meeting laws. The Director and Local School District Authorizer will arrange the date of the hearing within 5 business days of the Commission's decision to open a hearing.
3. **Final Determination:** The commission shall rule by resolution and take action as the final step in the hearing. The hearing will abide by Montana's (MCA) open meeting laws.



## Notice of Authorizer Rescission

Authorizer Information			
Local School Board Name		LEA #	
LSB Address			
LSB Contact Name, Phone, Email			
Date of Hearing			

### Section I: Reason for Rescission with Evidence of Non-Compliance

*Draft*

### Section II: Meeting Notes Containing Commission's Rescission Resolution



## Petition to Transfer Authorizers

### Policy

20-11-118(6) Transfer of a charter contract, and of oversight of that choice school from one authorizer to another before the expiration of the charter contract term, may occur only if the authorizer violates the provisions of **20-11-108** or by special petition to the commission by a choice school or its authorizer. The commission shall consider a petition for transfer on a case-by-case basis and may grant transfer requests in response to special circumstances and to evidence that the transfer would serve the best interests of the community choice school's students.

### Commission's Criteria for Granting a Transfer

The Commission will consider the request to transfer in the context of its Guiding Principles to determine whether clear evidence exists that students would be better served under the proposed authorizer.

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

### Procedures for Transferring the Contract upon Approval

Upon the Commission's approval to transfer authorizers, the Choice School's governing board chair and the former authorizing body chair shall terminate the Choice School's existing contract. The Choice Schools governing board chair and the new authorizing body chair shall execute a contract under the new authorizer adhering to the contract term in the Choice School's original contract and including the Local Education Agency number as originally assigned in order to ensure no disturbance to funding. The Choice School will then be held to all contractual requirements under the new authorizer's contract including the authorizer's Performance Framework.

## Request for Transfer of Authorizer

**Directions:** Complete Sections I-IV and attach the following documents:

1. Most recent Annual Report
2. Most recent Audit of Financials
3. Proposed Budget for Next School Year
4. Board Meeting Minutes
  - a. Including resolution to initiate transfer of Authorizer, and
  - b. All minutes from the past 6 months

Section I: School Overview	
Date	
School Name	
Address	
Mission	
School Leader	
Governing Board Chair	
Year of Charter Contract	
Authorizer to Which School Intends to Transfer	

## Section II: Circumstances Initiating Request to Transfer Authorizer

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## Section III: Provide Evidence of Benefit to Students

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## Section IV: Signature

Signature of Governing Board Chair	
Date	

Section V: Commission's Determination

	Approved	Rational
	Denied	Rationale

draft



## Approved Authorizers Registration Log

Local School District Name		LEA #		District Level	
Address					
Authorizer Main Contact Name					
Authorizer Main Contact Phone					
Authorizer Main Contact Email					
Contract Term					
CCS Authorizing					

Local School District Name		LEA #		District Level	
Address					
Authorizer Main Contact Name					
Authorizer Main Contact Phone					
Authorizer Main Contact Email					
Contract Term					
CCS Authorizing					

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The next agenda item document follows.



**MONTANA  
COMMUNITY  
CHOICE**  
PUBLIC SCHOOLS

# Guidebook for Local School District Authorizers of Community Choice Schools

## Table of Contents

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This page is a placeholder for the documents contained  
in the  
Guidebook for Local School District Authorizers of  
Community Choice Schools.

All documents contained in the LSD Authorizer's  
Guidebook are also in the Commission's Guidebook.

The LSD Authorizer's cover page with table of contents  
is included and can be used to reference any document  
using the Commission's Guidebook.

This page indicates the end of the preceding document.

The next agenda item document follows.



# MONTANA COMMUNITY CHOICE SCHOOLS

## Pre-Approved Standardized Assessments

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

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

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

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

- Assessment solutions for grades 3-8

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

- Assessment solutions for grades 3-8

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

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

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The next agenda item document follows.



## Standardized Assessment Administration Plan Requirements

### Purpose

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

- (a) student academic proficiency;
- (b) student academic growth;
- (c) achievement gaps in both proficiency and growth between major student subgroups;

### Assessment Plan Requirements

The following is a list of requirements to ensure Community Choice Schools are administering their chosen assessment in compliance with MCA 20-11-117(1)(a)(b)(c) and meet the minimal requirements for the Performance Framework Academic measures. The Commission respects the Community Choice School's autonomy in developing and implementing their Standardized Assessment Plan to best meet the needs of their students.

1. The plan must ensure 95% of students complete the standardized assessment in literacy and mathematics.
2. The plan must ensure reporting of proficiency by grade level and subject area for all students and subgroups of students in literacy and mathematics.
3. The plan must ensure reporting of growth from fall to spring of each academic year by grade level and subject area for all students and subgroups of students in literacy and mathematics.
4. The plan must ensure appropriate accommodations are made for students with special needs in accordance with the Individuals with Disabilities in Education Act (IDEA).
5. The plan must allow for test administration within the following windows to allow for consistency in growth reporting and to ensure results are received in time to be included in the renewal report which has a deadline of June 30.
  - a. Fall administration between September 15 - October 15
  - b. Spring administration between April 15 - May 15
6. The plan must submit results in a timely manner as required in Epicenter to be included in the school's annual report and renewal report.

### Data Privacy in Public Reporting

The Commission recognizes that Community Choice Schools may be small enough to the point an individual student's identity could be revealed in public reporting of student assessment data. In order to protect the privacy of students in this case, the Commission and schools will not disclose data to the public from student groups that are 5 or fewer in number or would otherwise reveal the identity of an individual student. In places where data has been suppressed to protect student privacy, you will see an asterisk ( \* ) instead.

