



**MISSOULA COUNTY PUBLIC SCHOOLS**  
**MISSOULA CONNECT ACADEMY**  
 Variance of Standards

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**VARIANCES TO STANDARDS APPLICATION**  
**Initial Application (two years)**

Purpose: [ARM 10.55.604\(1\)](#) "A local board of trustees may apply to the Board of Public Education through the Superintendent of Public Instruction to implement variance to an assurance standard or a section of assurance standards, excluding standards stating statutory criteria, standards pertaining to educator licensure or endorsement, and content standards as defined by the Board of Public Education and provided in guidance from the Superintendent of Public Instruction."

**DUE DATE**

First semester implementation; second Monday in October

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**COUNTY:**

**DISTRICT:**

**LIST EACH SCHOOL THAT IS REQUESTING THE VARIANCE:**

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1. Standard(s) for which a variance is requested, e.g., 10.55.709. If there is a program delivery standard, be sure to list it as well, e.g., 10.55.1801.

**2. Describe the variance requested.**

**3. Describe how and why the proposed variance would be:**

**a. Workable.**



**b. Educationally sound.**

**c. Designed to meet or exceed results under established standards.**

d. Where applicable, aligned with program standards under ARM 10.55.1101 through 10.55.2101.

4. Attach Board of Trustee meeting minutes that show the Board of Trustees adopted the application for a variance at an official, properly noticed meeting that provides evidence that local school community stakeholders were involved in the consideration and development of the proposed variance to an assurance standard or a section of assurance standards.  
*(Stakeholder groups include trustees, administrators, teachers, classified school staff, families, community members, and students as applicable.)*

**Required school district signatures:**

Board Chair Name: Wilena Old Person  
Board Chair Signature:  Date: 10/4/24  
Superintendent Name: Micah Hill  
Superintendent Signature:  Date: 10.4.24

Email the signed form to:

[OPIAccred@mt.gov](mailto:OPIAccred@mt.gov)

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**MISSOULA COUNTY PUBLIC SCHOOLS  
BOARD OF TRUSTEES  
Meeting**

**Tuesday, October 24, 2023 – 6:00 p.m.  
Administration Building A – Boardroom**

**Trustees Present:** Board Chair Wilena Old Person, Jeffrey Avgeris, Grace Decker, Jen Vogel, Ann Wake, Meg Whicher, Keegan Witt

**Others Present:** Micah Hill, Amy Shattuck, Vinny Giammona, Trevor Laboski, Pat McHugh

**MINUTES**

1. CALL TO ORDER, WELCOME AND ROLL CALL: The meeting was called to order 6:01 p.m.
2. PLEDGE OF ALLEGIANCE was said by all.
3. REVIEW, REVISE, AND APPROVE AGENDA: Trustee Avgeris made a motion to move agenda action items 6, 7, 8.a.v., and 8.B.i before agenda item 4. Seconded by Trustee Wake. No comments. The motion passed unanimously by all Trustees present.
6. CONSENT AGENDA
  - A. FINANCE, OPERATIONS and MAINTENANCE
    - i. **Topic: Approve Revenue and Expenditure**
      - **Elementary Recommendation:** Trustee Avgeris made a motion to approve the elementary consent agenda items. Seconded by Trustee Witt. No comments. The motion passed unanimously by all Trustees present.
      - **Secondary Recommendation:** Trustee Witt made a motion to approve the high school consent agenda items. Seconded by Trustee Avgeris. No comments. The motion passed unanimously by all Trustees present.
7. OLD BUSINESS
  - A. PERSONNEL, NEGOTIATIONS & POLICY
    - i. **Topic: Approve Second Reading of Policy Revisions:** Superintendent Micah Hill explained the proposed policy revisions had been approved at first reading by the Board on September 12, 2023. The revised policies were posted for public comment. Trustee Decker inquired about any changes. No public comment received. Supt. Hill recommended Trustees approve the policies as written.

Policy Number	Policy Name	Information
<a href="#">1700</a>	Uniform Grievance Procedure	Required Update
<a href="#">2120</a>	Curriculum Development, Content, Assessment	Required Update
<a href="#">2140</a>	Guidance and Counseling	Required Update
<a href="#">2159</a>	Parent/Family Engagement	Required Update
<a href="#">2422</a>	Proficiency	Required Update
<a href="#">2450</a>	Recognition of Native American Cultural Heritage	Required Update
<a href="#">3110</a>	Entrance, Placement and Transfer	Required Update
<a href="#">3120</a>	Compulsory Attendance	Required Update
<a href="#">3150</a>	Part-Time Attendance	Required Update
<a href="#">3235</a>	Video Surveillance	Required Update
<a href="#">3310</a>	Student Discipline	Required Update
<a href="#">3600</a>	Student Records	Required Update

4520	Cooperative Programs with Other District and Public Agencies	Required Update
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Trustee Avgeris made a motion to approve the policies revisions. Seconded by Trustee Wake. comments. The motion passed unanimously by all Trustees present.

8. NEW BUSINESS

A. FINANCE, OPERATIONS and MAINTENANCE

- v. **Topic: Approve Transportation Route Mileage Changes:** Pat McHugh explained an agenda amendment was published that incorporated regular and special routes. This is a routine item. There is a scheduled county transportation committee tomorrow. Mileage calculated for state reimbursement by route, am/pm, grade school level, and number of students. Chair Old Person inquired who served on the transportation committee for MCPS. Terry Phelan. Trustee Wake made a motion to approve the bus route mileages for the first semester of the 2023-2024 school year. Seconded by Trustee Witt. No comments. The motion passed unanimously by all Trustees present.

B. TEACHING AND LEARNING

- i. **Topic: Approve Public Charter School Applications:** Superintendent Micah Hill explained the two charter school applications must be submitted to the Board of Public Education (BOPE) by November 1<sup>st</sup>. BOPE will review applications November 15-17 and expect to announce approvals in January 2024. Applications have 4 main components – Academics, Governance, Community, Business and Operations. Upon approval the District would initiate the workplan – staffing, supplies, enrollment. The enrollment window would be April 1- May 1. If the District exceeded capacity for enrollment, a lottery system would be developed.  
**Connect Academy:** The academy would be open to students in grades 6-12. Would be a virtual format open to students across Montana. Would include synchronous and asynchronous courses and personalized learning plans. District currently is serving 53 students in the MOA which is funded by ESSER Funds. When funds go away this academy would be the replacement. Goal is to be a leader in competency. Shared the actions, outputs, and short term outcomes. The long term outcome would have the Connect Academy as a leader in personalized learning for all Montana students. Shared the mission and vision. Spoke to the flexible options including personalized pathways, challenging courses, responsive systems, and college and career pathways. Explained the business and operations including ANB. Proposing a head of school which would oversee both schools. Proposing six certified staff and one classified staff (secretary). Funding basic entitlement would be separate – High School \$343,483, Elementary \$114,493. ANB would be \$312,994 (HS), \$160,315 (MS), and \$59,620 (EL). Explained 6<sup>th</sup> grades is different. Facilities not brick and mortar. Need space for staff but can accommodate in current office space. Trustee Witt inquired how many other districts may be trying to do the same thing. Supt. Hill shared within the AA districts, several others. Doesn't mean the District would be exclusive. District stands to lose students if not approved. Supt. Hill shared the other charter school bill is under legal review for constitutionality. Explained a company that owns Power School is heavily promoting in Montana. Seeking to lobby for their own brand of charter school. Trustee Witt inquired if the staff were union. Supt. Hill explained the staff would be covered under the collective bargaining agreement. Chair Old Person inquired about FTE and why the counselor number did not increase? Predicated on current staff. If the school were fully implemented it would be one counselor to approximately 70 students. Would continue to work into the budget. Trustee Decker inquired if the students would be able to graduate from the academy. Wanted to know the District's overall vision. Supt. Hill explained under the charter school bill schools have to be working towards graduation requirements. Have to offer the complete package. It would be up to the Board regarding credits. State of Montana requires 20 credits and the District requires 24. There is also a different law that allows for less credits due to extenuating circumstances. The vision would be that a high school student would graduate in 4 years or less. Student could be a part time enrollment and still have access to activities and organizations. Still working out answers regarding participation for students accessing the academy from another city in Montana. Provided an example. Trustee Decker questioned if all the coursework would be synchronous or would there be a more proficiency based approach. Academy would offer both asynchronous and synchronous.



Provided an example. Trustee Avgeris inquired about the budget and questioned if students would be responsible for their own laptop. Supt. Hill referred to the curriculum section and referenced the \$900 which is an estimate. Trustee Whicher inquired what the parent responsibility would be for middle school students. Wanted to know if there was any middle school supervision. Supt. Hill explained it would be the parent's responsibility. This is an opportunity to attract new students to MCPS. Assistant Superintendent Giammona commented the key words in the application is the innovation side. Shared an example of the MOA in previous years. Middle school administration, counseling teams, teachers, etc. worked hard to do daily check-ins and had a matrix. Parent involvement is always a component.

**Teach Academy:** Assistant Superintendent Giammona explained the academy is a teaching experience in the arts and creative harmony. Looking to expand integration in the District. Creating project based and competency learning. Academy would be open to grades P-2 in year 1 and will expand P-5 by year 5. Interdisciplinary piece very important. Getting away from thinking about the current K-5 model where taught section by section. Will braid all the content together through a focus around the arts allowing kids to express in many different what they are learning. Not just a focus on the arts. Also, a focus on teacher education. Currently in staffing shortages across the State and country. This would be another way to leverage a lot of the resources to promote and retain aspiring teachers. It's about retention and trying to work with upcoming students looking into a career in education. Could involve them with the academy through different field experiences and working with classroom teachers. Referred to the presentation slide with the long term goals. Mirrors the Connect Academy. Identifying students to apply for the charter. Will have a lottery system if applications exceed capacity. Anyone can apply throughout the State. Looking at minimum enrollment of 80 students (4 classrooms). Supt. Hill explained the organizational structure. MCPS Board of Trustees will have oversight over the 2 charter schools. Obligated to have an advisory board and school leadership team. Trustee Whicher shared comments in praise for the work done to complete the applications. Asked questions regarding the application process, lottery system, and the facility that would house the academy. If there are more applicants than spots available, there will be a lottery. The Jefferson Center is the focus for now. Trustee Whicher shared comments of concern. Academy needs to be equitable for all families. Charter schools would naturally invite those with means. Looking to the Cabinet and the Board to make it a truly equitable process for families. Giammona echoed the comments. Supt. Hill explained public charter schools cannot charge a fee. Trustee Decker appreciated the work done on the applications in such a short amount of time. Excited about the Connect Academy but shared comments of concern about the Teach Academy. Currently doing arts integration in all schools. Worried about a small intensive integrated program that would really be appealing for parents looking at private school. Limited audience. Would be much more excited if we were targeting a specific audience/population. Further questioned the equity piece and wanted to hear about the core targeted group. Supt. Hill first acknowledged the hard work from Pat McHugh, Barbara Frank, and Shannon Rincker. In those discussions, the District had to start somewhere. Had less than a month to put the applications together. The District has the ability to flex, change, and modify as the programs progress. There is built in feedback and reporting. Recognizes that some students will not have access but may have the ability to expand earlier. Understands Decker's comments. Cannot identify the initial core group. To be successful have to have a specific number to start. Trustee Wake inquired about funding for the academy and the allowance of more students. District is funded in arrears so will use grant funding to cover the initial costs. Would be enrolling more students.

Trustee Wake made a motion to approve the Connect Academy and Teach Academy Public Charter School applications. Seconded by Trustee Avgeris. Public Comment: Christine Kolczak referred to a financial error on page 99 of the agenda. Found the program another \$65K. If the pro rate is .34, \$103K, the total should be \$34K on the right and it carries over to the total of \$704K for personnel. Actually, not quite that much. Addressed the affluent piece as far as the online program. District is currently serving 2 students who are parents and a great number of the students are FIT. Wanted to know how rigid the application was with the Board of Public Ed. Wondered if it could be adjusted after approval. Asked for a friendly edit to rename the Connect Academy. If the Montana Connections Academy is approved by the Board of Public Ed, it would be in direct competition with a

for profit agency that would confuse applicants. On the application the staffing is less. If going to individualized learning plans, 20% of current population right now is tier 3 and Special Ed. Goal of synchronous and asynchronous good. Inquired about the limits. The motion passed unanimously by all Trustees present.

Trustee Vogel left meeting at 6:52 p.m.

#### 4. PUBLIC COMMENT/CORRESPONDENCE

- Devan Leder commented that high school baseball was still not on the agenda and told the Trustees they will continue to hear from everyone. Read a prepared statement encouraging Trustees to put baseball on the agenda. Shared that he was a proud graduate of Sentinel High School. Wants the students to have the same opportunity to play baseball. Understands finances are a primary concern. Parents willing to help.
- Jude Leder shared that 332 student have signed a survey along with 2 teachers. Of those students, 62 want to play baseball. Provided fundraising ideas. Wants to play in the State tournament in Missoula Spring of 2024.
- Missy Miculka read a prepared statement in support of Missoula baseball. Parent group ready to help fundraise for the entire first year of baseball. Wants baseball on the next agenda. Happy to share information and a launch plan.
- Rowan Miculka read a prepared statement. Commented high school baseball is a stepping stone for college. Asked Trustees to place baseball on the agenda. Wants to play in the state tournament next spring.
- Ethan Paugh read a prepared statement. Has been playing baseball since he was five. Wants the opportunity to play high school baseball. Encouraged Trustees to put baseball on the next agenda.
- Harley Paugh commented the Trustees had heard from all the amazing boys over the last two meetings. Boys want the Board of Trustees to make a decision or have a discussion on what they can expect. Boys want to play in 2024 but if in 2025, fair enough. Asked for baseball to be on the next agenda.
- Jared Supola read a prepared statement in support of baseball. Wants baseball on the next agenda. Shared he is the father of two boys who want to play baseball. Provided history. Shared the skills learned playing baseball. Many of boys won't have – legion or high school travel club. People cannot afford time and money. Currently not enough available roster space. Parents willing to help.
- Rob Wallace commented in support of baseball for the 2024 season. Challenge without baseball in high school, the boys do not get to play. When MHSA passed baseball, 22 communities acted. Boys deserve to know when and if they will play baseball. Needs to be on the agenda. Understands funding is tight. Parents willing to fundraise.
- Joe Fulford read a prepared statement from his son. High School baseball would mean a lot. Putting baseball into high schools allows kids to continue. Separates Montana high schools from other states. Opportunity to play baseball in college. Shared his student's history. Implored the Board of Trustees to take action.
- Kris Welker explained he played college baseball and played for the Chicago Red Sox. Shared his personal history. Montana did not have high school baseball. His younger brother moved to Washington and played high school baseball and was eventually drafted by the Pittsburgh Pirates. Questioned by pro baseball why there was no high school baseball in Missoula. Supports high school baseball and wants it on the next agenda.

#### 5. REPORTS / ANNOUNCEMENTS

A. **Announcements from the Superintendent:** No announcements.

#### 8. NEW BUSINESS

A. FINANCE, OPERATIONS and MAINTENANCE

- i. **Topic: General Fund Update:** Pat McHugh referred to page 58, the updated expenditures for last fiscal year. The two spreadsheets are shared on a quarterly basis. Will be the documents to initiate the budget conversation. Referred to the total salaries and benefits for elementary and high school -

\$37.3M (elementary) and \$28M (high school). Represents 89% and 84%, respectively, of those total expenditures. Remaining 11% and 16% are in the areas of utilities, contracted services, and transportation. Referred to the three digit numbers. Referred to 120, substitute expenditure. Expenditure right at budget. Pointed out when the District talks about permanent subs and adding permanent subs into the budget. The substitute expenditures were less in 2021. The elementary expenditures were \$269K and high school \$242K. Reduction in sub costs would translate to the District's ability to fund permanent subs. Referred to code 130, overtime salaries. Due to not having positions filled in service areas and others picking up those extra duties. Contracted services large category. Largest expenditure is the SRO and CRO contracts with the Missoula Police Department, \$260K. Staffing costs for the preschool program \$384K. Referred to the CSCT obligation the District is required to match. Between the elementary and the high school district it is \$337K. Elections are \$90K. Contract with SPARK is \$45K. The audit is \$35K. Contract for special education services including sign language interpreters, etc. is \$80K. Professional training services for high school is \$109K and the print shop contract is \$190K. Utilities went up significantly compared to last year. Up almost \$300K in the elementary and \$170K in the high school. Property liability insurance went up to \$980K. Supt. Hill inquired about the sub line code 130 where the District expended \$540K (elementary) and \$399K (high school). Wanted to know if that included permanent subs. No comments.

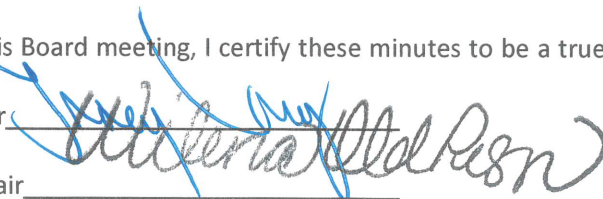
- ii. **Technology Fund Update:** Pat McHugh referred to page 60 of the agenda. Annually levy \$850K. District re-appropriates some per budget to have available \$1.1M. The expenditures primarily in minor equipment. If we did not spend all the budget not an issue. Pushed over to the next year. Everything rolls over from one year to the next. High school \$757K levy. Expenditures the same. Bulk in minor equipment. No comments.
- iii. **Topic: Transportation Fund Update:** Pat McHugh referred to page 62. Entirely a local levy. Levy amount \$4.5M in support of transportation. There is some reimbursement for state and county but very small. Tied to mileage routes approved earlier. Portion of the principal salaries covered with the fund, 10%. Referred to page 63 for the high school which is similar. Fewer dollars levied for transportation and the expenditures are less. High school has a budget balance. Elementary did a budget amendment and ended the year at zero. Reserves low. No comments.
- iv. **Topic: FY25 Budget Projections and Budget and Election Calendar:** Pat McHugh explained this is an early look at budget projections. Estimates. Base look into the general fund for FY25. District ran the October enrollment count and estimated the spring count. Incorporated the 3% inflationary increase from the state, and 3% is the max allowed by state law. Provided for a decent increase. In the elementary side an \$800K increase with \$166K levy. October enrollment went down 53 students in K-6 and 61 students in 7-8. High School had a 65 student increase. Bump in budget at \$1.4M and a levy of \$303K. Spreadsheet used older data but used as a placeholder to give an idea. Incorporated the need to build into the budget for FY25 those positions that are ESSER funded. On the elementary side it is \$355K and high school \$1.1M. Better in elementary than anticipated. Build the obligations into the General Fund. Do not have ESSER to fall back. Working with deficits of 760 and 395. Referred to the election calendar. Plan to have a monthly budget levy and committee meetings. First meeting November 17<sup>th</sup>. Identified a few budget items. Committee to work to develop the budget. Each month plan to have a general fund updates. Chair Old Person inquired trustees were on the committee – Koan Mercer, Keegan Witt, Meg Whicher, and Ann Wake.

9. ADJOURN: The meeting was adjourned 7:32 p.m.

As recording secretary for this Board meeting, I certify these minutes to be a true and correct copy of what was taken at the meeting.

Tracy Long, Minutes Recorder

Wilena Old Person, Board Chair



Pat McHugh, District Clerk

A handwritten signature in blue ink, appearing to be 'Pat McHugh', written over a horizontal line. The signature is stylized and cursive.

MISSOULA COUNTY PUBLIC SCHOOLS					
ELEMENTARY DISTRICT					
Summary of Revenues and Expenditures - Year-to-Date					
For the period July 1, 2022 through May 31, 2023					
	Actual	-----Expenditures-----			
	Revenues		Year-to-date		Budget
	Year-to-date**	Budget	Expenditures	Encumbrances	Balance
<b>ELEMENTARY</b>					
General Fund	\$ 32,425,102	\$ 42,151,020	\$ 33,995,029	\$ 411,036	\$ 7,744,955
Transportation	2,771,366	5,030,480	4,475,993		554,487
Food Service*	1,916,046		2,018,199	222,311	
Tuition	654,096	1,192,534	2,156		1,190,378
Retirement	3,467,800	5,976,470	4,771,044		1,205,426
Miscellaneous*	4,526,774		8,807,250	121,768	
Adult Education	55,344	178,078	70,891	15,589	91,598
Rental Fund*					
Comp. Absences*					-
Litigation Reserve					-
Technology Fund	515,400	1,109,637	827,993	224,448	57,196
Flexibility Fund	48,356	54,873	26,003	1,260	27,609
Debt Service	3,533,753	6,425,700	1,356,024		5,069,676
Building Fund*	50		75,912		(75,912)
Building Reserve	472,372	2,045,292	405,957	92,889	1,546,445
Insurance Trust*	6,954,365		9,148,451		
Endowment Fund*	1,000		696		
Extracurricular Fund*	285,945		229,485		
	\$ 57,627,768	\$ 64,164,083	\$ 66,211,084	\$ 1,089,300	
* Budgets not required by state law for these funds.					
** Excludes May 2023 tax revenue which have not yet been posted.					



# MISSOULA COUNTY PUBLIC SCHOOLS ELEMENTARY DISTRICT

## Summary of Revenues and Expenditures - Year-to-Date

For the period July 1, 2022 through June 30, 2023

	Actual	-----Expenditures-----			
	Revenues		Year-to-date		Budget
	Year-to-date**	Budget	Expenditures	Encumbrances	Balance
<b>ELEMENTARY</b>					
General Fund	\$ 42,139,506	\$ 42,151,020	\$ 41,953,983	\$ 165,049	\$ 31,989
Transportation(A)	4,996,714	5,350,480	5,317,066		33,414
Food Service*	2,377,765		2,609,289	221,923	
Tuition	1,181,726	1,192,534	1,192,534		-
Retirement(B)	5,861,800	6,301,470	5,980,014		321,456
Miscellaneous*	12,677,850		13,286,073	100,501	
Adult Education	100,604	178,078	86,144	4,390	87,544
Rental Fund*					
Comp. Absences*	8,503				-
Litigation Reserve					-
Technology Fund	893,050	1,109,637	503,829	107,215	498,593
Flexibility Fund	49,025	54,873	23,452	1,572	29,849
Debt Service	6,204,483	6,425,700	6,423,204		2,496
Building Fund*	549		4,925	4,900	
Building Reserve	663,936	2,045,292	432,486	36,870	1,575,935
Insurance Trust*	8,754,711		10,426,701		
Endowment Fund*	13,311		696		
Extracurricular Fund*	301,736		287,288		
	<b>\$ 86,225,270</b>	<b>\$ 64,809,083</b>	<b>\$ 88,527,683</b>	<b>\$ 642,419</b>	
* Budgets not required by state law for these funds.					
(A) Budget includes Transportation Fund budget amendment of \$320,000.					
(B) Budget includes Retirement Fund budget amendment of \$325,000.					

<b>MISSOULA COUNTY PUBLIC SCHOOLS ELEMENTARY DISTRICT</b>		
<b>SUMMARY OF EXPENDITURES APPROVED</b>		
(Includes Payroll & Encumbered Reserves)		
Meeting Date: October 24, 2023		
Reporting Dates: June 1, 2023 ~ June 30, 2023		
FUND #	FUND NAME	ELEMENTARY
01	General	\$ 10,050,253.79
10	Transportation	\$ 872,917.98
12	Food Service	\$ 315,100.16
13	Tuition	\$ 3,228.85
14	Retirement Fund	\$ 1,477,937.40
15	Miscellaneous Federal	\$ 2,093,685.50
17	Adult Education	\$ 14,905.20
20	Rental	
21	Compensated Absences	
28	Technology Fund	\$ 111,766.91
29	Flex Fund	\$ 2,955.09
50	Debt Service	\$ 5,066,079.09
60	Building	
61	Building Reserve	\$ 19,128.95
78	Insurance Trust	\$ 1,162,704.31
81	Endowment	
82	Interlocal Agreement	
84	Student Activity	\$ 93,524.93
	TOTAL	\$21,284,188.16
Approved By		
Board of Trustees		



# MISSOULA COUNTY PUBLIC SCHOOLS HIGH SCHOOL DISTRICT

## Summary of Revenues and Expenditures - Year-to-Date

For the period July 1, 2022 through May 31, 2023

	Actual		-----Expenditures-----		
	Revenues		Year-to-date		Budget
	Year-to-date**	Budget	Expenditures	Encumbrances	Balance
<b>SECONDARY</b>					
General Fund	\$ 25,501,289	\$ 33,410,120	\$ 26,856,816	\$ 190,940	\$ 6,362,364
Transportation	1,464,601	2,689,573	2,078,198		611,375
Food Service*	18,235		531,218	40	
Tuition	364,231	658,166	25,948		632,218
Retirement(A)	2,719,188	4,895,682	3,825,849		1,069,833
Miscellaneous*	6,004,105		5,548,847	156,727	
Adult Education	645,030	983,115	764,113	1,985	217,017
Traffic Education*	126,938		295,710	300	
Rental Fund*					
Comp. Absences*					
Technology Fund	458,826	1,642,909	697,920	176,587	768,403
Flexibility Fund	211,910	301,351	138,772	4,912	157,667
Debt Service	2,859,952	5,102,000	1,085,940		4,016,060
Building Fund*	3,873		2,192		
Building Reserve	295,378	2,152,008	811,332	70,510	1,270,166
Data Processing*			502,372		
Warehouse*	13,551		412,736	20,496	
Print Shop*	9,356		275,257	17,130	
Insurance Trust*	4,731,003		4,193,293		
Endowment Fund*	41,100		46,358		
Interlocal*	3,509		179,288	22,643	
Extracurricular*	2,308,108		2,051,497		
	\$ 47,780,183	\$ 51,834,924	\$ 50,323,654	\$ 662,270	
* Budgets not required by state law for these funds.					
** Excludes May 2023 tax revenue which have not yet been posted.					
(A) Budget includes Retirement Fund budget amendment of \$150,000.					



# MISSOULA COUNTY PUBLIC SCHOOLS HIGH SCHOOL DISTRICT

## Summary of Revenues and Expenditures - Year-to-Date

For the period July 1, 2022 through June 30, 2023

	Actual		-----Expenditures-----		
	Revenues		Year-to-date		Budget
	Year-to-date	Budget	Expenditures	Encumbrances	Balance
<b>SECONDARY</b>					
General Fund	\$ 33,439,020	\$ 33,410,120	\$ 33,284,703	\$ 93,327	\$ 32,089
Transportation	2,618,494	2,689,573	2,481,644		207,929
Food Service*	406,711		461,664	40	
Tuition	648,419	658,166	658,166		0
Retirement(A)	4,568,896	4,895,682	4,641,071		254,611
Miscellaneous*	8,853,857		8,090,209	112,432	
Adult Education	983,978	983,115	870,566	8,753	103,796
Traffic Education*	236,327		329,605		
Rental Fund*					
Comp. Absences*	8,256				
Technology Fund	799,079	1,642,909	554,744	83,836	1,004,329
Flexibility Fund	215,881	301,351	149,082	601	151,668
Debt Service	4,944,700	5,102,000	5,096,893		5,107
Building Fund*	4,891		2,192		
Building Reserve	452,184	2,152,008	825,705	91,349	1,234,953
Data Processing*	596,188		569,188		
Warehouse*	654,219		484,033	137,063	
Print Shop*	341,247		328,427	1,885	
Insurance Trust*	5,961,288		4,801,899		
Endowment Fund*	49,210		48,628		
Interlocal*	893,872		216,878		
Extracurricular*	2,444,959		2,222,687		
	\$ 69,121,676	\$ 51,834,924	\$ 66,117,984	\$ 529,288	
* Budgets not required by state law for these funds.					
(A) Budget includes Retirement Fund budget amendment of \$150,000.					



Required Revisions to Existing Policies		
Policy Number	Name	Legal Reference
<a href="#">1700</a>	Uniform Grievance Procedure	<a href="#">HB504</a>
<p>Revised to reflect requirements of House Bill 504. This bill requires school districts to have a uniform grievance procedure providing for both informal and formal resolution of complaints as well as providing a printed version of the grievance policy upon request. The law also requires that a formal grievance process have a timeline that starts 30 days from the completion of the informal process. Clarification language was also added to state that the grievance process does not apply to those complaints covered by state or federal law that supersedes the uniform process. These would include issues related to special education under IDEA as well as disability discrimination and sexual harassment.</p>		
<a href="#">2120</a>	Curriculum Development, Content, Assessment	<a href="#">HB214</a>
<p>Revised to reflect changes in the law related to remote and offsite instruction from House Bill 214. Changes are also made to reflect changes made to the accreditation rules in Chapter 10.55 of the Montana Administrative Rules. Legal references were also updated.</p>		
<a href="#">2132</a>	Student and Family Privacy Rights	<a href="#">HB676</a>
<p>Revised to reflect the language adopted in House Bill 676 regarding parental rights as well as participation in surveys.</p>		
<a href="#">2140</a>	Guidance and Counseling	<a href="#">HB458</a>
<p>Revised to reflect House Bill 458 which permits (but does not require) high schools to hire career coaches. Note that the language of the bill allows the use of a career coach to assist with K-12 career and vocational/technical training but most of the language is applicable to only high schools.</p>		
<a href="#">2159</a>	Parent/Family Engagement	<a href="#">HB676</a> <a href="#">HB518</a>
<p>Revised to reflect House Bill 676 and Senate Bill 518 regarding parental rights and parent and family engagement. It also reflects the changes made in Chapter 10.55 of the Montana Administrative Rules regarding family engagement. Cross references to other policies have also been added to address the notification requirements of House Bill 676 and Senate Bill 518 (please note that there is a reference to Policy 2170 which is an optional new policy addressed below – only include this reference if the new policy is adopted).</p> <ul style="list-style-type: none"> <li>House Bill 676 revises MCA § 40-6-701 to define the fundamental rights of parents. Such rights are now enumerated to include: (1) directing the education of a child including choosing a public, home, or private school and “the right to make reasonable choices with public schools for the education of the child; (2) access and review written and electronic education records controlled by or in the possession of a school; (3) consent before an audio or video recording is made of the child except where it is part of the security or surveillance of buildings/grounds/transportation of the student or an ID card; (4) be notified if the school suspects abuse or neglect or a crime against the child unless the parent is the one perpetrating such conduct; (5) opt the child out of personal analysis, evaluation, survey, or data collected for inclusion</li> </ul>		

into the statewide data system except data necessary and essential for the student’s education record; (6) excuse the child from school attendance for religious purposes; (7) participate in PTAs and school organizations; and (8) be notified if and provide consent before their child is supposed to sleep in the same room as a transgender student on a school trip (if the parent does not consent, the child can still attend and must be provided with different sleeping quarters). The law also defines an “education record” as “attendance records, test scores of school-administered tests and statewide assessments, grades, school- sponsored or extracurricular activity or club participation, email accounts, online or virtual accounts or data, disciplinary records, counseling records, psychological records, applications for admission, health and immunization information including any medical records maintained by a health clinic or medical facility operated or controlled by the school district or located on the district property, teacher and counselor evaluations, and reports of behavioral patterns.” Changes are made to the policy to recognize the fundamental rights; however, such rights are recognized only to the extent consistent with the law. While the bill defines education records, the rights regarding education records must be consistent with FERPA. Although the law defines what “education records” are considered, this does not create an obligation to maintain such records if none exist. If the record is maintained and exists, it would be part of the student’s education records. Moreover, it is unclear what analysis/evaluation/survey/data collection would be done that would not be required for the student’s education record. Student surveys are already governed by the Pupil Protection Rights Act (PPRA).

- Senate Bill 518 also addresses parent rights. It creates additional obligations for school districts to inform parents regarding certain matters including parental participation, information about how to participate in governance, how they may learn the “course of study”, withdrawing their child from instruction or presentations/assemblies/lectures/educational events that “offend the parent’s beliefs or practices,” and information about the clubs and extracurricular activities offered by the school as well as the right to withdraw the child and give permission for the child to participate. There is also a provision requiring parental consent before a child uses a pronoun that does not align with the child’s sex at birth; such provision, however, is in conflict with federal law. It also provides that if parental consent is provided, an individual may not be compelled to use such pronouns. Some changes related to the information about clubs and activities and consent for such as well as the notice of parent rights are included in the handbook. The law also requires annual notice about a district’s educational opportunities; a template for this notice will be provided with the annual notices.

<a href="#"><u>2422</u></a>	Proficiency	<a href="#"><u>SB8</u></a> <a href="#"><u>HB214</u></a>
Revisions were made to this policy to reflect Senate Bill 8 which changes the definition of “proficiency” and House Bill 214 which addresses remote instruction. Districts must include their own definition of proficiency in the space provided.		
<a href="#"><u>2450</u></a>	Recognition of Native American Cultural Heritage	<a href="#"><u>HB338</u></a>
Revised to reflect the requirement under House Bill 338 requiring the use of a certified staff member		

to provide instruction in American Indian studies if the District receives a Indian Education for All payment. Legal references were also updated to add citation to administrative rules incorporating education related to Native Americans.		
<a href="#"><u>3110</u></a>	Entrance, Placement and Transfer	<a href="#"><u>HB946</u></a> <a href="#"><u>HB352</u></a> <a href="#"><u>HB396</u></a>
Revised to reflect changes in the definition of “exceptional circumstances” under House Bill 946 for students under 5 and over 19. Districts who currently are operating an early kindergarten should also include the criteria for students to be admitted for such program – the board must approve each student admitted for such program. <i>Please note</i> that such programs will change pursuant to House Bill 352 starting July 1, 2024, and changes will be made to this policy after next school year to reflect this change. The language also reflects the requirement from House Bill 396 that a district enroll a home school or nonpublic school student part-time at the request of the parent.		
<a href="#"><u>3120</u></a>	Compulsory Attendance	<a href="#"><u>HB676</u></a> <a href="#"><u>SB518</u></a>
Revised to reflect changes in language regarding compulsory enrollment under House Bill 676 and Senate Bill 518. Senate Bill 518 permits a parent to withdraw a student from instruction or presentations/assemblies/lectures/educational events that “offend the parent’s beliefs or practices,” which is a basis for excusal from compulsory attendance.		
<a href="#"><u>3150</u></a>	Part-Time Attendance	<a href="#"><u>HB396</u></a>
Revised to reflect House Bill 396 which requires the part- time enrollment of a nonpublic or homeschool student who is a resident of the district and meets the age requirements at the request of the parent.		
<a href="#"><u>3235</u></a>	Video Surveillance	<a href="#"><u>HB676</u></a>
Language was added to this policy to clarify that staff members cannot video a student in a classroom without permission of the parents, which is required by House Bill 676. That bill does not require parental permission for recording a student for purposes of security or surveillance.		
<a href="#"><u>3310</u></a>	Student Discipline	<a href="#"><u>HB128</u></a> <a href="#"><u>HB450</u></a> <a href="#"><u>HB361</u></a>
Revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property. “Marijuana products” are defined as those products which include but are not limited to edible products, ointments, tinctures, marijuana derivatives, marijuana concentrates, and marijuana intended for use by smoking or vaping. It also reflects the self-defense/defense of others exception to the use of physical force by a student adopted under House Bill 450. The legal references were also updated to reflect House Bill 361.		
<a href="#"><u>3600</u></a>	Student Records	<a href="#"><u>HB676</u></a> <a href="#"><u>SB213</u></a>
Legal references were updated to reflect a parent’s right to access and review student records under House Bill 676 as well as a reference to MCA § 52-2-211 (which was revised by Senate Bill 213) that allows for a county interdisciplinary team/school safety team to access student records.		

<a href="#">4520</a>	Cooperative Programs with Other District and Public Agencies	<a href="#">HB214</a>
Revised to incorporate language from House Bill 214 which permits districts to enter into multidistrict agreements for a district to provide “culturally rooted instruction aligned to a learning environment for English language learners or an Indian language immersion program.”		



BOARD OF TRUSTEES

Uniform Grievance Procedure

**The Board establishes this Uniform Complaint Procedure as a means to address complaints arising within the District. This Uniform Grievance Procedure is intended to be used for all complaints except those involving challenges to educational material, those governed by a specified procedure in state or federal law that supersedes this grievance process, and those governed by a collective bargaining agreement.**

All individuals should use this grievance procedure if they believe that the Board, its employees or agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy.

The District will endeavor to respond to and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies, and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

If a grievant is not sure of the appropriate person with whom to file a complaint, he/she may ask for assistance from the building principal or other administrator in identifying the appropriate individual.

Complaints against non-administrators (i.e., those other than principals, directors, or the Superintendent):

Level 1: Informal

An individual with a complaint ~~is encouraged to first~~ **should** discuss it with the teacher, counselor, or staff member involved, with the objective of resolving the matter promptly and informally. **In the event that resolution is not achieved, the individual may file a written complaint within thirty (30) days of completion of the informal resolution process.** An exception is that a complaint of sexual harassment should be discussed directly with an administrator not involved in the alleged harassment.

Level 2: Principal

If the complaint is not resolved at Level 1, the grievant may file a **formal** written grievance stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the principal within thirty (30) calendar days of the alleged violation of his or her rights guaranteed by the State or federal constitutions, State or federal statutes, or Board policy, or from the date the grievant could reasonably become aware of such occurrence **or**

### **completion of the informal resolution process.**

If the complaint alleges a violation of Board policy or procedure, the principal shall investigate and attempt to resolve the complaint. The principal shall address the grievance in writing. If either party is not satisfied with the principal's decision, the grievance may be advanced to Level 3 by requesting in writing that the Superintendent review the principal's decision. This request must be submitted to the Superintendent within fifteen (15) days of the principal's decision.

#### **Level 3: Superintendent**

Upon receipt of the request for review, the Superintendent or designee shall schedule a meeting between the parties and the principal. The parties shall be afforded the opportunity to either dispute or concur with the principal's findings. The Superintendent or designee shall decide the matter within ten (10) days of the meeting and shall notify the parties in writing of the decision. If the Superintendent or designee agrees with the recommendation of the principal, the recommendation will be implemented. If the Superintendent or designee rejects the recommendation of the principal, the matter may either be referred to an outside investigator for further review or resolved by the Superintendent or designee.

