

# Community Choice Schools Commission Policymaking Subcommittee

May 29, 2024  
Steering Committee Webinar  
9:00 a.m. to 11:00 a.m.

## Agenda Packet Contents:

1. Agenda
2. Proposal Review and Approval Process Policy
3. Application
4. Contract
5. Performance Framework

**Montana Community Choice Schools Commission**  
**Policy Development Subcommittee Steering Committee**  
**Meeting #1 Agenda**

May 28, 2024: 9:00 a.m. to 11:00 a.m.

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

	<b>Estimated Time</b>	<b>Details</b>
Item 1	9:00 a.m.	<p><b>Welcome</b></p> <ul style="list-style-type: none"> <li>○ Review Purpose: The Steering Committee will provide strategic feedback to support the MCCSC’s implementation of policies and documents that will enable high-quality Choice Schools and high-quality Authorizers to establish in the state of Montana.</li> </ul>
Item 2	9:05 a.m.	<p><b>Brief Introductions:</b></p> <ul style="list-style-type: none"> <li>○ Name, location, background, reasons for participating in the steering committee work</li> </ul>
Item 3	9:20 a.m.	<p><b>Scope of Work:</b></p> <ul style="list-style-type: none"> <li>○ Review and provide feedback on the Application, Contract, Performance Framework, and the Proposal Review and Approval Policy for Choice Schools (Meeting 1).</li> <li>○ Review and provide feedback on the Application, Contract, and the Proposal Review and Approval Policy for Authorizers (Meeting 2).</li> </ul>
Item 4	9:30 a.m.	<p><b>Guiding Questions:</b></p> <ul style="list-style-type: none"> <li>○ Is the document clear, concise, and easy to read?</li> <li>○ Does any of the information in the document seem redundant or unnecessary?</li> <li>○ Does the sequence of information within the document make sense?</li> <li>○ What could be better?</li> <li>○ Is anything missing?</li> <li>○ What questions might a founding board still have about the application process?</li> </ul> <p><b>Discussions Points:</b></p> <ul style="list-style-type: none"> <li>○ Proposal Review and Approval Policy for Choice Schools</li> <li>○ Application</li> <li>○ Contract</li> <li>○ Performance Frameworks</li> </ul> <p>Reference: <a href="#">20-11-101-126, MCA</a></p>
Item 5	10:45 a.m.	<p><i>This time will be provided for public comment on items not listed on the agenda. For those wishing to give virtual public comment, please contact <a href="mailto:bpe@mt.gov">bpe@mt.gov</a> to request the Zoom link for the meeting. Members of the public who have joined virtually on Zoom may “raise their hand” at the appropriate time to participate after being recognized. Written public comment may be submitted to the Executive Director of the BPE at <a href="mailto:bpe@mt.gov">bpe@mt.gov</a> and will be shared with the Commission members and included as part of the official public record.</i></p>
<b>Adjourn</b>	11:00 a.m.	



# Montana Community Choice Schools Commission

## **Proposal Review and Approval Process Policy for Initial Community Choice Schools Applications**

*(irrelevant to the renewal process of existing charter contracts)*

1. The Montana Community Choice School Application will be issued and posted by February 15<sup>th</sup> of each year on the Board of Public Education's website under the Community Choice Schools tab. The application will be broadly publicized statewide.
2. Applications can be submitted to the Montana Community Choice School Commission (MCCSC) during a pre-determined 3-day period in the first week of May, with a date certain deadline set at 5:00 p.m. The 3-day period will be announced yearly by February 15<sup>th</sup>. All applications will be submitted electronically.
3. The MCCSC will notify each applicant by email of receipt of their application within 5 business days.
4. Each Community Choice School Application will be published on the Board of Public Education's website under the Community Choice Schools tab, allowing the public to read through each application before the Commission takes action.
5. Each Application must pass the legal sufficiency review conducted by the MCCSC's Application Subcommittee to be considered complete. Any incomplete applications will be identified as soon as possible, and the applicants may have the opportunity to remedy the incomplete status within the current application cycle if the infractions are minor, or the applicants may re-apply in the next application cycle if the infractions are substantial.
6. The MCCSC will thoroughly evaluate each application and schedule an interview, in-person or by webinar, with each Applicant. These interviews will also be open to the public and provide local residents, along with all members of the public, the opportunity to provide input on each proposal before applications are considered for approval or denial by the MCCSC.
7. The MCCSC will evaluate each application and interview based on the Community Choice Schools Application Evaluation Criteria, a policy that will guide the MCCSC's decision to approve or deny a choice school proposal.
8. Within 45 business days of the proposal deadline, the MCCSC will send a condensed packet of a review of each proposal to the Montana Board of Public Education's Charter Committee for presentation at the Board's regularly scheduled July meeting. The Board Charter Committee will have 15 days to review the information, share it with the full Board, and provide the MCCSC with input e.g., questions or concerns to inform the MCCSC's final communications with the Applicants before the MCCSC convenes for action.