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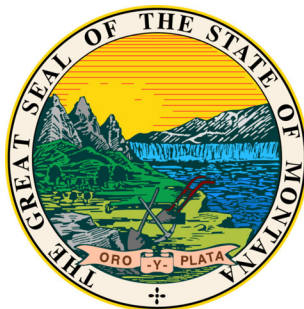
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MONTANA  
**COMMUNITY**  
CHOICE SCHOOLS

# Proposed School Application

[Application Date]



## Introduction

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

### Commission’s Strategic Vision

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



### **Commission’s Our Promise**

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

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

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

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

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

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

## **Application Guidelines**

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

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

## **Application Process**

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

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

## **Selection Criteria**

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

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

## Application Components

### Community Choice School Applicant Information Form

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

#### Section I: Executive Summary

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

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

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

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

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

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

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

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

#### Section IV: Operations Plan

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

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

#### Section V: Financial Plan

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

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

#### Section VI: Special Situations

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

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

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

## Section VII: Startup Plan

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

## Section VIII: Optional Supplemental Information

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

**Appendices**

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

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

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

**Appendix B  
Projected Enrollment Form**

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

**Appendix C  
Governing Board Member Information Form**

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

## Appendix D Signed Disclosure Forms

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

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

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

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

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

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

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

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

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

- Assessment solutions for grades 3-8

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

- Assessment solutions for grades 3-8

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

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

## Appendix G Application for Founder Proposed Assessment

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

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

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

Section II: Content Validity and Alignment to Standards

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

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

Section III: Evidence of Validity

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

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

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

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

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

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

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

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

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

## Section VI: Evaluating Growth Measures

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

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

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

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

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

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

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

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

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

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

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

Draft

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

This page indicates the end of the preceding document.

The next agenda item document follows.



**MONTANA  
COMMUNITY  
CHOICE SCHOOLS**

# Performance Framework

## **Commission Guiding Principles**

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

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

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

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

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

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

## Policy

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

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

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

**Section I: Mission Driven Measures**

Is the school delivering on its promise?

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<b>(performance indicator)</b>	
<b>(description)</b> (Reference: MCA 20-11-117 (3)(a) and Contract Sections 7.1 and 7.2)	
Source:	
Exceeds Standard	
Meets Standard	
Approaches Standard	
Does Not Meet Standard	

<b>(performance indicator)</b>	
<b>(description)</b> (Reference: MCA 20-11-117 (3)(a) and Contract Sections 7.1 and 7.2)	
Source:	
Exceeds Standard	
Meets Standard	
Approaches Standard	
Does Not Meet Standard	

## Section II: Academic Measures

Is the school an academic success?

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

### Proficiency Rubric for Literacy and Mathematics

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

Source: *assessment name*

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

## Growth Rubric Literacy & Mathematics

Growth Percentiles are conditional—each student’s growth is compared to peers who began at the same achievement level nationally. (Reference: MCA 20-11-117(b)(c) and Contract Section 7.3)

Source: *assessment name*

	Students Meeting Achievement Benchmarks	Students <u>Not</u> Meeting Achievement Benchmarks	Special Populations Closing Achievement Gaps
	Students who completed both fall & spring assessments.		Students with Special Needs Free & Reduced Lunch English Language Learners American Indian & Other Ethnic Groups
Exceeds Standard	Median growth in the 4th/Above or 5th/Well Above Quintiles (61st–99th percentiles)	Median growth in the 5th/Well Above Quintile (81st-99th percentiles)	NA
Meets Standard	Median growth in the 3rd/Typical Quintile (41st–60th percentiles)	Median growth in the 4th/Above Quintile (61th–80th percentiles)	Subgroups with no significant gap have median Growth Percentiles $\geq$ 45th. Subgroups with a gap have median Growth Percentiles $\geq$ 55th or demonstrate progress in narrowing the gap ( $\geq$ 2-point reduction).
Approaches Standard	Median growth in the 2nd/Below Quintile (21st-40th percentiles)	Median growth in the 3rd/Typical Quintile (41st-60th percentiles)	NA
Does Not Meet Standard	Median growth in the 1st/Well Below Quintile (1st-20th percentiles)	Median growth in the 1st/Well below and 2nd/Below Quintiles (1st-40th percentiles)	One or more major subgroups with a proficiency gap show median Growth Percentiles $<$ 55th and no improvement in closing the gap.

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

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

## Section III: School Environment

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

Student Attendance	Recurrent Enrollment	Staff Retention	School Community Engagement
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### Attendance

Average daily attendance (Reference: MCA 20-11-117(d))

Calculation: use the school's average daily attendance rate to measure the school's performance against the attendance rate standard.

Exceeds Standard	The school's average daily attendance rate is 95% or higher.
Meets Standard	The school's average daily attendance rate is between 90% and 94%.
Approaches Standard	The school's average daily attendance rate is between 85% and 89%.
Does Not Meet Standard	The school's average daily attendance rate is below 85%

### Recurrent Enrollment

Recurrent enrollment refers to the rate at which students re-enroll in the same school from year to year. (Reference: MCA 20-11-117(e))

Calculation: Divide the number of students indicating they will return for the next school year by the total number of students.

Exceeds Standard	The school's average re-enrollment rate is (90%) or higher.
Meets Standard	The school's average re-enrollment rate is between (89% and 85%).
Approaches Standard	The school's average re-enrollment rate is between (84% and 80%).
Does Not Meet Standard	The school's average re-enrollment rate is below (79%).

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

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

## Section IV: Operational Measures

Is the school an effective, viable organization?

Governance Oversight

Operational Compliance

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

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

Source: Articles of Incorporation, Bylaws.

Meets Standard

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

Does Not Meet Standard

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

### Governance Oversight: Open Meetings Act

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

Source: Annual Calendar, website checks.