If either party is not satisfied with the decision of the Superintendent or designee, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within fifteen (15) days of receiving the Superintendent's or designee's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent or designee to the Board bears the burden of proving a failure to follow Board policy.

#### **Level 4: The Board**

Upon receipt of a written appeal of the decision of the Superintendent or designee, and assuming the appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final, unless appealed within the period provided by law.

#### **Level 5: County Superintendent**

If the case falls within the jurisdiction of the County Superintendent of Schools, the decision of the Board may be appealed to the County Superintendent by filing a written appeal within thirty (30) days after the final decision of the Board, pursuant to the Rules of School Controversy.

### Complaints against Principals:

#### Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the principal involved, with the objective of resolving the matter promptly and informally.

#### Level 2: ~~Executive Regional Director~~ **Assistant Superintendent**

If the complaint is not resolved at Level 1, the grievant may file a **formal** written grievance stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the ~~Executive Regional Director~~ **Assistant Superintendent** within thirty (30) calendar days of the alleged violation of his or her rights guaranteed by the State or federal constitutions, State or federal statutes, or Board policy, or from the date the grievant could reasonably become aware of such occurrence **or completion of the informal resolution process.**

If the complaint alleges a violation of Board policy or procedure, the ~~Executive Regional Director~~ **Assistant Superintendent** shall investigate and attempt to resolve the complaint. The ~~Executive Regional Director~~ **Assistant Superintendent** shall address the grievance in writing. If either party is not satisfied with the ~~Executive Regional Director's~~ **Assistant Superintendent's** decision, the grievance may be advanced to Level 3 by requesting in writing that the Superintendent review the ~~Executive Regional Director's~~ **Assistant Superintendent's** decision. This request must be submitted to the Superintendent within fifteen (15) days of the ~~Executive Regional Director's~~ **Assistant Superintendent's** decision.

#### Level 3: Superintendent

Upon receipt of the request for review, the Superintendent shall schedule a meeting between the parties and the ~~Executive Regional Director~~ **Assistant Superintendent**. The parties shall be afforded the opportunity to either dispute or concur with the ~~Executive Regional Director's~~ **Assistant Superintendent's** findings. The Superintendent shall decide the matter within ten (10) days of the meeting and shall notify the parties in writing of the decision. If the Superintendent agrees with the recommendation of the ~~Executive Regional Director~~ **Assistant Superintendent**, the recommendation will be implemented. If the Superintendent rejects the recommendation of the ~~Executive Regional~~ **Assistant Superintendent**, the matter may either be referred to an outside investigator for further review or resolved by the Superintendent.

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within fifteen (15) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

#### Level 4: The Board

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the

appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final, unless appealed within the period provided by law.

#### Level 5: County Superintendent

If the case falls within the jurisdiction of the County Superintendent of Schools, the decision of the Board may be appealed to the County Superintendent by filing a written appeal within thirty (30) days after the final decision of the Board, pursuant to the Rules of School Controversy.

#### Complaints against ~~Executive Regional Directors~~ **Assistant Superintendents**:

##### Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the ~~Executive Regional Director~~ **Assistant Superintendent** involved, with the objective of resolving the matter promptly and informally.

##### Level 2: Superintendent

If the complaint is not resolved at Level 1, the grievant may file a **formal** written grievance stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the Superintendent within thirty (30) calendar days of the alleged violation of his or her rights guaranteed by the State or federal constitutions, State or federal statutes, or Board policy, or from the date the grievant could reasonably become aware of such occurrence **or completion of the informal resolution process.**

If the complaint alleges a violation of Board policy or procedure, the Superintendent shall investigate and attempt to resolve the complaint. The Superintendent shall address the grievance in writing. If either party is not satisfied with the Superintendent's decision, the grievance may be advanced to Level 3 by requesting in writing that the Board review the Superintendent's decision. A written appeal must be submitted to the Board within fifteen (15) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

##### Level 3: The Board

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final, unless appealed within the period

provided by law.

#### Level 4: County Superintendent

If the case falls within the jurisdiction of the County Superintendent of Schools, the decision of the Board may be appealed to the County Superintendent by filing a written appeal within thirty (30) days after the final decision of the Board, pursuant to the Rules of School Controversy.

#### Complaints against the Superintendent:

##### Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the Superintendent, with the objective of resolving the matter promptly and informally.

##### Level 2: The Board

If a complaint against the Superintendent is not resolved at Level 1, the grievant may ask for assistance from the Board Chair in identifying the appropriate manner in which to file a complaint. The grievant may file a **formal** written grievance with the Board stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The written grievance against the Superintendent must be filed within thirty (30) calendar days of the alleged violation of his or her rights guaranteed by the State or federal constitutions, State or federal statutes, or Board policy, or from the date the grievant could reasonably become aware of such occurrence **or completion of the informal resolution process.**

If the complaint alleges a violation of Board policy or procedure, the Board shall place the matter on the agenda for the next regularly scheduled meeting. At that meeting, the Board may appoint an outside investigator and/or attempt to resolve the complaint. If the Board appoints an outside investigator, the Board shall place the matter on the agenda at the next regularly scheduled meeting after the investigation has concluded for consideration. The Board shall make a decision and address the grievance in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final, unless appealed within the period provided by law.

##### Level 3: County Superintendent

If the case falls within the jurisdiction of the County Superintendent of Schools, the decision of the Board may be appealed to the County Superintendent by filing a written appeal within thirty (30) days after the final decision of the Board, pursuant to the Rules of School Controversy.

#### Retaliation

Any individual participating in an investigation or proceeding under this policy shall notify the appropriate building administrator or ~~Executive Regional Director~~ **Assistant Superintendent** if

that person believes that he or she is being retaliating against for participating in the investigation or proceeding. The District prohibits retaliation against individuals making complaints under this policy and participating in any investigation that may ensue. The District may discipline students or staff members determined to have retaliated against any individual for participating in an investigation or proceeding under this policy.

**An individual may obtain a written copy of this policy by requesting one through the Superintendent. This procedure is available on the District's website.**

Cross References: Title IX Grievance Procedure  
Section 504 Grievance Procedure  
**Board Policy 2159**

Legal Reference: Title IX of the Education Amendments of 1972 (Civil Rights Act)  
Title II of the Americans with Disabilities Act of 1990  
§ 504 of the Rehabilitation Act of 1973  
34 C.F.R. Part 106 Nondiscrimination on the Basis of Sex in Education  
**§ 20-3-323, MCA**                      **District policy and record of acts (revised  
by House Bill 504)**

Procedure History:

Adopted on: November 11, 2003

Revised at PN&P committee on: September 26, 2012 and posted for public comment.

Approved on: November 13, 2012

Approved First Reading: September 12, 2023

## INSTRUCTION

### Curriculum Development and Assessment

The Board is responsible for curriculum adoption and must approve all significant changes, including the adoption of new textbooks and new courses, before such changes are made. The Superintendent is responsible for making curriculum recommendations. The curriculum shall be designed to accomplish the learning objectives and goals for excellence contained in the District's educational philosophy, mission statement, objectives, and goals.

### Development and Assessment

A written sequential curriculum shall be developed for each subject area. The curricula shall address the appropriate content standards, grade-level **or grade-band** learning progressions and District education goals, and shall be constructed to include such parts of education as content, skills, and thinking. A curriculum review cycle and time lines for curriculum development and evaluations shall be developed as well.

The staff and administration will suggest materials and resources, to include supplies, books, materials and equipment necessary for development and implementation of the curriculum and assessment that are consistent with the goals of the education program. These materials shall be reviewed at least every five (5) years or in a manner consistent with the state's standards revisions schedule.

In all program areas and at all levels, the District shall assess student progress toward achieving content standards and content-specific grade-level learning progressions including: the content and data; the accomplishment of appropriate skills; the development of critical thinking and reasoning; and attitude. The District will use assessment results to improve the education program, and use effective and appropriate tools for assessing such progress. This may include, but is not limited to: standardized tests; criterion-referenced tests; teacher-made tests; ongoing classroom evaluation; actual communication assessments such as writing, speaking, and listening assessments; samples of student work and/or narrative reports passed from grade to grade; samples of students' creative and/or performance work; and surveys of carry-over skills to other program areas and outside of school.

The building principal shall be responsible for the supervision and implementation of the adopted curriculum. The teaching staff has a significant responsibility in the development of curricula and the primary responsibility for the implementation of curricula.

**The District may receive and/or provide distance remote, or offsite learning programs, as provided in Montana law. These learning programs and/or courses shall meet the learner expectations adopted in the District and shall be aligned with state content standards and content-specific grade-level or grade-band learning progressions. The Superintendent/designee is directed to develop procedures regarding the District's distance, remote, or offsite delivered learning.**

**The District will provide gifted and talented coursework. The District will provide**

**structured support and assistance to teachers in identifying and meeting the diverse student needs of gifted and talented students and a framework for considering a full range of alternatives for addressing student needs.**

Cross Reference: 2000 Goals

Legal Reference:

**§ 20-1-101, MCA** **Definitions (revised by House Bill 214)**

§ 20-3-324, MCA Powers and duties

§ 20-4-402, MCA Duties as district superintendent or county high school principal

**§ 20-7-118, MCA** **Remote Instruction (revised by House Bill 214)**

§ 20-7-602, MCA Textbook selection and adoption

10.55.603, ARM Curriculum Development and Assessment

**§ 20-7-902, MCA** **School district programs to identify and serve the gifted and talented child**

Policy History:

Adopted on: January 14, 2003

Revised at PN&P on: April 25, 2010 Posted for Public Comment

Approved on: June 8, 2010

Revised at PN&P on: August 28, 2013 Posted for Public Comment

Approved on: October 8, 2013

Approved First Reading: September 12, 2023



**INSTRUCTION**

Guidance and Counseling

The District recognizes that guidance and counseling is an important part of the total program of instruction and should be provided in accordance with state laws and regulations, District policies and procedures, and available staff and program support.

The general goal of this program is to help students achieve the greatest personal value from their educational opportunities. Such a program should:

1. Provide staff with meaningful information which can be utilized to improve the educational services offered to individual students.
2. Provide students with planned opportunities to develop future career and educational plans.
3. Refer students, when appropriate, to specialists and agencies.
4. Aid students in identifying options and making choices about their educational program.
5. Assist teachers and administrators in meeting academic, social and emotional needs of students.
6. Provide for a follow-up of students who further their education and/or move into the world of work.
7. Assist students in developing a sense of belonging and self-respect.

All staff shall encourage students to explore and develop their individual interests in career and vocational technical programs and employment opportunities without regard to gender, race, marital status, national origin or handicapping conditions, including reasonable efforts and encouraging students to consider and explore "nontraditional" occupations.

**The District may utilize a career coach for educational and career counseling. A career coach may offer opportunities for internships or apprenticeships within the community and assist students with high school course offerings, career options, occupational training, and postsecondary opportunities associated with the student’s field of interest.**

Legal Reference:

10.55.710, ARM	Assignment of Guidance Staff
10.55.802, ARM	Opportunity and Educational Equity
§ 49-3-203, MCA	Educational, Counseling and Training Programs
<b><u>House Bill 458</u></b>	<b><u>Career Coaches</u></b>

Policy History:

Adopted on: January 14, 2003  
Approved First Reading: September 12, 2023

Parent and Family Engagement

Missoula County Public Schools Board of Trustees recognizes the importance of engaging parents and families in the education of children, including in programs operated with Title I funding. The Superintendent shall undertake activities with respect to engagement for all aspects of its educational program designed to:

**The Board believes that engaging parents/families in the education process is essential to improved academic success for students. The Board recognizes that a student's education is a responsibility shared by the District, parents, families and other members of the community during the entire time a student attends school. The Board believes that the District must create an environment that is conducive to learning and that strong, comprehensive parent/family involvement is an important component. Parent/family involvement in education requires a cooperative effort with roles for the Office of Public Instruction (OPI), the District, parents/families and the community.**

***Parent/Family Involvement Goals and Plan***

**The Board recognizes the importance of eliminating barriers that impede parent/family involvement, thereby facilitating an environment that encourages collaboration with parents, families and other members of the community. Therefore, the District will develop and implement a plan to facilitate parent/family involvement that shall include the following seven (7) goals:**

1. Encourage parents and families to actively participate in the life of their children's school and feel welcomed, valued, and connected to each other, to school staff, and to what students are learning and doing in class;
2. Encourage families and school staff to engage in regular, two-way meaningful communication about student learning;
3. Ensure parents and families feel welcomed, valued, and connected to one another, school staff, and to what students are learning and doing in class; **Encourage families and school staff to continuously collaborate to support student learning and healthy development both at home and at school and have regular opportunities to strengthen their knowledge and skills to do so effectively;**
4. Encourage families and school staff to engage in regular, two-way meaningful communication about student learning; **Empower parents to be advocates for their own and other children, to ensure that students are treated equitably and have access to learning opportunities that will support their success;**
5. Ensure continuous collaboration between families and school staff to support student learning and healthy development both at home and at school and have regular opportunities to strengthen their knowledge and skills to do so effectively; **Encourage**

**families and school staff to be partners in decisions that affect children and families and together inform, influence, and create policies, practices, and programs;**

6. Empower families to be advocates for their own and other children to ensure that students are treated equitably and have access to learning opportunities that will support their success; **Encourage families and school staff to collaborate with members of the community to connect students, families, and staff to expand learning opportunities, community services, and civic participation;**
7. Allow families and school staff to partner in decisions that affect children and families and together inform, influence, and create policies, practices, and programs; and **Encourage families and school staff collaborate with members of the community to connect students, families, and staff to post-secondary education opportunities, including workforce training, apprenticeship opportunities, career pathways, and degree programs, and encourage students to explore college and career planning tools (including Free Application for Federal Student Aid completion) and incentives provided by post-secondary institutions.**

To the extent feasible and appropriate, the District will attempt to coordinate and integrate parent and family engagement strategies with other relevant federal, state, and local laws and programs, including but not limited to Title I programs.

### Title I

In addition, schools operating Schoolwide Title I programs shall undertake the following to engage parents and families:

- Host an annual meeting that accommodates parents' needs to inform parents about Title I requirements and about the right of parents to be involved in the Title I program.
- Involve parents and families in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program and the school-parent compact.
- Provide parents with timely information about the Title I program/services.
- Provide parents with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
- Provide opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.
- Develop, with the assistance of parents and families, and conduct an effective evaluation process regarding the Title I program.

### *School-Parent Compact*

The District will distribute to parents a school-parent compact for each school operating a Schoolwide Title I program. The compact, jointly developed with parents, explains how parents, the entire school staff, and students share the responsibility for improved student academic achievement. It shall describe specific ways the school and families will partner to help children

achieve the State's high academic standards. It will address the following legally required items, as well as other items suggested by parents and members of the Title I team.

- ~~The school's responsibility to provide high quality curriculum and instruction;~~
- ~~The ways parents will be responsible for supporting their children's learning;~~
- ~~The importance of ongoing communication between parents and teachers through, at a minimum, annual parent teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities~~

### *Interactions with Parents and Families*

The District will engage parents and families in meaningful interactions with schools operating Title I Schoolwide programs. It will support flexible opportunities for a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, schools will establish the following practices:

- ~~Provide parents and families with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.~~
- ~~Provide parents and families with materials and training to help them work with their children to improve their children's achievement.~~
- ~~With the assistance of parents, educate staff members about the value of parent and family contributions, and in how to work with parents and families as equal partners.~~
- ~~Coordinate and integrate the Title I parental and family engagement program with other programs, and conducts other activities, such as parent/family resource nights/activities, to encourage and support parents and families in more fully participating in the education of their children.~~
- ~~Distribute information related to school and parent and family programs, meetings, and other activities to parents and families in a format and language that the parents understand.~~

### Accessibility

The District will provides opportunities for the participation of all parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and reports shall be provided in a format and language that parents understand.

### Review

The District shall undertake activities to engage parents and families in the review and revision of this Parent and Family Engagement policy.

**The Board of Trustees, in consultation with parents, teachers, administrators, and students has adopted this District-plan for meeting these parent/family involvement goals is to:**

1. Provide activities that will educate parents/families regarding the intellectual and developmental needs of their children at all age levels. This will include promoting cooperation between the District and other agencies or school/community groups (such as parent-teacher groups, Head Start, etc.) to furnish learning opportunities and disseminate information regarding parenting skills and child/adolescent development.
2. Implement strategies to involve parents/families in the educational process and laws regarding parent/family rights, including:
  - Keeping parents/families informed of opportunities for involvement and encouraging participation in various District programs.
  - Providing access to Board policies, handbooks, Board and committee agendas, District grievance procedure, and contact information for administrators and Trustees on the District website.
  - Providing access to educational resources and the course of study for parents/families to use together with their children.
  - Keeping parents/families informed of the objectives of District educational and activity programs, of their child's participation and progress within these programs, and methods to opt out of educational and instruction programs consistent with parent/family rights.
  - Promoting parents/families and teacher cooperation in homework, attendance, and discipline.
  - Providing information about the nature and purpose of student clubs and groups meeting at the school and right of parents to consent to such participation or withdraw their child from a club or group.
  - Providing an explanation of rights regarding student name and pronoun use consistent with the Family Education Rights and Privacy Act.
3. Enable families to participate in the education of their children through a variety of roles. For example, parents/family members should be given opportunities to provide input into District policies and volunteer time within the classrooms and school programs.
4. Provide professional development opportunities for teachers and staff to enhance their understanding of effective parent/family involvement strategies.
5. Perform regular evaluations of parent/family involvement at each school and at the District level.
6. Provide access, upon request, to any instructional material used as part of the educational curriculum.
7. If practical, provide information in a language understandable to parents.
8. Provide annual notification of educational opportunities of the District.

**Cross References:**

Board Policy 1700  
Board Policy 2120  
Board Policy 2132  
Board Policy 2140  
Board Policy 2161  
Board Policy 2162

Uniform Complaint Procedure  
Curriculum Development and Assessment  
Student and Family Privacy Rights  
Guidance and Counseling  
Special Education  
Section 504 of the Rehabilitation Act of 1973 (“Section 504”)

<u>Board Policy 2168</u>	<u>Distance, Online, and Technology-Delivered Learning</u>
<u>Board Policy 2170</u>	<u>Montana Digital Academy Proficiency</u>
<u>Board Policy 2422</u>	<u>Personalized Learning Opportunities</u>
<u>Board Policy 2423</u>	<u>Entrance, Placement, and Transfer</u>
<u>Board Policy 3110</u>	<u>Compulsory Attendance</u>
<u>Board Policy 3120</u>	<u>Discretionary Nonresident Student Attendance Policy</u>
<u>Board Policy 3141</u>	<u>Part-Time Attendance</u>
<u>Board Policy 3150</u>	<u>Student Records</u>
<u>Board Policy 3600</u>	<u>Family Engagement</u>
<u>Board Policy 4700</u>	

Legal Reference:	<u>20 U.S.C. § 1401 et seq.</u>	<u>Individuals with Disabilities Education Act</u>
	<u>29 U.S.C. § 794</u>	<u>Section 504 of the Rehabilitation Act</u>
	<u>§ 20-3-324, MCA</u>	<u>Powers and Duties</u>
	<u>§ 20-5-101, MCA</u>	<u>Admittance of child to school</u>
	<u>§ 20-5-112, MCA</u>	<u>Participation in extracurricular activities</u>
	<u>§ 20-7-117, MCA</u>	<u>Kindergarten and preschool programs</u>
	<u>§ 20-7-118, MCA</u>	<u>Offsite Provision Of Educational Services</u>
	<u>§ 20-7-411, MCA</u>	<u>Obligation to Establish Special Education Program</u>
	<u>§ 20-7-1601, MCA</u>	<u>Forms of personalized learning</u>
	<u>§ 20-7-1506, MCA</u>	<u>Incentives for creation of advanced opportunity programs</u>
	<u>§ 20-7-1510, MCA</u>	<u>Credit for participating in work-based learning partnerships</u>
	<u>§ 20-9-706, MCA</u>	<u>Running start program</u>
	<u>§ 20-7-1201, MCA et seq.</u>	<u>Montana Digital Academy</u>
	<u>§ 20-5-301, MCA et seq.</u>	<u>Attendance Outside School District</u>
	<u>§ 20-7-301, MCA et seq.</u>	<u>Vocational and Technical Education</u>
	<u>§ 20-3-301, MCA et seq.</u>	<u>Board of Trustees</u>
	<u>§ 40-6-701, MCA</u>	<u>Fundamental Rights of Parents</u>
	<u>10.55.601, ARM et seq.</u>	<u>Accreditation</u>
	<u>House Bill 676</u>	<u>Increase parental involvement in education</u>
	<u>10.55.722, ARM</u>	<u>Family and Community Engagement</u>

Policy History:

First Reading approved by Board on March 13, 2018 and posted for public comment

Adopted on: April 24, 2018

Approved First Reading: September 12, 2023

INSTRUCTION

Proficiency

~~In order to increase the flexibility of the District's resources, the Board authorizes a determination of proficiency in the inclusion of the District's Average Number Belonging counts of students. A proficiency determination could apply to students enrolled in a program providing fewer than the required aggregate hours of pupil instruction required under Montana law if the student has demonstrated proficiency in the content ordinarily covered by the instruction.~~

~~A student's time in a school classroom shall not be considered for determining proficiency. The determination of proficiency shall be made concurrent with the deadline for submission of grades for any course. The Superintendent or designee shall establish procedures to define proficiency and other procedures related to implementing this policy.~~

**In order to increase the flexibility of the District's resources, the Board authorizes the inclusion in the District's Average Number Belonging counts of students who may be enrolled in a program providing fewer than the required aggregate hours of pupil instruction required under Montana law if the student has demonstrated proficiency in the content ordinarily covered by the instruction.**

**For purposes of this policy and the District's ability to seek additional funding under Montana law based upon student's demonstrating proficiency, "proficiency" is defined as mastering content through application in a performance assessment for a course that is equivalent to a passing grade. A student's time in a school classroom shall not be considered for determining proficiency. The determination of proficiency shall be made concurrent with the deadline for submission of grades for any course.**

**The Board of Trustees waives the minimum number of instructional hours for students who demonstrate proficiency in a course area using district assessments that include, but are not limited to, the course or class teacher's determination of proficiency as defined in this policy. This determination shall be based on a review of the student's completed coursework, participation in course delivery, and other methods applicable to the specific course or class. The Board of Trustees authorizes the use of the proficiency determination process for students who have selected this method of delivery, students for whom the District is unable to document satisfaction of the required minimum aggregate number of hours through remote, offsite, or onsite methods outlined in this policy, or other students whom District personnel determine satisfy the definition of proficient or meeting proficiency.**

Legal Reference:       **Article X, Section 1, Montana Constitution**  
                                  § 20-9-311(4)(a)(b)(d), MCA   Calculation of average number belonging  
                                  (ANB) – 3-year averaging  
                                  § 20-3-324, MCA                   Powers and duties

§ 20-7-1602, MCA	Incentives for creation of transformational learning programs
<u>§ 20-7-118, MCA</u>	<u>Remote Instruction (revised by House Bill 214)</u>
<u>§ 20-7-1601, MCA</u>	<u>Transformational Learning –Legislative Intent (revised by Senate Bill 8)</u>

Cross References: Board Policy 2420

Policy History:

Presented to Board for First Reading on April 14, 2020 and posted for public comment

Adopted on: May 12, 2020

Approved First Reading: September 12, 2023



INSTRUCTION

Recognition of ~~Native American~~ ~~American Indian Peoples'~~ Culture and Heritage

~~The Board fully supports Article X of the Montana Constitution and is actively committed to develop for all students an understanding of American and Montana Indian people and their histories, as well as foster respect for their respective cultures.~~

~~Because of the unique position and place in American history, the American Indian peoples' role in the development of the United States, with emphasis on the experience of the Montana Tribes, shall be included wherever appropriate in the instruction of Missoula County Public School students, in accordance with the state Constitution and state standards. Instructions concerning the historic and current roles of Indian people shall be delivered in a respectful, informative, and sensitive manner. When the social studies curriculum and other curricula are updated according to the District's curriculum cycle, the written curriculum shall reflect this policy. Staff development will be provided pertinent to curriculum implementation.~~

~~Students may wear traditional American Indian tribal regalia or objects of cultural significance at public events including but not limited to graduation ceremonies.~~

**The District recognizes the distinct and unique cultural heritage of Native Americans and is committed in the District's educational goals to the preservation of such heritage.**

**In furtherance of the District's educational goals, the District is committed to:**

- **Working cooperatively with Montana Tribes in close proximity to the District, when providing instruction, when implementing educational goals or adopting rules relating to education of students in the District;**
- **Periodically reviewing its curriculum to ensure the inclusion of cultural heritage of Native Americans, which will include but not necessarily be limited to:**
  - **Considering methods by which to provide books and materials reflecting authentic historical and contemporary portrayals of Native Americans;**
  - **Taking into account individual and cultural diversity and differences among students;**
- **Providing necessary training for school personnel, with the objective of gaining an understanding and awareness of Native American culture, which will assist the District's staff in its relations with Native American students and parents.**

**The Board ~~may~~ requires certified staff to satisfy the requirements for instruction in American Indian studies when required by Montana law, set forth in § 20-1-503, MCA**

*NOTE: The District has nondiscriminatory policies in effect, which may be referenced.*

Legal Reference:

Art. X, Sec. 1(2), Montana Constitution  
§ 2-1-315 Tribal Regalia and Objects of Cultural Significance – Allowed at Public Events  
§ 20-1-501, et seq., MCA Recognition of American Indian cultural heritage - legislative intent **Revised by House Bill 338**  
10.55.603 ARM Curriculum Development and Assessment  
~~10.55.701 ARM Board of Trustees~~  
10.55.803 ARM Learner Access  
**10.55.901 ARM Basic Education Program: Elementary**  
**10.55.902 ARM Basic Education Program: Junior High, 7<sup>th</sup> and 8<sup>th</sup> Grade Program, or Middle School**  
**10.55.904 ARM Basic Education Program Offerings: High School**

Policy History:

History of Previous File 2121:

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Revised at C&I Committee, 5/2/00

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Adopted on: January 14, 2003 (Policy re-codified in Series 2000 adoption)

Revisions approved by Board at First Reading on December 10, 2019 - posted for public comment.

Approved with revisions: January 14, 2020

Approved First Reading: September 12, 2023

STUDENTS

Entrance, Placement, and Transfer

Age of Attendance

~~Pursuant to Montana law, residents of the District who satisfy the minimum entry age requirement and are less than 19 years of age on or before September 10 may enroll and attend the District's schools. The Superintendent shall develop procedures for admitting an adult who is 19 years of age or older if there are exceptional circumstances.~~

~~The administration shall include children enrolled pursuant to this policy in the District's calculation of average number belonging (ANB) as reported to OPI to the extent allowed by law.~~

~~Except when enrollment is otherwise required by law, the Board of Trustees has the discretion to give special permission to enroll a student who has not reached the age of five (5) on or before September 10 of the school year where there are exceptional circumstances. The Board of Trustees declares the following to be qualifying "exceptional circumstances" within the meaning of the term as used in 20-5-101(3) MCA and "special permission" within the meaning of that term as used in 20-7-117 MCA, that merit waiving the age provisions of 20-7-117 MCA for qualifying children under 5 years of age:~~

- ~~1. A child at least 3 years of age with a disability qualifying the child for services under the federal individuals with Disabilities Education Act.~~
- ~~2. A child who is 4 years of age or older on or before September 10 of the school year in which enrollment is to occur who:
  - ~~a. meets the income eligibility of 200% or less of the Federal Poverty Guidelines, or~~
  - ~~b. is Limited English Proficient within the meaning of Title III of the federal Elementary and Secondary Education Act, or~~
  - ~~c. is homeless as defined in 42 U.S. Code § 11302, or~~
  - ~~d. has moved into the District and has met the age requirement of another state and were enrolled in either a kindergarten or first grade in that state, or~~
  - ~~e. is identified as Gifted and Talented or in need of an acceleration plan, or~~
  - ~~f. does not meet the requirements of a. through e. but is recommended for enrollment by administration.~~~~

**No pupil may be enrolled in the kindergarten or first grade whose 5<sup>th</sup> birthday does not occur on or before September 10 of the school year in which the child registers to enter school. A parent may request a waiver of the age requirement. All waivers are in the discretion of and subject to the approval of the Superintendent. No pupil may be enrolled in the District if that pupil has reached his or her 19<sup>th</sup> birthday on or before September 10 of the school year in which the child registers to enter school. A student may request a waiver of the age limitation where there are exceptional circumstances, which must be approved by the Board. The trustees may also admit an individual who has graduated from high school but is not yet 19 years of age even though no special circumstances exist for waiver of the age provision or a student who is not yet 19 years of age and experienced educational disruption and was awarded a diploma as a result and seeks access to reasonable curriculum designed to advance postsecondary success.**

**Except when enrollment is otherwise required by law, the Board of Trustees has the**

discretion to give special permission to enroll a student who has not reached the age of five (5) or has reached the age of nineteen (19) on or before September 10 of the school year where there are exceptional circumstances. The Board of Trustees declares the following to be qualifying “exceptional circumstances” within the meaning of the term as used in 20-5-101(3) MCA and “special permission” within the meaning of that term as used in 20-7-117 MCA, that merit waiving the age provisions of 20-7-117 MCA for qualifying children under 5 years of age:

Identify how exceptional circumstances and special permission will be granted for students under age 5]

#### Exceptional circumstances means:

- The student is being admitted into a preschool program established by trustees pursuant to Montana law.
- The student is determined by the trustees to be ready for kindergarten and the child’s parents have requested early entry into the District’s 1-year kindergarten program;
- The student is 19 years of age or older and in the trustee’s determination would benefit from educational programs offered by a school of the District.

The trustees shall assign and admit a student who is enrolled in a nonpublic or home school and who meets the age and residency requirements on a part-time basis at the request of the student’s parents or guardian.

#### Entrance – Identity and Immunization

Students enrolling in the District for the first time must present a birth certificate or other reliable proof of identity and age within 40 days, as well as proof of residence, and immunization from disease as required by Montana. Students who are homeless, in foster care, or are the child of a military family are entitled to immediate enrollment regardless of presentation of the required documentation. If the parent of the student does not provide proof of identification within 40 days, the District shall notify the missing children information program and a local law enforcement authority of the fact that no proof of identity has been presented for the child. Nonresident students shall be admitted when required by law or as permitted by District policy. A student who transfers from one school district to another may photocopy immunization records in the possession of the school of origin. The District shall accept the photocopy as evidence of immunization. Within 30 days after a transferring pupil ceases attendance at the school of origin, the District should have the original immunization records.

When a parent/guardian signs and files with the District, prior to the commencement of attendance each school year, a notarized affidavit on a form prescribed by the State of Montana stating that immunization is contrary to the religious tenets and practices of the parent, immunization of the student seeking to attend in the District will not be required prior to attendance. The statement must be maintained as part of the student's immunization records. The District will also accept medical exemptions as required by law.

#### Placement

**The goal of the District shall be to place students at levels and in settings that will enhance the probability of student success. Developmental testing, together with other relevant criteria, including but not limited to, health, maturity, emotional stability, and developmental disabilities, may be considered in the placement of all students. Final disposition of all placement decisions rests with the Principal, subject to review by the Superintendent.**

### **Children of Relocated Military Families**

**The Board shall assign and admit a child whose parent or guardian is being relocated to Montana under military orders to a school in the district and allow the child to preliminarily enroll in classes and apply for programs offered by the District prior to arrival and establishing residency. The student may attend classes during preliminary enrollment and may receive offsite instruction if not present in the District.**

### **Transfer Students**

**Resident students seeking to transfer to a District school will be admitted and placed pursuant to the terms of this policy. The District will request the student's records from the prior school district prior to making any final decision on placement.**

**Elementary students shall be placed at their current grade level on a probationary basis for a period of two weeks. Should any doubt exist with the teacher and/or Principal as to grade and level placement of the student, the student shall be subject to an educational assessment to determine appropriate grade and level placement.**

**High school students shall be placed according to the number of credits earned in their previous accredited school districts, subject to Montana Accreditation Rules and Standards and local alternate procedures for earning credit.**

### **Entrance, Date and Age**

~~A parent or guardian may request a waiver of the age requirement. The Board must approve any waivers of the age requirement. The District will not assign or admit any child who has reached his/her nineteenth (19<sup>th</sup>) birthday on or prior to September 10<sup>th</sup> of the year in which the child is to enroll. A student may request a waiver of the age limitation, which must be approved by the Board.~~

### **School Entrance**

~~Subject to the requirements for immediate enrollment without documentation of the McKinney-Vento Homeless Assistance Act relating to homeless children and youths, Title I relating to children in foster care, and the Interstate Compact on Educational Opportunity for Military Children relating to children of military families:~~

- ~~1. The District requires that proof of age and residence be provided at the time of enrollment.~~
- ~~2. The District requires that a child's parents, legal guardian, or legal custodian present to the school, within forty (40) days of enrollment, proof of identity of the child. If the parent of the student does not provide proof of identification within 40 days, the District shall notify the missing children information program and a local law enforcement authority of the fact that no proof of identity has been presented for the child.~~
- ~~3. In accordance with the Montana Immunization Law, a student will not be admitted who has not been immunized against disease as required by Montana law. If the student qualifies for~~

~~conditional attendance or an exemption is filed as defined by Montana law, immunization may not be required.~~

### Placement

~~The goal of the District shall be to place students at levels and in settings that will enhance the probability of student success. Developmental testing, together with other relevant criteria, including, but not limited to, health, maturity, emotional stability, and developmental disabilities, may be considered in the placement of all students. Final disposition of all placement decisions rests with the principal, subject to review by the Superintendent and the Board. If a student is assigned to a school in the District outside of the adopted school boundaries applicable to that student, this decision is subject to the District's Uniform Grievance Procedure. Upon completion of these procedures, the Board's decision regarding the assignment is final.~~

### Transfer

~~District policies regulating pupil enrollment from other accredited elementary and secondary schools are designed to protect the educational welfare of the child and of other children enrolled in the District.~~

~~Elementary Grades (K-8): Any student transferring into the District will be admitted and placed on a probationary basis for a period of two (2) weeks.~~

~~Should any doubt exist with teacher and/or principal as to grade and level placement of the student, the student shall be subject to an educational assessment to determine appropriate grade and level placement.~~

~~During the two (2) week probationary period, the student will be subject to observation by the teacher and building principal.~~

~~Secondary Grades (9-12): Credit Transfer: Resident students seeking to transfer to a District school will be admitted and placed pursuant to the terms of this policy. The District will request the student's records from the prior school district prior to making any final decision on placement.~~

~~High school students shall be placed according to the number of credits earned in their previous accredited school districts, subject to Montana Accreditation Rules and Standards and local alternate procedures for earning credit.~~

## Credit Transfer/Assessment for Placement

~~High School—Requests for transfer of credit or grade placement from any non-accredited, nonpublic school will be subject to examination and approval before being accepted by the District. This will be done by the school counselor or principal. In the case of home schools, the principal may convene a credit evaluation committee consisting of a counselor, a staff member from each subject area in which credit is being requested, and a school principal.~~

~~If convened, the credit evaluation committee will take into account the following in its recommendation for awarding credit or grade placement:~~

- ~~1. — documentation that a student has spent approximately the same number of classroom hours in home school as would have been spent in a regular class in the District;~~
- ~~2. — documentation that a student followed a curriculum essentially similar to that of a course for which credit is requested; and~~
- ~~3. — documentation that in the event of a credit request in a lab, industrial arts, or music course, equipment and facilities were sufficient to meet required learning activities of the course.~~

~~The credit evaluation committee may also require that a student has satisfactorily passed, in all courses in which a final exam normally is given, a final exam prepared and administered by a staff member in the District.~~

~~The District will give credit only for home schools that have met all requirements as specified in Montana law. Credit from home schools will be accepted only when a like course is offered in the District. The school transcripts will record courses taken in home schools or non-accredited schools by indicating title of the course, location where the course was taken, and grade. For the purpose of calculation of class rank, only those courses taken in an accredited school will be used.~~

~~Grades 1-8—Requests from parents of students in non-accredited, nonpublic schools for placement in the District school system will be evaluated by the building principal. In the case of home schools, the building principal may convene an assessment for placement team, which may include the principal, teacher in the grade in which the student seeks to enroll, and counselor. The assessment for placement team may require formal and/or informal assessments and/or an end-of-the-year subject matter test to be administered and scored. If convened, the assessment for placement team may consider the following in its recommendation for grade placement:~~

- ~~1. — documentation that the non-accredited, nonpublic school has provided a comparable number of hours as the child would have attended in a public or private school;~~
- ~~2. — documentation that the child followed a similar curriculum as would have been provided in an accredited public or private school; and~~
- ~~3. — the result of any assessment or end-of-the-year test required by the committee to be administered which indicates that the student has mastered most prerequisite skills.~~

~~If a parent is not in agreement with the placement of the child, he/she may request a hearing before the Board.~~

Cross Reference:	Board Policy 1700 Board Policy 3212 Board Policy 3213 Board Policy 3214 <b>Board Policy ????</b> <b><u>Board Policy 3150</u></b>	Uniform Grievance Procedure Education of Homeless Children and Youth Children of Military Families Education of Children in Foster Care <b><u>Credit Transfer/Assessment for Placement</u></b> <b><u>Part-Time Attendance</u></b>
Legal Reference:	<b><u>§ 1-1-215, MCA</u></b> 42 USC § 11431 <i>et seq.</i> 20 U.S.C. § 6311  § 20-1-230, MCA  § 20-5-101, MCA  § 20-5-110, MCA  § 20-5-403, MCA  § 20-5-404, MCA § 20-5-405, MCA § 20-5-406, MCA <b><u>§ 20-5-502, MCA</u></b>  § 20-7-117, MCA § 44-2-511(6)(a), MCA 10.55.601 <i>et seq.</i> , ARM 10.55.701, ARM <b><u>10.55.906, ARM</u></b> <b><u>House Bill 352</u></b>	<b><u>Residence -- rules for determining</u></b> Education for Homeless Children and Youths Title I (as amended by Every Student Succeeds Act) Interstate Compact on Educational Opportunity for Military Children Admittance of child to school <b><u>(revised by House Bill 946)</u></b> School district assessment for placement of a child who enrolls from a non-accredited, non-public school Immunization required – release and acceptance of immunization records Conditional attendance Medical or religious exemption Immunization record <b><u>Enrollment by caretaker relative -- residency -- affidavit</u></b> Kindergarten and preschool programs Definition of proof of identity  Board of Trustees <b><u>High School Credit</u></b> <b><u>Targeted Interventions to Support 3<sup>rd</sup> Grade Reading Proficiency</u></b>

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Approved on November 26, 2019  
Approved First Reading: September 12, 2023

## STUDENTS

### Compulsory Attendance

**To reach the goal of maximum educational benefits for every child requires a regular continuity of instruction, classroom participation, learning experiences, and study. Regular interaction of students with one another in classrooms and their participation in instructional activities under the tutelage of competent teachers are vital to the entire process of education. This established principle of education underlies and gives purpose to the requirement of compulsory schooling in every state in the nation. A student's regular attendance also reflects dependability and is a significant component of a student's permanent record.**

Parents **or legal guardians or legal custodians** are responsible for seeing that their children of age seven (7) or older prior to the first day of school, attend school until the later of the following dates:

1. The child's sixteenth (16th) birthday;
2. ~~The date of completion of the work of the eighth (8<sup>th</sup>) grade.~~ **Date the child completes the eighth (8<sup>th</sup>) grade.**

### **The provisions above do not apply in the following cases:**

- a) **The child has been excused under one of the conditions specified in 20-5-102.**
- b) **The child is absent because of illness, bereavement, or other reason prescribed by the policies of the trustees.**
- c) **The child has been suspended or expelled under the provisions of 20-5-202.**
- d) **The child is excused pursuant to 20-7-120.**
- e) **The child is excused pursuant to 40-6-701(1) or Policy 2159.**

~~Parents shall enroll the student unless the student is:~~

### **Compulsory attendance stated above will not apply when children:**

1. Provided with supervised correspondence or home study;
2. Excused because of a determination by a district judge that attendance is not in the best interests of the child;
3. Enrolled in a nonpublic or home school;
4. Enrolled in a school of another district or state under the tuition provisions of this title;
5. Excused by the Board upon a determination that such attendance by a child who has attained the age of sixteen (16) is not in the best interests of the child and the school.