## Montana Community Choice Schools Commission

9. The MCCSC will convene within 60 business days of receipt of the first application accepted or within 60 business days of the application deadline, depending on which occurs first. Each application will be deliberated individually in an open meeting. The Board's Charter Committee members, the Chair of the Board, or the Board's Executive Director may join the Commission in formal deliberations about each application.
10. Approved proposals will advance to the contracting stage. Contracts will be signed within 45 business days of approval if both parties agree to the terms of the contract.
11. Denied proposals will be provided with a written explanation as to why their application was denied and may re-apply in the next application cycle or any future application cycles.

DRAFT



Montana Community Choice Schools Commission

# Community Choice Schools Commission Application

**Application Date**



# Montana Community Choice Schools Commission

## **Introduction**

The Montana Community Choice Schools Commission (MCCSC) is issuing this Request for Applications for the establishment of Community Choice Schools in Montana, in accordance with statutory requirements. The MCCSC 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 MCCSC law and the MCCSC's strategic vision, its mission, policies and procedures can be found on the Choice Schools tab on the [Board of Public Education's](#) website.

## **MCCSC's Strategic Vision**

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

## **Application Guidelines**

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

- Applicants 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:

- Written acknowledgement of receipt of proposal within five (5) business days;
- Notification of the expected timeline for approval or denial;
- A thorough evaluation of written proposals, in-person interviews, and public forums for community input and public comment;
- Applicants will be approved or denied within sixty (60) days of filing, or one hundred and twenty (120) days if more than three (3) proposals are received within thirty (30) days;
- Approval or denial decisions are adopted in an open meeting of the MCCSC; 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 MCCSC 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;



# Montana Community Choice Schools Commission

- Selection decisions are based on documented evidence collected through the application review process. Decision makers 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 identity, or to eliminate the American Indian achievement gap will be considered with greatest ardor in the application process.

## Application Components

### **Community Choice School Applicant Information Form**

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

### **Executive Summary**

Provide an executive summary of your proposed community choice school. In your summary, please be sure to include the following information:

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

### **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**.

- **Bylaws:** Proposed governing bylaws;
- **Board Members:** A list of founding governing board members including their background information; and
- **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.



# Montana Community Choice Schools Commission

## 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:

- **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;
- **Curriculum and Instruction:** A description of the instructional design, including the type of learning environment, class size and structure, curriculum overview, and teaching methods;
- **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;
- **Student Assessment:** A description of the student assessment plan beyond the annual standardized assessment;
- **Students with Disabilities:** 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; and
- **Extracurricular Programs:** A description of cocurricular or extracurricular programs, if any, and how the programs will be funded and delivered.

## Financial Plan

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

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

## Operations Plan

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

- **School Enrollment:** Plans and timelines for student recruitment and enrollment, including lottery procedures;
- **School Schedule:** Proposed school calendar and proposed daily schedule;
- **Student Discipline:** The proposed school's student discipline policies, including those for special education students;



# Montana Community Choice Schools Commission

- **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;
- **School Staff:**
  - A staffing chart for the proposed school's first year and a staffing plan for the term of the charter contract;
  - Plans for recruiting and developing school leadership and staff; and
  - The proposed school's leadership and teacher employment policies, including performance evaluation plans.
- **Parent Involvement:** Opportunities and expectations for parent involvement;
- **Contracts:** An explanation of any partnerships or contractual relationships central to the proposed school's operations or mission;
- **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;
- **Food service:** A description of plans for providing food to students, including but not limited to compliance with requirements for the provision of breakfast and lunch to students who meet free and reduced-price meals eligibility guidelines; and
- **School Facility:** A sound facilities plan, including backup or contingency plans.

## Special Situations

If you are planning to convert an existing school to a community choice school, contract with an educational service provider or are currently operating as a virtual school, please provide the additional information requested below.