Meets Standard

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

Does Not Meet Standard

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

**Governance Oversight: Conflicts of Interest**

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

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

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

**Governance Oversight: Financial Oversight**

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

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

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

### Operational Integrity: Enrollment and Nondiscrimination

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

Enrollment policy (with lottery).

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

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

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

Source: compliance with state health and safety requirements

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

### Operational Integrity: Background Checks

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

Source: Background Checks

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

Operational Compliance: Submission Requirements

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

Source: Epicenter Statistics

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

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## Section V: Financial Measures

### Is the school fiscally sound?

#### Near Term Health

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

#### Sustainable Health

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

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

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

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

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

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

This page indicates the end of the preceding document.

The next agenda item document follows.

# Performance Framework Measures

Understanding Proficiency Targets, Percentile Ranks, and Growth Quintiles

Montana Community Choice Schools Commission

Prepared by Solomon Research & Analytics

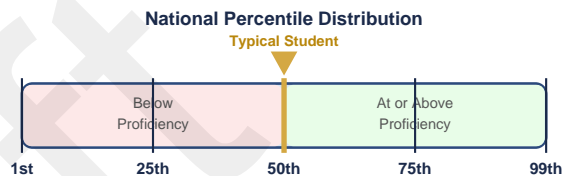
The Performance Framework evaluates community choice schools on two core academic dimensions: **proficiency** (how students perform relative to peers) and **growth** (how much academic progress students make over time). This document explains how each measure works.

## 1 How Proficiency Targets Are Set

Proficiency targets are anchored to **national norms** established by assessment publishers. These norms are derived from nationally representative student samples and define how the **typical student** performs at each grade level.

The **50th national percentile** represents the performance of the typical student — the point at which a student performs as well as or better than half of all students nationwide. This is the **proficiency benchmark**.

A school's **proficiency rate** is then defined as the **proportion of its students who score at or above the 50th percentile**. This provides a clear, consistent measure of how many students are performing at or above the level of the typical student nationwide.



Using national norms ensures that targets are:

**Objective** — grounded in empirical data rather than local expectations that may shift over time.

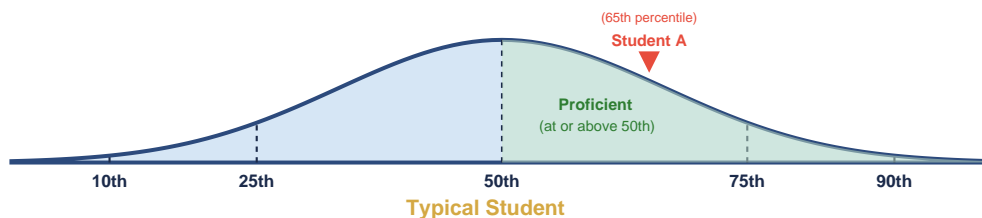
**Comparable** — allowing performance to be understood in a broader context beyond any single state or district.

**Rigorous** — setting a consistent standard that reflects grade-level expectations as defined by nationally normed assessments.

## 2 How Percentile Ranks Work

Each student receives a percentile rank based on how they performed relative to a nationally normed sample. A student at the **65th percentile** scored higher than 65% of students nationwide. The **50th percentile**, representing how the typical student perform, serves as the **proficiency benchmark**.

The Performance Framework then measures the **proportion of a school's students who reach or exceed the 50th percentile**. A higher proportion indicates that more students are performing at or above the level of the typical student as defined by national norms.



Each student's percentile rank shows how they performed relatively to a national sample. The 50th percentile represents the typical student.

# Performance Framework Measures

Understanding Proficiency Targets, Percentile Ranks, and Growth Quintiles

Montana Community Choice Schools Commission

Prepared by Solomon Research & Analytics

## 3 How Growth Is Measured

Growth is measured using **Growth Percentiles (GPs)**, which compare each student's year-over-year academic progress to that of academic peers. Peers are other students who began at a similar achievement level (Betebenner, 2009). Because growth is conditional on where a student started, a student does not need to be at grade level to demonstrate strong growth. Even students with very low test scores can show high levels of learning over time.

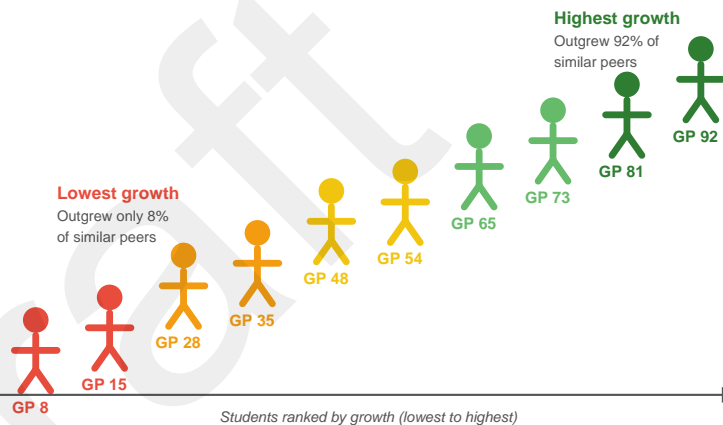
### Example: 10 Students in the Lower Achievement Quartile

Consider 10 students who all started in the bottom quartile of achievement. They took the same assessment and had comparable prior scores.

Although these students began at the same level, their growth varied widely. Each student is compared only to peers with similar starting points — not to all students statewide.

The student with an GP of 92 demonstrated more growth than 92% of similar peers. The student with an GP of 8 showed less growth than 92% of similar peers.

A school's **median GP** summarizes how its students grew overall — the middle value when all student GPs are ranked in order.