Missoula County Public Schools will continue tuition-free attendance of resident students not reaching 19 years of age by September 10. Students in MCPS are expected to attend

and be enrolled as full time students. However, with the approval of the building principal and Superintendent or designee, students may be enrolled less than full-time if the student is enrolled for at least one clock hour per day (including passing periods).

Requirements for part-time attendance are described in MCPS Policy 3150. This applies to students currently enrolled in MCPS' schools as well as home school students and private school students. This provision applies to students in grades K-12. Part-time students must participate in the statewide student assessment which any student in the grades designated for assessment is required to take.

Any student who wishes to receive a diploma from a Missoula County Public School high school, must be enrolled as a student during his/her senior year and meet the same credit requirements as other students in MCPS' schools.

Any student who has been expelled from another school district will not be allowed to attend or enroll in MCPS during the term of expulsion from the expelling school district.

Legal Reference:

- § 20-1-308, **MCA Religious instruction released time program**
- § 20-5-101, MCA Admittance of child to school
- § 20-5-102, MCA Compulsory enrollment and excuses
- § 20-5-103, MCA Compulsory attendance and excuses (**revised by Senate Bill 518**)
- § 20-5-104, MCA Attendance officer
- § 20-5-106, MCA Truancy**
- § 20-5-107, MCA Incapacitated and indigent child attendance**
- § 20-5-108, MCA Tribal agreement with district for Indian child compulsory attendance and other agreements
- § 20-5-202, MCA Suspension and Expulsion**
- § 40-6-701, MCA Interference with fundamental parental rights restricted**

**Cross Reference: \_\_\_ Policy 3150, Part-Time Attendance**

Policy History:

Adopted on: December 9, 2003  
Revisions: First Reading on January 13, 2004  
Posted for Public Input through February 19, 2004  
Revisions Adopted on: March 9, 2004  
Revisions Presented to PN&P Committee on March 30, 2005  
Approve First Reading April 12, 2005  
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Presented at PN&P Committee meeting for second reading June 29, 2005  
Adopted on: July 12, 2005  
Minor Revision Presented to PN&P Committee on January 25, 2006  
Adopted on: February 14, 2006  
Minor revision presented to the PN&P Committee on May 31, 2006  
Adopted on: June 13, 2006

First reading of revisions to PN&P Committee on June 27, 2007  
Approve First Reading July 10, 2007  
Posted for Public Input until August 22, 2007  
Second reading of revisions to PN&P Committee on August 29,  
2007 Adopted on: September 11, 2007  
Approved First Reading August 10, 2021  
Adopted on: September 28, 2021  
Approved First Reading: September 12, 2023

**STUDENTS**

## Part-Time Attendance

The District will review requests for part-time enrollment of students for purposes of academic courses on a case-by-case basis, with a building principal making a preliminary decision pursuant to the criteria set forth in this Policy. Denial of part-time enrollment may be appealed pursuant to policy 1700.

**The District shall assign and admit a resident student enrolled in a nonpublic or home school who meets the age requirements established by Montana law. This policy does not restrict or limit the ability of a nonpublic or home school student from participating in extracurricular activities if eligible pursuant to Montana law. The District will also admit a student on a part-time basis as provided in an IEP or Section 504 plan.**

Students new to the District

Criteria for accepting students for part-time enrollment are the following:

1. Accepting a student will not create excess student enrollment in a requested class;
2. Accepting a student will not create need for an additional staff member;
3. Accepting a student will not cause a new section of a course to be created.

The District will accept on a first-come, first-served basis students wishing to enroll in the same course. Whenever the enrollment position of a part-time student is needed for a regular, full-time student during the year, a full-time student has priority for the position beginning with the next semester.

Students currently enrolled in the District

Part-time K-8 enrollment will be defined by the building principal in consultation with the parent/guardian and Superintendent or designee. In grades 9-12, only those students who are on track to meet graduation requirements will be considered for part-time enrollment. The Superintendent or designee will develop procedures regarding other criteria for part-time high school enrollment.

Participation in District Extracurricular Activities by Unenrolled Children

This policy does not restrict or limit the ability of unenrolled children to seek to participate in extracurricular activities in accordance with Policy 3510. The District may secure ANB for unenrolled children participating in identified extracurricular activities in accordance with Policy 3121.

Cross References: Policy 3510 School Sponsored Activities  
Policy 3121 Enrollment and Attendance



## Missoula County Public Schools

### STUDENTS

3235

#### Use of Video Surveillance Cameras

The Board recognizes the need to provide a safe learning environment for students and staff and to protect District property and equipment. Therefore, video surveillance cameras will be used as a security measure in the District.

Video cameras will also be used to ensure that behavior on school property is consistent with the established safety and conduct rules. If unacceptable behavior is recorded, timely and appropriate corrective action will occur. The Superintendent ~~building principals are~~ is responsible for the implementation of safety and security measures at each building and the proper use of video surveillance monitoring systems. ~~The building principal shall coordinate the placement and use of video surveillance systems with the Superintendent.~~ No staff member may use video surveillance in a classroom without permission of the ~~building principal~~ parent.

Signs shall be posted at various locations to inform students, staff and the public that video surveillance cameras are in use. The video surveillance will not include audio recordings unless specific notice is given as required by law.

Cross References:     3600                             Student Records

Legal Reference:     § 40-6-701, MCA     Interference with fundamental rights of parents restricted (revised by House Bill 676)

#### Policy History:

Presented to PN&P Committee on May 28, 2008 for first reading.

Approved First Reading:     June 10, 2008

Posted for Public Comment until July 23, 2008

Posted for Public Comment until July 23, 2008

Presented to PN&P Committee for second reading on July 30, 2008

Adopted on:     August 12, 2008

Approved First Reading:

Student Discipline

The Board grants authority to a teacher or principal to hold a student to strict accountability for disorderly conduct in school, on the way to or from school, or during intermission or recess.

Disciplinary action may be taken against any student guilty of gross disobedience or misconduct, including, but not limited to instances set forth below:

- Using, possessing, distributing, purchasing, or selling tobacco product, vapor product or alternative nicotine products, **or marijuana products** (tobacco includes, but is not limited to, cigarettes, cigars, snuff, smoking tobacco, smokeless tobacco or any other tobacco or nicotine innovation) **(marijuana products include but are not limited to edible products, ointments, tinctures, marijuana derivatives, marijuana concentrates, and marijuana intended for use by smoking or vaping)**;
- Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who may be under the influence of alcohol will not be permitted to attend school functions and will be treated as though they had alcohol in their possession.
- Using, possessing, distributing, purchasing, or selling illegal drugs or controlled substances, including medical marijuana, look-alike drugs, and drug paraphernalia. Students who may be under the influence of such substances will not be permitted to attend school functions and will be treated as though they had drugs in their possession.
- Using, possessing, controlling, or transferring a weapon or firearm in violation of MCA § 45-8-361 or the Gun Free Schools Act.
- Using, possessing, controlling, or transferring any other object that reasonably could be considered or used as a weapon, including look-alike weapons or any object, device or instrument possessed with the purpose to commit a criminal offense or inflict injury.
- Disobeying directives from staff members or school officials or disobeying rules and regulations governing student conduct.
- Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable conduct toward anyone or urging other students to engage in such conduct , **including gang or gang activity, except when physical force is determined to be reasonable and necessary and used as self-defense or the defense of another person after an investigation into such conduct.**
- Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's property.
- Engaging in any activity that constitutes an interference with school purposes or an educational function or any other disruptive activity.
- Unexcused absenteeism. Truancy statutes and Board policy will be utilized for chronic and habitual truants.
- Hazing or bullying.
- Forging any signature or making any false entry or attempting to authorize any document used or intended to be used in connection with the operation of a school.
- **Gambling for money.**

These grounds stated above for disciplinary action apply whenever a student's conduct is reasonably related to school or school activities, including, but not limited to the circumstances set forth below:



- On, or **within sight of** ~~near~~, school grounds before, during, or after school hours or at any other time when school is being used by a school group.
- Off school grounds at a school-sponsored activity or event or any activity or event that bears a reasonable relationship to school.
- Travel to and from school or a school activity, function, or event.
- Anywhere conduct may reasonably be considered to be a threat or an attempted intimidation of a staff member or an interference with school purposes or an educational function.

### Disciplinary Measures

Disciplinary measures include, but are not limited to:

- Expulsion
- Suspension
- Detention, including Saturdays
- Clean-up duty
- Loss of student privileges
- Loss of bus privileges
- Notification to juvenile authorities and/or police
- Restitution for damages to school property

No District employee or person engaged by the District may inflict or cause to be inflicted corporal punishment on a student. Corporal punishment does not include reasonable force. District personnel are permitted to use as needed to maintain safety for other students, school personnel, or other persons or for the purpose of self-defense.

### Possession of a Weapon on School Grounds

The District will refer to law enforcement for immediate prosecution any person who possesses, carries, or stores a weapon on school grounds, except as provided below, and the District may take disciplinary action as well in the case of a student. In addition, the District will refer for possible prosecution a parent or guardian of any minor violating this policy on grounds of allowing a minor to possess, carry, or store a weapon on school grounds.

“School building” means all buildings owned or leased by Missoula County Public Schools (MCPS) that are used for instruction or for student activities; “weapon” as used in this section means any type of firearm, a knife with a blade 4 or more inches in length, a sword, a straight razor, a throwing star, nun-chucks, brass or other metal knuckles, or any other article or instrument possessed with the purpose to commit a criminal offense.

The Board may grant persons and entities advance permission to possess, carry, or store a weapon in a school building. All persons who wish to possess, carry, or store a weapon in a school building must request permission of the Board at a regular meeting. The Board has sole discretion in deciding whether to allow a person to possess, carry, or store a weapon in a school building.

This policy does not apply to law enforcement personnel.

### Gun-Free Schools

The Board shall expel any student who uses, possesses, controls, or transfers a firearm for a definite period of time of one (1) calendar year. The Board **authorizes the Superintendent,**

upon written notification to the Board Chair, may to modify **the discipline** an expulsion period on a case-by-case basis. A building administrator will notify the criminal justice or juvenile delinquency system of any student who brings a firearm to school. **The administrator may immediately suspend a student if, prior to a hearing, there is cause to believe the student brought a firearm to school or possessed a firearm at school. The student may not be expelled unless the trustees find that the student knowingly brought a firearm to school or possessed a firearm at school. A building administrator will notify the criminal justice or juvenile delinquency system of any student who brings a firearm to school.**

The Board will grant a hearing for any student subject to an expulsion in accordance with § 20-5-202, MCA, and Policy 3300.

Delegation of Authority

~~The Board grants authority to any teacher and to any other school personnel to impose on students under their charge any disciplinary measure, other than suspension or expulsion, corporal punishment or in-school suspension, that is appropriate and in accordance with policies and rules on student discipline. The Board authorizes teachers to remove students from classrooms for disruptive behavior.~~

Cross Reference:	3300 4332 5224	Suspension/Expulsion Conduct on School Property Personal Conduct
Legal Reference:	§ 16-11-302, MCA § 20-1-220, MCA  § 20-4-302, MCA  <b><u>§ 20-5-201, MCA</u></b>  § 20-5-202, MCA <b><u>§ 20-5-209, MCA</u></b>  § 45-8-361, MCA  <b><u>§ 45-8-317, MCA</u></b> <b><u>§§ 50-46-301 et seq., MCA</u></b> <b><u>20 USC §§ 7101 et seq.</u></b>  § 50-46-320, MCA 20 U.S.C. § 7961 29 U.S.C. § 701 § 1-1-204, <b><u>House Bill 361</u></b>	Definitions Use of tobacco products in public school building or on public school property prohibited ( <b><u>revised by House Bill 128</u></b> ) Discipline and punishment of pupils – definition of corporal punishment – penalty – defense <b><u>Duties and sanctions (revised by House Bill 450)</u></b> Suspension and expulsion <b><u>Bullying of student prohibited-self defense authorized (revised by House Bill 450)</u></b> Possession or allowing possession of weapon in school building – exceptions – penalties – seizure and forfeiture or return authorized – definitions <b><u>Exceptions</u></b> <b><u>Montana Marijuana Act</u></b> <b><u>Safe and Drug-Free Schools &amp; Communities Act</u></b> Montana Medical Marijuana Act Gun-Free Schools Act Rehabilitation Act of 1973 MCATerms denoting state of mind <b><u>Certain District Policies Prohibited</u></b>

Policy History:

Adopted with revisions on: December 13, 2005

Revised at PN&P on June 30, 2010 and posted for public comment

Approved on: August 10, 2010

Revised at PN&P Committee on September 28, 2011 and posted for public comment.

Approved on: November 8, 2011

Revised at PN&P Committee on February 29, 2012 and posted for public comment.

Approved on: April 10, 2012

Annual Review-approved with no changes: August 13, 2013

Annual Review-approved with no changes: June 9, 2015

Revised for First Reading by Board on October 23, 2018, and posted for public comment.

Approved on: December 11, 2018

First Reading of Revision on October 22, 2019 and posted for public comment.

Approved on November 26, 2019

Approved First Reading: September 12, 2023

## Missoula County Public Schools

### STUDENTS

3600  
Page 1 of 4

#### Maintenance of Student Records-Student Records

School student records are confidential, and information from them will not be released other than as provided by law. State and federal laws grant students and parents certain rights, including the right to inspect, copy, and challenge school records.

##### *Content of Records and Maintenance*

The District maintains 2 sets of school records for each student: a permanent record and a cumulative record.

The permanent record will include:

- Basic identifying information
- Academic work completed (transcripts)
- Level of achievement (grades, standardized achievement tests)
- Immunization records
- Attendance record
- Statewide student identifier assigned by the Office of Public Instruction

The cumulative record may include, but is not limited to:

- Intelligence and aptitude scores
- Psychological reports
- Participation in extracurricular activities
- Honors and awards
- Teacher anecdotal records
- Verified reports or information from non-educational persons
- Verified information of clear relevance to the student's education
- Information pertaining to release of this record
- Disciplinary action taken against the student, which is educationally related

Information in the permanent record will indicate authorship and date and will be maintained in a secure location in perpetuity for every student who enrolled in the District. Cumulative records will be maintained for eight (8) years after the student graduates or permanently leaves the District. Cumulative records which may be of continued assistance to a student with disabilities, who graduates or permanently withdraws from the District, may, after five (5) years, be transferred to the parents or to the student if the student has succeeded to the rights of the parents. Student disciplinary records shall be maintained for all disciplinary actions that are educationally related and shall include an explanation regarding such action. Minutes relating to a student disciplinary action that is educationally related that is taken by the Board, including minutes during closed sessions, shall be included in that student's disciplinary record. Student disciplinary records shall be maintained in the same manner as cumulative records.

The building principal will be responsible for maintenance, retention, or destruction of a student's permanent or cumulative records, in accordance with 20-1-212, MCA and District procedure established by the Superintendent.

*Access to Student Records*

The District will not release, disclose, or grant access to information found in any student record except under the conditions set forth in this document. The parents of a student under 18 years of age will be entitled to inspect and copy information in the child's school records. Such requests will be made in writing and directed to the Principal. Access to the records will be granted as provided by law. Where the parents are divorced or separated, both will be permitted to inspect and copy the student's school records, unless a court order indicates otherwise. When the student reaches 18 years of age, graduates from high school, marries, or enters military service, all rights and privileges accorded to the parent become exclusively those of the student, except as provided below.

Access will not be granted to the parent or the student to confidential letters and recommendations concerning admission to a post-secondary educational institution, applications for employment, or receipt of an honor or award, if the student has waived his or her right of access after being advised of his or her right to obtain the names of all persons making such confidential letters or statements.

Other individuals or entities may access student records as follows:

- ~~The District may grant access to or release information from student records to employees or officials of the District, including contractors or consultants to whom the District has outsourced institutional services or functions, provided a current, legitimate educational interest is shown, without parental consent or notification. Access in such cases will be limited to the satisfaction of that need.~~
- ~~The District may grant access to or release information from student records without parental consent or notification where it is necessary in connection with the audit, evaluation, compliance, or enforcement of federal legal requirements to state and local educational authorities, entities or individuals designated by a state or local educational authority, or an agency headed by the Secretary of the United States Department of Education, the Attorney General of the United States, or Comptroller General of the United States.~~
- ~~The District may grant access to or release information from student records without parental consent or notification to any person, for the purpose of research, statistical reporting, or planning, provided that no student or parent can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records.~~
- ~~The District will grant access to or release information from a student's records pursuant to a court order in an action where a parent is not a party without parental consent, provided that the parent will be given prompt written notice of the order, its terms, the nature and substance of the information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or consent of the student's parent. When a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, parental consent or notification is not required to release information from a student's record upon receipt of an order requiring disclosure in such case.~~
- ~~The District may grant access to or release information from any student record, without parental consent or notification, to a caseworker or other representative of a child welfare agency when that agency is legally responsible for the care and protection of the student. The caseworker or other child welfare agency representative shall present documentation evidencing legal responsibility for a student.~~
- ~~The District will grant access to or release information from any student record, as specifically required by federal or state statute. The parent will be given prompt written notice of its intended~~

- action, the nature and substance of the information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents.
- ~~The District will grant access to or release information from student records to any person possessing a written, dated consent, signed by the parent or eligible student, with particularity as to whom the records may be released, the information or record to be released, and reason for the release. One copy of the consent form will be kept in the records, and one copy will be mailed to the parent or eligible student. The parent will be given prompt written notice of its intended action, the nature and substance of the information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents.~~
  - ~~The District may release student records to the superintendent or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official. The parent will be given prompt written notice of its intended action, the nature and substance of the information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents.~~
  - ~~The District may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The Superintendent or Principal will make this decision, taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. The District will notify the parents or eligible student, as soon as possible, of the information released, date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.~~
  - ~~The District may disclose, without parental consent, student records or information to the youth court and law enforcement authorities or a child interdisciplinary team or school safety team involved in the proceedings, pertaining to that student's violations of the Montana Youth Court Act or criminal laws by the student prior to the adjudication of that student.~~
  - ~~The District may release student records or information, without parental consent or notification, to the U.S. Secretary of Agriculture or authorized Food and Nutrition Service representative, including contractors, for the purposes of monitoring, evaluations, and performance measurements with regard to funding received for federal school lunch programs. The authorized representative or contract is not permitted to disclose personal identification of students and their parents aside from reporting results in an aggregate form. Any personally identifiable data will be destroyed once it is no longer necessary for program monitoring, evaluations, and performance measurements.~~

The District charges a nominal fee for copying information in the student's records. No parent or student will be precluded from copying information because of financial hardship. A record of all releases of information from student records will be kept and maintained as part of such records. This record will be maintained for the life of the student record and will be accessible only to the parent or eligible student, records custodian, or other person.

### *Directory Information*

The District may release certain directory information regarding students, except that parents may prohibit such a release. Directory information will be limited to:

- Student's name
- Address
- Telephone listing

- Electronic mail address
- Photograph
- Date of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Honors and awards received

The notification to parents and students concerning school records will inform them of their right to object to the release of directory information.

*Military Recruiters/Colleges*

Pursuant to federal law, the District is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request. The notification to parents and students concerning school records will inform them of their right to object to the release of this information.

*Student Record Challenges*

Parents and eligible students may challenge the accuracy, relevancy, or propriety of the records, except (1) grades, and (2) references to expulsions or out-of-school suspensions, pursuant to the procedures developed by the Superintendent or designee for challenging records.

**School student records are confidential, and information from them will not be released other than as provided by law. State and federal laws grant students and parents certain rights, including the right to inspect, copy, and challenge school records.**

**The District will ensure information contained in student records is current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services will be directly related to the provision of services to that child. The District may release directory information as permitted by law, but parents will have the right to object to release of information regarding their child.**

**The Superintendent will implement this policy and state and federal law with administrative procedures. The Superintendent or designee will inform staff members of this policy and inform students and their parents of it, as well as of their rights regarding student school records.**

**Each student's permanent file, as defined by the board of public education, must be permanently kept in a secure location. Other student records must be maintained and destroyed as provided in 20-1-212, MCA.**

Legal References:	20 U.S.C. § 1232g § 20-1-212, MCA § 20-5-201, MCA § 40-4-225, MCA § 41-5-215, MCA <b><u>§ 40-6-701, MCA</u></b>	Family Educational Rights and Privacy Act, Destruction of Records by School Officer Duties and sanctions Access to records by parent Youth Court and Department Records <b><u>Interference with fundamental parental rights restricted (revised by House Bill 676)</u></b>
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**§ 52-2-211, MCA     County or regional interdisciplinary child information and school safety team (revised by Senate Bill 213)**

10.55.909, ARM     Student Records  
~~10.55.910, ARM     Student Discipline Records~~  
~~10.16.3569, ARM     Special Education Records~~  
~~20 USC 6301     No Child Left Behind Act~~

**Policy History:**

Presented to PNP on: August 26, 2009

Revision adopted on: October 13, 2009

Revised at PN&P Committee on February 29, 2012 and posted for public comment.

Approved on: April 10, 2012

Revised at PN&P Committee on March 27, 2013 and posted for public comment.

Approved on: May 14, 2013

Revised at PN&P Committee on June 26, 2013 and posted for public comment.

Revised at PN&P Committee on August 28, 2013 and posted for public comment.

Approved on: October 8, 2013

Revised at PN&P Committee on: June 25, 2014 and posted for public comment.

Approved on: September 9, 2014

Approved First Reading: September 12, 2023



**Missoula County Public Schools**

**COMMUNITY RELATIONS**

4520

Cooperative Programs with Other Districts and Public Agencies

Whenever it appears to the economic, administrative, and/or educational advantage of the District to participate in cooperative programs with other units of local government, the Superintendent will prepare and present for Board consideration an analysis of each cooperative proposal.

When formal cooperative agreements are developed, such agreements shall comply with requirements of the Interlocal Cooperation Act, with assurances that all parties to the agreement have legal authority to engage in the activities contemplated by the agreement.

The District may enter into interlocal agreements with a unit of the Montana University System, public community college, and/or tribal college, which would allow students enrolled in the 11<sup>th</sup> and 12<sup>th</sup> grades to attend and earn credit for classes not available in the District. Tuition and fees, if assessed, will be provided for in the interlocal agreement.

The District may enter into an interlocal agreement providing for the sharing of teachers, specialists, superintendents, or other professional persons licensed under Title 37, MCA. If the District shares a teacher or specialist with another district(s), the District’s share of such teacher’s or specialist’s compensation will be based on the total number of instructional hours expended by the teacher or the specialist in the District.

**The District may enter a multidistrict agreement with one or more districts for a district to provide culturally rooted instruction aligned to a learning environment for English language learners or an Indian language immersion program to pupils of a district participating in the multidistrict agreement.**

Legal Reference:	§ 7-11-101, et seq., MCA <b><u>§ 20-3-363, MCA</u></b>	Interlocal Cooperation Act <b><u>Multidistrict agreements – fund transfers (revised by House Bill 214)</u></b>
	§ 20-3-363	Multidistrict agreements
	§ 20-7-451 through 456, MCA	Authorization to create full service education cooperatives
	§ 20-7-801, et seq., MCA	Public recreation

Policy History:

Adopted on: August 10, 2004

Revised at PNP on October 26, 2011 and posted for public comment.

Approved on: December 13, 2011  
Approved First Reading: September 12, 2023

MISSOULA COUNTY PUBLIC SCHOOLS  
GENERAL FUNDS EXPENSES BY OBJECT CODE  
FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023

**AGENDA ITEM: 8.A.i.**  
**DATE: 10.24.202**

		Elementary Adjusted Budget	Elementary YTD Expenditures	Secondary Adjusted Budget	Secondary YTD Expenditures
Administrator Salaries	111	\$ 2,253,329	\$ 2,287,317	\$ 1,805,617	\$ 1,809,368
Certified Salaries	112	20,317,027	19,915,693	17,129,597	17,151,926
Other Certified Salaries/Specialists Salaries	113	3,270,878	3,347,900	872,910	875,622
Custodial/Trades and Crafts Salaries	114	1,927,430	1,926,673	1,564,947	1,570,405
Clerical/Secretarial Salaries	115	1,537,911	1,607,011	1,386,583	1,388,946
Athl-Trnrs/Equip Mgrs Salaries	116	-	-	123,259	123,251
Para educator Salaries	117	2,341,077	2,124,810	685,522	671,546
Supervisor Salaries	118	107,713	117,923	127,549	133,556
Substitute Salaries	120	567,026	540,893	428,733	399,477
Homebound	122	25,000	44,930	96,000	29,122
Service work Temporary	126	4,277	3,332	3,527	1,912
Work Students Salaries	127	430	-	-	-
Tech Support Temporary Salaries	129	700	2,777	-	-
Overtime Salaries	130	10,735	140,902	202,975	200,104
Professional extra Salaries	132	61,270	62,062	8,491	12,179
Stipend Salaries	150	4,600	14,777	7,500	18,094
Excess sick leave	160	61,800	96,503	49,029	92,406
Vacation Term Pay	170	60,825	135,858	45,700	46,531
Sick Term pay	180	412,891	431,082	346,411	300,909
<b>Salaries</b>		<b>\$ 32,964,919</b>	<b>\$ 32,800,444</b>	<b>\$ 24,884,349</b>	<b>\$ 24,825,354</b>
<b>Total Benefits</b>		<b>\$ 4,862,195</b>	<b>\$ 4,579,351</b>	<b>\$ 3,267,546</b>	<b>\$ 3,207,803</b>
<b>Total Salaries and Benefits</b>		<b>\$ 37,827,114</b>	<b>\$ 37,379,795</b>	<b>\$ 28,151,896</b>	<b>\$ 28,033,158</b>
Contracted Services		\$ 1,063,497	\$ 1,251,866	\$ 782,337	\$ 788,810
Utilities		1,095,037	1,373,252	1,219,336	1,300,470
Repair & Maint Service		44,381	50,667	137,530	140,471
Field Trips/Student Travel Costs		16,250	50,060	705,342	712,814
Insurance Prop Liab	520	552,893	584,594	419,587	396,729
Telephone/Postage/Advertising		126,796	101,293	102,586	108,944
In-service Travel		58,757	43,664	108,350	153,208
Supplies/Equipment/Software		1,268,397	1,191,831	997,033	962,469
<b>Dues/Fees/Principle/Interest &amp; unallocated</b>		<b>97,899</b>	<b>91,899</b>	<b>119,452</b>	<b>110,575</b>
Operating Transfer to other fund		-	-	666,672	666,672
		<b>\$ 4,323,907</b>	<b>\$ 4,739,126</b>	<b>\$ 5,258,224</b>	<b>\$ 5,341,162</b>
<b>Grand Total General Fund Expenditures</b>		<b>\$ 42,151,021</b>	<b>\$ 42,118,920</b>	<b>\$ 33,410,120</b>	<b>\$ 33,374,319</b>

MISSOULA COUNTY PUBLIC SCHOOLS  
GENERAL FUNDS EXPENSES  
FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023

	Elementary				Secondary			
	Budget	Year to Date	Percent of Total Exp	Percent of Budget	Budget	Year to Date	Percent of Total Exp	Percent of Budget
Salaries*	\$ 32,429,403	\$ 32,137,001	76%	99%	\$ 24,443,209	\$ 24,385,508	73%	100%
Excess sick leave	160 61,800	96,503	0%	156%	49,029	92,406	0%	188%
Vacation Term Pay	170 60,825	135,858	0%	223%	45,700	46,531	0%	102%
Sick/Term pay	180 412,891	431,082	1%	104%	346,411	300,909	1%	87%
Wk Comp/Health/Life/Disability Ins	4,862,195	4,579,351	11%	94%	3,267,546	3,207,803	10%	98%
<b>Total Salaries and Benefits</b>	<b>\$ 37,827,114</b>	<b>\$ 37,379,795</b>			<b>\$ 28,151,896</b>	<b>\$ 28,033,158</b>		
Contracted Services	\$ 1,063,497	\$ 1,251,866	3%	118%	\$ 782,337	\$ 788,810	2%	101%
Utilities	1,095,037	1,373,252	3%	125%	1,219,336	1,300,470	4%	107%
Repair & Maint Service	44,381	50,667	0%	114%	137,530	140,471	0%	102%
Field Trips/Student Travel Costs	16,250	50,060	0%	308%	705,342	712,814	2%	101%
Insurance Prop Liab	520 552,893	584,594	1%	106%	419,587	396,729	1%	95%
Telephone/Postage/Advertising	126,796	101,293	0%	80%	102,586	108,944	0%	106%
In-service Travel	58,757	43,664	0%	74%	108,350	153,208	0%	141%
Supplies/Equipment/Software	1,268,397	1,191,831	3%	94%	997,033	962,469	3%	97%
<b>Dues/Fees/Principle/Interest &amp; unallocated</b>	<b>97,899</b>	<b>91,899</b>	<b>0%</b>	<b>94%</b>	<b>119,452</b>	<b>110,575</b>	<b>0%</b>	<b>93%</b>
Operating Transfer to other fund	-	-	0%		666,672	666,672	2%	100%
<b>Grand Total General Fund Expenditures</b>	<b>\$ 42,151,021</b>	<b>\$ 42,118,920</b>			<b>\$ 33,410,120</b>	<b>\$ 33,374,319</b>		

\* Excludes Excess Sick leave and Termination Pay

MCPS - Elementary					
Tech Fund (128)					
Fiscal Year-to-date through June 30, 2023					
					Budget
			Actual FY23		Balance
		Budget	YTD THRU	Encumbered	as of
	FUNC	FY23	6/30/2023	Purchase Orders	6/30/2023
<b>REVENUES</b>					
Levy		\$ 850,000	\$ 844,893		\$ 5,107
Dist Invest Earnings	1510		9,502		(9,502)
State Timber Tech	3281	32,858	32,858		-
State Block Grant	3445				-
Misc Revenue	1900		5,797		(5,797)
Fund Balance Reappropriated	0970	226,779	226,779		0
<b>TOTAL REVENUE</b>		\$ 1,109,637	\$ 1,119,829	\$ -	\$ (10,192)
<b>EXPENSES</b>					
	<b>OBJ</b>				
Salaries	1XX	\$ 60,200	\$ 59,753		\$ 447
Benefits	2XX	10,650	10,110		540
Prof Service	3XX	32,723	16,713	2,000	14,010
Repair Service	4XX	2,500	2,192	-	308
Bandwidth	539	15,000	8,701	-	6,299
Prof Development/Travel	58X	11,950	8,428	-	3,522
Supplies	619	37,453	6,982	690	29,781
Minor Equipment	669	583,508	111,843	66,287	405,378
Software	689	315,653	239,295	33,444	42,914
Major Equip	7XX	40,000	39,812	4,793	(4,605)
Other	8XX				-
<b>TOTAL EXPENSES</b>		\$ 1,109,637	\$ 503,829	\$ 107,215	\$ 498,593

MCPS - Secondary					
Tech Fund (228)					
Fiscal Year-to-date through June 30, 2023					
					Budget
			Actual FY23		Balance
		Budget	YTD THRU	Encumbered	as of
	FUNC	FY23	6/30/2023	Purchase Orders	6/30/2023
<b>REVENUES</b>					
Levy		\$ 750,000	\$ 748,103		\$ 1,897
Dist Invest Earnings	1510		20,923		(20,923)
Technology	3281	26,188	26,188		-
State Block Grant	3445				-
Misc Revenue	1900		3,865		(3,865)
Fund Balance Reappropriated	0970	866,586	866,586		0
<b>TOTAL REVENUE</b>		\$ 1,642,774	\$ 1,665,665	\$ -	\$ (22,891)
<b>EXPENSES</b>					
	<b>OBJ</b>				
Salaries	1XX	\$ 101,363	\$ 98,442	\$ -	\$ 2,921
Benefits	2XX	15,262	15,900	-	(638)
Prof Service	3XX	20,500	15,976	1,334	3,191
Repair Service	4XX	570	2,074	-	(1,504)
Bandwidth	53X	30,000	18,865	-	11,135
Prof Development/Travel	58X	3,500	4,801	-	(1,301)
Supplies	619	70,000	7,196	74	62,731
Minor Equipment	669	1,076,714	138,016	56,938	881,761
Software	689	250,000	181,333	22,296	46,371
Major Equip/Improvements	7XX	75,000	72,142	3,195	(337)
Other	8XX				-
<b>TOTAL EXPENSES</b>		\$ 1,642,909	\$ 554,744	\$ 83,836	\$ 1,004,329

<b>MCPS - ELEMENTARY</b>				
<b>Transportation Fund Expenditures</b>				
<b>Fiscal Year-to-Date through June 30, 2023</b>				
				<b>Budget</b>
		<b>FY23</b>	<b>Through</b>	<b>Balance</b>
	<b>FUNC</b>	<b>Budget*</b>	<b>6/30/2023</b>	<b>6/30/2023</b>
<b>REVENUES</b>				
Levy	111X	\$ 4,580,480	\$ 4,548,617	\$ 31,863
Dist Invest Earnings	1510		8,777	\$ (8,777)
County On-Schedule Trans. Reimbursement	2220	225,000	219,660	\$ 5,340
State On-Schedule Trans. Reimb.	3210	225,000	219,660	\$ 5,340
Fund Balance Reappropriated	0970			\$ -
<b>TOTAL REVENUE</b>		<b>\$ 5,030,480</b>	<b>\$ 4,996,714</b>	<b>\$ 33,765</b>
			99%	
<b>EXPENSES</b>				
	<b>OBJ</b>			
Salaries	1XX	\$ 153,105	\$ 157,742	(4,637)
Benefits	2XX	13,300	12,861	439
Prof Service	3XX			-
Repair Service	4XX			-
Transportation	5XX	5,179,075	5,146,463	32,612
Supplies	610			-
Minor Equipment	669			-
Software	689	5,000	-	5,000
Major Equip	7XX			-
COVID Relief Funds Anticipated Expenses				-
<b>TOTAL EXPENSES</b>		<b>\$ 5,350,480</b>	<b>\$ 5,317,066</b>	<b>\$ 33,414</b>
			99%	
* Expense budget includes the approved budget amendment of \$320,000.				