- **School Conversion:**
  - Petition of support;
  - Evidence of past performance and current capacity for growth;
  - If proposed location will be within the geographical boundaries of a third-class elementary district or third-class high school, provide evidence of the following:
    - Evidence that the third-class district has elected to establish a community choice school;
    - Evidence that the third-class district has elected to convert a grade or grades to a choice school from an existing school;
    - The choice school is a tribal choice school;
    - The choice school is a virtual community choice school; or
    - 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.
- **Educational Service Providers:**
  - 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;
  - The proposed duration of the service contract;



# Montana Community Choice Schools Commission

- The roles and responsibilities of the governing board, the school staff, and the educational service provider;
- The scope of services and resources to be provided by the educational service provider;
- The method and timeline for evaluating the educational service provider;
- Methods of contract oversight and enforcement;
- Investment disclosure and conditions for renewal and termination of the contract; and
- 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.
- **Virtual Schools:**
  - A description of the proposed school's system of course credits;
  - A description of how the proposed school will monitor and verify full-time student enrollment, student participation in a full course load, credit accrual, and course completion; and
  - A description of how the proposed school will monitor and verify student progress and performance in each course through regular, proctored assessments and submissions of coursework and parent-teacher conferences.
- **Out-of-State Providers:** Applicants that currently operate one or more schools in any other state or nation must additionally provide:
  - Evidence of past performance of all schools currently in operation;
  - Identify any schools that were closed or charters that were revoked or not renewed for any reason; and
  - The organization's current capacity for growth and plans for developing capacity to support the proposed school(s) in Montana.

## Startup Plan

Provide a detailed school startup plan. Be sure to identify specific tasks, include timelines, and assign responsible individuals.

## Additional Information

- **Pedagogical Approach:** What is your educational approach/model (pedagogy) behind why you want to offer this curriculum to your community?
- **Postsecondary Readiness:** Will the educational approach/model prepare students to meet the standards for acceptance into the Montana University System?
- **Mental Health:** What is your plan to attend to the mental well-being of the school community? (What resources, if any, will you have available for families?)
- **Indian Education for All:** How will your proposed school include Indian Education for All within the curriculum?



# Montana Community Choice Schools Commission

## Appendix A Community Choice School Applicant Information Form

Applicant Information		School Information	
Date:		Proposed Name:	
Name:		Grades:	
Address:		Location:	
Phone Number:		Opening Date:	
E-mail Address:		Type:	<input type="checkbox"/> New School <input type="checkbox"/> Conversion <input type="checkbox"/> Virtual
Application Team Information			
Name	Role	Phone Number	E-mail
Applicant Signature			
As the person responsible for submitting this application, I verify that all the information included in this application is accurate and complete to the best of my knowledge.			
Applicant's Name _____ Applicant's Signature _____ Date _____			



# Montana Community Choice Schools Commission

## Appendix B Projected Enrollment Form

Year of Operation	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
First														
Second														
Third														
Fourth														
Fifth														
Sixth														
Seventh														
Eighth														
Ninth														
Tenth														
Eleventh														
Twelfth														

DRAFT



# Montana Community Choice Schools Commission

## Appendix C Board Governance Information Form

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

DRAFT

# COMMUNITY CHOICE SCHOOL COMMISSION CHARTER CONTRACT

## Cover Page

<b>Choice School Name:</b>	
<b>Charter Term Start:</b>	
<b>Charter Term Expiration:</b>	
<b>Grades Served:</b>	
<b>Exhibits</b> The following Exhibits are included with this Contract: Exhibit A –(XX) Exhibit B –(XX)	
<b>Notices to the Commission:</b> Address and Email	<b>Notices to the School:</b> Address and email

Draft

**TABLE OF CONTENTS**

**SECTION 1  
DEFINITIONS**

Section

Section 1.1 Certain Definitions ..... 5

**SECTION 2  
CONTRACT TERM**

Section 2.1 Term ..... 6

**SECTION 3  
COMMISSION-SCHOOL RELATIONSHIP**

Section 3.1 Parties ..... 6  
Section 3.2 Independent Status of the Commission ..... 7  
Section 3.3 Independent Status of the Choice School ..... 7  
Section 3.4 Commission Responsibilities and Rights ..... 7  
Section 3.5 School Responsibilities and Rights ..... 7  
Section 3.6 Indemnification ..... 9  
Section 3.7 Contracting with an Educational Service Provider ..... 9

**SECTION 4  
SCHOOL GOVERNANCE**

Section 4.1 Governance ..... 9  
Section 4.2 Membership ..... 9  
Section 4.3 Articles of Incorporation and Bylaws ..... 10  
Section 4.4 Transparency ..... 10  
Section 4.5 Conflict of Interest Policy ..... 10  
Section 4.6 Background Checks ..... 10