### The Two-Tiered Growth Standard

The framework applies a **two-tiered growth standard** that sets different expectations depending on where a student currently stands in achievement:

#### Students Below Proficiency Level

**Higher Growth Required**

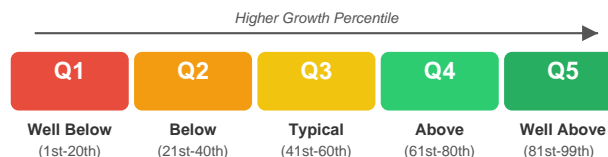
Target: catch up to proficiency level over time

#### Students At or Above Proficiency Level

**Maintain Growth Trajectory**

Target: sustain or exceed current achievement

Schools are then assigned to one of **five quintiles** based on their **median student growth percentile**:



#### References:

Betebenner, D. W. (2009). Norm- and criterion-referenced student growth. *Educational Measurement: Issues and Practice*, 28(4), 42-51.  
Store, D., Sullivan, W., Marr, J. A., & Cronstrom, E. G. (2021). Necessary conditional growth percentiles. The Center for Charters, Central Michigan University.

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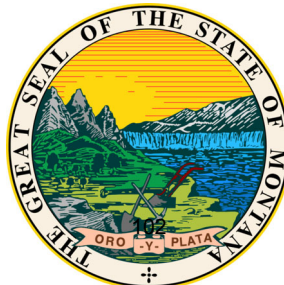
MONTANA  
**COMMUNITY**  
CHOICE SCHOOLS

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# 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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**EXHIBITS**

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

draft

# 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 A.
- D. **Authorizer** means the Commission.
- E. **Charter Contract** means a fixed-term, renewable contract between a Community Choice School and an authorizer that outlines the roles, powers, responsibilities, and performance expectations for each party to the contract.
- F. **Commission** means the Community Choice School commission provided for in the Community Choice Schools Act, MCA 20-11-106.
- G. **Community Choice School** or **Choice School** means a public school that has autonomy over decisions, including but not limited to matters concerning finance, board governance, personnel, scheduling, curriculum, and instruction; is governed by a governing board; is established and operated under the terms of a charter contract between the school’s governing board and its authorizer; is a school in which parents choose to enroll their children; is a school that admits students based on capacity and then on the basis of lottery if more students apply for admission than can be accommodated; provides a program of education that may include any or all grades from kindergarten through grade 12 and vocational education programs; operates in pursuit of a specific set of educational objectives as defined in its charter contract; operates under the oversight of its authorizer in accordance with its charter contract; and establishes graduation requirements and has authority to award degrees and issue diplomas.
- H. **Education service provider** means a for-profit education management organization, nonprofit education management organization, school design provider, or other partner entity with which a Community Choice School intends to contract for educational design, implementation, or comprehensive management.
- I. **Governing Board or Board** means an independent volunteer board of trustees of a Community Choice School that is a party to the charter contract with the authorizer.
- J. **Local school board** means a traditional school district board of trustees exercising management and control over a traditional local school district pursuant to the laws of the

state.

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

## **SECTION 2: CONTRACT TERM**

### **2.1 Term.**

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

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

### **2.2 Delayed Opening.**

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

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

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

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

### **3.1 Parties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1. Timely Notice.** The Choice School will notify the Commission within five (5) business days in the following situations:
  - a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law;
  - b. Any changes in current Board membership, including resignations and appointments; and
  - c. Any complaints filed against the School or its employees, administration, or Board members by any governmental agency, except as may require immediate notice as described below.
- 2. Immediate Notice.** The Choice School will notify the Commission by email, pursuant to Section 11.8 below, within 24 hours of any of the following:
  - a. Conditions that may cause it to vary from the terms of this Contract, applicable Commission requirements, or federal or state law;
  - b. Any circumstance requiring the unplanned extended closure of the school, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;
  - c. Any circumstances requiring lockdown, emergency procedures, or any other action that may affect school health or safety;
  - d. The arrest, dismissal, or resignation of any members of the Governing Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
  - e. Misappropriation of funds;
  - f. A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more;

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

**E. Reports.**

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

**3.6 Indemnification.**

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

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

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

## **SECTION 4: SCHOOL GOVERNANCE**

**4.1 Governance.**

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

**4.2 Membership.**

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

**4.3 Articles of Incorporation and Bylaws.**

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

**4.4 Transparency.**

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

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

#### **4.5 Conflict of Interest Policy.**

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

#### **4.6 Background Checks.**

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

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

#### **5.1 Operational Powers.**

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

#### **5.2 Facility.**

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

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

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

#### **5.4 Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

conditions of this Contract and in alignment with the Application.

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

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

### **7.4 Special Education.**

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

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

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

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

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

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

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

### **7.7 Framework Amendment.**

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

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

## SECTION 8: FINANCIAL MATTERS

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

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

### **8.2 Oversight Fee.**

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

### **8.3 Budget.**

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

### **8.4 Contracting.**

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

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

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

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

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

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

### **8.6 Financial Reporting.**

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

the start of each school year.