<b>MCPS - HIGH SCHOOL</b>				
<b>Transportation Fund Expenditures</b>				
<b>Fiscal Year-to-Date through June 30, 2023</b>				
				<b>Budget</b>
		<b>FY23</b>	<b>Through</b>	<b>Balance</b>
	<b>FUNC</b>	<b>Budget</b>	<b>6/30/2023</b>	<b>6/30/2023</b>
<b>REVENUES</b>				
Levy	111X	\$ 2,143,843	\$ 2,137,442	\$ 6,401
Dist Invest Earnings	1510	-	11,052	\$ (11,052)
County On-Schedule Trans. Reimbursement	2220	235,000	235,000	\$ 0
State On-Schedule Trans. Reimb.	3210	235,000	235,000	\$ -
Fund Balance Reappropriated	0970	75,730	75,730.00	\$ (0)
<b>TOTAL REVENUE</b>		<b>\$ 2,689,573</b>	<b>\$ 2,694,224</b>	<b>\$ (4,651)</b>
			100%	
<b>EXPENSES</b>				
	<b>OBJ</b>			
Salaries	1XX	\$ 108,088	\$ 108,443	(355)
Benefits	2XX	8,250	8,163	87
Prof Service	3XX	-		-
Repair Service	4XX	-		-
Transportation	5XX	2,563,235	2,354,965	208,270
Supplies	610	-		-
Minor Equipment	669	-		-
Software	689	10,000	10,073	(73)
Major Equip	7XX	-		-
COVID Relief Funds Anticipated Expenses		-		-
<b>TOTAL EXPENSES</b>		<b>\$ 2,689,573</b>	<b>\$ 2,481,644</b>	<b>\$ 207,929</b>
			92%	



**MCPS General Fund  
Budget Projections - 3% Inflationary Increase  
FY25**

	<b>ELEMENTARY</b>	<b>HIGH SCHOOL</b>
Highest Budget Without Vote	\$ 43,841,473	\$ 35,770,672
Over Base Levy	\$ 166,626.71	\$ 303,848.92
<b>Proposed Adopted Budget</b>	<b>\$ 44,008,099</b>	<b>\$ 36,074,521</b>
Prior Year Adopted Budget	\$ 43,181,480	\$ 34,591,338
Estimated Increase to General Fund	\$ 826,619	\$ 1,483,183
Add:		
Certified & Classified Retiree Savings	\$ 260,000	\$ 260,000
<b>Subtotal-Available to Balance</b>	<b>\$ 1,086,619</b>	<b>\$ 1,743,183</b>
<u>Estimated Salary &amp; Benefit Obligations to Build into the Budget:</u>		
Additional Classroom Staff	\$ -	\$ -
Certified Step (1.0%)	\$ (900,650)	\$ (612,736)
Certified Lane Movement	\$ (230,000)	\$ (135,000)
MMCEO Step/Longevity (\$.50)	\$ (200,133)	\$ (141,304)
Exempt	1.00% \$ (3,549)	\$ (2,366)
Professional Specialists	1.00% \$ (818)	\$ (545)
Administrative	1.00% \$ (39,443)	\$ (31,018)
Trades & Crafts	1.00% \$ (8,346)	\$ (3,750)
Noon Duty	1.00% \$ (15,756)	\$ -
<b>Subtotal</b>	<b>\$ (312,075)</b>	<b>\$ 816,464</b>
<u>Anticipated Obligations:</u>		
Liability insurance-Estimated 15% increase	\$ (92,800)	\$ (76,800)
SRO/CRO/SSO	\$ (3,152)	\$ (4,728)
ESSER funds-Used as expense offset in FY24	\$ (355,769)	\$ (1,130,321)
<b>Anticipated Budget Balance before     Other Adds/Reductions</b>	<b>\$ (763,797)</b>	<b>\$ (395,385)</b>
<u>Reductions, Savings and Offsets</u>		
<b>Anticipated Budget Balance</b>	<b>\$ (763,797)</b>	<b>\$ (395,385)</b>

# FY24 Election and FY25 Budget Calendar

## Deadlines and Notable Dates

### Election Dates:

- December 14-March 28-Trustee candidates file for election
- February 27-Trustees call for election by this day
- March 28-Candidate filing closes at 5:00 p.m.
- April 4-Deadline for candidates to withdraw and deadline for write-in candidates
- April 5-Ballot is certified and levy amounts due. Levy can be canceled up to this date.
- April 5-Election by Acclamation and Cancellation of Election Notice
- May 7-Election Day
- May 28-Canvas votes, issue certificates of election and publish results
  - Deadline to hold organizational meeting (Friday, May 31)
- June 1-Deadline to request county election assistance for next year
- June 14-Candidates must file Oath of Office by this day

### Budget Dates:

- March 30-Estimations of permissive levies and mills must be published by this day.
- August 20-Trustees must meet to consider all budget information on or before August 20
- August 21-25-Trustees can continue **daily** meetings to consider budgets. (Must meet daily until approved.)
- August 25-The last day to adopt budgets after trustees have met daily from August 20-25.

### Board Meeting

**Tuesday, October 17, 2023**

- FY24 ESSER update

### Board Meeting

**Tuesday, October 24, 2023**

- FY23 Fund Expenditure Recap
  - General Fund
  - Transportation Fund
  - Tech Fund
  - Building Reserve Fund
- FY25 Initial General Fund Budget and Levy Projections
- FY24 Election and FY25 Budget Timeline

### Board Meeting

**Tuesday, November 14, 2023**

- FY25 General Fund Projections
- Enrollment / Demographic Update

### Budget & Levy

#### Committee Meeting

**Friday, November 17, 2023 (monthly, beginning)**

- Historical Recap
- Update FY25 General Fund Budget and Levy Projections
- Expenditure Detail

### Board Meeting

**Tuesday, February 13, 2024**

- Approve Call for School Election for Elementary School Trustees
  - Two positions that represent both the Elementary and High School Districts for three-year terms.
- Approve Call for School Election for High School Trustee
  - One position for Election District A, which includes the attendance area of Lolo and DeSmet schools for a one-year term.
  - One position for Election District B, which includes the attendance area of Bonner and Target Range schools for a three-year term.

- One position for Election District C, which includes the attendance area for Hellgate Elementary for a three-year term.
- Approve Call for Levy Election for Elementary General Fund-*if applicable*
- Approve Call for Levy Election for High School General Fund-*if applicable*
- Approve Call for Levy Election for Elementary Safety Levy-*if applicable*
- Approve Call for Levy Election for High School Safety Levy-*if applicable*

**Board Meeting**

**Tuesday, March 12, 2024**

- Consideration and Adoption of Resolution Estimating Changes in Revenues/Mills for Certain Funds-EL-HS (Permissive Levy)

**Board Meeting**

**Tuesday, March 26, 2024**

- Board approves levy amounts.
  - Approve Resolution Setting the Elementary GF Levy and Ballot Lang. OR Cancel election-*if applicable*
  - Approve Resolution Setting the High School GF Levy and Ballot Lang. OR Cancel election-*if applicable*

**Board Meeting**

**Tuesday, April 9, 2024**

- Declaration of election by acclimation-*if applicable*

**Election Day**

**Tuesday, May 7, 2024**

**Board Meeting**

**Tuesday, May 14, 2024**

- Recognition of outgoing trustees

**Board Meeting**

**Tuesday, May 28 OR 21, 2024**

**5:30 p.m.**

- Canvas ballots

**6:00 p.m.**

- Issue Certificates of Election, Administer Oaths and Seat Trustees
- Code of Ethics
- Board Reorganization
  - Election of Board Officers
  - Appoint Clerk
  - Appoint Grants Designee
- Resolutions for elections assistance for the 2024-25 year

**Special Board Meeting**

**Tuesday, August 20, 2024**

- Adopt all budgets-by August 25 (if budget not adopted by Tuesday, August 20<sup>th</sup>, BOT must meet daily until budget is adopted and no later than August 25<sup>th</sup>)

DATE 10/16/2023		MCPS 2023-24 REGULAR REIMBURSABLE ROUTES (First Semester)										RIDERS			
ROUTE NUMBER & ROUTE SEGMENTS	BUS #	BUS VIN	BUS PLATE 2023-24	UPDATED BASE PLATE 2023-24	A.M. MILES	P.M. MILES	MILES 1st Sem. 2023-24	MILES 2nd Sem. 2023-24	H.S	MS	GS	PRE	S.N. CHAIRS		
1	5-BE	194	4DRBUAAP5AB230391	4-54194C		15.3	13.8	29.1					13		
2	6-B	195	4DRBUAAP7AB230392	4-54195C		14	0	14					37		
3	7-B	196	4DRBUAAP9AB230393	4-54196C		14	0	14					24		
4	9-A	198	4DRBUAAP7BB292053	4-66198C		7.8	0	7.8			34				
5	9-C	* 198	4DRBUAAP7BB292053	4-53198B		0	0	0							
6	11-BE	226	4DRBUC8P3HB036454	4-66226C		12.6	9.8	22.4					27		
7	12-A	201	4DRBUAAP2BB292056	4-66201C		12.9	0	12.9			32				
8	13-C	202	4DRBUAAP4BB292057	4-66202C		20.2	0	20.2	43						
9	15-BE	204	4DRBUAAP8BB292059	4-66204C		23.2	14	37.2					17		
10	15-D	204	4DRBUAAP8BB292059	4-66204C		0	12.7	12.7			43				
11	16-AD	205	4DRBUAAP4BB292060	4-66205C		7.8	8	15.8			23				
12	16-CF	205	4DRBUAAP4BB292060	4-66205C		11.3	8.8	20.1	24						
13	17-AD	206	4DRBUAAP2CB604233	4-02306D		8.5	8.5	17			38				
14	18-AD	207	1HVBBAAP4CB604234	4-02307D		8.7	11	19.7			30				
15	19-ABDE	208	4DRBUAAP6CB604235	4-02308D		25.6	24.3	49.9			15	11			
16	20-F	209	4DRBUAAP8CB604236	4-02309D		0	14.4	14.4	26						
17	21-CF	211	4DRBUAAP6DB304213	CCD211		11.7	11.2	22.9	33						
18	22-AD	213	4DRBUAAP2EB765832	CJR613		8.6	9.1	17.7			33				
19	22-F	213	4DRBUAAP2EB765832	CJR613		0	17.1	17.1	39						
20	23-A	214	4DRBUAAP4EB765833	CJR614		8.7	0	8.7			43				
21	23-F	214	4DRBUAAP4EB765833	CJR614		0	19.3	19.3	22						
22	24-F	215	4DRBUAAP1FB033533	4-39215C		0	18.4	18.4	17						
23	25-CF	251	4DRBUC8P4NB862113	4-81707C		26.5	23	49.5	43						
	25SS		4UZABRDU0HCHU1547	15-55016		31	31	62	9						
	26SS		4DRBUAAPX5B986708	15-1274E		40	40	80	14						
24	27-CF	218	4DRBUAAP7FB033536	4-39218C		18.3	14.1	32.4	25						
25	28-AD	219	4DRBUAAP6GB001954	4-52719C		10.3	10.9	21.2			18				
26	28-C	219	4DRBUAAP6GB001954	4-52719C		21	0	21	18						
27	29-CF	220	4DRBUAAP8GB001955	4-52720C		21	17.6	38.6	27						
28	29-E	220	4DRBUAAP8GB001955	4-52720C		0	12.2	12.2				48			
29	30-CF	221	4DRBUAAPXGB001956	4-52721C		15.7	14.7	30.4	36						
30	30-D	221	4DRBUAAPXGB001956	4-52721C		0	7.3	7.3			42				
31	31-CF	222	4DRBUAAP1GB001957	4-52722C		10.7	6.3	17	31						
32	32-CF	223	4DRBUAAP3GB001958	4-52723C		10.9	7.7	18.6	24						
33	32-AD	223	4DRBUAAP3GB001958	4-52723C		15.1	12.6	27.7			28				
34	33-ABDE	224	4DRBUAAP5GB001959	4-52724C		26.4	25	51.4			24	5			
35	34-BE	225	4DRBUC8P1HB036453	4-66225C		12.2	16.5	28.7				36			
36	34-C	225	4DRBUC8P1HB036453	4-66225C		11.7	0	11.7	37						
37	35-ABDE	200	4DRBUAAP0BB292055	4-66200C		17.2	16.5	33.7			9	15			
38	36-CF	228	4DRBUC8P7HB036456	4-66228C		32.3	29.8	62.1	37						
39	37-AD	229	4DRBUC8P9HB036457	4-66229C		16.2	17	33.2			31				
40	37-CF	230	4DRBUC8P2JB441033	4-02530D		36.9	31.9	68.8	15						
41	39-AD	231	4DRBUC8P0JB441029	4-02531D		10.4	8	18.4			26				
42	39-C	231	4DRBUC8P0JB441029	4-02531D		19.3	0	19.3	20						
43	40-AD	233	4DRBUC8P9JB441031	4-02533D		10.9	10.7	21.6			37				
44	40-CF	233	4DRBUC8P9JB441031	4-02533D		8.6	6.1	14.7	30						
45	41-CF	234	4DRBUC8P0JB441032	4-02534D		31.3	29.7	61	11						
46	42-CF	** 235	4DRBUC8PXKB164164	4-14235C		31.2	27.1	58.3	13						
47	43-CF	236	4DRBUC8P1KB164165	4-14236C		9.9	7.5	17.4	41						
48	44-AD	237	4DRBUC8P3KB164166	4-14237C		12.5	10.7	23.2			45				
49	45-CF	238	4DRBUC8P5KB164167	4-14238C		38	37.4	75.4	32						
50	46-CF	239	4DRBUC8P7KB164168	4-14239C		43.5	42.3	85.8	28						

51	46-E		<b>239</b>	4DRBUC8P7KB164168	4-14239C		0	13.4	<b>13.4</b>				16			
52	47-AD		<b>240</b>	4DRBUC8P7LB194983	4-34240C		11.2	11.5	<b>22.7</b>				27			
53	47-CF		<b>240</b>	4DRBUC8P7LB194983	4-34240C		18.1	16.5	<b>34.6</b>			28				
54	48-CF		<b>241</b>	4DRBUC8P9LB194984	4-34241C		17.1	15.2	<b>32.3</b>			34				
55	49-AD		<b>242</b>	4DRBUC8P0LB194985	4-34242C		10.7	8.3	<b>19</b>				21			
56	50-ABDE		<b>243</b>	4DRBUC8P2LB194986	4-34243C		25.3	27.9	<b>53.2</b>				5	15		
57	51-CF		<b>244</b>	4DRBUC8P4LB194987	4-34244C		23.7	23.6	<b>47.3</b>			27				
58	52-CF		<b>245</b>	4DRBUC8P6LB194988	4-34245C		67.6	65.1	<b>132.7</b>			25				
59	53-E		<b>246</b>	4DRBUC8P8LB194989	4-34246C		0	13.5	<b>13.5</b>					39		
60	53-CF		<b>246</b>	4DRBUC8P8LB194989	4-34246C		68.7	67.5	<b>136.2</b>			24				
61	54-CF		<b>247</b>	4DRBUC8P2NB862109	4-81714C		28.9	27.8	<b>56.7</b>			16				
										2076	0	849	604	##	0	0
<b>ROUTE SEGMENTS</b>			<p><b>NOTE: The special needs mileage will be taken the first week of October and entered on the TR1 first semester claim.</b></p> <p><b>NOTE: The special need mileage will again be taken the first week of April and entered on TR1 second semester claim.</b></p> <p><b>NOTE: This information will be submitted to MCPS and they will submit it to OPI.</b></p> <p><b>NOTE: Everytime a different mileage is submitted, I must create a different route number for the TR-1</b></p> <p><b>The procedure will be to start the 1st semester with the original route name ie: 1SP. For the 2nd semester Beach will retake the mileage and add the small letter (a) to all of the sepecial education routes. IE: 1SP(a)</b></p> <p><b>NOTE: The new 2nd semester TR1 information cannot be entered until the 1st semester TR6 claims are processed and submitted!</b></p> <p><b>NOTE: For both the 1st and 2nd semester claims, Beach will e-mail this spreadsheet to MCPS and the Missoula County Superintendents of</b></p>													
<b>REGULAR ROUTE CHANGES AND ADJUSTMETS FOR 2023-24</b>																
			*	RT 9-C (BUS #198) DOES NOT HAVE TO GO OVER THE TOP TO RODEO RANCHETTS FOR MORNING H.S. AT THIS TIME. TIME AND MILEAGE ADJUSTE												
			**	RT 42-CF (BUS #235) DOES NOT HAVE TO GO OVER THE TOP TO RODEO RANCHETTS FOR AFTERNOON H.S. AT THIS TIME. TIME AND MILEAGE ADJ												

DATE 10/16/2023		MCPS 2023-24 REGULAR REIMBURSABLE ROUTES (First Semester)										RIDERS			
ROUTE NUMBER & ROUTE SEGMENTS		BUS #	BUS VIN	BUS PLATE 2023-24	UPDATED BASE PLATE 2023-24	A.M. MILES	P.M. MILES	MILES 1st Sem. 2023-24	MILES 2nd Sem. 2023-24	H.S	MS	GS	PRE	S.N. CHAIRS	
1	5-BE	194	4DRBUAAP5AB230391	4-54194C		15.3	13.8	29.1					13		
2	6-B	195	4DRBUAAP7AB230392	4-54195C		14	0	14					37		
3	7-B	196	4DRBUAAP9AB230393	4-54196C		14	0	14					24		
4	9-A	198	4DRBUAAP7BB292053	4-66198C		7.8	0	7.8				34			
5	9-C	* 198	4DRBUAAP7BB292053	4-53198B		0	0	0							
6	11-BE	226	4DRBUC8P3HB036454	4-66226C		12.6	9.8	22.4					27		
7	12-A	201	4DRBUAAP2BB292056	4-66201C		12.9	0	12.9				32			
8	13-C	202	4DRBUAAP4BB292057	4-66202C		20.2	0	20.2		43					
9	15-BE	204	4DRBUAAP8BB292059	4-66204C		23.2	14	37.2					17		
10	15-D	204	4DRBUAAP8BB292059	4-66204C		0	12.7	12.7				43			
11	16-AD	205	4DRBUAAP4BB292060	4-66205C		7.8	8	15.8				23			
12	16-CF	205	4DRBUAAP4BB292060	4-66205C		11.3	8.8	20.1		24					
13	17-AD	206	4DRBUAAP2CB604233	4-02306D		8.5	8.5	17				38			
14	18-AD	207	1HVBBAAP4CB604234	4-02307D		8.7	11	19.7				30			
15	19-ABDE	208	4DRBUAAP6CB604235	4-02308D		25.6	24.3	49.9			15	11			
16	20-F	209	4DRBUAAP8CB604236	4-02309D		0	14.4	14.4		26					
17	21-CF	211	4DRBUAAP6DB304213	CCD211		11.7	11.2	22.9		33					
18	22-AD	213	4DRBUAAP2EB765832	CJR613		8.6	9.1	17.7				33			
19	22-F	213	4DRBUAAP2EB765832	CJR613		0	17.1	17.1		39					
20	23-A	214	4DRBUAAP4EB765833	CJR614		8.7	0	8.7				43			
21	23-F	214	4DRBUAAP4EB765833	CJR614		0	19.3	19.3		22					
22	24-F	215	4DRBUAAP1FB033533	4-39215C		0	18.4	18.4		17					
23	25-CF	251	4DRBUC8P4NB862113	4-81707C		26.5	23	49.5		43					
	25SS		4UZABRDU0HCHU1547	15-55016		31	31	62		9					
	26SS		4DRBUAAPX5B986708	15-1274E		40	40	80		14					
24	27-CF	218	4DRBUAAP7FB033536	4-39218C		18.3	14.1	32.4		25					
25	28-AD	219	4DRBUAAP6GB001954	4-52719C		10.3	10.9	21.2				18			
26	28-C	219	4DRBUAAP6GB001954	4-52719C		21	0	21		18					
27	29-CF	220	4DRBUAAP8GB001955	4-52720C		21	17.6	38.6		27					
28	29-E	220	4DRBUAAP8GB001955	4-52720C		0	12.2	12.2				48			
29	30-CF	221	4DRBUAAPXGB001956	4-52721C		15.7	14.7	30.4		36					
30	30-D	221	4DRBUAAPXGB001956	4-52721C		0	7.3	7.3				42			
31	31-CF	222	4DRBUAAP1GB001957	4-52722C		10.7	6.3	17		31					
32	32-CF	223	4DRBUAAP3GB001958	4-52723C		10.9	7.7	18.6		24					
33	32-AD	223	4DRBUAAP3GB001958	4-52723C		15.1	12.6	27.7				28			
34	33-ABDE	224	4DRBUAAP5GB001959	4-52724C		26.4	25	51.4				24	5		
35	34-BE	225	4DRBUC8P1HB036453	4-66225C		12.2	16.5	28.7				36			
36	34-C	225	4DRBUC8P1HB036453	4-66225C		11.7	0	11.7		37					
37	35-ABDE	200	4DRBUAAP0BB292055	4-66200C		17.2	16.5	33.7			9	15			
38	36-CF	228	4DRBUC8P7HB036456	4-66228C		32.3	29.8	62.1		37					
39	37-AD	229	4DRBUC8P9HB036457	4-66229C		16.2	17	33.2				31			
40	37-CF	230	4DRBUC8P2JB441033	4-02530D		36.9	31.9	68.8		15					
41	39-AD	231	4DRBUC8P0JB441029	4-02531D		10.4	8	18.4				26			
42	39-C	231	4DRBUC8P0JB441029	4-02531D		19.3	0	19.3		20					
43	40-AD	233	4DRBUC8P9JB441031	4-02533D		10.9	10.7	21.6				37			
44	40-CF	233	4DRBUC8P9JB441031	4-02533D		8.6	6.1	14.7		30					
45	41-CF	234	4DRBUC8P0JB441032	4-02534D		31.3	29.7	61		11					
46	42-CF	** 235	4DRBUC8PXKB164164	4-14235C		31.2	27.1	58.3		13					
47	43-CF	236	4DRBUC8P1KB164165	4-14236C		9.9	7.5	17.4		41					
48	44-AD	237	4DRBUC8P3KB164166	4-14237C		12.5	10.7	23.2				45			
49	45-CF	238	4DRBUC8P5KB164167	4-14238C		38	37.4	75.4		32					
50	46-CF	239	4DRBUC8P7KB164168	4-14239C		43.5	42.3	85.8		28					

51	46-E		<b>239</b>	4DRBUC8P7KB164168	4-14239C		0	13.4	<b>13.4</b>				16			
52	47-AD		<b>240</b>	4DRBUC8P7LB194983	4-34240C		11.2	11.5	<b>22.7</b>				27			
53	47-CF		<b>240</b>	4DRBUC8P7LB194983	4-34240C		18.1	16.5	<b>34.6</b>			28				
54	48-CF		<b>241</b>	4DRBUC8P9LB194984	4-34241C		17.1	15.2	<b>32.3</b>			34				
55	49-AD		<b>242</b>	4DRBUC8P0LB194985	4-34242C		10.7	8.3	<b>19</b>				21			
56	50-ABDE		<b>243</b>	4DRBUC8P2LB194986	4-34243C		25.3	27.9	<b>53.2</b>				5	15		
57	51-CF		<b>244</b>	4DRBUC8P4LB194987	4-34244C		23.7	23.6	<b>47.3</b>			27				
58	52-CF		<b>245</b>	4DRBUC8P6LB194988	4-34245C		67.6	65.1	<b>132.7</b>			25				
59	53-E		<b>246</b>	4DRBUC8P8LB194989	4-34246C		0	13.5	<b>13.5</b>						39	
60	53-CF		<b>246</b>	4DRBUC8P8LB194989	4-34246C		68.7	67.5	<b>136.2</b>			24				
61	54-CF		<b>247</b>	4DRBUC8P2NB862109	4-81714C		28.9	27.8	<b>56.7</b>			16				
										2076	0	849	604	##	0	0
ROUTE SEGMENTS		NOTE: The special needs mileage will be taken the first week of October and entered on the TR1 first semester claim.														
A= M.S. A.M.		NOTE: The special need mileage will again be taken the first week of April and entered on TR1 second semester claim.														
B= G.S. A.M.		NOTE: This information will be submitted to MCPS and they will submit it to OPI.														
C= H.S. A.M.		NOTE: Everytime a different mileage is submitted, I must create a different route number for the TR-1														
D= M.S. P.M.		The procedure will be to start the 1st semester with the original route name ie: 1SP. For the 2nd semester Beach will retake														
E= G.S. P.M.		the mileage and add the small letter (a) to all of the sepecial education routes. IE: 1SP(a)														
F= H.S. P.M.		NOTE: The new 2nd semester TR1 information cannot be entered until the 1st semester TR6 claims are processed and submitted!														
		NOTE: For both the 1st and 2nd semester claims, Beach will e-mail this spreadsheet to MCPS and the Missoula County Superintendents of														
<b>REGULAR ROUTE CHANGES AND ADJUSTMETS FOR 2023-24</b>																
*		RT 9-C (BUS #198) DOES NOT HAVE TO GO OVER THE TOP TO RODEO RANCHETTS FOR MORNING H.S. AT THIS TIME. TIME AND MILEAGE ADJUSTE														
**		RT 42-CF (BUS #235) DOES NOT HAVE TO GO OVER THE TOP TO RODEO RANCHETTS FOR AFTERNOON H.S. AT THIS TIME. TIME AND MILEAGE ADJ														

# PUBLIC CHARTER APPLICATION COVER PAGE

Check One:  New Public Charter under Existing Local School Board  New Public Charter

District Name of Public Charter School:

**Connect Academy**

Local school district in which the public charter school will be physically located:

**Missoula County Public Schools District #1**

### Contact Information for the Governing Board Chair

Contact Person: Wilena Old Person Board Chair for MCPS  
Name Title

Contact Address: 909 South Avenue West, Missoula, MT 59803

Telephone Number: 406.728.2400

E-mail Address: woldperson@mcpsmt.org

### Contact Information for the Person Completing this Application

Contact Person: Micah Hill Superintendent  
Name Title

Contact Address: 909 South Avenue West, Missoula, MT 59803

Telephone Number: 406.728.2400

E-mail Address: [mhill@mcpsmt.org](mailto:mhill@mcpsmt.org)



# PUBLIC CHARTER APPLICATION

Name of Public Charter School: Connect Academy

Provide an executive summary with the general purpose and rationale for the creation of the public charter school.

*MCPS is proposing the Connect Academy Charter School to provide a flexible and innovative virtual 6-12 grade school for Montana residents. By providing an accredited online public school option, students can access a wider range of courses and instructors than may be available at a single traditional school. The online format allows for innovative teaching methods and individualized support for each student. Students will have access to a variety of education pathways including AP, CTE Courses, Work Based Learning opportunities, and credit recovery. This charter has set the goal to be a fully competency based program by year 5.*

Opening Date: August 2024 Public Charter Term Length: 5 years

Grades to be served: 6-12

Minimum Enrollment Per Year: 72 students

Planned Enrollment Per Year: 72 students

Maximum Enrollment Per Year: 175 students by year 5

For each year of the public charter term, indicate the number of students the public charter school plans to serve in each grade.

	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
<b>Year 1</b>							10	10	11	10	10	10	11	72
<b>Year 2</b>							15	15	15	15	15	15	15	105
<b>Year 3</b>							20	20	20	20	20	20	20	140
<b>Year 4</b>							25	25	25	25	25	25	25	175
<b>Year 5</b>							25	25	25	25	25	25	25	175

# ACADEMIC PROGRAM

## 1. State the public charter school’s mission and vision and describe why this initiative is important to the community it will serve.

Connect Academy, an MCPS Charter School, will be an online school option that serves students in grades 6-12.

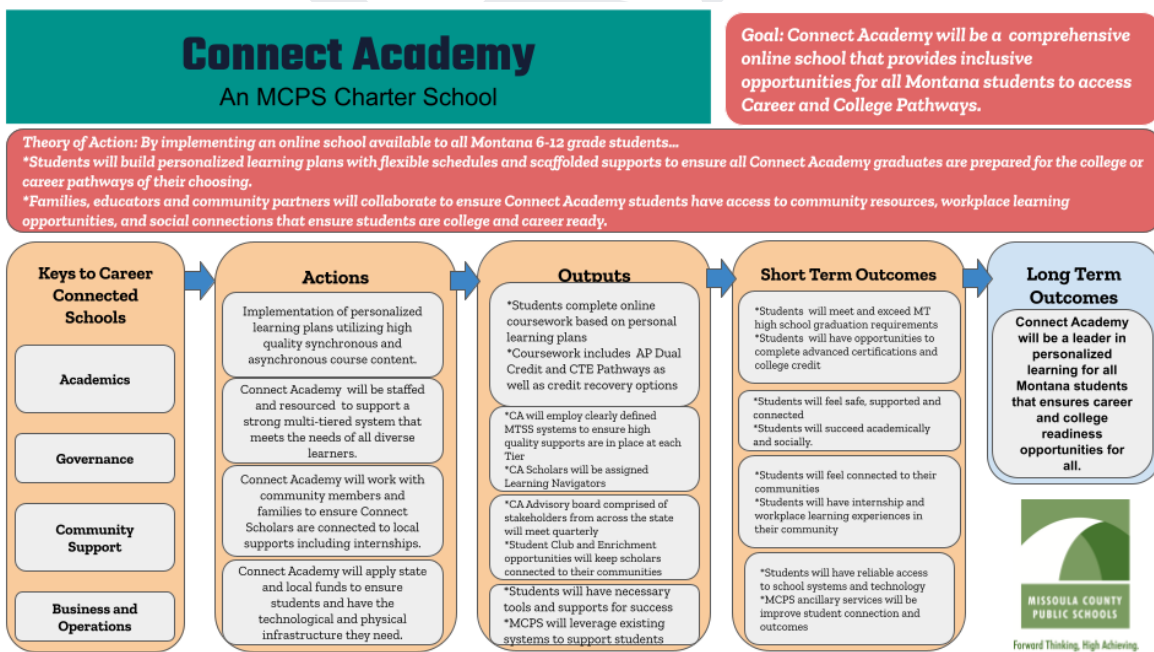
The Mission of Connect Academy is to provide a high-quality, personalized online learning experience that empowers students across our state to take ownership of their education so students are prepared for college and career success.

We envision a charter school model that immediately leverages technology and sets a 5 year goal to be a leader in competency based learning while delivering an engaging, student-centered education accessible to all learners, regardless of geography or circumstance. Our students will become self-motivated, lifelong learners equipped with interpersonal skills that ensure they reach their full potential.

The Connect Academy will expand access to educational options for students who may be better served through online learning. This expanded access includes:

- Students in remote areas without access to schools with specific academic programs.
- Students unable to attend physical school due to health issues, family responsibilities, etc.
- Students who prefer the flexibility and self-pacing of online learning
- Students looking to supplement or accelerate their studies beyond what is available locally
- Students who have dropped out or fallen behind and want to recover credits and graduate
- Students looking for a proficiency or competency model that will lead to early graduation.

**FIGURE 1.0: Connect Academy Logic Model**



By providing an accredited online public school option, students can access a wider range of courses and instructors than may be available at a single traditional school. The online format allows for innovative teaching

methods and individualized support for each student. Students will have access to a variety of education pathways including AP, CTE Courses, Work Based Learning opportunities, and credit recovery.

### **Utilizing Innovation**

The Connect Academy will start year 1 in a traditional class format with time bound instruction and assessment routines that fit in a semester. However, by the end of this five year charter, Connect Academy is committed to being a leader in competency based learning, also known as proficiency based learning, that follows a more flexible schedule.

A competency based model differs from traditional instruction in that students begin a course with clear learning outcomes organized into “competencies.” Students can work through prescribed instructional modules to acquire the skills and content knowledge to master each core competency for a course. Most courses will have 3-8 core competencies that must be mastered within a predetermined time range (often 6-20 weeks). Students progress through the competencies with the guidance of a content area teacher. When a student successfully completes the assessment for each core competency in a course, they will have achieved mastery and receive credit. This will allow students seeking an early graduation or students who have fallen behind but are looking to catch up the option to graduate on their own timeline.

### **Ensuring Flexibility and Serving the Community**

The pandemic revealed stark contrasts in educational opportunity across Montana communities including students in the MCPS attendance area. Since 2020, MCPS has utilized ESSR funds to operate the Missoula Online Academy (MOA) utilizing both synchronous and asynchronous course options offered to middle and high school students. This program will now sunset with the end of ESSR funding and it is our goal to rebrand the MOA as the new Connect Academy.

Students and families who have been part of the MOA community have regularly advocated for this online option to continue. The following are quotes in MCPS Public Comment in spring 2023 to our Board of Trustees stating the importance of the MOA to our students and families:

*“We strongly believe the Missoula Online Academy (MOA) is a versatile and valuable asset to the counties (sic) public school portfolio. The academy is an option for students and teachers in difficult circumstances. It's a valuable tool that should be maintained, improved, and invested in.” -MOA Parents*

*“For me, attending school through the MOA significantly reduces my stress. Things as simple as getting ready in the morning are less stressful because I don't have to wake up as early. The environment I am in also greatly improves my mental health because I am in a place I know and am comfortable in.” -MOA Student*

*“I have really loved having the option to do online learning. For me, it's less stressful than in person and I feel like I learn better in this environment. Online learning is also really good for learning how to prioritize and how to be responsible.” -MOA Student*

*“MOA has proved to be invaluable for my family. It is the only support that is available to my daughter. Without this program it would be nearly impossible for my child to obtain an education.” -MOA Parent*

*“We offer a critical learning option for our students, one that, for many, has allowed them to stay in school. Our students deserve the best online learning platform that we can provide.” -MOA Teachers’ Collective Comment*

Online learning options have proven to be an essential option for students and families as evidenced by the extensive public comment received by the MCPS School Board. Connect Academy aims to extend the reach of this robust and inclusive learning model to students in communities around our state, regardless of location or life circumstance and to continue to refine and improve the model to achieve a truly personalized, competency based learning model that levels up educational opportunity across Montana. We believe this charter option will increase access to high quality and rigorous learning for students across the state as well as credit recovery opportunities and accelerated pathways to allow each student a personalized path to graduation.

## **2. Identify the targeted student population and the community the public charter school proposes to serve.**

This Connect Academy will be open to all students in grades 6-12 who are Montana residents. This innovative charter is designed to create a unique and adaptive learning environment where students across Montana can access the courses online, engage in both rigorous synchronous and asynchronous learning, and access advanced course opportunities as well as credit recovery options.

A thorough review of the public comment to the MCPS Board of Trustees revealed that our MOA serves students who would face a variety of barriers that would prevent them from accessing our brick and mortar, traditional school settings. This includes students with medical issues who require homebound instruction, students lacking adequate transportation or reliable housing, students with legal issues preventing school attendance, students seeking small group and one-on-one support, and students with special needs that struggle in large classroom settings. The public comment also revealed that without this option, many of these students would struggle to graduate.

The Connect Academy is an essential public education solution for ensuring all Montana students have access to a Free and Appropriate Public Education (FAPE). Many students thrive in our traditional schools, but there are just too many students who need something different. Virtual schools can offer small group breakout rooms, office hours for one-on-one support, personal Learning Navigators to ensure students are engaged and motivated, and special education support in a flexible and virtual environment.

### **Personalized Learning Plans to Meet Student Needs**

MCPS public comment also coalesced around the value of the personalized support and connections the MOA has provided. Connect Academy aims to build on these connections by providing students with a personal Learning Navigator who will collaborate with the student and caregivers to plan and adjust personalized learning plans that consistently meet the academic and behavioral health needs of each student. Upon enrollment, students and caregivers will meet with their Learning Navigator to set up course schedules and to look ahead to plan personalized paths to graduation. Students will also have at least monthly one-on-one check-ins with their Navigator and more frequently if needed. Students will also have an advisory period in their schedule that will be led by their Learning Navigators; each content area teacher will serve as a learning navigator and will lead one advisory period with their assigned caseload of students.

In addition to a connection to a personal Learning Navigator, synchronous instructors will continue to offer office hours, tutoring, and online clubs to ensure every student is connected to the school community, feels safe, and is learning at high levels- all elements that our community has indicated are important in an online learning option.

### **3. Describe plans and timelines for student recruitment and enrollment, including lottery procedures.**

#### **Recruitment**

By the end of the five year charter, the Connect Academy aims to enroll up to 175 students. Student recruitment for MOA will be a comprehensive endeavor that involves engaging with prospective students and their families and utilizing advertising campaigns to highlight the unique educational opportunities and advantages our charter school offers.

MCPS takes pride in our commitment to serving the community and therefore will conduct outreach to prospective families through various channels, such as community events, informative virtual and in person sessions, and partnerships with local and state organizations, all aimed at raising awareness about Connect Academy. In addition to community engagement, we will employ targeted marketing strategies, both online and offline, to reach a wide range of potential students. These efforts are designed to create a diverse and inclusive student body while ensuring that families are well-informed about our educational mission and innovative and personalized curriculum pathways.

#### **Application Process**

The annual application process will be open each spring for Montana residents in grades 6-12. We anticipate open enrollment for up to 72 students in year 1 with hopes to reach an enrollment goal of 175 by year 5.

In year 1, the application process will be open from April 1- May 1, 2023. To apply, interested parents or guardians will submit applications within the specified enrollment period. From May 2-15, 2023, these applications will be carefully reviewed to ensure they meet all eligibility criteria, such as age and state residency requirements. If student enrollment exceeds the annual student capacity, a lottery will be conducted. This process will involve assigning each applicant a unique identification number and using a random selection method, to select students for available slots. Admission or lottery results will then be communicated to parents no later than May 25, 2023, and those who are selected will receive an enrollment offer with instructions on how to proceed with enrollment. Families will need to confirm enrollment by June 1, 2023. For those not selected in the initial lottery, the MOA will maintain waitlists as slots become available due to withdrawals or other factors. Throughout the entire process, transparency and adherence to established rules and timelines will be crucial to ensure an equitable and orderly enrollment system. All enrollment policies and timelines will be clearly communicated on the Connect Academy website which will be created within two months of approval of this charter.

Connect Academy will adhere to all state and federal laws in relation to school enrollment including students who qualify for McKinneyVento services and will not discriminate based on race, color, religion, or disability.

### **4. Describe the public charter school’s academic program, specifically focusing on why it is innovative in your school district. Include plans to formally assess student achievement on an annual basis.**

Our middle school program will offer synchronous core courses in ELA, math, science, social studies, world languages and elective options. The high school program will target a wide range of learners with synchronous and asynchronous options, AP coursework, dual and concurrent credit courses, CTE and workplace learning options

connected to each students' community. By the end of this charter, Connect Academy will be a state leader in competency based learning.

**Curriculum Aligned with Montana’s Academic Standards**

Connect Academy is committed to offering an innovative online curriculum that provides students with unparalleled flexibility and diverse pathways to graduation. We understand that every student is unique, therefore our curriculum options are designed to accommodate their individual needs and aspirations. Each student will regularly meet with their Learning Navigator to help plan and support instructional pathways that lead to high school graduation.

Using online platforms including synchronous core classes taught by highly qualified Montana educators, asynchronous Montana Digital Academy courses, and Credit Recovery options students will have the opportunity to explore a wide range of academic subjects, including Career and Technical Education pathways (CTE), Fine Arts, and AP Courses. A sample of High School English course options is shown in Figure \_\_ below.

***FIGURE 2.0: Connect Academy High School English Course Offerings***

DESCRIPTION	Format	GRADE	TERM	CREDIT TYPE	PREREQ
<b>REQUIRED COURSES</b>					
ENGLISH 1	Synchronous	9	YEAR	EN	None
ENGLISH 2	Synchronous	10	YEAR	EN	English 1
ENGLISH 3	Synchronous	11	YEAR	EN	English 2
AP Language and Composition	MT Digital Academy	11	YEAR	EN	English 2
ENGLISH 4	Synchronous	12	YEAR	EN	English 3
AP Literature and Composition	MT Digital Academy	12	YEAR	EN	English 3
<b>ENGLISH ELECTIVE COURSES</b>					
CREATIVE WRITING	MT Digital Academy	10-12	SEM	EN	English 1
English 1-4 Credit Recovery Options	APEX	10-12	SEM	EN	

Whether a student's goal is to excel in the arts, explore a career pathway, or pursue a traditional college pathway, our online curriculum will empower students to connect to a personalized and flexible education.