**SECTION 5  
OPERATION OF THE CHOICE SCHOOL**

Section 5.1 Operational Powers ..... 10  
Section 5.2 Facility ..... 10  
Section 5.3 School Calendar; Hours of Operation ..... 11  
Section 5.4 Insurance ..... 11  
Section 5.5 Nonreligious, Nonsectarian Status ..... 11  
Section 5.6 Student Welfare and Safety ..... 11

**SECTION 6  
SCHOOL ENROLLMENT AND DEMOGRAPHICS**

Section 6.1	School Enrollment and Demographics.....	11
Section 6.2	Student Recruitment and Enrollment .....	11
Section 6.3	Denial of Admission.....	11
Section 6.4	Commitment to Nondiscrimination .....	11

**SECTION 7  
EDUCATIONAL PROGRAM**

Section 7.1	Vision and Mission .....	11
Section 7.2	Curriculum, Instructional Program, and Pupil Performance Standards .....	12
Section 7.3	Assessment of Pupil Performance.....	12
Section 7.4	Performance Frameworks and Commission’s Annual Review of Schools .....	12
Section 7.5	Framework Amendment.....	12

**SECTION 8  
FINANCIAL MATTERS**

Section 8.1	Funding and Disbursement of Per Pupil Revenue .....	13
Section 8.2	Oversight Fee.....	13
Section 8.3	Budget .....	13
Section 8.4	Contracting.....	13
Section 8.5	Governing Board Policies and Procedures .....	13
Section 8.6	Financial Reporting .....	14

**SECTION 9  
PERSONNEL**

Section 9.1	Employee Status.....	14
Section 9.2	Employee Policies .....	14
Section 9.3	Employee Qualifications.....	14
Section 9.4	Background Checks; Fingerprinting.....	14
Section 9.5	Collective Bargaining Agreements.....	15

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

Section 10.1	Renewal .....	15
Section 10.2	Criteria for Non-Renewal or Revocation.....	15
Section 10.3	Revocation or Non-Renewal Process.....	16
Section 10.4	Choice School Initiated Termination .....	16

Section 10.5 Wind-Up and Dissolution..... 16  
 Section 10.6 Return of Property ..... 16

**SECTION 11  
 GENERAL PROVISIONS**

Section 11.1 Order of Precedence..... 16  
 Section 11.2 Amendments ..... 16  
 Section 11.3 Merger ..... 16  
 Section 11.4 Non-Assignment..... 16  
 Section 11.5 Governing Law ..... 17  
 Section 11.6 No Third-Party Beneficiary ..... 17  
 Section 11.7 No Waiver ..... 17  
 Section 11.8 Notice..... 17  
 Section 11.9 Severability ..... 17  
 Section 11.10 Referenced Laws, Policies, and Procedures..... 17  
 Section 11.11 Survival of Certain Contract Terms ..... 17

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

Section 12.1 Monitoring and Verifying Full-time Enrollment..... 18  
 Section 12.2 Monitoring and Verifying Student Progress and Performance ..... 18  
 Section 12.3 Parent-Teacher Conferences ..... 18

# 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 document submitted to the Commission to request the authorization or reauthorization of a Community Choice School. The application is incorporated into this Contract and attached as Exhibit (XX).
- d. **Authorizer** means the Commission.
- e. **Charter Contract** means a fixed-term, renewable contract between a Community Choice School and an authorizer that outlines the roles, powers, responsibilities, and performance expectations for each party to the contract.
- f. **Commission** means the Community Choice School commission provided for in the Community Choice Schools Act, MCA 20-11-106.
- g. **Community Choice School or Choice School** means a public school that has autonomy over decisions, including but not limited to matters concerning finance, board governance, personnel, scheduling, curriculum, and instruction; is governed by a governing board; is established and operated under the terms of a charter contract between the school’s governing board and its authorizer; is a school in which parents choose to enroll their children; is a school that admits students based on capacity and then on the basis of lottery if more students apply for admission than can be accommodated; provides a program of

education that may include any or all grades from kindergarten through grade 12 and vocational education programs; operates in pursuit of a specific set of educational objectives as defined in its charter contract; operates under the oversight of its authorizer in accordance with its charter contract; and establishes graduation requirements and has authority to award degrees and issue diplomas.