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

## **SECTION 9: PERSONNEL**

### **9.1 Employee Status.**

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

### **9.2 Employee Policies.**

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

### **9.3 Employee Qualifications.**

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

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

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

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

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

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

### **10.1 Renewal.**

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

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

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

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

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

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

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

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

**10.4 Revocation or Nonrenewal Process.**

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

**10.5 Choice School Initiated Termination.**

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

**10.6 Wind-Up and Dissolution.**

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

**10.7 Return of Property.**

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

## SECTION 11: GENERAL PROVISIONS

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

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

### **11.2 Amendments.**

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

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

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

### **11.3 Merger.**

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

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

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

### **11.5 Governing Law.**

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

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

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

### **11.7 No Waiver.**

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

### **11.8 Notice.**

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

**11.9 Severability.**

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

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

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

**11.11 Survival of Certain Contract Terms.**

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

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

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

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

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

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

**12.3 Parent-Teacher Conferences.**

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

**Signature Page**

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

<p><b>CHOICE SCHOOL [SCHOOL NAME]</b></p> <p>By: _____ Chairperson, Governing Board</p> <p>Date: _____</p>	<p><b>CHOICE SCHOOL COMMISSION</b></p> <p>By: _____ Chairperson, Commission</p> <p>Date: _____</p>
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## Community Choice Schools Annual Calendar of Reporting Requirements

Regular Reporting Requirements for Operating Schools (Years 1-5)		
DUE DATE	REPORT DESCRIPTION	SUBMIT TO
August 1	Certification that the Choice School has conducted background checks and/or fingerprinting of all employees and board members.	Epicenter- Certification of Completion
August 1	Quarterly financials- fourth quarter (April – June). Please include a budget-to-actuals report and a balance sheet. This will not be applicable in year 1.	Epicenter- File
September 1	Annual Conflict of Interest Disclosures for choice school board members.	Epicenter- File
1 <sup>st</sup> Monday in October	Actual enrollment by grade.	Epicenter- Data Field
November 1	Board Approved Audited Financial Statements produced by an independent auditor.	Epicenter- File
November 1	Quarterly financials- first quarter (July – September). Please include budget-to-actuals report and a balance sheet.	Epicenter- File
November 1	Narrative/feedback on performance reports: Narrative to add to the Choice School or Authorizer’s annual report (based on data from the previous academic year). Suggested content/format to be determined by the Commission.	Epicenter- File
February 1	Quarterly financials- second quarter (October – December). Please include budget-to-actuals report and a balance sheet.	Epicenter- File
1 <sup>st</sup> Monday in February	Actual enrollment by grade level.	Epicenter- Data Field
February 1	Projected enrollment by grade level on which the submitted annual budget is based.	Epicenter- Data Field
May 1	Quarterly financials- third quarter (January – March). Please include budget-to-actuals report and a balance sheet.	Epicenter- File
May 30	Board Approved Admission and Enrollment Policy for [upcoming year].	Epicenter- File
TBD	Emergency Drills (Policy or Drills Log)	Epicenter- File
TBD	Emergency Operation Plan* if not subject to FOIA	Epicenter- File
June 30	Board Approved Annual Budget for [Upcoming year].	Epicenter- File
June 30	School Calendar for [Upcoming Year].	Epicenter- File
June 30	Board Meeting Calendar for [Upcoming year].	Epicenter- File
June 30	Final Budget Amendments for current school year.	Epicenter- File
TBD	Insurance Policy updates/renewals [TBD based on when policies renew].	Epicenter- File
June 30	Board Strategic Plan	Epicenter- File

## Governing Board Ongoing Collections

DUE DATE	REPORT DESCRIPTION	SUBMIT TO
Within 15 days of change	Board approved amendments to budget	Epicenter- File
1 week prior to meeting	Board agendas	Epicenter- File
Within 7 days after meeting	Board meeting minutes- Proposed	Epicenter- File
Within 7 days after signature	Board meeting minutes- Approved	Epicenter- File
Within 5 days of change	Board approved Bylaws	Epicenter- File
Within 5 days of change	Changes to board member demographics	Epicenter- File

## Notice of Changes or Crises Requirements

DUE DATE	REPORT DESCRIPTION	SUBMIT TO
Within 24 hours	Conditions that may cause the school to vary from the terms of the Contract, applicable Commission requirements, or federal or state law.	Epicenter- File
Within 24 hours	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.	Epicenter- File
Within 24 hours	Any circumstances requiring lockdown, emergency procedures, or any other action that may affect school health or safety.	Epicenter- File
Within 24 hours	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.	Epicenter- File
Within 24 hours	Misappropriation of funds.	Epicenter- File
Within 24 hours	A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more.	Epicenter- File
Within 24 hours	Incidents involving student safety.	Epicenter- File
Within 24 hours	Misconduct between the staff, governing board, and/or students.	Epicenter- File
Within 24 hours	Any change in the governing board's corporate status, and/or amendments to the Articles of Incorporation and/or Bylaws.	Epicenter- File
Within 5 days of becoming aware	Notice that School may have violated applicable laws, rules, regulations	Epicenter- File
Within 5 days of becoming aware	Written notice of litigation or formal proceedings involving the school.	Epicenter- File
Within 5 days of change	Facility lease agreement updates	Epicenter- File
Within 5 days of change	Certificate of Occupancy updates	Epicenter- File
Within 5 days of taking action	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.	Epicenter- File
Within 5 days	Any complaints filed against the school or its employees, administration, or Board members by any governmental agency, except as may require immediate notice.	Epicenter- File