### **Meets the Indian Ed For All Mandate**

MCPS is committed to meeting our Montana Constitutional requirement to provide Indian Education for All educational and cultural experiences for Connect Academy students. Our MCPS Native American Services department will work directly with Connect Academy staff to design and implement lessons that incorporate IEFA standards and content throughout the school year in all courses. The NASS student specialists will also work with the CA Student Assistance Team to identify and support Native American students who may be at-risk by arranging regular meetings and helping students and families connect to cultural opportunities in their community. MCPS will also include Indigenous Studies and Access to Indigenous language courses in our high school course catalog. MCPS' adopted curriculum requires all 6th grade students to participate in Montana History and Tribal Studies as core curriculum.

### **Planning and Preparation**

Connect Academy will align with MCPS professional goal setting systems by utilizing the Danielson Framework for Teaching (2021) and accompanying rubrics as a professional goal setting and reflection tool. This tool will help the Head of School collaborate with synchronous teachers to ensure high quality instruction in all content areas.

MCPS is in the first year of a three year implementation plan based on the lesson design and instructional strategies found in the Teacher Clarity Playbook (Fisher, Fry, & Almadore, 2019). The Teacher Clarity Playbook is based on the Visible Learning research done by Dr. John Hattie which includes meta-analyses of education research to identify teaching practices and conditions that have the biggest impact on student learning. Effect sizes above .4 are most likely to have the greatest impact on student learning; Teacher Clarity has an effect size of .85 whereas student retention has an effect size of -.32. By making learning visible to students, students can take charge of their own learning to identify what they are learning (learning intentions), why it is important (relevance), and how they will know they are successful (success criteria and formative assessments).

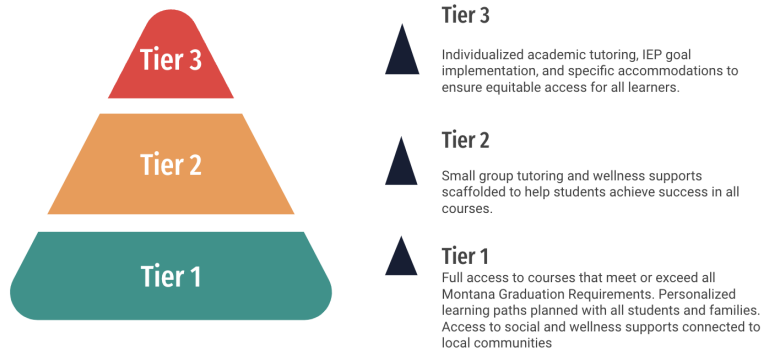
MCPS has used the Montana Content Standards to identify priority standards for each content area. Priority standards guide the skills and content taught to students in a carefully designed scope and sequence. These priority standards also have an accompanying proficiency scale to identify what proficiency looks like for each standard. The MCPS Curriculum Department will support Connect Academy teachers to use high quality, district approved curriculum materials for each synchronous course.

Through an innovative combination of the Danielson Framework and the high impact strategies identified in our Teacher Clarity work, the Connect Academy instructional team will identify clear learning intentions and success criteria for all courses that meet the elements of Danielson Domain 1, Planning and Preparation. Using a Teacher Clarity focus with clear rubrics that identify best practices in planning and preparation, Connect Academy teachers will make the learning visible to all stakeholders and will allow teachers to provide students with actionable feedback for each lesson. By year 5, these learning intentions and success criteria will guide the core competency assessments that define mastery for each course. For elective and asynchronous courses, the MTDA utilizes a similar planning and instructional framework that meets rigorous content standards.

**MTSS Systems to Support All Learners**

Multi Tiered Systems of Support (MTSS) (Figure 3.0) braids the strong research base of Response to Intervention systems (RTI Effect Size=1.29) with Positive Behavioral Interventions and Supports (PBIS Effect Size= .62) to implement a comprehensive academic and behavioral tiered system that is designed to be responsive and meet the needs of students and families. Clear MTSS systems are essential for identifying and addressing students’ academic deficiencies and/or weaknesses so as to encourage constant student growth and achievement

**MTSS Academic Supports**



MTSS systems require regular data analysis protocols and feedback systems that enable educators to tailor instruction, design interventions, identify areas for curriculum enhancement, and track student learning. As part of the MTSS system, Connect Academy will convene a Student Assistance Team (SAT) that meets at least twice per month to review progress monitoring data in order to quickly identify students in need of support beyond Tier 1 and to ensure behavioral and academic interventions at Tiers 2-3 are meeting student needs.

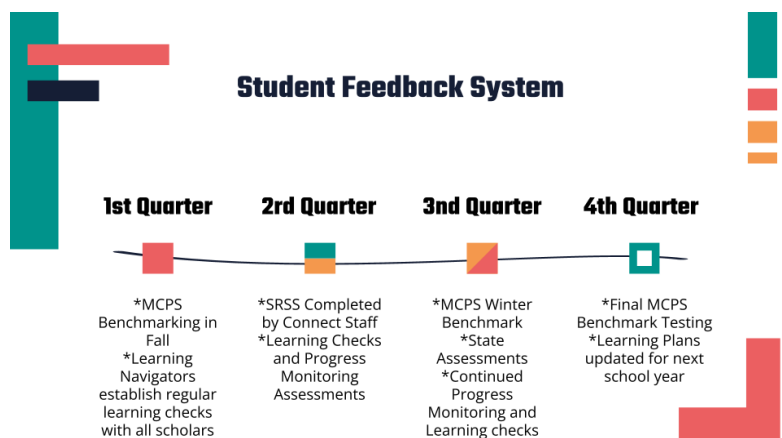
**Comprehensive Assessment Systems**

A comprehensive assessment system, an essential component of a strong MTSS System, ensures transparency, accountability, and equality. MCPS is committed to maintaining a robust and formal assessment system that ensures academic excellence and continuous improvement across all districts including our new charter district.

The Connect Academy system will integrate a variety of assessment methods, including Tier 1 benchmark assessments administered 3 times per year; formative and summative assessments throughout course work; required standardized testing including the NAEP, MAST, and ACT, performance-based assessments; and, portfolio evaluations in place of summative course assessments. In addition to Tier 1 assessments, diagnostic assessment tools are included in the system to ensure Tier 2 and 3 interventions are matched to student need and are administered in 3-6 week cycles to ensure students are not tracked into a group but flexibly grouped to receive intervention and/or enrichment that is skill based, flexible, and responsive.

*FIGURE 4.0: Student Feedback System*

The Connect Academy formal assessment system (benchmarking, progress monitoring, and summative assessments) will align with MCPS systems. Our screening system will include ELA and Math screening tools at least three times per year as well as regular progress monitoring and diagnostic assessment tools aligned to MCPS assessment systems. MCPS Schools currently use the STAR assessment system for benchmarking and progress monitoring





and a number of Tier 2-3 diagnostic and computer assisted learning tools for both ELA and Math interventions and progress monitoring.

In fall 2023, MCPS is engaging in an assessment review to ensure our assessment systems are predictive of student success, aligned to Montana Content Standards, drive instructional planning, and provide actionable and useful feedback to students, teachers, and caregivers. The review will include planning specific to the MCPS Charter School Assessment systems with the hopes to share resources across MCPS systems to leverage lower costs, share professional development, and provide for comparative data analysis across districts. Teachers, school leaders, and community members including caregivers will be invited to participate; we will also do specific outreach to include potential Charter families for input. By spring 2024, MCPS will complete a 5-year assessment system implementation plan for all MCPS districts.

## **A Commitment to Innovation and Flexibility**

*FIGURE 5.0: Flexible Options*

With a commitment to personalized learning pathways, responsive MTSS systems, challenging and diverse course offerings, and college and career pathways, Connect Academy intends to be a leader in both virtual learning and competency based education.

In the first two years, the course design will follow a traditional semester design with synchronous and asynchronous course offerings, but by year 5, MCPS intends for most course offerings to be competency based.

### **Personalized Pathways**

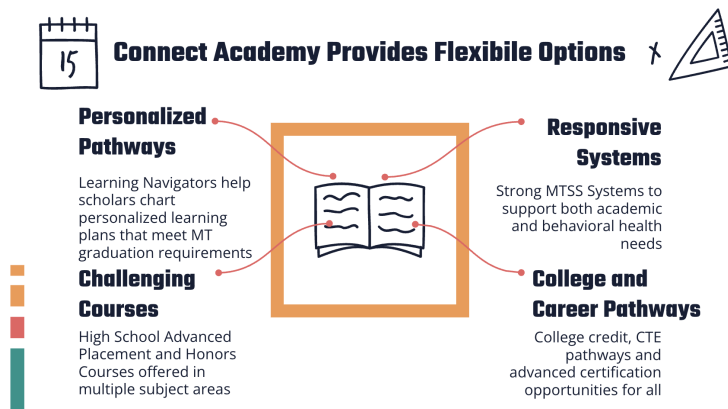
Connect Academy students will be connected with a Learning Navigator who will work with students to identify personalized pathways and schedules that will help students graduate college and career ready. Both synchronous and asynchronous courses will be available and students will be able to choose a class schedule that fits their life circumstances.

### **Challenging Courses**

Connect Academy will provide a diverse catalog of courses and electives for students including access to AP and dual credit courses in high school. CTE courses, workplace learning, and internships will be options for student learning pathways. Middle school electives will allow students to choose from a variety of courses to expose students to pathways that will be available in high school courses.

### **Responsive Systems**

Connect Academy will implement a strong MTSS system to ensure both academic and behavioral health needs are quickly identified and responsive supports are initiated in a flexible and timely fashion. In addition to academic support, Connect Academy will work with community providers across Montana to ensure students are connected to the health and wellness resources in their communities. The MCPS Families in Transition Liaison will meet regularly with the Connect Academy Student Assistance Team to ensure students in transition always have the resources they need to succeed in school.



Special education services will be provided synchronously by a licensed special educator and students with IEP's will have synchronous access to MCPS related service providers such as speech and OT. As part of the MTSS system, students who are not responding to tiered interventions can be referred by the Connect Academy SAT team for a special education evaluation.

### **College and Career Pathways**

Connect Academy students will have access to numerous College and Career opportunities. Asynchronous CTE courses will be offered through MT Digital Academy. Dual and Concurrent credit courses will be finalized upon approval of the charter and will likely be offered as both synchronous and asynchronous courses. Learning Navigators will work with high school students to identify credit bearing work-based learning and internship opportunities in their local communities.

### **5. Describe any variances to existing standards that the public charter school requires to enhance educational opportunities.**

The Connect Academy may seek the following variances from traditional public school standards to better facilitate online learning:

- Flexibility in teacher certification requirements - To recruit highly qualified content area experts to fill the Connect Academy certified positions, variances may be sought for alternate or provisional certification routes to licensure. This is especially true for hiring special education teachers which has proven to be a challenge since the pandemic.
- In years 1-2, Connect Academy may need variances to seat time requirements. However, as part of the 5 year plan to implement a competency based, aka proficiency based, learning system, Connect Academy will be in line with MCPS Board Policy 1906, which states the "Board of Trustees authorizes proficiency-based ANB calculation in situations when a student demonstrates proficiency in a course area as determined by the Board of Trustees using district assessments consistent with the School District's adopted Plan of Action, or other measures approved by the Board of Trustees during the course of the current year."
- Modified compulsory attendance ages - Online schools may seek to serve students below or above standard ages, like early college learners or homeschool students seeking supplemental courses.
- Librarians: Our online academy will rely more on digital learning resources, ebooks, databases, and online literacy tools. These can be managed by teachers rather than requiring a dedicated librarian role.
- Flexibility in start/end dates - Online learning enables year-round instruction versus standard calendars. Variances to permit flexible scheduling may be sought to allow for flexible, asynchronous and synchronous course offerings .
- Reporting requirement adjustments - Modifications may be sought for things like class size, hours, and transportation requirements not applicable to online models.

Any variances sought for Connect Academy would aim to enhance the online charter schools' ability to provide innovative and flexible education models while ensuring accountability to state and local policies and laws.

### **6. Describe the instructional design, including the type of learning environment, class size and structure, curriculum overview, and teaching methods.**

Connect Academy plans to be a leader in competency based education. The sections below detail our starting point as well as the long term vision for the Academy.

## **Learning Environment**

The Connect Academy will initiate years 1- 2 with asynchronous and synchronous course options that mirror the MCPS school calendar. Students will work with their personal Learning Navigator to design their personalized learning pathway with classes offered in a fall and spring semester.

In years 3-5, Connect Academy aspires to provide flexibly scheduled (possibly year round) asynchronous and synchronous competency based course options that allow students to graduate early or to catch up if they have fallen behind. Competency based learning systems are thoughtfully designed courses which organize student learning into clear learning intentions and success criteria for 3-8 core competencies per course. Students can work at their own pace in competency based courses and often have multiple means to demonstrate mastery. According to John Hattie research, mastery based competency learning systems have an Effect Size of .57.

In person and virtual work based learning and internship opportunities will also be coordinated in students' local communities to ensure meaningful experiences are available regardless of the physical location. Additional features of a virtual learning system provide these opportunities for a flexible learning environment:

- Use of virtual platforms that support interactive learning tools like video conferencing, discussion boards, document sharing, and more. Connect Academy will likely use Google Education systems such as Google Classroom and Google Meet in Year 1-2 but will explore a more comprehensive system such as Canvas as we transition to a competency based system in years 3-5.
- Synchronous and asynchronous course content will be accessible 24/7 via student logins.
- All students will be provided a Chromebook and hot spot if needed for accessing courses. Students will have access to the MCPS Tech Help Desk for technical assistance.
- Physical resources and learning kits will be mailed to students to facilitate hands-on learning.

## **Class Size and Structure**

We anticipate synchronous class sizes will be at or below state accreditation levels (28-32 students). Asynchronous courses will likely have additional seats (30-40 seats) available as students will work and submit course work at their own pace within the course timeline.

Virtual learning systems have an advantage over traditional settings because technology provides more opportunities for small group and individualized learning opportunities, virtual break out rooms, virtual office hours, and one-on-one virtual meetings. Competency based systems are further personalized and responsive to student needs and allow for more individualized conferencing with the instructor.

All classes will use structured lesson design informed by the Teacher Clarity Playbook. This includes designing all lessons with clear learning intentions and success criteria that are visible to students. Throughout the units of learning, students should be able to answer the questions,

- What am I learning? (ES .48)
- Why am I learning this? (ES .46)
- How will I know I am successful? (ES .68)

This approach to lesson design and implementation is often referred to as “visible learning” because it makes learning visible to students and allows students to take ownership of their own success. It is further designed to facilitate the development and implementation of competency based learning systems.

## Connect Curriculum

*Figure 6.0: Connect Academy Course Offerings*

The Connect Academy curriculum will align with state and/or national content standards across all subjects. Courses will be guided by MCPS priority standards in each content area and high quality curriculum materials will be provided to facilitate learning.

At the middle school level, all core classes will be offered synchronously following a 7 period schedule. Elective courses will be offered both synchronously and asynchronously. A sample schedule is below:

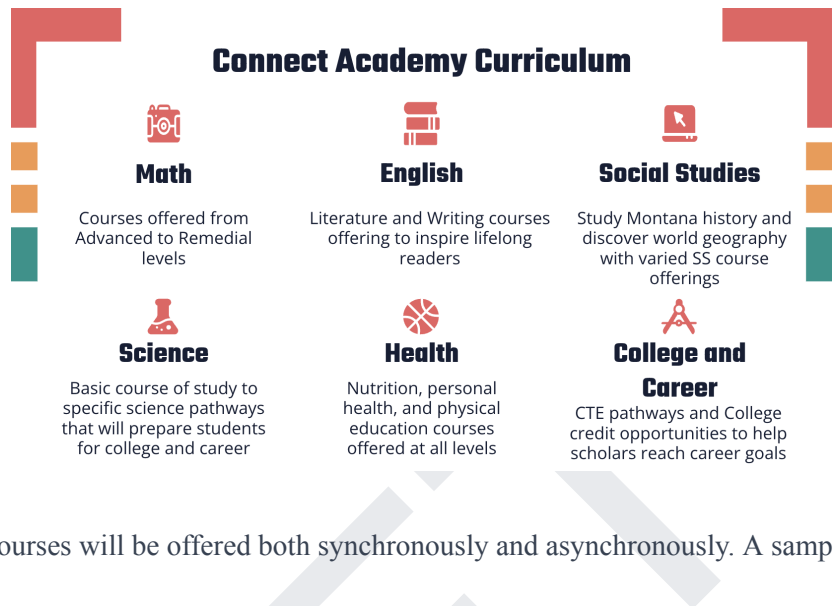
- ❖ Period 1: 8:00-8:50: Advisory (lead by Learning Navigators)
- ❖ Period 2: 9:00-9:50: ELA
- ❖ Period 3: 10:00-10:50: Math
- ❖ Period 4: 11:00-11:50: Science
- ❖ Period 5: 11:50-1:00 Lunch
- ❖ Period 6: 1:00-1:50 Social Studies
- ❖ Period 7: 2:00-2:50 Elective Option (Changes Quarterly)
- ❖ Open Office Hours for all courses: 3:00-4:00

Middle School core courses will include ELA, Math, Science and Social Studies. Electives will include world languages, engineering, media, health and PE, and digital art. In years 1-2, all core classes will follow a semester system aligned to the MCPS calendar; electives will change quarterly. In years 3-5, we will transition to a competency based system which will likely integrate courses in ELA and Social Studies and Science and Math to make content more hands-on, interactive, and meaningful to students. This will also allow us to increase elective offerings so students can explore multiple CTE pathways before selecting high school courses. Synchronous courses will use the MCPS approved curriculum materials listed below.

- ELA: Engage New York
- Math: Carnegie Learning
- Science: Amplify Science
- Social Studies: Montana Historical Society materials for Montana History and IEFA, TCI world History and US History

At the high school level, a diverse set of courses will be provided from remedial and credit recovery options to AP and dual credit opportunities. A variety of CTE courses will be offered and workplace learning opportunities and internships will be coordinated so students feel ready to choose their college or career pathway upon graduation. Course outlines and materials for asynchronous courses will be provided by our online service providers including Montana Digital Academy and APEX learning. Synchronous courses will use the MCPS approved curriculum materials listed below.

- ELA: Engage New York
- Math: Carnegie Learning
- Science: Houghton Mifflin Science Dimensions
- Social Studies: TCI Human Geography, MacGruder's American Government



## **Teaching Methods**

MCPS has been operating the MOA since 2020 and therefore has experience offering virtual instruction to students in K-12. We have found success with synchronous instructional models that provide opportunities for a balance of teacher direct instruction, class discussion, breakout groups for cooperative learning, and independent work time with immediate access to the teacher; this design is often referred to as Gradual Release of Responsibility. We plan to continue this approach to ensure that our classrooms demonstrate the following characteristics:

- Student-centered approach tailored to different learning styles.
- Teachers serve as guides and facilitators who provide individual guidance.
- Focus on developing student independence, self-motivation, and time management through flexible pacing.
- Use of data and learning analytics to personalize instruction and interventions.
- Ongoing parent/teacher communication and support through virtual conferences, monthly class newsletters and a weekly Connect Academy newsletter sent to all students and caregivers.

### **7. Describe plans for identifying and successfully serving students with disabilities, students who are English Language Learners, students who are academically challenged, and gifted students, including compliance with applicable laws and regulations.**

Connect Academy will meet all state and federal legal requirements for student services including serving students with disabilities, English language learners, and students with diverse learning needs. As part of the MCPS school system, the Connect Academy will have access to a wide range of experts and support services for students. MCPS currently provides district level support for special education students, English language learners, gifted education, Native American Student Services, Curriculum and Assessment, and Tier 2-3 Interventions; these important services will be extended to the Connect Academy.

Including district level support, the Connect Academy will employ or contract to provide the following staff:

- Certified Teachers for Core Courses
- Certified special education teacher
- ELL teachers and/or tutors as needed
- School Counselor
- Head of School to oversee compliance with laws and regulations and ensure services are provided to students and families
- Access to school Health Services including access to school nursing and contracted social workers

MCPS is also committed to providing all Connect Academy employees ongoing, job-embedded professional development in online instructional methods, high impact instruction, and competency based learning. This PD approach will include opportunities for CA teachers to access district level instructional coaching staff to engage in student-centered coaching cycles throughout the school year.

In addition to providing staffing and PD to support diverse student needs, MCPS will ensure the Connect Academy has the following structural supports and policies:

- Strong MTSS systems with a Student Assistance Team that screens and identifies students with disabilities upon enrollment and throughout the school year. Conduct thorough evaluations and convene IEP teams to determine eligibility services and accommodations.

- Modifications and assistive technology for students with disabilities per their IEPs. Examples: extended time, text-to-speech, speech-to-text, closed captioning.
- Qualified ELL teachers/tutors for small group and 1-on-1 instruction. Monitor progress with annual WIDA assessment.
- Tiered interventions like tutoring, remedial courses, behavior improvement plans, counseling, and progress monitoring.
- Enrichment programs, accelerated course options, and dual enrollment opportunities.
- Online curriculum and instruction that is accessible and compliant with ADA, IDEA, ESSA, and other applicable laws.
- Communication with families in their primary language. Providing interpreters and translated materials as necessary.
- Document all evaluation and service procedures. Maintain detailed student records demonstrating legal compliance.
- Engage oversight from MCPS district leadership and participate in MCPS independent audits to ensure adherence to laws and regulations.

### **8. Describe student discipline policies, including those for special education students.**

MOA's discipline policy is designed to maintain a safe and respectful virtual learning environment for all students. We recognize that some students may require additional support and accommodations, and our learning platform reflects a commitment to flexible and restorative practices. Disciplinary measures are always administered with an individualized and compassionate approach, taking into account the student's Individualized Education Plan (IEP) and any related considerations. We prioritize proactive strategies with the implementation of Positive Behavior Intervention Systems (PBIS) embedded in MTSS Tiered systems to ensure all students receive personalized behavior and social learning plans as needed.

In July- August 2024, Connect Academy staff will build a behavior matrix that will identify major and minor infractions and will develop an online referral system to alert administrative and counseling staff to trends. The matrix will identify a progressive discipline policy and restorative practices that will be clear to all stakeholders. Restorative practices will be employed to help students understand the impact of their actions while fostering a sense of responsibility and accountability.

A summary of Connect Academy policies is below:

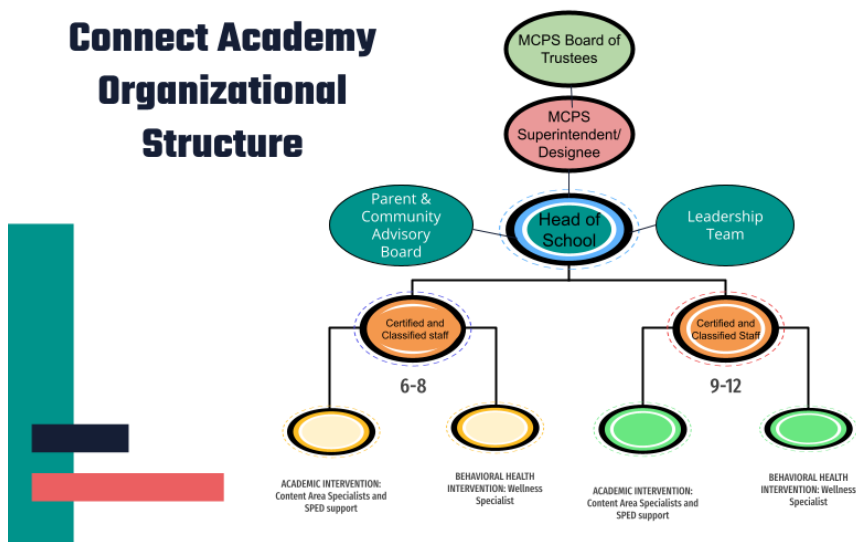
- Clear codes of conduct prohibiting cheating, cyberbullying, harassment, etc. Policies should delineate prohibited behaviors and consequences.
- Behavioral expectations communicated in student/parent handbooks. Students agree to codes of conduct upon enrollment.
- Teachers will be empowered to enforce netiquette and appropriate online behavior during live sessions and will be given the ability to mute or temporarily remove disruptive students.
- Special education students will have added protections and will be assured due process under IDEA before extended suspensions or expulsions.
- IEP teams will be included in discipline decisions to ensure policies account for disabilities and provide alternate means of correction.
- Connect Academy will comply with FERPA regarding student disciplinary records and data.

Clear policies, ongoing communication with staff/students/parents, and close coordination with IEP teams will help ensure discipline policies meet the needs of all students in an online environment.

# SCHOOL GOVERNANCE

9. Describe the public charter school’s organizational chart that clearly presents the proposed 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 external organizations that will play a role in managing the public charter school.

*Figure 7.0: Connect Academy Organizational Structure*



The Connect Academy will be governed by the MCPS Board of Trustees. Daily operations will be managed by the Head of School who will be supervised by the MCPS Superintendent or his designee. The Head of School will supervise and evaluate the following staff:

- Content Area Specialists/ Learning Navigators
- Special education staff
- Counselor
- Paraprofessionals

The Head of School will convene both a Parent and Community Advisory Committee and a School Leadership Committee by October 2024. Both Committees will meet at least quarterly and will provide feedback and guidance to the Head of School. These committees will also participate in an annual Comprehensive Needs Assessment that will guide the annual goal setting process for the Connect Academy.

Business and operations will be managed by the current MCPS leadership team and will continue to be supervised by the MCPS superintendent. Human Resources services and support will be provided by the MCPS HR department and curriculum and instructional support will be provided by the MCPS Academic and Community Services Department.

**10. Describe the roles and responsibilities of the governing board, the proposed leadership management team, and other entities shown in the organizational chart.**

The MCPS Board of Trustees will be the governing body of the Connect Academy. This board is subject to Montana state law and trustees are elected in May elections for three year terms. The MCPS Board of Trustees meets at least twice monthly and all meeting agendas are posted at least 48 hours in advance. All MCPS Board meetings are subject to open meeting laws and are televised by MCAT. The board has ultimate authority to set budgets, approve policy, and approve recommendations for hiring and firing staff.

**11. Provide a staffing chart for the public charter school’s first year and a staffing plan for the term of the public charter school.**

The staffing plan below anticipates 72 students in year 1. MCPS anticipates an increase in enrollment to reach a maximum of 175 students in years 4-5 which will increase the number of content area specialists at each level.

<b>Position</b>	<b>FTE Year 1-2</b>	<b>FTE Year 3-5</b>
Head of School	1.0	1.0
Middle School Content Specialists/Learning Navigators	2.0	3.0-4.0
High School Content Specialists/ Learning Navigators	2.0	3.0-4.0
MS/HS Counselor	1.0	1.0
Special Education Teacher	1.0	1.0
Paraprofessional Support	0	1.0
Secretarial/ Attendance Support	1.0	1.0
<b>Total Anticipated FTE</b>	<b>8 total</b>	<b>Up to 13 FTE</b>



**12. Detail the public charter school startup plan, identifying tasks, timelines, and responsible individuals.**

<b>Applicant: Missoula County Public Schools</b>		<b>Project Title: Connect Academy Charter School Application</b>
<b>Connect Academy Start Up Plan</b>		
<b>1.0: Student Enrollment Goals</b>		
<p><b>Goal 1.1:</b> By March 1, 2024, the Connect Academy will finalize course catalogs and projected FTE.  <b>Goal 1.2:</b> By April 1, 2024, the Connect Academy will open the enrollment process.  <b>Goal 1.3:</b> By August 15, 2024, Connect Academy students will have course schedules and at least one meeting scheduled with their personal learning navigator</p>		
<b>Strategies</b>	<b>Action/ Responsible</b>	<b>Timeframe: Milestones / Deliverables</b>
<b>Planning and Implementation</b>	<p><b>Responsible:</b>  MCSP Assistant Superintendents/  Head of School (HOS)</p>	<p><b><i>Finalize Course Catalogs</i></b></p> <hr/> <p><b>February 2024:</b> Finalize course catalog for middle and high school courses.  <b>Spring 2024:</b> HOS works with technology department to input courses into Infinite campus and create course selection forms for middle and high school students  <b>July -August 2024:</b></p> <ul style="list-style-type: none"> <li>• HOS ensures all Connect Academy students have an appointment scheduled with their personal learning navigator.</li> <li>• Students select courses</li> </ul> <p><b><i>Enroll Students</i></b></p> <hr/> <p><b>March-April 2024:</b></p> <ul style="list-style-type: none"> <li>• HOS works with assistant superintendents to develop enrollment process and procedures.</li> <li>• HOS works with the MCPS Communications staff to advertise this new statewide educational opportunity.</li> </ul> <p><b>April 1, 2024:</b> Enrollment Opens  <b>May 1, 2024:</b> Enrollment Closes  <b>May 2-15 2024:</b> Application review and enrollment lottery if applications exceed enrollment cap.  <b>May 25, 2024:</b> Families notified of enrollment decision including those on the waitlist  <b>June 1, 2024:</b> Families accept enrollment  <b>June 5, 2024:</b> Waitlist students notified if space is available</p> <p><b><i>Ongoing</i></b></p> <hr/> <p>MCPS Cabinet meets weekly to review progress toward charter goals and to make suggestions for continued improvement.</p>

		<i>Deliverables: Quarterly agendas and minutes, staffing plans, advertisements for job openings</i>
	<p>Communication Plan</p> <p><b>Responsible:</b> Head of School, Assistant Superintendents</p>	<p><b>January 2024:</b> Build and launch Connect Academy website.  <b>Feb-March 2024:</b> Build excitement for the launch- hold informative virtual and in person meetings, share social media advertisements, engage in radio and tv advertising  <b>April-May 2024:</b> Share enrollment packets and information statewide.  <b>June 1, 2024:</b> Notify families through email</p> <p><i>Deliverables: Public notices of meetings, copies of advertisements, updated website</i></p>

**2.0: Staffing Goals**

**Goal 2.1:** By June 2024, all Connect Academy certified staff will be hired.  
**Goal 2.2:** June 2024-August 2024, MCPS will provide professional development and instructional coaching to help teachers design instruction.  
**Goal 2.3:** By August 20, 2024, all Connect Academy certified staff will be hired

Strategies	Action/ Responsible	Timeframe: Milestones / Deliverables
<b>Planning and Implementation</b>	<p>MCPS Human Resources staff will work with Assistant Superintendents and Connect Academy leadership to hire a highly qualified staff.</p> <p><b>Responsible:</b> MCSP Assistant Superintendents/ Head of School (HOS)</p>	<p><b>Hire Head of School</b></p> <hr/> <p><b>January 2024:</b> Advertise for Head of School: A certified and licensed K-12 Administrator to oversee the Connect Academy  <b>February 2024:</b> Superintendent and designees recommend a candidate for HOS to the MCPS Board of Trustees  <b>Spring 2024:</b></p> <ul style="list-style-type: none"> <li>● HOS works with HR to advertise and hire all certified teaching positions</li> <li>● HOS works with assistant superintendents to advertise for and complete the student enrollment process.</li> <li>● HOS works with the technology department to ensure all virtual class platforms are prepared and courses are identified in Infinite Campus</li> <li>● HOS works with Academic and Community Schools Department to outline course objectives and content for all Connect Academy courses</li> </ul> <p><b>Summer 2024:</b> HOS works with the Academic and Community Services Department to ensure Connect Academy staff receive at least 12 hours of PIR to prepare for instruction.  <b>August 15, 2024:</b></p> <ul style="list-style-type: none"> <li>● HOS ensures all students have technology and materials needed to start school and ensures all students have had or scheduled at least one meeting with their learning Navigator.</li> <li>● HOS ensures all students can access their schedule in Infinite Campus</li> </ul>

		<p><b><i>Hire Certified Staff</i></b></p> <hr/> <p><b>March-April 2024:</b> HR advertises and recruits applicants for all CA certified positions  <b>June 1, 2024:</b> HOA works with assistant superintendents and HR to fill all certified positions  <b>Summer 2027:</b></p> <ul style="list-style-type: none"> <li>• All certified staff receive at least 12 hours of professional development to prepare for instruction.</li> <li>• HOA convenes the CA Student Assistance Team to begin reviewing student enrollment information to ensure all students have the academic and social supports they need to start the school year.</li> </ul> <p><b><i>Ongoing</i></b></p> <hr/> <p>MCPS Cabinet meets weekly to review progress toward charter goals and to make suggestions for continued improvement.</p> <p><i>Deliverables: Quarterly agendas and minutes, staffing plans, advertisements for job openings</i></p>
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**3.0: Governance Goals**

**Goal 3.1:** January 2024, Connect Academy Charter application approved by Montana Board of Public Education.

**Goal 3.2:** February 2024: MCPS Board of Trustees approves Connect Academy Charter and accompanying variances.

**Goal 2.2:** March -July 2024: MCPS purchases equipment, materials, and supplies for Connect Academy operations.

**Goal I 2.3:** By August 1, 2024 Connect Academy parent and student handbook complete.

Strategies	Action/ Responsible	Timeframe: Milestones / Deliverables
<p><b>Planning and Implementation</b></p>	<p>MCPS Human Resources staff will work with Assistant Superintendents and Connect Academy leadership to hire a highly qualified staff.</p> <p><b>Responsible:</b> MCSP Assistant Superintendents/</p>	<p><b><i>Gain Approvals</i></b></p> <hr/> <p><b>January 2024:</b> Connect Academy approved by Montana Board of Public Education  <b>February 2024:</b> MCPS Board of Trustees approves Connect Academy Charter with accompanying variances  <b>Spring 2024:</b> MCPS leadership team identifies contractors and service providers for Connect Academy infrastructure and ensures all privacy policies and data sharing practices are Board and State approved and meet all FERPA guidelines.</p> <p><b><i>Policies and Handbooks</i></b></p> <hr/> <p><b>March-July 2024:</b></p> <ul style="list-style-type: none"> <li>• HOS works with MCPS teams and Connect Academy stakeholders to develop and compile a comprehensive</li> </ul>

	<p>Head of School (HOS)</p>	<p>Connect Academy Student and Caregiver Handbook that at minimum includes academic requirements, grading policies, progressive discipline policies, codes of conduct, attendance policies, MTSS intervention systems, important contact info, school calendar and daily schedules.</p> <ul style="list-style-type: none"> <li>• HOS works with MCPS Leadership Team to write appendices for Connect Academy staff handbook to include at a minimum daily schedule, professional goal setting and observation systems, professional development expectations, and virtual duty schedules.</li> <li>• HOS works with MCPS District Crisis Team to plan and implement a Connect Academy Crisis team and clear crisis plan to include threat and suicide assessment protocols.</li> </ul> <p><b>August 1, 2024: Handbooks are distributed</b></p> <p><i>Ongoing</i></p> <hr/> <p><i>Deliverables: Final Handbook, Crisis Plan, Suicide and Threat Assessment Protocols</i></p>
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**13. Describe the plans for recruiting and developing school leadership and staff.**

MCPS will advertise for staff using the MCPS website. We also hold spring job fairs and post positions on Indeed. Candidates are screened or all applicants are interviewed. Once interviews are completed, the successful candidate is offered a job pending Board approval and a background check.

All newly hired teachers participate in a 3 day new teacher orientation program each August and all first year teachers are assigned a mentor teacher who meets with them at least monthly. Classified employees are provided onboarding and orientation specific to their position.

Ongoing, job embedded professional development opportunities are provided throughout the school year. MCPS also provides access to district instructional coaches for student centered coaching cycles that help staff improve planning and preparation and instructional delivery.

**14. Describe the proposed leadership and teacher employment policies, including performance evaluation plans.**

MCPS certified teachers fall under the Collective Bargaining Agreement (CBA). Within this document is a prescribed program for supervision and evaluation including goal conferences (fall and spring), pre-observation meetings, observations, post-observations meetings and a summative evaluation. Administrators are evaluated by their supervisors annually. including administrators and teachers set professional goals each fall with their direct supervisor. During this goal setting meeting, the supervisor confirms the evaluation schedule for the current school year and works with the staff member to schedule observations and follow up meetings. MCPS utilizes the Danielson Framework for Teaching to identify the goal setting domains and actionable steps for improvement. All

Non tenured staff and Tenured teachers in year 3 of the evaluation cycle will participate in a formal evaluation process which includes 3 formal observations and a final summative evaluation presented to the staff member before March 1 for non tenured staff and May 1 for tenured staff.

MCPS classified employee evaluation falls under the Collective Bargaining Agreement (CBA). In addition to annual evaluations, probationary employees receive a verbal conference within 3 months of hire and a formal written evaluation within the 6 month period.

**15. State the proposed governing bylaws.**

Connect Academy will be governed by all MCPS Board of Trustees policies and procedures. Policies and procedures can be found at the MCPS website (mcpsmt.org).

**16. Explain any partnerships or contractual relationships central to the operations and mission of the public charter school.**

Creating a statewide charter school will require the Connect Academy team to reach beyond the Missoula Community to build academic, CTE and health partnerships that will support our diverse student body. Learning Navigators will be tasked with outreach and relationship building in the communities of the students on their caseload. We will also leverage our existing partnerships to help us continue to provide a connected community program as well as to facilitate new partnerships to support our students. Here are some existing partners who are excited to support the new Connect Academy:

- Partnership Health Center
- Montana Department of Labor
- Montana Healthcare Foundation
- Missoula United Way
- City of Missoula
- University of Montana

**17. Provide the proposed calendar and sample daily schedule.**

In years 1-2, Connect Academy will align with the MCPS Board of Trustees approved High School Calendar. In Years 3-5, following research and recommendations by a CA scheduling committee that involve all stakeholders, Connect Academy will propose to the MCPS Board a more flexible calendar that accommodates a competency based learning model.

A sample MCPS School calendar can be found on the MCPS website (<https://www.mcpsmt.org/Page/1979>).