- h. **Education service provider** means a for-profit education management organization, nonprofit education management organization, school design provider, or other partner entity with which a Community Choice School intends to contract for educational design, implementation, or comprehensive management.
- i. **Governing board** means an independent volunteer board of trustees of a Community Choice School that is a party to the charter contract with the authorizer.
- j. **Local school board** means a traditional school district board of trustees exercising management and control over a traditional local school district pursuant to the laws of the state.
- k. **Parent** means a parent, guardian, or other person or entity having legal custody of a child.
- l. **Resident school district** means the public school district in which a student resides.
- m. **Student** means a child who is eligible for attendance in a public school in the state.
- n. **Traditional public school** means a traditional public school that is under the direct management, governance, and control of a local school board or the state.
- o. **Virtual Community Choice School** means a Community Choice School headquartered in Montana that offers educational services predominately through an online program.

## SECTION 2: CONTRACT TERM

### 2.1 **Term.**

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

## SECTION 3: COMMISSION-SCHOOL RELATIONSHIP

### 3.1 **Parties.**

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

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

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

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

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

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

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

### **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.

#### **A. 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.

#### **B. 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)).

**C. Notice to the Commission.**

**(1) Timely Notice.**

The Choice School will notify the Commission within fourteen (14) days in the following situations:

- i.* 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;
- ii.* Any changes in current Board membership, including resignations and appointments; and
- iii.* 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:

- i.* Conditions that may cause it to vary from the terms of this Contract, applicable Commission requirements, or federal or state law;
- ii.* 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;
- iii.* Any circumstances requiring lockdown, emergency procedures, or any other action that may affect school health or safety;
- iv.* 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;
- v.* Misappropriation of funds;
- vi.* A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more;
- vii.* Incidents involving student safety;
- viii.* Misconduct between the staff, governing board, and/or students; and

- ix. Any change in the Governing Board's corporate status, and/or amendments to the Articles of Incorporation and/or Bylaws.

**D. 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 posted by the Commission. 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) for the management and operation of the School only (1) as described in Exhibit (XX) to this Contract or (2) in an amendment to this Contract approved by both parties pursuant to Section 11.2. The Governing Board shall retain oversight authority over the school.

**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 under 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. Any changes to these documents will be communicated to the Commission with 14 days of that change becoming effective.

#### **4.4 Transparency.**

The Governing Board is subject to and shall comply with state open meeting and public record laws pursuant to Title 2, Chapters 3 and 6 (MCA 20-11-119(7)(c)).

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

The Governing Board shall adopt and strictly enforce a conflict of interest policy which preserves the mission and vision of the School and shall address nepotism, excessive compensation, and any other potential conflicts of interest among School staff, leadership, or the Governing Board.

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

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

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

#### **5.1 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 providing advance written notification to the Commission in accordance with Commission policy. 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 July 1 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 School shall not deny admission to a student except as permitted by law.

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

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

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

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

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

#### **7.2 Curriculum, Instructional Program, and Pupil Performance Standards.**

The Choice School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract and in alignment with the Application.

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

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

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

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

#### **7.5 Framework Amendment.**

The specific terms, form, and requirements of the Performance Framework and Annual Performance Report may be modified or amended to align with changes to applicable state or federal accountability requirements, state and/or nationally recognized best practices, or other circumstances that make assessment based on the existing Performance Framework and Annual Performance Report requirements impracticable or undesirable to the Commission. Any amendments to the Performance Framework will be voted on in an open meeting of the Commission with a quorum present.

## SECTION 8: FINANCIAL MATTERS

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

[TBD during implementation with Office of Public Instruction].

### **8.2 Oversight Fee.**

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

### **8.3 Budget.**

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

### **8.4 Contracting.**

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

Each Contract or legal relationship entered into by the Choice School shall include the following provision in addition to all other legally-required provisions:

- i.* The contractor acknowledges that the Choice School is not an agent of the Commission, and accordingly the contractor expressly releases the Commission from any and all liability under this agreement.

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

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

## **8.6 Financial Reporting.**

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

### **A. Annual Audit.**

The Choice School shall undergo an independent financial audit conducted in accordance with all applicable governmental accounting standards and performed by an independent certified public accountant each fiscal year. The results of the final audit will be provided to the Commission in accordance with the Annual Calendar of Reporting Requirements.

### **B. Quarterly Reporting.**

The Choice School will prepare quarterly financial reports for the Commission. Quarterly financial reports shall be submitted to the Commission in accordance with the Annual Calendar of Reporting Requirements and the Financial Performance Framework.

## **SECTION 9: PERSONNEL**

### **9.1 Employee Status.**

The Choice School shall employ such personnel as are required for the efficient and effective operation of the School. All employees hired by the Choice School shall be employees of the Governing Board and shall under no circumstances, including for the purposes of any public employee retirement plan, be considered an employee of the Commission or the State (MCA 20-11-119(1)(d); MCA 19-2-303; MCA 19-20-101). If the Choice School contracts for personnel with an Educational Service Provider, the school will submit a draft of the proposed agreement to the Commission Executive Director for review, in accordance with Section 3.7 of this Contract.