## Pre-Operating Year Deliverables

DUE DATE	REPORT DESCRIPTION	SUBMIT TO
April 1	SPED & Policy/IDEA & 504 Compliance	Epicenter- File
April 1	ELL Policy	Epicenter- File
April 1	Indian Education for All Implementation Plan	Epicenter- File
August 1	Student Engagement/Discipline Plan	Epicenter- File
April 1	Final Graduation Requirements	Epicenter- File
April 1	Academic Standards	Epicenter- File
1 Week Prior to Opening	Final Student Schedule	Epicenter- File
August 1	Assessment Administration Plan	Epicenter- File
Nov 1	Student Recruitment & Retention Plan	Epicenter- File
Nov 1	Staff Recruitment & Retention Plan	Epicenter- File
Nov 1	Staff Professional Development Plan	Epicenter- File
Aug 1	Staff Performance Review Plan	Epicenter- File
April 1	Parent & Community Engagement Plan	Epicenter- File
Aug 1	Emergency Operations Plan	Epicenter- File
April 1	Lease/Purchase Agreement	Epicenter- File
April 1	Facility Financing Terms	Epicenter- File
April 1	Certificate of Occupancy	Epicenter- File
April 1	Approved Building Inspection	Epicenter- File
April 1	Approved Fire Marshall Report	Epicenter- File
April 1	Health Inspection Certificate	Epicenter- File
1 Week Prior to Opening	Final Facility Walk-through Checklist	Epicenter- File
Nov 1	Draft Budget (including Start-Up)	Epicenter- File
March 1+ weekly	Enrollment Tracker	Epicenter- File
Aug 1	Final Approved Budget	Epicenter- File
Nov 1	Board Articles of Incorporation	Epicenter- File
Nov 1	Board Bylaws	Epicenter- File
Nov 1	Board Contact List	Epicenter- File
Nov 1	Board Development Plan	Epicenter- File
Nov 1	Board 501(c)(3) Registration & Tax ID#	Epicenter- File
Nov 1	Board Meeting Dates	Epicenter- File
Nov 1	Board Member Background Checks	Epicenter- File
Nov 1	Conflict of Interest Statements	Epicenter- File
Nov 1	Draft Strategic Plan	Epicenter- File
Aug 1	Final Strategic Plan	Epicenter- File
Nov 1	School Leader Hired	Epicenter- File
Nov 1	Lottery Procedures	Epicenter- File
Nov 1	Procurement & Contracting Plan	Epicenter- File
Nov 1	HR Procedures	Epicenter- File
Nov 1	Start-up Plan	Epicenter- File
Nov 1	Educational Service Provider Agreement (as applicable)	Epicenter- File

April 1	Insurance Policy	Epicenter- File
April 1	Final School Year Calendar	Epicenter- File
April 1	Transportation Plan	Epicenter- File
April 1	Food Service Plan	Epicenter- File
August 1	Staff Handbook	Epicenter- File
August 1	Student Handbook	Epicenter- File
August 1	Organizational Chart	Epicenter- File
Upon Receipt	Employee Background Check Determination Forms	Epicenter- File
April 1	Admissions and Enrollment Policy	Epicenter- File

draft

This page indicates the end of the preceding document.

The next agenda item document follows.



## Collaborative Goal Setting Policy

### Purpose

MCA 20-11-117 Community choice school performance and renewal details two instances where Choice Schools have an opportunity to collaborate with the Commission in establishing performance targets for the Performance Framework.

20-11-117(2) Each choice school, in conjunction with its authorizer, shall set annual performance targets designed to help each school meet applicable federal, state, and authorizer expectations.

20-11-117(3)(a) The contract performance framework must include rigorous, valid, and reliable indicators proposed by a choice school to evaluate its performance that are consistent with the purposes of this part.

In order to fulfill these requirements, the following processes have been established for collaborative goal setting between the Commission and the Choice School.

### Collaborative Goal Setting Process for 20-11-117(3)(a)

1. There are two opportunities to customize a choice school's Performance Framework during the contracting process:
  - a. Schools may include mission specific goals in their Performance Framework that measure their ability to deliver on the promise of their mission, and
  - b. For schools who may have an entirely unique instructional model, Choice school leaders may propose replacing some standard measures in the Performance Framework with other measures that better capture the school's intended outcomes while maintaining the intent of the CCSA.
2. During the contracting process, the Choice School leader will draft measures specific to the school's model and/or mission for the duration of the contract to include in the Performance Framework.
3. The Commission Director shall review the draft measures providing feedback and opportunity for revisions before seeking Commission approval.
4. The Commission Contracting Subcommittee will approve measures that include rigorous, valid, and reliable indicators in alignment with the overarching goals contained in the Performance Framework.

### Collaborative Goal Setting Process for 20-11-117(2)

1. Baseline data will be collected by the Choice School in the fall of the first year of operation from the initial standardized test administration.
2. Once the results of the fall assessment are available, the Choice School leader will use the baseline data to draft annual goals leading to the satisfaction of the Academic Measures contained within the Performance Framework at renewal. The annual goals should bridge any gaps in proficiency and growth by equal measurements over each year of the contract to satisfy the requirements of the "meets standard" descriptors in the Performance Framework.
3. The Commission Director shall review the draft annual goals providing feedback and opportunity for revision as necessary before seeking Commission approval.
4. Upon final approval by the Commission, the Director will enter the goals in the Choice School's Annual Report template. For purposes of the Annual Reports, the goals will be measured as meets or does not meet.

This page indicates the end of the preceding document.

The next agenda item document follows.



## Community Choice Schools Commission Criminal Background Check Policy

### Policy

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

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

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

All applicants completing a proposed school application shall follow the Commission Criminal Background Check Policy. Each individual named in the application shall submit the results of their background check to the Commission as a part of the application process. In the event an applicant's background check produces an adverse result, and it is determined the applicant does not meet eligibility criteria, the proposed school application will be denied.