**Sample Middle School Daily Schedule**

*\*Most courses offered synchronously*

- ❖ Period 1: 8:00-8:50: Advisory (lead by Learning Navigators)
- ❖ Period 2: 9:00-9:50: ELA
- ❖ Period 3: 10:00-10:50: Math
- ❖ Period 4: 11:00-11:50: Science
- ❖ Period 5: 11:50-1:00 Lunch
- ❖ Period 6: 1:00-1:50 Social Studies
- ❖ Period 7: 2:00-2:50 Elective Option (Changes Quarterly)
- ❖ Open Office Hours for all courses: 3:00-4:00

## Sample High School Daily Schedule

*\*Combination of synchronous and asynchronous courses*

- ❖ Period 1: 8:00-8:50: M,W,F Advisory (lead by Learning Navigators), T/TH Academic Intervention
- ❖ Period 2: 9:00-9:50: Synchronous ELA
- ❖ Period 3: 10:00-10:50: Off
- ❖ Period 4: 11:00-11:50: Science or Social Studies
- ❖ Period 5: 11:50-1:00 Lunch
- ❖ Period 6: 1:00-1:50 Elective Option
- ❖ Period 7: 2:00-2:50 Work Based Learning or Internship
- ❖ Open Office Hours for all courses: 3:00-4:00
- ❖ Asynchronous Course: AP Statistics

DRAFT

# BUSINESS OPERATIONS

## **18. Describe plans for providing transportation, food service, and all other significant operational or ancillary services.**

### **Transportation**

Transportation for students attending Connect Academy will not be necessary as students are not physically present at a centralized building. Connect Academy will maintain a physical location at the MCPS District office campus to house administration and essential services. Connect Academy will work with McKinney Vento and Neglected and Delinquent grants to provide gas cards to students who need support accessing brick and mortar services.

### **Access to Technology**

Connect Academy will provide access to Chromebooks and wireless hotspots for all students enrolled. MCPS has an efficient Technology Department with the capacity to oversee access for this charter school. Connect Academy will ensure that all students have access to the necessary technology and internet connectivity and will work with staff and caregivers to address potential disparities in digital access within our community.

### **Family Resource Services**

Though Connect Academy does not contain a Family Resource Center, MOA's physical location is within the district's administration offices. Therefore, MCPS will leverage the District Liason's access to family resource offerings in order to make those services readily available to all MOA students. MCPS provides families with access to clothing, backpacks, school supplies, food and gas cards, headphones, and winter gear as needed. Our Liaison can also assist caregivers gain access to services such as housing support and medical access.

### **Food and Nutrition**

Students who participate in the Connect Academy will have access to a Grab and Go meal pickup (breakfast and lunch in one bag) at each of our MCPS school sites. We will also work with community partners across the state including local food banks to provide meal access for students outside the Missoula community. Meal prices, including free and reduced price options, will apply. Students who choose to participate will also be offered EmPower Packs, nutrition support for weekends, each Friday when they pick up their Grab and Go meal; similar partnerships will be sought in communities around the state to ensure students have access to nutritious meals on both school days and weekends.

## **19. Describe co curricular and extracurricular programs and how the programs will be funded and delivered.**

Connect Academy will offer student led clubs for students to identify topics that interest them. Virtual space will be allowed for these clubs to exist during the lunch block. Content specialists will also have the option to lead school clubs. Any school initiated or supported clubs will require parent permission for students to participate. These clubs will not be in addition to school hours and they will not have an allocated budget.

## **20. Describe the proposed financial plan and policies, including financial controls and audit requirements.**

- Revenue Sources - An online charter school is publicly funded and based on student enrollment and attendance. Other sources could include federal/state grants, philanthropy, fees for extra services.

- Personnel Expenses - Majority of budget will go to teachers, administrators, counselors, tutors and support staff. Consider costs for recruitment, professional development, evaluation, benefits and technology needs.
- Academics and Student Services - Expenses for learning software/platforms, curriculum materials, assessment tools, counseling services, special education services. Allocate for full range of student academic and developmental needs.
- Operations and Technology - Costs for software systems, networks, technical support staff, cybersecurity measures, student laptops/tablets, digital resources and high-speed broadband.
- Facilities - As an online school, facilities needs are lower but may still require office space, meeting rooms and storage.
- Financial Controls - Segregate transaction authorization, recording and reconciliation duties. Require multiple sign-offs for expenditures over certain thresholds. Inventory assets.
- Audits - authorizing agencies require annual audits.

**21. Describe the insurance coverage that will be obtained.**

- General Liability Insurance - Protects against claims of bodily injury, property damage, personal injury from operations and activities. Important for schools to manage liability risk.
- Directors and Officers (D&O) Liability Insurance - Covers legal costs and judgments against school directors and officers for their decisions and actions. Crucial for financial protection.
- Educators Legal Liability Insurance - Insures against allegations of errors, omissions or negligent acts in delivering educational services. Covers legal defense costs.
- Property Insurance - Covers loss or damage to school property due to events like fire, theft, vandalism, natural disasters. Includes coverage for laptops/tablets issued to students.
- Technology Errors and Omissions Insurance - Protects against claims arising from problems with educational software, portals, apps or platforms.
- Cyber Liability Insurance - Covers costs related to data breaches, hacking incidents or malicious cyber activities. Important given online environment.
- Workers Compensation Insurance - Provides coverage for injuries or illnesses related to school staff's work activities per state regulations.
- Student Accident Insurance - Optional injury coverage for enrolled students since they are not on premises. Can supplement family health insurance.

**22. Describe the startup and five-year budgets with clearly stated assumptions.**

Please see Exhibit A for the budgeting spreadsheets with year 1- 5 assumptions and funding sources

**23. Describe the startup and first year cash flow projections with clearly stated assumptions.**

Annual Operating Budget Worksheet				
DESCRIPTION	ASSUMPTIONS	AMOUNT	NUMBER	TOTAL
General	Assume a \$670,000 annual operating budget (all figures have been rounded for simplicity)	\$670,000	1	\$670,000.00



Number of Students	A total of at least 72 students 6th-12th grade. 72 is the minimum enrollment needed to “break even,” however, this charter school can accommodate up to 600 with the assumed staffing levels detailed below.	72	7 2	72
High School	At least 41 high school students	41	4 1	41
Middle School	At least 21 7th and 8th grade students	21	2 1	21
Elementary School	At least 10 6th grade students	10	1 0	10
Facility square footage	This is an online charter school and does not require a facility to house students. However, office space will be available for teaching staff and classroom space will be available for student support. These spaces are already available at existing MCPS sites.	N/A	0	0
Student teacher ratio	Student teacher ratios will be governed by the accreditation	1	1 5 0	150

	rules of Montana - not to exceed 30 students per period for a maximum of 5 periods per teacher			
Average teacher salary	The average teacher salary at MCPS is approximately \$68,000	\$68,000	1	\$68,000.00
<b>REVENUES</b>				
High School Basic entitlement \$343,483 Middle School Basic entitlement \$114,493	Assuming we meet our minimum enrollments of at least 41 high school students and 21 middle school students the charter school would be eligible for basic entitlement			
High School Basic Entitlement	High School Basic entitlement is \$343,483 assuming we have at least 41 students enrolled	\$343,483	1	\$343,483.00
Middle School Basic Entitlement	Middle School Basic entitlement is \$114,493 assuming we have at least 21 students enrolled	\$114,493	1	\$114,493.00
State ANB formula earnings High School	Assuming \$7634 per high school student - but this could change based on enrollments	\$7,634	4 1	\$312,994.00

	and degradation in the formula			
State ANB formula earnings Middle School	Assuming \$7634 per middle school student - but this could change based on enrollments and degradation in the formula	\$7,634	21	\$160,314.00
State ANB formula earnings Elementary School	Assuming \$5962 per 6th grade school student - but this could change based on enrollments and degradation in the formula	\$5,962	10	\$59,620.00
Quality Educator Payment	This assumes a quality educator payment for each certified staff member	\$3,673	6	\$22,038.00
Data for Achievement	Per ANB (74.36) is the ANB count and not the actual enrollment	\$23.58	74.36	\$1,753.41
At Risk Payment	Per student count and not the actual enrollment	\$28.88	75	\$2,166.00
Indian Education For All	Per ANB (74.36) is the ANB count and not the actual enrollment	\$24.63	74.36	\$1,831.49
American Indian Achievement Gap	\$242 per Native American Student but we won't know how many Native American students we will have	\$242	0	\$0.00

Applicable State Grants	Assuming we receive any state grant funding, the charter school will receive an equitable share on a per pupil basis	\$0	80	\$0.00
Applicable Federal Grants	Assuming we receive any federal Title or IDEA funding, the charter school will receive an equitable share on a per pupil basis	\$0	80	\$0.00
Local Tax Revenue	Assuming MCPS continues to pass overbase levies the charter school will be funded at 100% of maximum allowed budget	30%	80	\$0.00
Grants and Fundraising	No grants or additional fundraising are anticipated in year one.	\$0	0	\$0.00
Total Revenue				\$1,018,692.90
<b>EXPENDITURES</b>				
PERSONNEL				
Head of School	\$103,000 (prorated at .34 FTE) = \$34,000	\$103,000	1	\$103,000.00
Counselor	1 counselor for guidance and college and career readiness	\$68,000	1	\$68,000.00

Teachers	4 content area teachers + 1 special education teacher at average salary \$ 68,000	\$68,000	5	\$340,000.00
Para Professionals	None needed at this time	\$0	0	\$0.00
Clerical	One secretary	\$37,000	1	\$37,000.00
Nurse	None needed at this time	\$0	0	\$0.00
Custodial	Considered as part of our indirect costs	\$0	0	\$0.00
Fringe Benefits	17% of total salary expenditures	\$548,000	17%	\$93,160.00
Health Benefits	\$673 a month x 12 Months	\$8,076	7	\$56,532.00
Other	Assuming cell phones, mileage, travel reimbursement = \$1000 per person	\$1,000	7	\$7,000.00
Total Personnel			7	\$704,692.00

**INSTRUCTION**

Textbooks	Assume \$250 per student	\$250	72	\$18,000
Online curriculum	Assume 6 courses per student at \$150 per course on a variety of platforms to meet student needs	\$900	72	\$64,800
Classroom Paper and Supplies	Assume \$30 per student	\$30	72	\$2,160
Compute	Assume \$500	\$500	7	\$36,000

rs	per student		2	
Software	Assume \$100 per student	\$100	72	\$7,200
Field Trips		\$0	72	\$0
Instructional Equipment	Staff laptops \$800 each	\$800	7	\$5,600
Library and Media	Included in textbooks, online curriculum, supplies	\$0	0	\$0
Student Assessment	Assume \$50 per student	\$50	72	\$3,600
Classroom Furniture	Assume no furniture needed	\$0	0	\$0
Athletic Equipment	Assume no athletic equipment needed	\$0	0	\$0
Music Equipment	Assume no music equipment needed	\$0	0	\$0
Other	Hotspots, Internet Connectivity - assume \$70 per student average	\$70	72	\$5,040
Total Instruction				\$142,400
<b>SERVICES AND SUPPLIES</b>				
Office Supplies	\$250 per FTE	\$500	7	\$3,500.00
Office Furniture	No additional furniture needed	\$0	0	\$0.00
Book Keeping and Audit	Included in indirect cost rate calculated at 2.67% of our	\$0		\$0.00

	revenue			
Payroll Services	Included in indirect cost rate calculated at 2.67% of our revenue	\$0		\$0.00
Banking Fees	Included in indirect cost rate calculated at 2.67% of our revenue	\$0		\$0.00
Legal Services	Included in indirect cost rate calculated at 2.67% of our revenue	\$0		\$0.00
Liability and Property Insurance	Included in indirect cost rate calculated at 2.67% of our revenue	\$0		\$0.00
Staff Development	\$1000 per teacher	\$1,000	7	\$7,000.00
Travel	\$150 per teacher	\$150	7	\$1,050.00
Internet	Included in indirect cost rate calculated at 2.67% of our revenue	See indirect cost rate below		
Food Service	Included in indirect cost rate calculated at 2.67% of our revenue	See indirect cost rate below		
Transportation	Included in indirect cost rate calculated at 2.67% of our revenue	See indirect cost rate below		
Health Supplies	Included in indirect cost rate calculated at 2.67% of our revenue	See indirect cost rate below		
Pest Control	Included in indirect cost	See indirect cost rate		

	rate calculated at 2.67% of our revenue	below		
Janitorial Supplies	Included in indirect cost rate calculated at 2.67% of our revenue	See indirect cost rate below		
Waste Disposal	Included in indirect cost rate calculated at 2.67% of our revenue	See indirect cost rate below		
Indirect Costs	Estimated Revenue \$1,098,195 x 2.67% = \$29,321	\$1,018,674	2 . 9 7 %	\$30,254. 63
Total Services and Supplies				\$41,804. 63
<b>FACILITIES</b>				
Rent/Lease/Mortgage	MCPS will not need to budget for facilities for the online charter school	N/A		
Maintenance & Repair	MCPS will not need to budget for facilities for the online charter school	N/A		
Gas/Electric	MCPS will not need to budget for facilities for the online charter school	N/A		
Phone	MCPS will not need to budget for facilities for the online charter school	N/A		
Fire & Security	MCPS will not need to budget for facilities for the online	N/A		



	charter school		
Total Facilities			\$0.00
Total Revenue			\$1,018,692.90
Total Expenditures			\$888,896.63
Surplus (Deficit)			\$129,796.27

**24. Describe anticipated fundraising contributions and evidence, if applicable.**

At this time, the Connect Academy will be operating with adequate funding to support programs. The virtual option reduces facility and other brick and mortar costs which allows more flexibility within the budget.

**25. Describe the facilities plan, including backup or contingency plans.**

Connect Academy will be a virtual school- students will not attend in person. The MCPS District Administrative Campus has office and storage space to accommodate CA staff and supplies.

## COMMUNITY SUPPORT AND NEED

### **26. Describe the specific evidence of significant community support.**

Missoula County Public schools established the Missoula Online Academy (MOA) in 2020, in response to the community's urgent need to initiate distance learning. Although many students have returned to in-person instruction, the Covid-19 pandemic highlighted the need for, and benefit to, robust online learning options.

Online learning options have proven to be an essential option for students and families as evidenced by the extensive public comment received by the MCPS School Board. Students and families who have been part of the MOA community have regularly advocated for this online option to continue. As referenced earlier in the application, public comment has indicated the importance of the MOA to our students and families. Included comments expressed appreciation from parents for the versatility of the online school, and its value to the district's portfolio. Parents also highlighted that, for some students, online learning is the only viable option for academic opportunity given circumstances. Students expressed the mental health benefits of the online program and how the individualized learning setting builds responsibility and promotes accountability. In addition, MOA teachers described the online school as critical for meeting the needs of students that do not thrive in a traditional academic setting.

### **27. Describe the opportunities and expectations for parent involvement.**

Connect Academy will continue to emphasize MCPS's commitment to involving parents in the educational process, which can attract families who value active participation in their child's journey. Parents and guardians are expected to maintain regular communication with their student's teacher(s) and school administrators to stay informed about their child's progress and any school updates. Parents and guardians are expected to attend parent/teacher conferences, and need assessment meetings, and read all school newsletters. MCPS will encourage parents to actively engage their student to participate in school activities, extracurriculars, and events whether in person or virtual. Connect Academy will offer a parent workshop at the beginning of each semester to ensure parents and guardians receive education in online learning best practices, digital safety, and supporting students at home.

Connect Academy will also convene an advisory board composed of school stakeholders including parents and caregivers. This board will meet at least quarterly to ensure families are involved in goal setting and action planning for the Connect Academy.

Exhibit A: Annual Operating Budget and Start Up

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Exhibit B: 5 Year Projections

# PUBLIC CHARTER APPLICATION COVER PAGE

Check One:  New Public Charter under Existing Local School Board  New Public Charter

District Name of Public Charter School:

**TEACH Academy**

Local school district in which the public charter school will be physically located:

**Missoula County Public Schools District #1**

## Contact Information for the Governing Board Chair

Contact Person: Wilena Old Person Board Chair for MCPS  
Name Title

Contact Address: 909 South Avenue West, Missoula, MT 59803

Telephone Number: 406.728.2400

E-mail Address: woldperson@mcpsmt.org

## Contact Information for the Person Completing this Application

Contact Person: Micah Hill Superintendent  
Name Title

Contact Address: 909 South Avenue West, Missoula, MT 59803

Telephone Number: 406.728.2400

E-mail Address: mhill@mcpsmt.org

# PUBLIC CHARTER APPLICATION

Name of Public Charter School: TEACH Academy

Provide an executive summary with the general purpose and rationale for the creation of the public charter school.

*The TEACH Academy is an innovative public education approach that provides a flexible approach to demonstrating mastery for our youngest learners while also seeking solutions to the teacher shortage plaguing our state. By tackling these two issues in one charter school, we believe the results will be a passionate learning community that fosters creative and educational excellence for learners of all ages.*

Opening Date: August 2024                      Public Charter Term Length: 5 years

Grades to be served: Preschool-3

Minimum Enrollment Per Year: 72 students

Planned Enrollment Per Year: 72 students

Maximum Enrollment Per Year: 175 students by year 5

For each year of the public charter term, indicate the number of students the public charter school plans to serve in each grade.

	EL	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
<b>Year 1</b>	15*	20	40	20											80
<b>Year 2</b>	15	20	40	40	28										143
<b>Year 3</b>	15	20	40	40	85	85									205
<b>Year 4</b>	15	20	40	40	85	85	30								238
<b>Year 5</b>	15	40	40	40	85	85	30								258

\*Not considered in ANB or budget calculations for year 1

# ACADEMIC PROGRAM

## 1. State the public charter school's mission and vision and describe why this initiative is important to the community it will serve.

TEACH Academy, an MCPS Charter School, will be an integrated arts academy and CTE Aspiring Teacher pathway that will serve students in elementary grades while also providing internship opportunities for high school students and preservice teachers.

The **Mission**: TEACH Academy is dedicated to empowering Future Educators and Nurturing Creative Minds. This academy will seek to bridge the worlds of an arts integrated elementary school with an innovative approach to attracting pre-service teachers.

The TEACH Academy is committed to: **T**eaching **E**xcellence in the **A**rts and **C**reative **H**armony.

We **envision** a charter school committed to fostering an inclusive school community where elementary students benefit from a knowledge based, arts-integrated experience and pre-service teachers and high school students are inspired to join the profession.

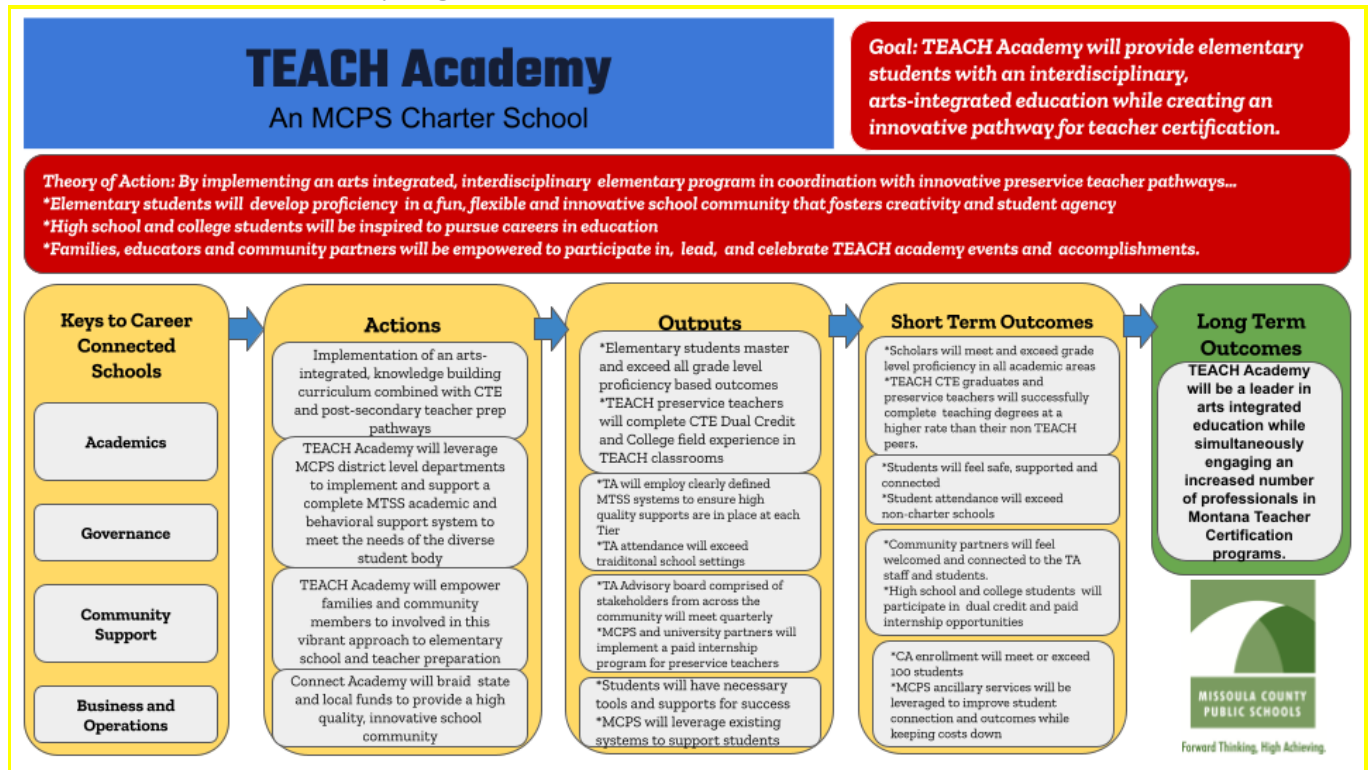
The TEACH Academy will engage elementary students in a high quality arts integrated learning experiences that ensure all students have access to:

- A high quality, knowledge building curriculum aligned to Montana Content Standards;
- Daily lessons that guarantee innovative and high impact teaching strategies to ensure engagement;
- Increased opportunities to demonstrate student creativity and deepen learning through immersion in arts integrated learning experiences;
- Empowering opportunities for caregivers to participate in classroom and family engagement events that promote creativity;
- A community of discourse and discussion where students are empowered to self assess, choose their learning evidence, and reach high levels of learning in a proficiency aligned model.

The TEACH Academy will empower rising educators and preservice teachers by partnering with the University of Montana College of Education to:

- Promote and create college pathways to encourage high school students explore the field of education;
- Create innovative solutions for paid internship opportunities including paraprofessional and support staff roles for high school students and preservice teachers seeking field experience hours;
- Connect aspiring educators to experts in the field of education to facilitative supportive and encouraging relationships for new educators;
- Collaborate with our university partners to create new, innovative, and paid internship opportunities to encourage more students to choose teaching as a career;
- Infuse arts integrated practices throughout the curriculum to ensure all learners, young and old, students feel free to grow their creativity.

**FIGURE 1.0: TEACH Academy Logic Model**



**Utilizing Innovation**

The TEACH Academy will start year 1 with at least one Early Literacy classroom (although his classroom will not count in ANB or staffing calculations until year 2), and up to four grade level classrooms. If we successfully fill these slots, the TEACH Academy will plan to accommodate additional students in each year of this 5-year charter.

This innovative model presents two solutions to our current educational challenges. First, student attendance and engagement has steadily declined since the pandemic. This is evidenced by MCPS chronic attendance percentages in elementary school. On average, 35% of our elementary students miss 10% or more of their school days. Additionally, student voice data indicates that many students are bored or disengaged in our classrooms and our assessment data confirms that as many as 40% of our students are not meeting grade level expectations.

Second, student enrollment in Teacher Preparation programs across Montana has been in decline for many years. This model is first intended to promote education as a dual credit CTE pathway by engaging high school students as interns in the TEACH Academy classrooms. By year 3 of this charter, it is hoped that MCPS will have developed a partnership with the university system to create paid internship opportunities for preservice teachers.

With an engaging approach to learning and a smaller teacher to student ratio due to the support of preservice educators, the TEACH academy will provide an exciting and creative school community that inspires our youth to be innovative and our young adults to choose this important profession.

**Ensuring Flexibility and Serving the Community**

Missoula has a reputation for being a supporter of the arts. From our art galleries to music venues, Missoula celebrates and encourages artistic expression throughout our community. In a 2022 nation-wide arts vibrancy index, Missoula was ranked in the top 10 for medium-sized cities based on arts providers and community and government support. (SMU DataArts)

Currently the SPARK Ignites Learning initiative ensures arts integrated experiences occur in our K-8 schools by providing both artist residencies and field trip experiences for all Missoula K-8 students. The TEACH academy would leverage this partnership as part of this new approach to augment a fully integrated arts curriculum for students and pre-service teachers. Students would still be taught the skills and content needed to be readers, mathematicians, and scientists, using engaging lessons but these lessons and assessment opportunities would include hands-on art strategies as tools for demonstrating mastery.

## **2. Identify the targeted student population and the community the public charter school proposes to serve.**

This TEACH Academy will be open to Montana residents in P-2 grades in year one with the goal to serve students in grades P-5 by the end of the 5-year charter. This innovative charter will cater to elementary students who are curious, creative and eager to demonstrate mastery of their learning with the promise of an arts integrated learning experiences and opportunities infused throughout the day. We anticipate a diverse and dynamic group of students will apply and the TEACH Academy will embrace all abilities and learning styles.

Simultaneously, the TEACH academy will welcome high school students and pre-service educators into the field. These aspiring educators represent a collaborative approach to teacher education with the dual hope of getting these individuals excited about teaching while equipping them with the tools and knowledge they need to engage students in their future classrooms.

## **3. Describe plans and timelines for student recruitment and enrollment, including lottery procedures.**

### **Recruitment**

In year one, the TEACH Academy aims to enroll up to 75 students in P-2 grade classrooms. By the end of the five year charter, the TEACH Academy has set the goal of at least one classroom per grade level, P-5. Student recruitment will be a comprehensive endeavor that involves engaging with prospective students and their families and utilizing advertising campaigns to highlight the unique educational opportunities and advantages our charter school offers. We will also recruit aspiring educators by working in partnership with our high schools to augment CTE Teacher Education Pathways with internship opportunities and with our University partners to find paid internship solutions to recruit potential teacher education candidates.

MCPS takes pride in our commitment to serving the community and therefore will conduct outreach to prospective families through various channels, such as community events, informative virtual and in person sessions, and partnerships with local and state organizations, all aimed at raising awareness about TEACH Academy. In addition to community engagement, we will employ targeted marketing strategies, both online and offline, to reach a wide range of potential students and preservice teachers. These efforts are designed to create a diverse and inclusive student body while ensuring that families are well-informed about our educational mission and innovative and personalized curriculum pathways.

### **Application Process**

The annual application process will be open each spring for Montana residents in grades P-2 (P-5 by year 5). We anticipate open enrollment for up to 75 students in year 1 with hopes to reach an enrollment goal of 100 students by year 5.



In year 1, the application process will be open from April 1- May 1, 2023. To apply, interested parents or guardians will submit applications within the specified enrollment period. From May 2-15, 2023, these applications will be carefully reviewed to ensure they meet all eligibility criteria, such as age and state residency requirements. If student enrollment exceeds the annual student capacity, a lottery will be conducted. This process will involve assigning each applicant a unique identification number and using a random selection method, to select students for available slots. Admission or lottery results will then be communicated to parents no later than May 25, 2023, and those who are selected will receive an enrollment offer with instructions on how to proceed with enrollment. Families will need to confirm enrollment by June 1, 2023. For those not selected in the initial lottery, the TEACH Academy will maintain waitlists as slots become available due to withdrawals or other factors. Throughout the entire process, transparency and adherence to established rules and timelines will be crucial to ensure an equitable and orderly enrollment system. All enrollment policies and timelines will be clearly communicated on the TEACH Academy website which will be created within two months of approval of this charter.

TEACH Academy will adhere to all state and federal laws in relation to school enrollment including students who qualify for McKinneyVento services and will not discriminate based on race, color, religion, or disability.

**4. Describe the public charter school’s academic program, specifically focusing on why it is innovative in your school district. Include plans to formally assess student achievement on an annual basis.**

Our innovative charter will offer core courses in ELA, math, science, social studies that meet all Montana elementary accreditation standards. The course content and instructional approaches will be infused with arts integrated learning experiences and assessment opportunities that grow student agency and ensure that students are adequately challenged and engaged throughout the school day.

The high school CTE pathway attached to the TEACH Academy will target rising educators by offering dual and concurrent credit courses, as well as CTE and internship credits. By the end of this charter, TEACH Academy will be a state leader in CTE Rising Educator Pathways.

For college level students, MCPS will work with our University partners to find solutions for creating paid field experience opportunities in the TEACH Academy. One way this may be accomplished is through the creation of flexible MCPS paraprofessional positions that double as credit bearing field experience opportunities. We believe that by adding paid internship opportunities while also exploring tuition assistance and waiver ideas, we will be able to increase the number of professionals choosing a career in Montana schools.

**Curriculum Aligned with Montana’s Academic Standards**

TEACH Academy is committed to offering an innovative curriculum aligned to Montana Content Standards. We understand that every student is unique, therefore our curriculum approach is designed to capture student creativity and grow their desire to learn.

The TEACH academy will use an interdisciplinary knowledge building curriculum that will ensure students receive the structured phonics and foundational reading and math skills they need to be readers, mathematicians and scientists while also growing their vocabulary, background knowledge and creativity. This integrated approach will set this charter apart from our non-charter schools as traditional MCPS schools use skill based curriculum design delivered through a subject specific approach. Additionally, arts integrated classrooms provide more opportunities for active and movement based lessons that are designed to increase student engagement and motivation.

### Meets the Indian Ed For All Mandate

MCPS is committed to meeting our Montana Constitutional requirement to provide Indian Education for All educational and cultural experiences for TEACH Academy students. Our MCPS Native American Services department will work directly with TEACH Academy staff to design and implement lessons that incorporate IEFA standards and content throughout the school year in all courses. The NASS student specialists will also work with the TA Student Assistance Team to identify and support Native American students who may be at-risk by arranging regular meetings with students and families and by connecting families to cultural opportunities in our community. Additionally, MCPS' adopted curriculum scope and sequence requires all 4th grade students to participate in Montana History and Tribal Studies as core curriculum.

### Planning and Preparation

TEACH Academy will align with MCPS professional goal setting systems by utilizing the Danielson Framework for Teaching (2021) and accompanying rubrics as a professional goal setting and reflection tool. This tool will help the Head of School collaborate with both contracted and preservice teachers to ensure high quality instruction in all content areas.

MCPS is also in the first year of a three year implementation plan based on the lesson design and instructional strategies found in the Teacher Clarity Playbook (Fisher, Fry, & Almadore, 2019). The Teacher Clarity Playbook is based on the Visible Learning research done by Dr. John Hattie which includes meta-analyses of education research to identify teaching practices and conditions that have the biggest impact on student learning. Effect sizes above .4 are most likely to have the greatest impact on student learning; Teacher Clarity has an effect size of .85 whereas student retention has an effect size of -.32. By making learning visible to students, students can take charge of their own learning to identify what they are learning (learning intentions), why it is important (relevance), and how they will know they are successful (success criteria and formative assessments).

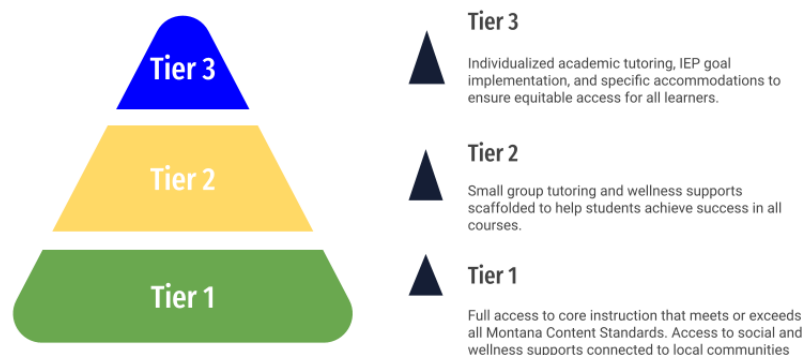
MCPS uses the Montana Content Standards to identify priority standards for each content area. Priority standards guide the skills and content taught to students in a carefully designed scope and sequence. These priority standards also have an accompanying proficiency scale to identify what proficiency looks like for each standard. The MCPS Academic Department will support TEACH Academy teachers to align their knowledge based curriculum materials to the MCPS priority standards and proficiency scales. This will ensure the TEACH Academy students and MCPS Elementary schools will remain aligned to the same high expectations.

### MTSS Systems to Support All Learners

FIGURE 2.0: MTSS Tiered Systems

Multi Tiered Systems of Support (MTSS) (Figure 2.0) braids the strong research base of Response to Intervention systems (RTI Effect Size=1.29) with Positive Behavioral Interventions and

### **MTSS Academic Supports**



Supports (PBIS Effect Size= .62) to implement a comprehensive academic and behavioral tiered system designed to be responsive and meet the needs of students and families. Clear MTSS systems are essential for identifying and addressing students' academic deficiencies and/or weaknesses so as to encourage constant student growth and achievement.

MTSS systems require regular data analysis protocols and feedback systems that enable educators to tailor instruction, design interventions, identify areas for curriculum enhancement, and track student learning. As part of the MTSS system, TEACH Academy will convene a Student Assistance Team (SAT) that meets at least twice per month to review progress monitoring data in order to quickly identify students in need of support beyond Tier 1 and to ensure behavioral and academic interventions at Tiers 2-3 are meeting student needs.

### **Comprehensive Assessment Systems**

A comprehensive assessment system, an essential component of a strong MTSS System, ensures transparency, accountability, and equality. MCPS is committed to maintaining a robust and formal assessment system that ensures academic excellence and continuous improvement across all districts including our new charter district.

The TEACH Academy system will integrate a variety of assessment methods, including Tier 1 benchmark assessments administered 3 times per year; formative and summative assessments throughout course work; required standardized testing including the NAEP, MAST, performance-based assessments, and portfolio evaluations to complement summative course assessments. In addition to Tier 1 benchmark assessments, diagnostic assessment tools are included in the system to ensure Tier 2 and 3 interventions are matched to student need and are administered in 3-6 week cycles to ensure students are not tracked into a group but flexibly grouped to receive intervention and/or enrichment that is skill based, flexible, and responsive.

The TEACH Academy formal assessment system (benchmarking, progress monitoring, and summative assessments) will align with MCPS systems. Our screening system will include ELA and Math screening tools at least three times per year as well as regular progress monitoring and diagnostic assessment tools aligned to MCPS assessment systems. MCPS Schools currently use the STAR assessment system for benchmarking and progress monitoring and a number of Tier 2-3 diagnostic and computer assisted learning tools for both ELA and Math interventions and progress monitoring.

In fall 2023, MCPS is engaging in an assessment review to ensure our assessment systems are predictive of student success, aligned to Montana Content Standards, drive instructional planning, and provide actionable and useful feedback to students, teachers, and caregivers. The review will include planning specific to the MCPS Charter School Assessment systems with the hopes to share resources across MCPS systems to leverage lower costs, share professional development, and provide for comparative data analysis across districts. Teachers, school leaders, and community members including caregivers will be invited to participate; we will also do specific outreach to include potential Charter families for input. By spring 2024, MCPS will complete a 5-year assessment system implementation plan for all MCPS districts.

### **A Commitment to Innovation and Flexibility**

TEACH Academy intends to be a leader in both arts education and teacher preparation with a commitment to flexibility and innovation, including but not limited to:

- responsive MTSS systems,
- challenging courses,
- arts integrated experiences,
- increased access to CTE Education pathways.

### **Responsive Systems**

TEACH Academy will implement a strong MTSS system to ensure both academic and behavioral health needs are quickly identified and responsive supports are initiated in a flexible and timely fashion. In addition to academic support, TEACH Academy staff will work with community providers across Missoula to ensure students are connected to the health and wellness resources in Missoula. The MCPS Families in Transition Liaison will meet regularly with the TEACH Academy Student Assistance Team to ensure students in transition always have the resources they need to succeed in school.

Special education services will be provided by a licensed special educator and students with IEP's will have access to MCPS related service providers such as speech and OT. As part of the MTSS system, students who are not responding to tiered interventions can be referred by the TEACH Academy SAT team for a comprehensive special education evaluation.

### **Challenging Courses and Arts Integrated Experiences**

TEACH Academy will offer a rigorous, knowledge building curriculum that includes advanced opportunities for arts integration. High standards will be set for student performance and creativity. TEACH Academy will encourage critical thinking, experimentation, and inquiry-based learning. The academy will foster collaborative work environments and will challenge students to adapt to different creative processes. According to John Hattie's research, creativity programs have an effect size of .62.

This charter will leverage creative teaching methods to nurture the artistic talents and academic excellence of the students. The charter school will utilize a multidisciplinary approach that will integrate various art forms into the core curriculum, fostering creativity and critical thinking. By integrating arts into lessons, the content will be more engaging and accessible, promoting better understanding. Visual arts, music, drama, and other creative elements will be used to clarify complex concepts, making them more relatable and memorable for students.

### **College and Career Pathways**

TEACH Academy students will provide a strong and reliable CTE pathway for aspiring educators. High School Counselors and the TEACH Head of School (HOS) will work with high school students to identify credit-bearing work-based learning and college credit opportunities that will accelerate their education degrees in college.

## **5. Describe any variances to existing standards that the public charter school requires to enhance educational opportunities.**

The TEACH Academy may seek the following variances from traditional public school standards to better facilitate in-person learning:

- Flexibility in teacher certification requirements - To recruit highly qualified content area experts to fill the TEACH Academy certified positions, variances may be sought through the TEACH Act for alternate or provisional certification routes to licensure. This is especially true for hiring special education teachers which has proven to be a challenge since the pandemic.
- Librarians: Charter academy will partner with MCPS non charter school librarians and the public library to provide check out of physical books, digital learning resources, ebooks, databases, and online literacy tools. These can be managed by classroom teachers through collaboration with district and community staff rather than requiring a dedicated librarian role.
- Reporting requirement adjustments - Modifications may be sought for things like class size as this model will support a higher teacher to student ratio as part of the CTE pathways and university partnerships.

Any variances sought for the TEACH Academy would aim to enhance the charter schools' ability to provide innovative and flexible education models while ensuring accountability to state and local policies and laws.