### **9.2 Employee Policies.**

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

### **9.3 Employee Qualifications.**

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

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

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

## **9.5 Collective Bargaining Agreements.**

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

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

### **10.1 Renewal.**

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

- a. base its decision on evidence of the Choice School's performance over the term of this Contract in accordance with the Performance Framework;
- b. ensure that data being used in making renewal decisions is available to the Choice School and to the public; and
- c. provide a public report summarizing the basis for its renewal decision.

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

#### **A. Timeline and Process.**

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

### **10.2 Criteria for Non-Renewal or Revocation.**

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

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

### **10.3 Revocation or Nonrenewal Process.**

In the event that the Commission revokes or refuses to renew this Contract, it shall do so in accordance with the procedures of MCA 20-11-118(2). Any hearing held under that procedure will be deemed a contested case proceeding within the meaning of the Montana Administrative Procedure Act, MCA 2-4-601 through -631, and will be held before the Board of Public Education. Any final decision shall clearly state by resolution the reasons for the revocation or nonrenewal.

### **10.4 Choice School Initiated Termination.**

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

### **10.5 Wind-Up and Dissolution.**

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

### **10.6 Return of Property.**

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

## **SECTION 11: GENERAL PROVISIONS**

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

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

### **11.2 Amendments.**

No amendment to this Contract will be valid unless ruled by resolution and ratified in writing by the Commission and the Governing Board and executed by authorized representatives of both parties.

### **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, express or implied, to any breach by either of them of any one or more of the provisions of this Contract will constitute a waiver of any other breach.

**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.

Draft

## 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].

Draft

## Signature Page

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

<p><b>CHOICE SCHOOL</b> <b>[SCHOOL NAME]</b></p> <p>By: _____ Chairperson, Board of Directors</p> <p>Date: _____</p>	<p><b>CHOICE SCHOOL COMMISSION</b></p> <p>By: _____ Chairperson, MCCSC</p> <p>Date: _____</p>
--	---

Draft

# Montana Community Choice Schools Performance Framework

Academic School Measures (pg. 2)

Operational Measures (pg. 9)

Financial Measures (pg. 10)

DRAFT

# Academic Measures

## All School Measures

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

1. Math Proficiency
2. ELA Proficiency
3. Math Growth
4. ELA Growth
5. Achievement Gap(s) Proficiency
6. Achievement Gap(s) Growth
7. Attendance
8. Recurrent Enrollment
9. Postsecondary Readiness

DRAFT

## 1. MATH PROFICIENCY

Proficiency Rate: Montana Community Choice Schools will use the proficiency rates as determined by either the Montana State Assessment or a national normed assessment such as the NWEA MAP Growth Assessment or the Renaissance Star Assessment. [Variables for determining proficiency depend on the specific assessment chosen by each Choice School and approved by the MCCSC].

Math Proficiency Rubric	
*Below example percentiles based on an average band of 40 <sup>th</sup> to 70 <sup>th</sup> percentile.	
Exceeds Standard (3)	The school's proficiency rate is greater than (XX) <b>OR</b> The school's proficiency average is at or above the 90 <sup>th</sup> percentile.
<b>Meets Standard (2)</b>	<b>The school's proficiency rate is equal to or greater than (XX) OR The school's proficiency average is at or above the (80<sup>th</sup> percentile).</b>
Approaches Standard (1)	The school's proficiency rate falls between the (40 <sup>th</sup> and 79 <sup>th</sup> percentile).
Does Not Meet Standard (0)	The school's proficiency rate falls below (40 <sup>th</sup> percentile).

## 2. ELA PROFICIENCY

Proficiency Rate: Montana Community Choice Schools will use the proficiency rates as determined by the Montana State Assessment or a national normed assessment, such as the NWEA MAP Growth Assessment or the Renaissance Star Assessment. [Variables for determining proficiency depend on specific assessment chosen by each Choice School and approved by the MCCSC].

ELA Proficiency Rubric	
*Below example percentiles based on an average band of 40 <sup>th</sup> to 70 <sup>th</sup> percentile.	
Exceeds Standard (3)	The school's proficiency rate is greater than (XX) <b>OR</b> The school's proficiency average is at or above the 90 <sup>th</sup> percentile.
<b>Meets Standard (2)</b>	<b>The school's proficiency rate is equal to or greater than (XX) OR The school's proficiency average is at or above the (80<sup>th</sup> percentile).</b>
Approaches Standard (1)	The school's proficiency rate falls between the (40 <sup>th</sup> and 79 <sup>th</sup> percentile).
Does Not Meet Standard (0)	The school's proficiency rate falls below (40 <sup>th</sup> percentile).