### Commission Criminal History Record Information (CHRI) Internal Procedures

- 1) **Choice School Application Requirements:** A Choice School Application shall not be considered complete until the background check results for each of the governing board members, founders, and any staff members involved in the Application are received by the Commission; therefore, receipt of criminal background check results must precede the application deadline date.
- 2) **Who Needs to be Fingerprinted:** The Commission has the duty and authority to conduct federal background checks for Choice School applicants. All individuals 18 years or older to be hired as paid employees or as volunteers of a Choice School or Governing Board applying to the Commission to open a Choice School must be fingerprinted under the National Child Protection Act and Volunteers for Children's Act or NCPA/VCA.
- 3) **Applicant Rights and Consent to Fingerprint and Privacy Act:** Prior to fingerprinting, all applicants must review and sign the Applicant Rights and Consent to Fingerprint as well as review the Privacy Act Statement. These documents are available on the [Community Choice Schools website](#) under the Resources tab along with directions for submitting the signed Applicant Rights and Consent to Fingerprint to the Commission Director. The signed form is kept in the applicant's file for 5 years or the length of employment, whichever is longer.
- 4) **Fingerprinting:** Fingerprints are obtained via local law enforcement agencies and then mailed to DOJ/Criminal Records and Identification Services Section (CRISS) along with payment.
- 5) **Point of Contact (POC):** Cathy Kincheloe, Commission Director of Planning (Commission Director), has been appointed as the Point of Contact and acts as the primary point of contact between the Commission and CRISS. The Commission Director is responsible for ensuring Criminal Justice Information Services (CJIS) Policy compliance by all authorized recipients within the Commission. The POC is also responsible for any Privacy and Security Agreements with those who do not use CHRI on a regular basis. Any change in appointment of the POC or other authorized personnel will be reported to CRISS immediately using the Add/Remove Form.

- 6) **Entity Head:** McCall Flynn, the Executive Director of the Board of Public Education, will act as the entity head for the Commission. The entity head is responsible for the execution of the agency agreement. The entity head may or may not be the POC.
- 7) **Access of Criminal History Record Information (CHRI):** All background results are received by the Commission Director through MT DOJ SecureShare. The Commission policy is to review the background results only via electronic record. No results are to be printed and will not be stored. Only authorized personnel that have undergone Privacy and Security Information have access to criminal history record information. Authorized recipients of CHRI include: Commission Director, Cathy Kincheloe, and Commission Chair, Trish Schreiber.
- 8) **Review of Background Checks:** Background checks are reviewed by the Commission Director, and a Determination Form is completed. The Commission Director shall make a determination on an individual basis whether each person included in the Choice School Application has been convicted of, or is under pending indictment for, a crime that bears upon the applicant's fitness related to the safety and well-being of children. Conviction, including conviction following a plea of nolo contendere, a conviction in which the sentence is suspended or deferred, or any other adjudication treated by the court as a conviction, may be considered in determination by the Commission if the conviction was for a sexual offense, a crime involving violence, the sale of drugs, theft, or any other offense related to public health, welfare, and safety as it applies to the safety and welfare of children.
- 9) **Presence of Adverse Results in a Background Check:** If any adverse results are present on the background check, it is given to the Commission Chair to deny eligibility of the individual to be included on the Choice School application. The Commission Chair utilizes the Determination Form and the CHRI is then shredded if it had been printed.
- 10) **Dissemination Procedure:** The Commission does not disseminate criminal history record information with any other agency. A copy of the Determination Form can be provided to outside agencies upon request.
- 11) **Storage Procedures:** All criminal history record information is stored electronically. Only authorized personnel, Commission Director and Commission Chair, have access to this information. Only authorized personnel are present during the determination process when the criminal record is being reviewed.
- 12) **Applicant Procedures for Challenging or Correcting Their Record:** After receiving notice of a Does Not Meet Eligibility Criteria on the Determination Form, an applicant may challenge the accuracy and completeness of any information contained in any such report through the Montana Department of Justice procedures. The applicant has 10 days to contact the state or agency in which the record was created to make corrections. The applicant must then provide the Commission with a copy of the corrected background report provided by and notarized by the State Identification Bureau. Note, time is of the essence in the proposed school application process. The fee associated with obtaining a copy of the state record provided by the State Identification Bureau will be the responsibility of the applicant. Applicants wishing to challenge their record may follow the directions below to obtain a copy of their background report.

For an FBI criminal history national fingerprint based background check and information about record review and record challenge the applicant can go to the following website:  
<https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>

- 13) **Policy and Procedures for Misuse of Criminal History Record Information (CHRI):** The Commission does not allow dissemination of CHRI to persons or agencies that are not directly involved in the review and determination process. If CHRI is disseminated outside of the authorized receiving department, the Commission

Director will report this to CRISS immediately and provide CRISS with an incident response form. The incident response form will include the nature of the incident, any internal reprimands that may have resulted from the incident, as well as the Commission's plan to ensure that this incident does not get repeated.

- 14) **Destruction Procedure:** Dissemination Logs are maintained for a period of 3 years from the date of dissemination or between audits, and the Applicant Rights and Consent to Fingerprint form is maintained for at least five years or the length of employment, whichever is longer. At the end of the retention period, all CHRI and related information is shredded in-house by the Commission Director.

draft



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

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

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

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

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

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

### Procedures for Community Choice School Applicants

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

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

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

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

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

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

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

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

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

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

4) Do not fold the completed fingerprint cards.

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

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

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



This page indicates the end of the preceding document.

The next agenda item document follows.