**6. Describe the instructional design, including the type of learning environment, class size and structure, curriculum overview, and teaching methods.**

TEACH Academy plans to foster a school community where elementary students benefit from arts integrated learning while pre-service teachers and high school students embark on a transformative experience in teacher education. The sections below detail our starting point as well as the long term vision for the Academy.

**Learning Environment**

The TEACH Academy will initiate a school schedule that will mirror the MCPS elementary school calendar. Involved high school students will work with their school counselor to identify the times of day they will participate in TEACH internships and coursework.

**Class Size and Structure**

We anticipate class sizes will be at or below state accreditation levels, however, as enrollment grows over the term of this charter, we may seek to exceed accreditation standards in some classrooms due to the increased ratio of adults to students from the aspiring education pathways.

All classes will use structured lesson design informed by the Teacher Clarity Playbook. This includes designing all lessons with clear learning intentions and success criteria that are visible to students. Throughout the units of learning, students should be able to answer the questions:

- What am I learning? (ES .48)
- Why am I learning this? (ES .46)
- How will I know I am successful? (ES .68)

This approach to lesson design and implementation is often referred to as “visible learning” because it makes learning visible to students and allows students to take ownership of their own success. It is further designed to facilitate the development and implementation of competency based learning systems.

**TEACH Curriculum**

The TEACH Academy curriculum will align with state and/or national content standards across all subjects. Courses will be guided by MCPS priority standards in each content area and knowledge building curriculum materials will be provided to facilitate learning.

**Teaching Methods**

MCPS has been operating elementary schools since 1916. We have traditionally found success with instructional models that are skill based, content specific, and focused on the Montana Content Standards. In this charter school, however, we plan to grow that success by implementing an interdisciplinary, knowledge building curriculum that gets students and teachers excited about learning. We believe this approach will allow us to provide a:

- Student-centered approach tailored to different learning styles.
- Teachers who serve as guides and facilitators provide choice and opportunity in learning methods that will grow creativity and student agency.
- Focus on developing student independence, self-motivation, and time management
- Use of data and learning analytics to personalize instruction and interventions.

- Ongoing parent/teacher communication through parent/teacher conferences, monthly class newsletters and a weekly TEACH Academy newsletter sent to all students and caregivers.

**7. Describe plans for identifying and successfully serving students with disabilities, students who are English Language Learners, students who are academically challenged, and gifted students, including compliance with applicable laws and regulations.**

TEACH Academy will meet all state and federal legal requirements for student services including serving students with disabilities, English language learners, and students with diverse learning needs. As part of the MCPS school system, the TEACH Academy will have access to a wide range of experts and support services for students. MCPS currently provides district level support for special education students, English Language Learners, Gifted Education, Native American Student Services, Curriculum and Assessment, and Tier 2-3 Interventions; these important services will be extended to the TEACH Academy.

The TEACH Academy will employ or contract to provide the following staff:

- Certified Teachers for each K-5 classroom
- Certified special education teacher
- ELL teachers and/or tutors as needed
- School Counselor
- Head of School to oversee compliance with laws and regulations and ensure services are provided to students and families

MCPS is also committed to providing all TEACH Academy employees ongoing, job embedded professional development in high impact instructional methods, arts integration, and competency based learning. This PD approach will include opportunities for certified staff to access district level instructional coaching and curriculum support.

In addition to providing staffing and PD to support diverse student needs, MCPS will ensure the TEACH Academy has the following structural supports and policies:

- Strong MTSS systems with a Student Assistance Team that screens and identifies students with disabilities upon enrollment and throughout the school year. Conduct thorough evaluations and convene IEP teams to determine eligibility services and accommodations.
- Modifications and assistive technology for students with disabilities per their IEPs. Examples: extended time, text-to-speech, speech-to-text, closed captioning.
- Qualified ELL teachers/tutors for small group and 1-on-1 instruction. Monitor progress with annual WIDA assessment.
- Tiered interventions like tutoring, remedial courses, behavior improvement plans, counseling, and progress monitoring.
- Enrichment programs, accelerated course options, and dual enrollment opportunities.
- Communication with families in their primary language. Providing interpreters and translated materials as necessary.
- Document all evaluation and service procedures. Maintain detailed student records demonstrating legal compliance.
- Engage oversight from MCPS district leadership and participate in MCPS independent audits to ensure adherence to laws and regulations.

## **8. Describe student discipline policies, including those for special education students.**

TEACH Academy's discipline policy is designed to maintain a safe and respectful learning environment for all students. We recognize that some students may require additional support and accommodations, and our learning environment reflects a commitment to flexible and restorative practices. Disciplinary measures are always administered with an individualized and compassionate approach, taking into account the student's Individualized Education Plan (IEP) and any related considerations. We prioritize proactive strategies with the implementation of Positive Behavior Intervention Systems (PBIS) embedded in MTSS Tiered systems to ensure all students receive personalized behavior and social learning plans as needed.

In July- August 2024, TEACH Academy staff will build a behavior matrix that will identify major and minor infractions and will develop an online referral system to alert administrative and counseling staff to trends. The matrix will identify a progressive discipline policy that will be clear to all stakeholders. Restorative practices will also be employed to help students understand the impact of their actions while fostering a sense of responsibility and accountability.

A summary of TEACH Academy policies is below:

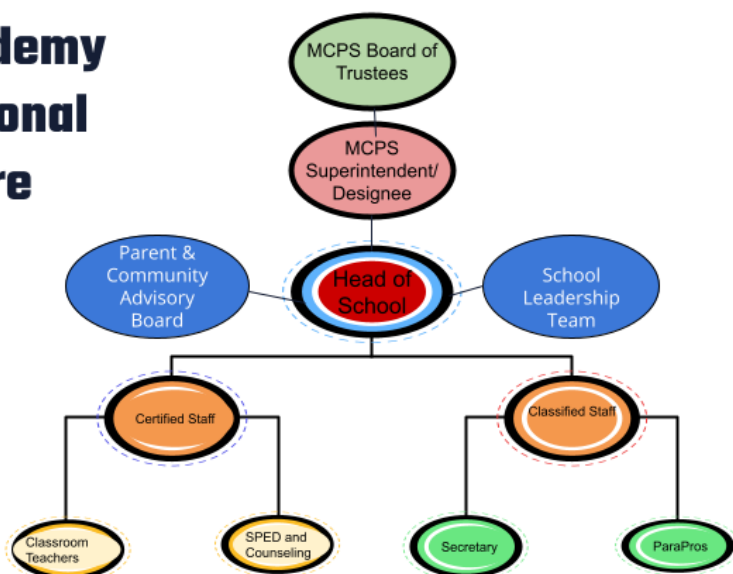
- Clear codes of conduct prohibiting bullying/cyberbullying, harassment, etc. Policies should delineate prohibited behaviors and consequences.
- Behavioral expectations communicated in student/parent handbooks. Students agree to codes of conduct upon enrollment.
- Special education students will have added protections and will be assured due process under IDEA before extended suspensions or expulsions.
- IEP teams will be included in discipline decisions to ensure policies account for disabilities and provide alternate means of correction.
- TEACH Academy will comply with FERPA regarding student disciplinary records and data.

Clear policies, ongoing communication with staff/students/parents, and close coordination with IEP teams will help ensure discipline policies meet the needs of all students in an online environment.

# SCHOOL GOVERNANCE

9. Describe the public charter school’s organizational chart that clearly presents the proposed 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 external organizations that will play a role in managing the public charter school.

## TEACH Academy Organizational Structure



The TEACH Academy will be governed by the MCPS Board of Trustees. Daily operations will be managed by the Head of School who will be supervised by the MCPS Superintendent or his designee. The Head of School will supervise and evaluate the following staff:

- Classroom teachers
- Special education staff
- Counselor
- Paraprofessionals
- Secretary

The Head of School will convene both a Parent and Community Advisory Committee and a School Leadership Committee by October 2024. Both Committees will meet at least quarterly and will provide feedback and guidance to the Head of School. These committees will also participate in an annual Comprehensive Needs Assessment that will guide the annual goal setting process for the TEACH Academy.

Business and operations will be managed by the current MCPS leadership team and will continue to be supervised by the MCPS superintendent. Human Resources services and support will be provided by the MCPS HR department and curriculum and instructional support will be provided by the MCPS Academic and Community Services Department.



**10. Describe the roles and responsibilities of the governing board, the proposed leadership management team, and other entities shown in the organizational chart.**

The MCPS Board of Trustees will be the governing body of the TEACH Academy. This board is subject to Montana state law and trustees are elected in May elections for three year terms. The MCPS Board of Trustees meets at least twice monthly and all meeting agendas are posted at least 48 hours in advance. All MCPS Board meetings are subject to open meeting laws and are televised by MCAT. The board has ultimate authority to set budgets, approve policy, and approve recommendations for hiring and firing staff.

**11. Provide a staffing chart for the public charter school’s first year and a staffing plan for the term of the public charter school.**

The staffing plan below anticipates 80 students in year 1. MCPS anticipates an increase in enrollment to reach a maximum of 260 students in years 4-5 which will increase the number of content area specialists.

<b>Position</b>	<b>FTE Year 1-2</b>	<b>FTE Year 5</b>
Head of School	.5	1.0
Elementary School Classroom teachers	4.0	12.0
Elementary School Counselor	.5	1.0
Special Education Teacher	.5	1.0
Paraprofessional Support	1.0	2.0
Secretarial/ Attendance Support	.5	1.0
<b>Total Anticipated FTE</b>	<b>7 total</b>	<b>18 FTE</b>

**12. Detail the public charter school startup plan, identifying tasks, timelines, and responsible individuals.**

<b>Applicant: Missoula County Public Schools</b>		<b>Project Title: TEACH Academy Charter School Application</b>
<b>TEACH Academy Start Up Plan</b>		
<b>1.0: Student Enrollment Goals</b>		
<p><b>Goal 1.1:</b> By March 1, 2024, the TEACH Academy will finalize curriculum and projected FTE.  <b>Goal 1.2:</b> By April 1, 2024, the TEACH Academy will plan for facility uses.  <b>Goal 1.3:</b> By August 15, 2024, TEACH Academy students will have assigned teachers</p>		
<b>Strategies</b>	<b>Action/ Responsible</b>	<b>Timeframe: Milestones / Deliverables</b>
<b>Planning and Implementation</b>	<p><b>Responsible:</b>  MCSP Assistant Superintendents/  Head of School (HOS)</p>	<p><b><i>Finalize Course Catalogs</i></b></p> <hr/> <p><b>February 2024:</b> Finalize knowledge building curriculum (choosing from a free, open source curriculum)  <b>Spring 2024:</b> HOS works with Assistant Superintendents to plan for facility use/location  <b>July -August 2024:</b></p> <ul style="list-style-type: none"> <li>● HOS ensures all TEACH Academy families have been contacted and notified of school calendar and policies</li> <li>● Students are assigned teachers</li> </ul> <p><b><i>Enroll Students</i></b></p> <hr/> <p><b>March-April 2024:</b></p> <ul style="list-style-type: none"> <li>● HOS works with assistant superintendents to develop enrollment process and procedures.</li> <li>● HOS works with the MCPS Communications staff to advertise this new educational opportunity.</li> </ul> <p><b>April 1, 2024:</b> Enrollment Opens  <b>May 1, 2024:</b> Enrollment Closes  <b>May 2-15 2024:</b> Application review and enrollment lottery if applications exceed enrollment cap.  <b>May 25, 2024:</b> Families notified of enrollment decision including those on the waitlist  <b>June 1, 2024:</b> Families accept enrollment  <b>June 5, 2024:</b> Waitlist students notified if space is available</p> <p><b><i>Ongoing</i></b></p> <hr/> <p>MCPS Cabinet meets weekly to review progress toward charter goals and to make suggestions for continued improvement.</p> <p><i>Deliverables: Quarterly agendas and minutes, staffing plans, advertisements for job openings</i></p>

	<p>Communication Plan</p> <p><b>Responsible:</b> Head of School, Assistant Superintendents</p>	<p><b>January 2024:</b> Build and launch TEACH Academy website.  <b>Feb-March 2024:</b> Build excitement for the launch- hold informative virtual and in person meetings, share social media advertisements, engage in radio and tv advertising  <b>April-May 2024:</b> Share enrollment packets and information.  <b>June 1, 2024:</b> Notify families through email</p> <p><i>Deliverables: Public notices of meetings, copies of advertisements, updated website</i></p>
<p><b>2.0: Staffing Goals</b></p> <p><b>Goal 2.1:</b> By June 2024, all TEACH Academy certified staff will be hired.  <b>Goal 2.2:</b> June 2024-August 2024, MCPS will provide professional development and instructional coaching, including arts integrated coaching, to help teachers design instruction.  <b>Goal 2.3:</b> By August 20, 2024, all TEACH Academy certified staff will be hired</p>		
Strategies	Action/ Responsible	Timeframe: Milestones / Deliverables
<p><b>Planning and Implementation</b></p>	<p>MCPS Human Resources staff will work with Assistant Superintendents and TEACH Academy leadership to hire a highly qualified staff.</p> <p><b>Responsible:</b> MCSP Assistant Superintendents/ Head of School (HOS)</p>	<p><b><i>Hire Head of School</i></b></p> <hr/> <p><b>January 2024:</b> Advertise for Head of School: A certified and licensed K-12 Administrator to oversee the TEACH Academy  <b>February 2024:</b> Superintendent and designees recommend a candidate for HOS to the MCPS Board of Trustees  <b>Spring 2024:</b></p> <ul style="list-style-type: none"> <li>● HOS works with HR to advertise and hire all certified teaching positions</li> <li>● HOS works with assistant superintendents to advertise for and complete the student enrollment process.</li> <li>● HOS works with the facilities department to ensure all classroom settings are prepared</li> <li>● HOS works with Academic and Community Schools Department to outline course objectives and content for all TEACH Academy courses</li> </ul> <p><b>Summer 2024:</b> HOS works with the Academic and Community Services Department to ensure TEACH Academy staff receive at least 12 hours of PIR to prepare for instruction.  <b>August 15, 2024:</b></p> <ul style="list-style-type: none"> <li>● HOS ensures all students have materials needed to start school on the first day and ensures all students have had or scheduled at least one meeting with their School Counselor.</li> <li>● HOS ensures all students can access their schedule</li> </ul> <p><b><i>Hire Certified Staff</i></b></p> <hr/> <p><b>March-April 2024:</b> HR advertises and recruits applicants for all CA certified positions  <b>June 1, 2024:</b> HOA works with assistant superintendents and HR to fill all certified positions  <b>Summer 2027:</b></p>

		<ul style="list-style-type: none"> <li>• All certified staff receive at least 12 hours of professional development to prepare for instruction.</li> <li>• HOA convenes the CA Student Assistance Team to begin reviewing student enrollment information to ensure all students have the academic and social supports they need to start the school year.</li> </ul> <p><b>Ongoing</b></p> <hr/> <p>MCPS Cabinet meets weekly to review progress toward charter goals and to make suggestions for continued improvement.</p> <p><i>Deliverables: Quarterly agendas and minutes, staffing plans, advertisements for job openings</i></p>
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**3.0: Governance Goals**

**Goal 3.1:** January 2024, TEACH Academy Charter application approved by Montana Board of Public Education.

**Goal 3.2:** February 2024: MCPS Board of Trustees approves TEACH Academy Charter and accompanying variances.

**Goal 2.2:** March -July 2024: MCPS purchases equipment, materials, and supplies for TEACH Academy operations.

**Goal I 2.3:** By August 1, 2024 TEACH Academy parent and student handbook complete.

Strategies	Action/ Responsible	Timeframe: Milestones / Deliverables
<p><b>Planning and Implementation</b></p>	<p>MCPS Human Resources staff will work with Assistant Superintendents and TEACH Academy leadership to hire a highly qualified staff.</p> <p><b>Responsible:</b> MCSP Assistant Superintendents/ Head of School (HOS)</p>	<p><b>Gain Approvals</b></p> <hr/> <p><b>January 2024:</b> TEACH Academy approved by Montana Board of Public Education</p> <p><b>February 2024:</b> MCPS Board of Trustees approves TEACH Academy Charter with accompanying variances</p> <p><b>Spring 2024:</b> MCPS leadership team identifies facilities, contractors and service providers for TEACH Academy infrastructure and ensures all privacy policies and data sharing practices are Board and State approved and meet all FERPA guidelines.</p> <p><b>Policies and Handbooks</b></p> <hr/> <p><b>March-July 2024:</b></p> <ul style="list-style-type: none"> <li>• HOS works with MCPS teams and TEACH Academy stakeholders to develop and compile a comprehensive TEACH Academy Student and Caregiver Handbook that at minimum includes academic requirements, grading policies, progressive discipline policies, codes of conduct, attendance policies, MTSS intervention systems, important contact info, school calendar and daily schedules.</li> <li>• HOS works with MCPS Leadership Team to write appendices for TEACH Academy staff handbook to include at a minimum daily schedule, professional goal setting and</li> </ul>

		<p>observation systems, professional development expectations, and virtual duty schedules.</p> <ul style="list-style-type: none"> <li>• HOS works with MCPS District Crisis Team to plan and implement a TEACH Academy Crisis team and clear crisis plan to include threat and suicide assessment protocols.</li> </ul> <p><b>August 1, 2024: Handbooks are distributed</b></p> <p><b><i>Ongoing</i></b></p> <hr/> <p><i>Deliverables: Final Handbook, Crisis Plan, Suicide and Threat Assessment Protocols</i></p>
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**13. Describe the plans for recruiting and developing school leadership and staff.**

MCPS will advertise for staff using the MCPS website. We also hold spring job fairs and post positions on Indeed. Candidates are screened or all applicants are interviewed. Once interviews are completed, the successful candidate is offered a job pending Board approval and a background check.

All newly hired teachers participate in a 3 day new teacher orientation program each August and all first year teachers are assigned a mentor teacher who meets with them at least monthly. Classified employees are provided onboarding and orientation specific to their position.

Ongoing, job embedded professional development opportunities are provided throughout the school year. MCPS also provides access to district instructional coaches for student centered coaching cycles that help staff improve planning and preparation and instructional delivery.

**14. Describe the proposed leadership and teacher employment policies, including performance evaluation plans.**

MCPS certified teachers fall under the Collective Bargaining Agreement (CBA). Within this document is a prescribed program for supervision and evaluation including goal conferences (fall and spring), pre-observation meetings, observations, post-observations meetings and a summative evaluation. Administrators are evaluated by their supervisors annually. including administrators and teachers set professional goals each fall with their direct supervisor. During this goal setting meeting, the supervisor confirms the evaluation schedule for the current school year and works with the staff member to schedule observations and follow up meetings. MCPS utilizes the Danielson Framework for Teaching to identify the goal setting domains and actionable steps for improvement. All Non tenured staff and Tenured teachers in year 3 of the evaluation cycle will participate in a formal evaluation process which includes 3 formal observations and a final summative evaluation presented to the staff member before March 1 for non tenured staff and May 1 for tenured staff.

MCPS classified employee evaluation falls under the Collective Bargaining Agreement (CBA). In addition to annual evaluations, probationary employees receive a verbal conference within 3 months of hire and a formal written evaluation within the 6 month period.

**15. State the proposed governing bylaws.**

Connect Academy will be governed by all MCPS Board of Trustees policies and procedures. Policies and procedures can be found at the MCPS website (mcpsmt.org).

**16. Explain any partnerships or contractual relationships central to the operations and mission of the public charter school.**

Creating an integrated arts integrated school and teacher education pathway will require the TEACH Academy team to develop community partnerships in order to build a robust learning environment. The Head of School will be tasked with outreach to secure grants and philanthropic funding sources to advance the arts programming. Here are some existing partners who are excited to support the new TEACH Academy:

- Partnership Health Center
- SPARK! Arts Missoula
- Montana Healthcare Foundation
- Missoula United Way
- City of Missoula
- University of Montana

**17. Provide the proposed calendar and sample daily schedule.**

In years 1-2, Connect Academy will align with the MCPS Board of Trustees approved High School Calendar. In Years 3-5, following research and recommendations by a CA scheduling committee that involve all stakeholders, Connect Academy will propose to the MCPS Board a more flexible calendar that accommodates a competency based learning model.

A sample MCPS School calendar can be found on the MCPS website (<https://www.mcpsmt.org/Page/1979>).

**Sample PK-3 School Schedule**

- ❖ 8:30 Breakfast and Opening class meeting (Breakfast in the classroom)
- ❖ 8:45-10:00 Integrated ELA and Social Studies
- ❖ 10:00-10:20 AM Recess
- ❖ 10:20-11:20 Integrated ELA continued
- ❖ 11:30-12:20 Lunch/Recess
- ❖ 12:20-1:50 Integrated Math and Science
- ❖ 1:50-2:05: PM Recess
- ❖ 2:05-2:45 Integrated Math and Science continues
- ❖ 2:45-3:15 Elective (Rotates by trimester: Band, PE, Library)
- ❖ 3:15-3:30 Closing class meeting and dismissal

## **BUSINESS OPERATIONS**

**18. Describe plans for providing transportation, food service, and all other significant operational or ancillary services.**

## **Transportation**

The Superintendent's designee is responsible for scheduling bus transportation, including determination of routes and bus stops. Such routes are subject to approval of the county transportation committee. The purpose of bus scheduling and routing is to achieve maximum service with a minimum fleet of buses consistent with providing safe and reasonably equal service to all bus students. In order to operate the transportation system as safely and efficiently as possible, the following factors shall be considered in establishing bus routes: 1. A school bus route shall be established with due consideration of the sum total of local conditions affecting the safety, economic soundness, and convenience of its operation, including road conditions, condition of bridges and culverts, hazardous crossings, presence of railroad tracks and arterial highways, extreme weather conditions and variations, length of route, number of families and children to be serviced, availability of turn-around points, capacity of bus, and related factors. 2. The district may extend a bus route across another transportation service area if it is necessary in order to provide transportation to pupils in the district's own transportation service area. A district may not transport pupils from outside its transportation service area. 3. No school child attending an elementary school shall be required to ride the school bus under average road conditions more than one (1) hour without consent of the child's parent or guardian. 4. School bus drivers are encouraged to make recommendations in regard to establishing or changing routes. 5. Parents should be referred to the Supervisor of Central Services for any request of change in routes, stops, or schedules. The Board reserves the right to change, alter, add, or delete any route at any time such changes are deemed in the best interest of the District, subject to approval by the county transportation committee.

## **Access to Technology**

TEACH Academy will provide access to Chromebooks for all students enrolled and classrooms will be outfitted with screens and other technology that mirrors our non charter locations. MCPS has an efficient Technology Department with the capacity to oversee access for all students enrolled. TEACH Academy will ensure that all students have access to the necessary technology and internet connectivity, addressing potential disparities in digital access within our community.

## **Family Resource Services**

The TEACH academy will be located in an existing MCPS facility. All MCPS schools currently have a Families and Transition specialist to support students and caregivers and these services will be extended to the TEACH academy students and families.

## **Food and Nutrition**

Students who participate in the TEACH Academy will have full access to the MCPS meal program . Meal prices, including free and reduced price options, will apply. Students who qualify will be offered EmPower Packs, nutrition support for weekends, each Friday when they pick up their Grab and Go meal.

## **19. Describe co curricular and extracurricular programs and how the programs will be funded and delivered.**

TEACH Academy will offer student led clubs for students to identify topics that interest them. Space will be allowed for these clubs to exist during the lunch block. Classroom teachers will also have the option to lead school clubs. Any school initiated or supported clubs will require parent permission for students to participate. These clubs will not be in addition to school hours and they will not have an allocated budget.

**20. Describe the proposed financial plan and policies, including financial controls and audit requirements.**

- Revenue Sources - An online charter school is publicly funded and based on student enrollment and attendance. Other sources could include federal/state grants, philanthropy, fees for extra services.
- Personnel Expenses - Majority of budget will go to teachers, administrators, counselors, tutors and support staff. Consider costs for recruitment, professional development, evaluation, benefits and technology needs.
- Academics and Student Services - Expenses for learning software/platforms, curriculum materials, assessment tools, counseling services, special education services. Allocate for full range of student academic and developmental needs.
- Operations and Technology - Costs for software systems, networks, technical support staff, cybersecurity measures, student laptops/tablets, digital resources and high-speed broadband.
- Facilities - As an online school, facilities needs are lower but may still require office space, meeting rooms and storage.
- Financial Controls - Segregate transaction authorization, recording and reconciliation duties. Require multiple sign-offs for expenditures over certain thresholds. Inventory assets.
- Audits - authorizing agencies require annual audits.

**21. Describe the insurance coverage that will be obtained.**

- General Liability Insurance - Protects against claims of bodily injury, property damage, personal injury from operations and activities. Important for schools to manage liability risk.
- Directors and Officers (D&O) Liability Insurance - Covers legal costs and judgments against school directors and officers for their decisions and actions. Crucial for financial protection.
- Educators Legal Liability Insurance - Insures against allegations of errors, omissions or negligent acts in delivering educational services. Covers legal defense costs.
- Property Insurance - Covers loss or damage to school property due to events like fire, theft, vandalism, natural disasters. Includes coverage for laptops/tablets issued to students.
- Technology Errors and Omissions Insurance - Protects against claims arising from problems with educational software, portals, apps or platforms.
- Cyber Liability Insurance - Covers costs related to data breaches, hacking incidents or malicious cyber activities. Important given online environment.
- Workers Compensation Insurance - Provides coverage for injuries or illnesses related to school staff's work activities per state regulations.
- Student Accident Insurance - Optional injury coverage for enrolled students since they are not on premises. Can supplement family health insurance.

**22. Describe the startup and five-year budgets with clearly stated assumptions.**

Please see Exhibit 2 attached to this document for the start up and five year projections.

**23. Describe the startup and first year cash flow projections with clearly stated assumptions.**

Annual Operating Budget Worksheet				
DESCRIPTION	ASSUMPTIONS	AMOUNT	NUMBER	TOTAL



General	Assume a \$670,000 annual operating budget (all figures have been rounded for simplicity)	\$670,000	1	\$670,000.00
Number of Students	A total of at least 80 students K-2 grade in year 1	80	80	80
Facility square footage	In the work plan for this charter, MCPS will identify an existing facility to accommodate this program. Facility funding will be addressed once the location is identified.	TBD	0	0
Student teacher ratio	Student teacher ratios will be governed by the accreditation rules of Montana - not to exceed 20 students per class	1	150	150
Average teacher salary	The average teacher salary at MCPS is approximately \$68,000	\$68,000	1	\$68,000.00
<b>REVENUES</b>				
Elementary School Basic entitlement \$55,741	Assuming we meet our minimum enrollments of at least 71 elementary students the charter school would be eligible for basic entitlement			
Elementary School Basic Entitlement	Elementary Basic entitlement is \$55,741 assuming we have at least 71 students enrolled	\$55,741	1	\$55,741.00
State ANB formula earnings Elementary School	Assuming \$5962 per Elementary school student - but this could change based on enrollments and degradation in the formula	\$5,962	80	\$476,960.00
Quality Educator Payment	This assumes a quality educator payment for each certified staff member	\$3,673	6	\$22,038.00
Data for Achievement	Per ANB (80) is the ANB count and not the actual enrollment	\$23.58	80	\$1,886.40
At Risk Payment	Per student count and not the actual enrollment	\$28.88	80	\$2,310.40
Indian Education For All	Per ANB (80) is the ANB count and not the actual enrollment	\$24.63	80	\$1,970.40
American Indian Achievement Gap	\$242 per Native American Student but we won't know how many Native American students we will have	\$242	0	\$0.00

Applicable State Grants	Assuming we receive any state grant funding, the charter school will receive an equitable share on a per pupil basis	\$0	80	\$0.00
Applicable Federal Grants	Assuming we receive any federal Title or IDEA funding, the charter school will receive an equitable share on a per pupil basis	\$0	80	\$0.00
Local Tax Revenue	Assuming MCPS continues to pass overbase levies the charter school will be funded at 100% of maximum allowed budget	30%	80	\$0.00
Grants and Fundraising	Missoula robust arts community including the SPARK program has indicated they will lead fundraising work to support this charter school. We anticipate securing at least \$60,000 from available grant opportunities in year 1	\$60,000	1	\$60,000.00
Total Revenue				\$620,906.20
<b>EXPENDITURES</b>				
<b>PERSONNEL</b>				
Head of School	\$103,000 (prorated at .5 FTE): will increase to 1.0 with enrollment increases	\$103,000	0.5	\$51,500.00
Counselor	1 part time counselor for guidance and SEL lessons	\$68,000	0.5	\$34,000.00
Teachers	4 classroom teachers + .5 special education teacher at average salary \$ 68,000	\$68,000	4.5	\$306,000.00
Para Professionals	Assuming 1 para will be added when enrollment increases- no para year 1	\$0	1	\$0.00
Clerical	One secretary part time	\$37,000	0.5	\$18,500.00
Nurse	None needed at this time	\$0	0	\$0.00
Custodial	Considered as part of our indirect costs	\$0	0	\$0.00
Fringe Benefits	17% of total salary expenditures	\$410,000	17%	\$69,700.00
Health Benefits	\$673 a month x 12 Months	\$8,076	6	\$48,456.00
Total Personnel			6	\$528,156.00

				0
<b>INSTRUCTION</b>				
Textbooks	Assume \$100 per student	\$100	80	\$8,000
Classroom Paper and Supplies	Assume \$30 per student	\$30	80	\$2,400
Computers	Assume \$500 per student	\$200	80	\$16,000
Software	Assume \$20 per student	\$20	80	\$1,600
Field Trips	Assume \$50 per student	\$25	80	\$2,000
Instructional Equipment	Staff laptops \$800 each	\$800	7	\$5,600
Library and Media	Included in textbooks, online curriculum, supplies	\$0	0	\$0
Student Assessment	Assume \$50 per student	\$50	80	\$4,000
Classroom Furniture	Assume some furniture needed although MCPS has furniture in storage to reduce start up costs: figured per classroom	\$1,000	4	\$4,000
Athletic Equipment	Recess and PE equipment	\$1,500	1	\$1,500
Music Equipment	Basic music classroom set up	\$500	1	\$500
Total Instruction				\$45,600
<b>SERVICES AND SUPPLIES</b>				
Office Supplies	\$150 per FTE	\$150	6	\$900.00
Office Furniture	MCPS office furniture can be found in our storage facilities at no cost to this start up	\$0	0	\$0.00
Book Keeping and Audit	Included in indirect cost rate calculated at 2.97% of our revenue	\$0		\$0.00
Payroll Services	Included in indirect cost rate calculated at 2.97% of our revenue	\$0		\$0.00
Banking Fees	Included in indirect cost rate calculated at 2.97% of our revenue	\$0		\$0.00
Legal Services	Included in indirect cost rate calculated at 2.97% of our revenue	\$0		\$0.00
Liability and Property Insurance	Included in indirect cost rate calculated at 2.97% of our revenue	\$0		\$0.00
Staff Development	\$500 per teacher	\$500	6	\$3,000.00
Internet	Included in indirect cost rate	See indirect cost		

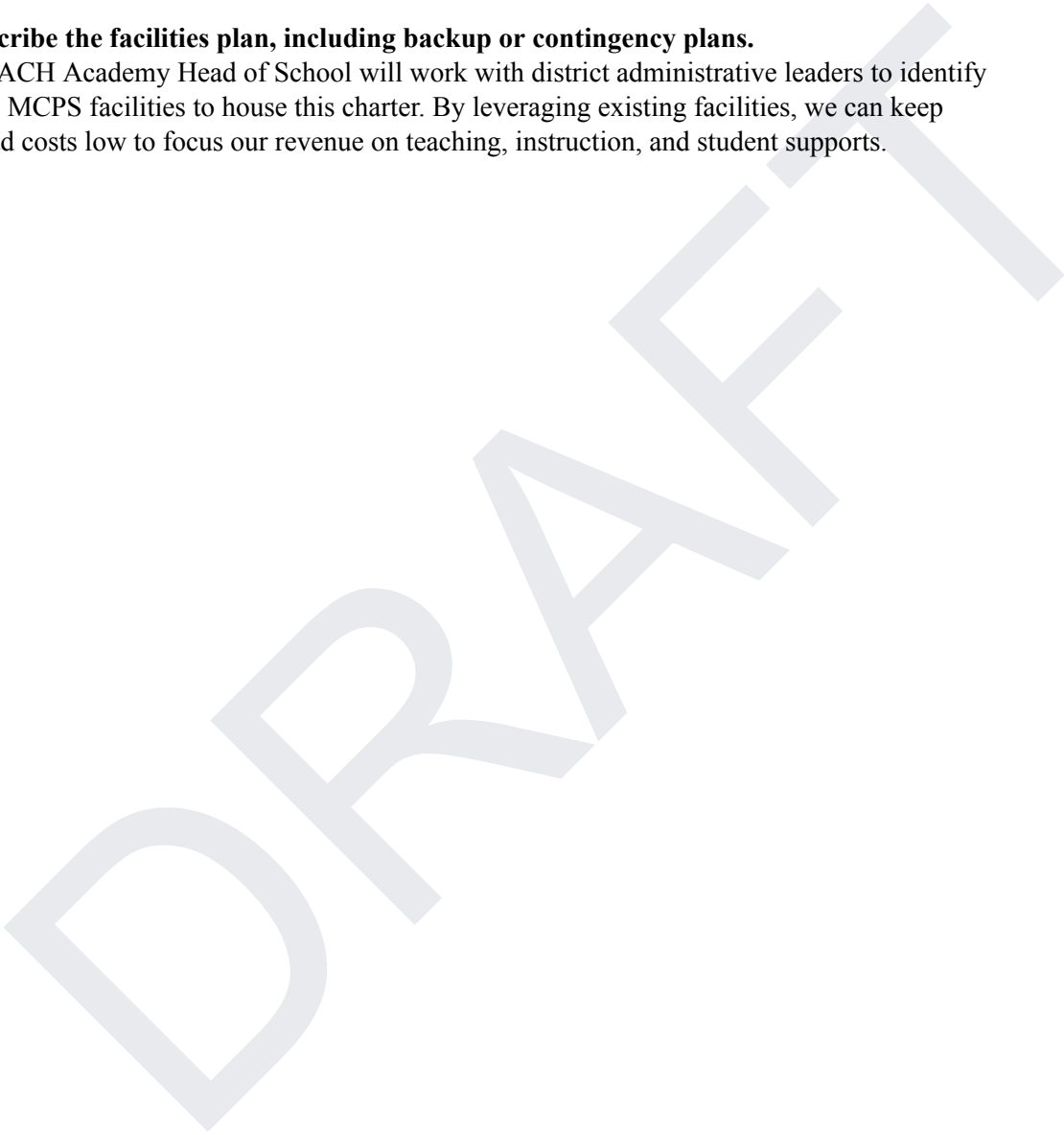
	calculated at 2.97% of our revenue	rate below		
Food Service	Included in indirect cost rate calculated at 2.97% of our revenue	See indirect cost rate below		
Transportation	Included in indirect cost rate calculated at 2.97% of our revenue	See indirect cost rate below		
Health Supplies	Included in indirect cost rate calculated at 2.97% of our revenue	See indirect cost rate below		
Pest Control	Included in indirect cost rate calculated at 2.97% of our revenue	See indirect cost rate below		
Janitorial Supplies	Included in indirect cost rate calculated at 2.97% of our revenue	See indirect cost rate below		
Waste Disposal	Included in indirect cost rate calculated at 2.97% of our revenue	See indirect cost rate below		
Indirect Costs	Estimated Revenue \$1,098,195 x 2.97% = \$29,321	\$1,018,674	2.97%	\$30,254.63
Total Services and Supplies				\$34,154.63
<b>FACILITIES</b>				
Rent/Lease/Mortgage	MCPS will not need to budget for facilities for the the Connect Academy	N/A		
Maintenance & Repair	MCPS will identify these costs when a building is identified for programming.	TBD		
Gas/ Electric	MCPS will identify these costs when a building is identified for programming.	TBD		
Phone	MCPS will identify these costs when a building is identified for programming.	TBD		
Fire & Security	MCPS will identify these costs when a building is identified for programming.	N/A		
Total Facilities				\$0.00
Total Revenue				\$620,906.20
Total Expenditures				\$607,910.63

**24. Describe anticipated fundraising contributions and evidence, if applicable.**

TEACH Academy administrators will work the SPARK! Arts board upon approval of this charter to identify arts integrated grants and philanthropic opportunities to support this charter school. We believe we can raise \$60,000 or more in the first year and beyond to create sustainable funding sources. We will also partner with our University systems to identify additional grants that support the CTE and Preservice Teacher Pathways.

**25. Describe the facilities plan, including backup or contingency plans.**

The TEACH Academy Head of School will work with district administrative leaders to identify existing MCPS facilities to house this charter. By leveraging existing facilities, we can keep overhead costs low to focus our revenue on teaching, instruction, and student supports.



## COMMUNITY SUPPORT AND NEED

**26. Describe the specific evidence of significant community support.**

Americans for the Arts research shows that arts education increases student engagement and achievement. The arts support student's communication, collaboration, critical thinking and creativity skills. MCPS understands that the arts present an experience which engages students in a collaborative and active approach to learning. In September of 2021, the district created and approved a strategic plan that included Arts Integration as an initiative. The initiative provides Arts Integration Professional Development to teachers, pre-service teachers, school leaders and community partners to build instructional capacity for arts integration across the P-12 continuum. An arts integration committee composed of teachers, principals, community partners, and district administration met during the 22-23 school year to develop a three-year strategic implementation plan for MCPS to ensure that all students receive arts integration instruction in the classroom.

Additionally, along with our university education partners, we recognize a critical need for increasing the number of students choosing teaching as a profession. This charter will provide CTE and higher education pathways that encourage more professionals to enter this field. In year 1, we will work with our high schools to further develop our CTE Rising Educator pathways with internship opportunities at the TEAH academy. By year 5, we envision a collaborative model with our university partners that is leading the way in paid internship and credit waitiver opportunities for education majors.