### 3. MATH GROWTH

Growth Rate: Montana Community Choice Schools will use growth rates as determined by the Montana State Assessment or other national assessment system, such as the NWEA MAP Assessment or the Renaissance Star Assessment. Growth rate is determined by the percentage of students who made adequate growth as defined by the assessment publisher. [Variables for determining proficiency depend on specific assessment chosen by each Choice School and approved by the MCCSC].

Math Growth Rubric	
*Below example percentiles based on an average band of 40 <sup>th</sup> to 70 <sup>th</sup> percentile.	
Exceeds Standard (3)	The school's growth rate is greater than (XX) <b>OR</b> The school's growth rate is at or above the (90 <sup>th</sup> percentile).
<b>Meets Standard (2)</b>	<b>The school's growth rate is equal to or greater than the (80<sup>th</sup> percentile).</b>
Approaches Standard (1)	The school's growth rate falls between the (40 <sup>th</sup> and 79 <sup>th</sup> percentile).
Does Not Meet Standard (0)	The school's growth rate falls below (40 <sup>th</sup> percentile).

### 4. ELA GROWTH

Growth Rate: Montana Community Choice Schools will use growth rates as determined by the Montana State Assessment or other national assessment system, such as the NWEA MAP Assessment or the Renaissance Star Assessment. Growth rate is determined by the percentage of students who made adequate growth as defined by the assessment publisher. [Variables for determining proficiency depend on specific assessment chosen by each Choice School and approved by the MCCSC].

ELA Growth Rubric	
*Below example percentiles based on an average band of 40 <sup>th</sup> to 70 <sup>th</sup> percentile.	
Exceeds Standard (3)	The school's growth rate is greater than (XX) <b>OR</b> The school's growth rate is at or above the (90 <sup>th</sup> percentile).
<b>Meets Standard (2)</b>	<b>The school's growth rate is equal to or greater than the (80<sup>th</sup> percentile).</b>
Approaches Standard (1)	The school's growth rate falls between the (40 <sup>th</sup> and 79 <sup>th</sup> percentile).
Does Not Meet Standard (0)	The school's growth rate falls below (40 <sup>th</sup> percentile).

## 5. ACHIEVEMENT GAP – MATH PROFICIENCY

Achievement Proficiency Subgroups: Montana Community Choice Schools will use the proficiency rates as determined by the Montana State Assessment or other national assessment system, such as the NWEA MAP Growth Assessment or the Renaissance Star Assessment to measure the achievement gap(s) between major subgroups. [The variable for differential/suboptimal proficiency rate depends on specific assessment chosen by each Choice School and approved by the MCCSC].

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

## 6. ACHIEVEMENT GAP – ELA PROFICIENCY

Achievement Proficiency Subgroups: Montana Community Choice Schools will use the proficiency rates as determined by the Montana State Assessment or other national assessment system, such as the NWEA MAP Growth Assessment or the Renaissance Star Assessment to measure the achievement gap(s) between major subgroups. [The variable for differential/suboptimal proficiency rate depends on specific assessment chosen by each Choice School and approved by the MCCSC].

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

## 7. ACHIEVEMENT GAP – MATH GROWTH

Achievement Growth Subgroups: Montana Community Choice Schools will use the growth rates as determined by the Montana State Assessment or other national assessment system, such as the NWEA MAP Growth Assessment or the Renaissance Star Assessment to measure the achievement gap(s) between major subgroups. [The variable for differential/suboptimal growth rate depends on specific assessment chosen by each Choice School and approved by the MCCSC].

Achievement Gap Math Growth Subgroups Rubric	
<b>Meets Standard (1)</b>	<b>Each major subgroup’s math growth rate equals or exceeds the school’s overall math growth rate.</b>
Does Not Meet Standard (0)	Variability exists between major subgroup’s math growth rates. One or more major subgroup’s math growth rate is (XX%) below the school’s ELA proficiency rate.

## 8. ACHIEVEMENT GAP – ELA GROWTH

Achievement Growth Subgroups: Montana Community Choice Schools will use the growth rates as determined by the Montana State Assessment or other national assessment system, such as the NWEA MAP Growth Assessment or the Renaissance Star Assessment to measure the achievement gap(s) between major subgroups. [The variable for differential/suboptimal growth rate depends on specific assessment chosen by each Choice School and approved by the MCCSC].