Fund	Org	Subclass	Acct Lvl 1	Acct Lvl 2	Revenues	Expenditures	Rev less Exp	
08084	Community Choice Schools				527,500.00	283,166.08	244,333.92	
	20	Community Choice Schools			527,500.00	283,166.08	244,333.92	
		235V3	CCS COMMISSION UNSP		27,500.00	7,612.25	19,887.75	
			580000	Grants/Transfers/Misc	27,500.00	0.00	27,500.00	
				580000	Grants/Transfers/Misc	0.00	27,500.00	
			62000	Operating Expenses	0.00	7,612.25	(7,612.25)	
				62100	Other Services	0.00	2,601.50	(2,601.50)
				62400	Travel	0.00	4,010.75	(4,010.75)
				62800	Other Expenses	0.00	1,000.00	(1,000.00)
		235V4	BRADLEY FOUNDATION 12/4/25		300,000.00	96,656.53	203,343.47	
			580000	Grants/Transfers/Misc	300,000.00	0.00	300,000.00	
				580000	Grants/Transfers/Misc	0.00	300,000.00	
			61000	Personal Services	0.00	37,335.02	(37,335.02)	
				61100	Salaries	0.00	28,162.64	(28,162.64)
				61400	Employee Benefits	0.00	9,172.38	(9,172.38)
			62000	Operating Expenses	0.00	59,321.51	(59,321.51)	
				62100	Other Services	0.00	50,950.64	(50,950.64)
				62200	Supplies & Materials	0.00	723.09	(723.09)
				62300	Communications	0.00	227.56	(227.56)
				62400	Travel	0.00	5,351.21	(5,351.21)
				62500	Rent	0.00	234.01	(234.01)
				62800	Other Expenses	0.00	1,835.00	(1,835.00)
		235V4	BRADLEY FOUNDATION 25-26		0.00	174,066.11	(174,066.11)	
			61000	Personal Services	0.00	85,507.39	(85,507.39)	
				61100	Salaries	0.00	64,569.06	(64,569.06)
				61400	Employee Benefits	0.00	20,938.33	(20,938.33)
			62000	Operating Expenses	0.00	88,558.72	(88,558.72)	
				62100	Other Services	0.00	72,400.00	(72,400.00)
				62200	Supplies & Materials	0.00	1,747.77	(1,747.77)
				62300	Communications	0.00	1,592.87	(1,592.87)
				62400	Travel	0.00	8,231.40	(8,231.40)
				62500	Rent	0.00	312.00	(312.00)
				62800	Other Expenses	0.00	4,274.68	(4,274.68)
		235V5	BRADLEY FOUNDATION 2/18/2027		200,000.00	4,831.19	195,168.81	
			580000	Grants/Transfers/Misc	200,000.00	0.00	200,000.00	
				580000	Grants/Transfers/Misc	0.00	200,000.00	
			61000	Personal Services	0.00	4,781.19	(4,781.19)	
				61100	Salaries	0.00	3,607.21	(3,607.21)
				61400	Employee Benefits	0.00	1,173.98	(1,173.98)
			62000	Operating Expenses	0.00	50.00	(50.00)	
				62300	Communications	0.00	50.00	(50.00)
<b>Grand Total</b>					<b>527,500.00</b>	<b>283,166.08</b>	<b>244,333.92</b>	

This page indicates the end of the preceding document.

The next agenda item document follows.



**Montana Board of Public Education**  
Community Choice School Commission Presentation  
April 22, 2026

- ❖ Annual Agenda Calendar Review
- ❖ Legislative Implementation



# Board of Public Education

## ANNUAL AGENDA CALENDAR

### January 2026 – November 2026

*(Proposed items from OPI in italics)*

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#### January 15-16, 2026 – Helena, MT

Exiting Board Member – Last Meeting & Recognition  
 MACIE Update  
 Review Community Choice School Annual Reports  
 Action on ABCTe Program Approval  
 Action on Authorizing Public Charter Schools  
*Transportation Report*  
*Assessment Update*  
*Federal Update*  
*Accreditation Report*  
*Teacher Licensure Report*  
*Qualify Advanced Opportunity Grant Applications*  
*Action on Transformational Learning Phase II Grants*  
*Quality Educator Loan Assistance Program Report*  
*Content Standards Revision Update*  
 Action on MSDB Superintendent Contract Extension  
**MSDB Superintendent Performance Evaluation & Contract Extension Discussion**

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#### March 19-20, 2026 – Ronan, MT

MACIE Update  
 Action on MSDB School Calendar  
 Action on Early Literacy Screening Tools (Odd Years)  
*Assessment Update*  
*Federal Update*  
*Accreditation Report*  
*Annual School Food Services Report*  
*Review Draft CAEP MOU*  
*Content Standards Revision Update*

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#### May 21-22, 2026 – Great Falls, MT

Student Representative – Last Meeting & Recognition  
 MACIE Update  
 Review Public Charter School Performance Reports  
*Action on K-12 Schools Payment Schedule*  
*Assessment Update*  
*Accreditation Update*  
*Action on CAEP MOU*  
*Federal Update*  
*Content Standards Revision Update*  
*Action on Accreditation Status of All Schools*  
**Executive Director Performance Evaluation**

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#### July 22-24, 2026 – Helena, MT

Joint MACIE Meeting and Tribal Consultation  
 Strategic Planning Meeting  
 MACIE Update  
 Action on MSDB/Golden Triangle Co-op  
*Indian Education for All Report*  
*Assessment Update*  
*Federal Update*  
*OPI Staffing Report*  
*Accreditation Report*  
*Content Standards Revision Update*

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#### September 24-25, 2026 – Glendive, MT

Election of Board Officers  
 Action on Strategic Planning Items  
 MACIE Update  
 Montana Digital Academy Update  
 MACIE Renewal (Even Years)  
 Review Community Choice School Academic Performance and Financial Reports  
*Annual HiSET Report*  
*Annual Special Education Report*  
*Accreditation Update*  
*Assessment Update*  
*Federal Update*  
*Content Standards Revision Update*

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#### November 18-20, 2026 – Bozeman, MT

Board of Education Meeting  
 Joint Montana Council of Deans of Education Meeting  
 MACIE Update  
*Assessment Update*  
*Federal Update*  
*Annual Data Collection*  
*Action on Variance to Standards Requests & Renewals*  
*Accreditation Report*  
*Youth Risk Behavior Survey Update (Odd Years)*  
*Annual Professional Development Unit Providers Report*  
*Content Standards Revision Update*