Achievement Gap ELA Growth Subgroups Rubric	
<b>Meets Standard (1)</b>	<b>Each major subgroup’s ELA growth rate equals or exceeds the school’s overall ELA growth rate.</b>
Does Not Meet Standard (0)	Variability exists between major subgroup’s ELA growth rates. One or more major subgroup’s ELA growth rate is (XX%) below the school’s ELA proficiency rate.

## 9. ATTENDANCE

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

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

## 10. RECURRENT ENROLLMENT

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

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

## 11. POSTSECONDARY READINESS

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

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

DRAFT

# OPERATIONAL MEASURES

## GOVERNING BOARD PERFORMANCE

1. Governance Oversight
2. Operational Compliance

### 1. Governance Oversight Rubric

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

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

### 2. Operational Compliance

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

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

# FINANCIAL MEASURES

## NEAR TERM HEALTH

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

## SUSTAINABLE HEALTH

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

### NEAR TERM HEALTH:

1. Current Ratio

Calculation: Current Assets divided by Current Liabilities

Data Source: Annual Fiscal Audit Report

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

## 2. Unrestricted Days Cash

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

Data Source: Annual Fiscal Audit Report

Unrestricted Days Cash Rubric	
Exceeds Standard (3)	The has more than 60-days cash on hand.
<b>Meets Standard (2)</b>	<p><b>The school has between 30- and 59-days cash on hand and a positive one-year trend.</b></p> <p><b>*Note: Schools in their first or second year of operation must have a minimum of 30- days cash on hand.</b></p>
Approaches Standard (1)	The school has between 15- and 30- days cash on hand OR Between 30- and 60- days cash on hand with a negative one-year trend.
Does Not Meet Standard (0)	The school has fewer than 15 days cash on hand.

### 3. Default

Calculation: No calculation.

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

Default Rubric	
Exceeds Standard (3)	The school has met standards for at least 3 consecutive years, including the most recently completed school year.
<b>Meets Standard (2)</b>	<b>The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.</b> <b>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.</b>
Approaches Standard (1)	The school experienced one or more instances of minor default during the fiscal year (such as making late payments); however, the school is not currently in default of any financial obligations.
Does Not Meet Standard (0)	The school is currently in default of financial obligations.

#### 4. Enrollment Variance

Calculation: Actual enrollment

Data Source: (XX)

Enrollment Variance Rubric	
Exceeds Standard (3)	The school has met standards for at least 3 consecutive years, including the most recently completed school year.
Meets Standard (2)	<b>Enrolment variance is equal to or greater than 95%.</b>
Approaches Standard (1)	The enrollment variance was between 90% and 95% OR The enrollment variance was less than 90% and the school provided a mid-year amended budget evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments.
Does Not Meet Standard (0)	The enrollment variance was less than 90% and the school did not provide evidence of mid-year budget amendments or operational changes evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments.

#### SUSTAINABLE HEALTH:

##### 5. Total Margin and 3-Year Aggregated Total Margin

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

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

Data Source: Annual Fiscal Audit Report

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

## 6. Debt Service Coverage Ratio

Calculation: If school owns its facility or if the school leases its facility and the lease is capitalized: (Net Income + Depreciation Expense + Interest Expense) divided by (Principal + Interest + Lease Payments) OR

If school leases its facility and the lease is not capitalized: (Facility Lease Payments + Net Income + Depreciation Expense + Interest Expense) divided by (Principal + Interest + Lease Payments)

Data Source: Annual Fiscal Audit Report

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

## 7. Debt to Asset Ratio

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

Data Source: Annual Fiscal Audit Report

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

## 8. Financial Compliance Rubric

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

Financial Compliance Rubric	
*School must show evidence of every activity listed to meet standard	
<b>Meets Standard (2)</b>	<ul style="list-style-type: none"> <li>○ <b>Accounting Practices: finances are managed in compliance with GAAP</b></li> <li>○ <b>Financial Transparency: expenditures and contracts are posted on the school's site</b></li> <li>○ <b>Internal Controls: the school's internal controls are compliant</b></li> </ul>
<b>Approaches Standard (1)</b>	The school was informed of non-compliance with accounting practices, financial transparency, or internal controls, and prompt action to correct is in evidence.
<b>Does Not Meet Standard (0)</b>	<p>The school is operating under a notification of fiscal concern or a notification of possible or imminent closure</p> <p><b>OR</b></p> <p>The school was informed of non-compliance with accounting practices, financial transparency, or internal controls and the issues were not corrected within 30 days.</p>