## **27. Describe the opportunities and expectations for parent involvement.**

TEACH Academy will continue to emphasize MCPS's commitment to involving parents in the educational process. Parents and guardians are expected to maintain regular communication with their student's teacher(s) and school administrators to stay informed about their child's progress and any school updates. Parents and guardians will be offered two opportunities to attend parent/teacher conferences, and the annual need assessment meetings. The MCPS volunteer portal will be regularly updated with volunteer opportunities for parents and community members to be involved in scheduled school activities and events. The TEACH Academy will also provide regular newsletters and an up to date website to further facilitate parent communication.

TEACH Academy will also convene an advisory board composed of school stakeholders including parents and caregivers. This board will meet at least quarterly to ensure families are involved in goal setting and action planning for the Connect Academy.

**MISSOULA COUNTY PUBLIC SCHOOLS  
BOARD OF TRUSTEES**

**Meeting**

**Tuesday, October 24, 2023 – 6:00 p.m.  
Administration Building A – Boardroom**

**Trustees Present:** Board Chair Wilena Old Person, Jeffrey Avgeris, Grace Decker, Jen Vogel, Ann Wake, Meg Whicher, Keegan Witt

**Others Present:** Micah Hill, Amy Shattuck, Vinny Giammona, Trevor Laboski, Pat McHugh

**MINUTES**

1. CALL TO ORDER, WELCOME AND ROLL CALL: The meeting was called to order 6:01 p.m.
2. PLEDGE OF ALLEGIANCE was said by all.
3. REVIEW, REVISE, AND APPROVE AGENDA: Trustee Avgeris made a motion to move agenda action items 6, 7, 8.a.v., and 8.B.i before agenda item 4. Seconded by Trustee Wake. No comments. The motion passed unanimously by all Trustees present.
6. CONSENT AGENDA
  - A. FINANCE, OPERATIONS and MAINTENANCE
    - i. **Topic: Approve Revenue and Expenditure**
      - **Elementary Recommendation:** Trustee Avgeris made a motion to approve the elementary consent agenda items. Seconded by Trustee Witt. No comments. The motion passed unanimously by all Trustees present.
      - **Secondary Recommendation:** Trustee Witt made a motion to approve the high school consent agenda items. Seconded by Trustee Avgeris. No comments. The motion passed unanimously by all Trustees present.
7. OLD BUSINESS
  - A. PERSONNEL, NEGOTIATIONS & POLICY
    - i. **Topic: Approve Second Reading of Policy Revisions:** Superintendent Micah Hill explained the proposed policy revisions had been approved at first reading by the Board on September 12, 2023. The revised policies were posted for public comment. Trustee Decker inquired about any changes. No public comment received. Supt. Hill recommended Trustees approve the policies as written.

Policy Number	Policy Name	Information
<a href="#">1700</a>	Uniform Grievance Procedure	Required Update
<a href="#">2120</a>	Curriculum Development, Content, Assessment	Required Update
<a href="#">2140</a>	Guidance and Counseling	Required Update
<a href="#">2159</a>	Parent/Family Engagement	Required Update
<a href="#">2422</a>	Proficiency	Required Update
<a href="#">2450</a>	Recognition of Native American Cultural Heritage	Required Update
<a href="#">3110</a>	Entrance, Placement and Transfer	Required Update
<a href="#">3120</a>	Compulsory Attendance	Required Update
<a href="#">3150</a>	Part-Time Attendance	Required Update
<a href="#">3235</a>	Video Surveillance	Required Update
<a href="#">3310</a>	Student Discipline	Required Update
<a href="#">3600</a>	Student Records	Required Update

4520	Cooperative Programs with Other District and Public Agencies	Required Update
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Trustee Avgeris made a motion to approve the policies revisions. Seconded by Trustee Wake. comments. The motion passed unanimously by all Trustees present.

8. NEW BUSINESS

A. FINANCE, OPERATIONS and MAINTENANCE

- v. **Topic: Approve Transportation Route Mileage Changes:** Pat McHugh explained an agenda amendment was published that incorporated regular and special routes. This is a routine item. There is a scheduled county transportation committee tomorrow. Mileage calculated for state reimbursement by route, am/pm, grade school level, and number of students. Chair Old Person inquired who served on the transportation committee for MCPS. Terry Phelan. Trustee Wake made a motion to approve the bus route mileages for the first semester of the 2023-2024 school year. Seconded by Trustee Witt. No comments. The motion passed unanimously by all Trustees present.

B. TEACHING AND LEARNING

- i. **Topic: Approve Public Charter School Applications:** Superintendent Micah Hill explained the two charter school applications must be submitted to the Board of Public Education (BOPE) by November 1<sup>st</sup>. BOPE will review applications November 15-17 and expect to announce approvals in January 2024. Applications have 4 main components – Academics, Governance, Community, Business and Operations. Upon approval the District would initiate the workplan – staffing, supplies, enrollment. The enrollment window would be April 1- May 1. If the District exceeded capacity for enrollment, a lottery system would be developed.

**Connect Academy:** The academy would be open to students in grades 6-12. Would be a virtual format open to students across Montana. Would include synchronous and asynchronous courses and personalized learning plans. District currently is serving 53 students in the MOA which is funded by ESSER Funds. When funds go away this academy would be the replacement. Goal is to be a leader in competency. Shared the actions, outputs, and short term outcomes. The long term outcome would have the Connect Academy as a leader in personalized learning for all Montana students. Shared the mission and vision. Spoke to the flexible options including personalized pathways, challenging courses, responsive systems, and college and career pathways. Explained the business and operations including ANB. Proposing a head of school which would oversee both schools. Proposing six certified staff and one classified staff (secretary). Funding basic entitlement would be separate – High School \$343,483, Elementary \$114,493. ANB would be \$312,994 (HS), \$160,315 (MS), and \$59,620 (EL). Explained 6<sup>th</sup> grades is different. Facilities not brick and mortar. Need space for staff but can accommodate in current office space. Trustee Witt inquired how many other districts may be trying to do the same thing. Supt. Hill shared within the AA districts, several others. Doesn't mean the District would be exclusive. District stands to lose students if not approved. Supt. Hill shared the other charter school bill is under legal review for constitutionality. Explained a company that owns Power School is heavily promoting in Montana. Seeking to lobby for their own brand of charter school. Trustee Witt inquired if the staff were union. Supt. Hill explained the staff would be covered under the collective bargaining agreement. Chair Old Person inquired about FTE and why the counselor number did not increase? Predicated on current staff. If the school were fully implemented it would be one counselor to approximately 70 students. Would continue to work into the budget. Trustee Decker inquired if the students would be able to graduate from the academy. Wanted to know the District's overall vision. Supt. Hill explained under the charter school bill schools have to be working towards graduation requirements. Have to offer the complete package. It would be up to the Board regarding credits. State of Montana requires 20 credits and the District requires 24. There is also a different law that allows for less credits due to extenuating circumstances. The vision would be that a high school student would graduate in 4 years or less. Student could be a part time enrollment and still have access to activities and organizations. Still working out answers regarding participation for students accessing the academy from another city in Montana. Provided an example. Trustee Decker questioned if all the coursework would be synchronous or would there be a more proficiency based approach. Academy would offer both asynchronous and synchronous.



Provided an example. Trustee Avgeris inquired about the budget and questioned if students would be responsible for their own laptop. Supt. Hill referred to the curriculum section and referenced the \$900 which is an estimate. Trustee Whicher inquired what the parent responsibility would be for middle school students. Wanted to know if there was any middle school supervision. Supt. Hill explained it would be the parent's responsibility. This is an opportunity to attract new students to MCPS. Assistant Superintendent Giammona commented the key words in the application is the innovation side. Shared an example of the MOA in previous years. Middle school administration, counseling teams, teachers, etc. worked hard to do daily check-ins and had a matrix. Parent involvement is always a component.

**Teach Academy:** Assistant Superintendent Giammona explained the academy is a teaching experience in the arts and creative harmony. Looking to expand integration in the District. Creating project based and competency learning. Academy would be open to grades P-2 in year 1 and will expand P-5 by year 5. Interdisciplinary piece very important. Getting away from thinking about the current K-5 model where taught section by section. Will braid all the content together through a focus around the arts allowing kids to express in many different what they are learning. Not just a focus on the arts. Also, a focus on teacher education. Currently in staffing shortages across the State and country. This would be another way to leverage a lot of the resources to promote and retain aspiring teachers. It's about retention and trying to work with upcoming students looking into a career in education. Could involve them with the academy through different field experiences and working with classroom teachers. Referred to the presentation slide with the long term goals. Mirrors the Connect Academy. Identifying students to apply for the charter. Will have a lottery system if applications exceed capacity. Anyone can apply throughout the State. Looking at minimum enrollment of 80 students (4 classrooms). Supt. Hill explained the organizational structure. MCPS Board of Trustees will have oversight over the 2 charter schools. Obligated to have an advisory board and school leadership team. Trustee Whicher shared comments in praise for the work done to complete the applications. Asked questions regarding the application process, lottery system, and the facility that would house the academy. If there are more applicants than spots available, there will be a lottery. The Jefferson Center is the focus for now. Trustee Whicher shared comments of concern. Academy needs to be equitable for all families. Charter schools would naturally invite those with means. Looking to the Cabinet and the Board to make it a truly equitable process for families. Giammona echoed the comments. Supt. Hill explained public charter schools cannot charge a fee. Trustee Decker appreciated the work done on the applications in such a short amount of time. Excited about the Connect Academy but shared comments of concern about the Teach Academy. Currently doing arts integration in all schools. Worried about a small intensive integrated program that would really be appealing for parents looking at private school. Limited audience. Would be much more excited if we were targeting a specific audience/population. Further questioned the equity piece and wanted to hear about the core targeted group. Supt. Hill first acknowledged the hard work from Pat McHugh, Barbara Frank, and Shannon Rincker. In those discussions, the District had to start somewhere. Had less than a month to put the applications together. The District has the ability to flex, change, and modify as the programs progress. There is built in feedback and reporting. Recognizes that some students will not have access but may have the ability to expand earlier. Understands Decker's comments. Cannot identify the initial core group. To be successful have to have a specific number to start. Trustee Wake inquired about funding for the academy and the allowance of more students. District is funded in arrears so will use grant funding to cover the initial costs. Would be enrolling more students.

Trustee Wake made a motion to approve the Connect Academy and Teach Academy Public Charter School applications. Seconded by Trustee Avgeris. Public Comment: Christine Kolczak referred to a financial error on page 99 of the agenda. Found the program another \$65K. If the pro rate is .34, \$103K, the total should be \$34K on the right and it carries over to the total of \$704K for personnel. Actually, not quite that much. Addressed the affluent piece as far as the online program. District is currently serving 2 students who are parents and a great number of the students are FIT. Wanted to know how rigid the application was with the Board of Public Ed. Wondered if it could be adjusted after approval. Asked for a friendly edit to rename the Connect Academy. If the Montana Connections Academy is approved by the Board of Public Ed, it would be in direct competition with a

for profit agency that would confuse applicants. On the application the staffing is less. If going to individualized learning plans, 20% of current population right now is tier 3 and Special Ed. Goal of synchronous and asynchronous good. Inquired about the limits. The motion passed unanimously by all Trustees present.

Trustee Vogel left meeting at 6:52 p.m.

#### 4. PUBLIC COMMENT/CORRESPONDENCE

- Devan Leder commented that high school baseball was still not on the agenda and told the Trustees they will continue to hear from everyone. Read a prepared statement encouraging Trustees to put baseball on the agenda. Shared that he was a proud graduate of Sentinel High School. Wants the students to have the same opportunity to play baseball. Understands finances are a primary concern. Parents willing to help.
- Jude Leder shared that 332 student have signed a survey along with 2 teachers. Of those students, 62 want to play baseball. Provided fundraising ideas. Wants to play in the State tournament in Missoula Spring of 2024.
- Missy Miculka read a prepared statement in support of Missoula baseball. Parent group ready to help fundraise for the entire first year of baseball. Wants baseball on the next agenda. Happy to share information and a launch plan.
- Rowan Miculka read a prepared statement. Commented high school baseball is a stepping stone for college. Asked Trustees to place baseball on the agenda. Wants to play in the state tournament next spring.
- Ethan Paugh read a prepared statement. Has been playing baseball since he was five. Wants the opportunity to play high school baseball. Encouraged Trustees to put baseball on the next agenda.
- Harley Paugh commented the Trustees had heard from all the amazing boys over the last two meetings. Boys want the Board of Trustees to make a decision or have a discussion on what they can expect. Boys want to play in 2024 but if in 2025, fair enough. Asked for baseball to be on the next agenda.
- Jared Supola read a prepared statement in support of baseball. Wants baseball on the next agenda. Shared he is the father of two boys who want to play baseball. Provided history. Shared the skills learned playing baseball. Many of boys won't have – legion or high school travel club. People cannot afford time and money. Currently not enough available roster space. Parents willing to help.
- Rob Wallace commented in support of baseball for the 2024 season. Challenge without baseball in high school, the boys do not get to play. When MHSAA passed baseball, 22 communities acted. Boys deserve to know when and if they will play baseball. Needs to be on the agenda. Understands funding is tight. Parents willing to fundraise.
- Joe Fulford read a prepared statement from his son. High School baseball would mean a lot. Putting baseball into high schools allows kids to continue. Separates Montana high schools from other states. Opportunity to play baseball in college. Shared his student's history. Implored the Board of Trustees to take action.
- Kris Welker explained he played college baseball and played for the Chicago Red Sox. Shared his personal history. Montana did not have high school baseball. His younger brother moved to Washington and played high school baseball and was eventually drafted by the Pittsburgh Pirates. Questioned by pro baseball why there was no high school baseball in Missoula. Supports high school baseball and wants it on the next agenda.

#### 5. REPORTS / ANNOUNCEMENTS

- A. **Announcements from the Superintendent:** No announcements.

#### 8. NEW BUSINESS

##### A. FINANCE, OPERATIONS and MAINTENANCE

- i. **Topic: General Fund Update:** Pat McHugh referred to page 58, the updated expenditures for last fiscal year. The two spreadsheets are shared on a quarterly basis. Will be the documents to initiate the budget conversation. Referred to the total salaries and benefits for elementary and high school -

\$37.3M (elementary) and \$28M (high school). Represents 89% and 84%, respectively, of those total expenditures. Remaining 11% and 16% are in the areas of utilities, contracted services, and transportation. Referred to the three digit numbers. Referred to 120, substitute expenditure. Expenditure right at budget. Pointed out when the District talks about permanent subs and adding permanent subs into the budget. The substitute expenditures were less in 2021. The elementary expenditures were \$269K and high school \$242K. Reduction in sub costs would translate to the District's ability to fund permanent subs. Referred to code 130, overtime salaries. Due to not having positions filled in service areas and others picking up those extra duties. Contracted services large category. Largest expenditure is the SRO and CRO contracts with the Missoula Police Department, \$260K. Staffing costs for the preschool program \$384K. Referred to the CSCT obligation the District is required to match. Between the elementary and the high school district it is \$337K. Elections are \$90K. Contract with SPARK is \$45K. The audit is \$35K. Contract for special education services including sign language interpreters, etc. is \$80K. Professional training services for high school is \$109K and the print shop contract is \$190K. Utilities went up significantly compared to last year. Up almost \$300K in the elementary and \$170K in the high school. Property liability insurance went up to \$980K. Supt. Hill inquired about the sub line code 130 where the District expended \$540K (elementary) and \$399K (high school). Wanted to know if that included permanent subs. No comments.

- ii. **Technology Fund Update:** Pat McHugh referred to page 60 of the agenda. Annually levy \$850K. District re-appropriates some per budget to have available \$1.1M. The expenditures primarily in minor equipment. If we did not spend all the budget not an issue. Pushed over to the next year. Everything rolls over from one year to the next. High school \$757K levy. Expenditures the same. Bulk in minor equipment. No comments.
- iii. **Topic: Transportation Fund Update:** Pat McHugh referred to page 62. Entirely a local levy. Levy amount \$4.5M in support of transportation. There is some reimbursement for state and county but very small. Tied to mileage routes approved earlier. Portion of the principal salaries covered with the fund, 10%. Referred to page 63 for the high school which is similar. Fewer dollars levied for transportation and the expenditures are less. High school has a budget balance. Elementary did a budget amendment and ended the year at zero. Reserves low. No comments.
- iv. **Topic: FY25 Budget Projections and Budget and Election Calendar:** Pat McHugh explained this is an early look at budget projections. Estimates. Base look into the general fund for FY25. District ran the October enrollment count and estimated the spring count. Incorporated the 3% inflationary increase from the state, and 3% is the max allowed by state law. Provided for a decent increase. In the elementary side an \$800K increase with \$166K levy. October enrollment went down 53 students in K-6 and 61 students in 7-8. High School had a 65 student increase. Bump in budget at \$1.4M and a levy of \$303K. Spreadsheet used older data but used as a placeholder to give an idea. Incorporated the need to build into the budget for FY25 those positions that are ESSER funded. On the elementary side it is \$355K and high school \$1.1M. Better in elementary than anticipated. Build the obligations into the General Fund. Do not have ESSER to fall back. Working with deficits of 760 and 395. Referred to the election calendar. Plan to have a monthly budget levy and committee meetings. First meeting November 17<sup>th</sup>. Identified a few budget items. Committee to work to develop the budget. Each month plan to have a general fund updates. Chair Old Person inquired trustees were on the committee – Koan Mercer, Keegan Witt, Meg Whicher, and Ann Wake.

9. ADJOURN: The meeting was adjourned 7:32 p.m.

As recording secretary for this Board meeting, I certify these minutes to be a true and correct copy of what was taken at the meeting.

Tracy Long, Minutes Recorder \_\_\_\_\_

Wilena Old Person, Board Chair \_\_\_\_\_



**MISSOULA COUNTY PUBLIC SCHOOLS**  
**BOARD OF TRUSTEES**  
**Special Meeting**  
**Sunday, February 25, 2024 – 9:00 a.m.**  
**Virtual**

**Board of Trustees:** Board Chair Wilena Old Person, Jeffrey Avgeris, Grace M. Decker, Vice Chair Nancy Hobbins, Koan Mercer, Jen Vogel, Ann Wake, Vice Chair Arlene Walker-Andrews, Meg Whicher, Keegan Witt, Rob Woelich

**AGENDA**

1. CALL TO ORDER, WELCOME AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. REVIEW, REVISE, AND APPROVE AGENDA
4. NEW BUSINESS – Information and Action

A. FINANCE, OPERATIONS and MAINTENANCE

**Page 2**

- i. **Topic: Approve the Public Charter Contract between the Montana Board of Public Education and the Charter Governing Board of the TEACH Academy (Elem)(Action)** – Micah Hill, Superintendent  
**Background:** For compliance with Montana law, administration seeks approval, in substance, of the contract attached hereto as the contract is subject to change with the Montana Board of Public Education.

**Board Discussion**

**Recommendation:** Administration recommends Trustees approve the Public Charter Contract between the Montana Board of Public Education and the Charter Governing Board of the TEACH Academy.

- ii. **Topic: Approve the Public Charter Contract between the Montana Board of Public Education and the Charter Governing Board of the CONNECT Academy (Elem/Sec)(Action)** – Micah Hill, Superintendent

**Page 19**

**Background:** For compliance with Montana law, administration seeks approval, in substance, of the contract attached hereto as the contract is subject to change with the Montana Board of Public Education.

**Board Discussion**

**Recommendation:** Administration recommends Trustees approve the Public Charter Contract between the Montana Board of Public Education and the Charter Governing Board of the CONNECT Academy.

5. PUBLIC COMMENT - Regarding Non-Agenda Items (3 minutes each speaker)
6. ADJOURN

**INITIAL PUBLIC CHARTER CONTRACT**

This agreement, executed on this 28 day of February 2024 by and between the Montana **Board of Public Education** and the **Charter Governing Board** of the TEACH Academy (collectively, the "**Parties**").

**WITNESSETH:**

WHEREAS the State of Montana (the "**State**") enacted the Public Charter Schools Act (the "**Act**"); and

WHEREAS pursuant to 20-6-804, MCA, the **Board of Public Education** has the authority to (i) approve applications to establish public charter schools in the State, (ii) thereafter to enter into a **Charter Contract** with applicants setting forth the terms and conditions under which a public charter school shall operate, and (iii) may thereafter renew a **Charter Contract** for a period of up to five years; and

WHEREAS an application was submitted to the **Board of Public Education** for establishment of a new public charter school pursuant to the **Act**, which the **Board of Public Education** approved;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, the **Parties** hereby agree as follows:

1. Definition of Terms

- 1.1. **Board of Public Education:** the board created by Article X, section 9(3), of the Montana constitution and 2-15-1507, MCA.
- 1.2. **Charter Contract:** a fixed-term, renewable contract between a **Charter Governing Board** of a public charter school and the **Board of Public Education** that outlines the roles, powers, responsibilities, and performance expectations for each party to the contract.
- 1.3. **Charter Governing Board:** the elected board of trustees of a public charter school district exercising supervision and control over a public charter school or the local school board that is a party to the **Charter Contract** with the **Board of Public Education** and that exercises supervision and control over a public charter school pursuant to a **Charter Contract**. Each **Charter Governing Board** is entitled to operate one **school** in one or more **sites** for each **Charter Contract** issued to it.
- 1.4. **Local school board:** a preexisting board of trustees exercising supervision and control of the schools and programs of a local school district pursuant to Article X, section 8, of the Montana constitution and the laws of the state of Montana.
- 1.5. **Located school district:** the school district in which a proposed, preoperational, or operational public charter school is located and from which the separate boundaries of the public charter school district are proposed to be formed. When a public charter school district is formed, the boundaries of the public charter school district are removed from the territory of the located school district.
- 1.6. **Noncharter public school:** any public school that is under the supervision and control of a local school board or the state and is not operating pursuant to a **Charter Contract**.
- 1.7. **School:** a vehicle for the delivery of a complete educational program to students that has: independent leadership; dedicated staff; and defined facilities. A **Charter Governing Board** may have the authority to operate more than one **school** so long as a **Charter Contract** has been issued for each such **school**. A **school** may be housed in more than one physical **site**. A **school** is its own Local Educational Agency (LEA) for federal program purposes, including the education of students with disabilities, and its own accountability unit for purposes of the federal Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA), and all applicable accountability designations made applicable by Montana law.

- 1.8. **Site:** one of a number of facility locations for a single public charter school typically representing a grade range (for example, K-6 site, 7-8 site, or 9-12 site). A site would not be its own LEA, ESSA, or state Accountability Designation unit. More than one public charter school building tightly clustered (i.e., a campus) would operate as a “single site.”
2. Establishment of the TEACH Academy
  - 2.1. Charter Agreement. This agreement (the **Charter Contract**), which specifically incorporates the following:
    - 2.1.1. certain terms of operation set forth collectively and attached hereto in Exhibit A, and shall incorporate the initial charter applications or proposals of any additional schools that may hereafter be approved by the **Board of Public Education**, and which shall be hereafter referred to collectively as the Terms of Operation (the “**Terms of Operation**”);
    - 2.1.2. the Monitoring Plan, attached hereto as Exhibit B (the “**Monitoring Plan**”), which shall incorporate applicable monitoring procedures which must be completed by the **Charter Governing Board**;
    - 2.1.3. the Performance Framework developed by each **school** to be operated by the **Charter Governing Board** or to be developed during the first year of operation by any additional school the **Charter Governing Board** may be permitted to operate, and further described herein and set forth in Exhibit C, (the “**Performance Framework**”);
    - 2.1.4. the Additional Assurances and Variances to Standards, if any, set forth in Exhibit D (the “**Additional Assurances and Variances to Standards**”);
  - 2.2. Purpose. This **Charter Contract** is entered into for the purpose of authorizing the establishment of a public charter school that meets identified educational needs and promotes a diversity of educational choices. The **Charter Governing Board** shall operate a public charter school consistent with the terms of the **Charter Contract** and all applicable laws and administrative rules to create and innovative and high-performing public charter school under the general supervision of the **Board of Public Education** and under the supervision and control of the **Charter Governing Board** who are elected by the qualified electors in the community where the public charter school is located.
  - 2.3. Applicable Law and Venue. Montana law governs this **Charter Contract**. Except as provided in 20-6-811, MCA, and this **Charter Contract**, the **Charter Governing Board** is subject to the provisions in Title 20 of the Montana Code Annotated and any state local rule, regulation, policy, or procedure relating to noncharter public schools within the **located school district**. The parties agree that any litigation concerning the **Charter Contract** must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.
  - 2.4. Authority to Operate; Effective Date; Term. The **Board of Public Education**, as the sole entity authorized to enter into charter contracts, having approved the **Charter Governing Board** to operate a public charter school on January 19, 2024, authorizes the **Charter Governing Board** to open and commence operation of a **school** on July 1, 2024. This **Charter Contract** is effective upon the signing of both parties for a term of five (5) years commencing on July 1, 2024, and ending on June 30, 2029. The **Charter Contract** may be renewed pursuant to 20-6-809, MCA, or extended pursuant to the terms herein.
    - 2.4.1. Planning Years, Effect. The **Charter Governing Board** shall continue or commence instruction, as the case may be, in conformity with the schedule set forth in the Terms of Operation for each **school** it is permitted to operate.
      - 2.4.1.1. Subject to the foregoing limitation, planning years applicable to any school or schools set forth in the Terms of Operation shall not require further approval of the **Board of Public Education** or constitute a revision to the **Charter Contract**.
      - 2.4.1.2. The **Charter Governing Board** may take one (1) additional planning year pursuant to 20-6-806, MCA. In this case, the **Board of Public Education** will

authorize a delayed effective date commencing on July 1, 2025, and ending on June 30, 2030, for a term of five (5) years.

- 2.4.1.3. In the event the **Charter Governing Board** is unable to open a **school** or schools by such date(s) the **Charter Contract** issued that permitted the **Charter Governing Board** to operate such school(s) shall be deemed to be void *ab initio*.

### 3. Governance

- 3.1. Status. The **school** shall be governed by the **Charter Governing Board**, as updated by subsequent election and approval, resignation, removal, or other disposition in accordance applicable law. The **Charter Governing Board** shall have final authority for policy and operational decisions of the **school** although nothing herein shall prevent the **Charter Governing Board** from delegating decision-making authority to officers, employees, and agents of the **Charter Governing Board**. In addition:
  - 3.1.1. The **Charter Governing Board** shall establish and appoint members of an advisory board to provide recommendations and insight regarding the public charter school's operations. Members of the advisory board must include members with knowledge or experience in the mission or focus of the public charter school.
  - 3.1.2. The **Charter Governing Board** and its officers, directors, members, and partners, have a duty of care for complying with the provisions of this **Charter Contract**, all applicable laws, administrative rules, regulations, and reporting requirements.
- 3.2. Code of Ethics and Conflicts of Interest. The **Charter Governing Board**, its trustees, officers, and employees shall abide by the code of ethics and/or conflicts of interest policy set forth in existing **local school board** approved policies, which must conform to applicable law, and include standards with respect to disclosure of conflicts of interest regarding any matter brought before the **Charter Governing Board**.
- 3.3. Bylaws. The **Charter Governing Board** shall provide immediate notice to the **Board of Public Education** regarding any proposed amendment to its bylaws, policies, or operating procedures that may impact the operation of a public charter school within its geographic boundaries.

### 4. School Operations

- 4.1. Age; Grade Range; Number of Students. Each **school** operated by the **Charter Governing Board** shall provide instruction to pupils in such ages, grades, and numbers in each year of operation as set forth in the Terms of Operation. The **Charter Governing Board** shall annually determine the capacity of the **school** in consideration of the **Charter Governing Board's** assessment of its ability to facilitate the academic success of students, to achieve the objectives specified in the **Charter Contract**, and to ensure that student enrollment does not exceed the capacity of its designated **site**.
- 4.2. Admissions; Enrollment; Attendance; Transfer. The **Charter Governing Board** shall have in place and implement comprehensive policies for admissions, enrollment, and attendance, which policies shall be approved by the **Charter Governing Board** and shall be consistent with applicable law and regulations. Such policies shall provide in detail the procedures and practices utilized by each **school** in regard to admission, enrollment, attendance and withdrawal including, *inter alia*, the period in which applications for admission shall be timely, how to obtain an application for admission, the practices in operating the random selection process, the maintenance of a wait list, the implementation of enrollment preferences, and the taking of student attendance. With the exception of any changes in the at-risk school design factors, the **Charter Governing Board** shall have the authority to make changes to such policies and such changes shall not require the permission of the **Board of Public Education** or constitute a revision to the **Charter Contract**. Such changes, however, must be consistent with applicable law and regulations.



- 4.3. Marketing. The **Charter Governing Board** shall utilize reasonable outreach and marketing measures to make potential applicants aware of opportunities for enrollment at each of its schools.
- 4.4. Insurance. The **Charter Governing Board** shall, at its own expense, purchase and maintain the insurance coverage for liability, property loss, and the personal injury of students for the **Charter Governing Board** and for each **school** or **site** as is described in the Terms of Operation together with any other additional insurance that the **Charter Governing Board** deems necessary. Such insurance policies shall continue in effect. In the case of additional **schools**, the applicable insurance must be in effect prior to employees or students being present. The **Charter Governing Board** shall provide the **Board of Public Education** with certificates of insurance or other satisfactory proof evidencing coverage including, but not limited to, renewal policies, or additions, riders or amendments thereto covering additional schools. All such insurance policies shall contain a provision requiring notice to the **Board of Public Education**, at least thirty (30) days in advance, of any material change, nonrenewal or termination. Notwithstanding any provision to the contrary, the **Charter Governing Board** shall take all steps necessary to comply with any additional regulations made applicable to public schools.
- 4.5. Contracting with Educational Service Providers. Any entity that provides all or a substantial subset of all services necessary to operate and oversee any school's educational program on a fee basis and pursuant to a fee-based contract shall be known as an educational service provider ("Educational Service Provider") and the contract under which such services are provided shall be referred to as a management contract ("Management Contract"). Any other contractual arrangements including, but not limited to, leases, subleases, lease-purchase agreements, credit facilities, loan agreements, promissory notes, negotiable instruments, and other debt instruments, that are contemplated between the **Charter Governing Board** on the one hand and the Educational Service Provider, its partners, parents, subsidiaries, agents, and affiliates (including any entity that holds an economic interest in the Educational Service Provider) on the other, shall be known collectively, together with the Management Contract, as ESP Contracts ("ESP Contracts"). The following requirements and provisions relating to Educational Service Providers, Management Contracts and ESP Contracts shall apply.
- 4.5.1. Except as otherwise provided in this **Charter Contract**, the **Board of Public Education** reserves the right to review and disapprove for good cause shown any and all ESP Contracts that the **Charter Governing Board** seeks to execute, amend, or renew during the time that this **Charter Contract** is in effect. Good cause shown includes, but is in no way limited to, a finding that the ESP Contract(s) at issue does not, under the totality of the circumstances, allow the **Charter Governing Board** effective and sufficient means to hold the Educational Service Provider accountable including means to terminate the Educational Service Provider without placing the school's further existence in peril.
- 4.5.2. To facilitate the **Board of Public Education's** rights of review and disapproval, the **Charter Governing Board** shall provide the **Board of Public Education** with any proposed ESP Contract or proposed material amendment thereto no later than thirty (30) days prior to the proposed date of execution. In addition to the foregoing, prior to a school's first year of operation, and where no prior Management Contract has been in place for that school, the **Charter Governing Board** must submit the proposed Management Contract to the **Board of Public Education** by no later than July 1 immediately preceding the start of the school year. When submitting an ESP Contract, the **Charter Governing Board** must include a written opinion of the **Charter Governing Board's** legal counsel stating that the ESP Contract has been reviewed by legal counsel to the **Charter Governing Board**. Within thirty (30) days of receiving the proposed ESP Contract, the **Board of Public Education** shall notify the **Charter Governing Board** if the agreement is disapproved, except that the **Board of Public Education**, at their

discretion, may extend the review period an additional thirty (30) days. It is expressly understood that should the **Board of Public Education** not disapprove an ESP Contract, the **Board of Public Education** by such action(s) are in no way endorsing or approving the contract, the fee arrangements if any or any other provisions contained therein.

4.5.3. To the extent that the Terms of Operation contemplate that any of the **Charter Governing Board's** schools would be operated with the assistance of an Educational Service Provider pursuant to a Management Contract, the **Charter Governing Board** shall obtain the prior written approval of the **Board of Public Education** prior to operating the school without such Educational Service Provider's assistance. Notwithstanding the above, it is understood that circumstances may require the **Charter Governing Board** to terminate and/or not renew a Management Contract and thereafter operate a school without the services of the Educational Service Provider identified in the Terms of Operation (or otherwise subsequently approved by the **Board of Public Education**) prior to obtaining the permission of the **Board of Public Education**. Where the **Board of Public Education** determines, at their sole discretion, that such circumstances exist, and the **Charter Governing Board** has made good faith efforts to timely inform the **Board of Public Education** of the circumstances, the **Board of Public Education** may waive the **Charter Governing Board's** breach of the prior permission requirement and allow the **Charter Governing Board** to seek permission ex post facto.

4.5.4. Management Contracts shall set forth with particularity, inter alia, the extent of the Educational Service Provider's participation in the organization, operation and governance of the **Charter Governing Board** and any school, and contain a provision requiring the Educational Service Provider to provide the **Board of Public Education** access to its annual financial statements and audit.

#### 4.6. Educational Programs.

4.6.1. The **Charter Governing Board** shall implement and provide educational programs at its school(s) that are designed to permit and do permit students to meet or exceed the performance standards adopted by the **Board of Public Education** and the goals, and measures of progress towards those goals, of the school(s) as set forth in the Performance Framework. Subject to the immediately foregoing requirements, the **Charter Governing Board** shall have the right to make any modifications to the educational programs of its schools as it deems necessary including, but not limited to, the curriculum, pedagogical approach, and staffing structure, and such modifications shall not require the permission of the **Board of Public Education** or be deemed a revision to the **Charter Contract**, provided however, that any such modifications shall be generally consistent with the Terms of Operation and applicable law, and the **Charter Governing Board** reports such modifications as part of its annual report.

4.6.2. Subject to any restraints in the Act or this **Charter Contract**, the **Charter Governing Board** may offer or share programs, settings, classes, and services between and among schools including grade level programs, specialized programs such as programs for students with disabilities or English language learners, and other programs so long as each such program is described in the Terms of Operation, each student participating in such program is included in the enrollment and Performance Framework of the student's sending school, unless the **Board of Public Education**, in their sole discretion, otherwise permit.

4.7. Performance Frameworks. By October 31 of the school year in which any school first commences instruction, the **Charter Governing Board** shall ensure that such school creates a Performance Framework, which plan upon its completion shall be incorporated into the **Charter Contract** as a Term of Operation. The Performance Framework shall replace and substitute for the assessment measures and educational goals and objectives set forth in the school's charter application in the Terms of Operation, but shall not provide for less stringent assessment measures or educational goals and objectives than those set forth in the school's

charter application. The **Charter Governing Board** understands that any school's success in meeting the goals and measures set forth in its Performance Framework shall be the predominant criterion by which the success of the school's education program will be evaluated by the **Board of Public Education** upon the **Charter Governing Board's** application for renewal of the authority to operate such school.

4.8. Monitoring Plan and Oversight. The **Charter Governing Board** acknowledges that the **Board of Public Education**, or their authorized agents, have the right to visit, examine into and inspect the **Charter Governing Board** as well as any school or program the **Charter Governing Board** may operate pursuant to a **Charter Contract** and any records related to any of the foregoing. To permit the **Board of Public Education** to fulfill their oversight function under the Act and ensure that the **Charter Governing Board** and each of its schools is in compliance with all applicable laws, rules and regulations and the terms and conditions of this **Charter Contract**, the **Charter Governing Board** agrees to abide by the Monitoring Plan, the requirements of which are set forth at Exhibit B.

4.9. Education of Students with Disabilities. The **Charter Governing Board** shall provide services and accommodations to students with disabilities as set forth for each school in the Terms of Operation and the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the "IDEA"), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the "ADA"), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504"), all applicable regulations promulgated pursuant to such federal laws, and the individualized education program ("IEP") of each student as determined by the committee or subcommittee on special education of the student's school district of residence or as assigned by such district ("CSE"). Each school shall provide such appropriate and required services either directly, cooperatively with another school operated by the **Charter Governing Board**, or by contract with another provider.

## 5. School Personnel

5.1. Status. The **Charter Governing Board** shall employ and/or contract with necessary personnel. The **Charter Governing Board** shall provide written notice to the **Board of Public Education** within five (5) business days of the hiring or departure (by resignation or dismissal) of the administrator, principal, or head of any school, however designated. The organizational structure of the **Charter Governing Board** and each school shall be consistent with the structures set forth in the Terms of Operation.

5.2. Personnel Policies; Staff Responsibilities. The **Charter Governing Board** shall make available in written form its hiring and personnel policies and procedures for the school, including the qualifications required by the **Charter Governing Board** in the hiring of teachers, school administrators, and other school employees as well as a description of staff responsibilities. Such policies and procedures shall be consistent with those set forth in the Terms of Operation, and should clearly indicate that the **Board of Public Education** shall have access to all personnel files to the extent permissible by law.

5.3. Background Checks; Fingerprinting. The **Charter Governing Board** shall establish, maintain, and implement procedures for conducting fingerprint-based background checks.

## 6. Financial Operations

### 6.1. Management and Financial Controls.

6.1.1. The **Charter Governing Board** shall at all times maintain appropriate governance and managerial procedures and financial controls and maintain the same at each public charter school, program or other activity operated by the **Charter Governing Board**.

6.1.2. The **Charter Governing Board** shall provide a statement to the **Board of Public Education**, no later than sixty (60) days after the date of execution of the **Charter Contract**, concerning the status of management and financial controls (the "Initial

- Statement") of the school. The Initial Statement must address whether the **Charter Governing Board** has documented adequate controls at that school relating to:
- 6.1.2.1. (i) preparing financial statements in accordance with generally accepted accounting principles ("GAAP");
  - 6.1.2.2. (ii) payroll procedures;
  - 6.1.2.3. (iii) accounting for contributions and grants;
  - 6.1.2.4. (iv) procedures for the creation and review of quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing and reviewing such financial statements for the **Charter Governing Board** and for each applicable public charter school; and,
  - 6.1.2.5. (v) appropriate internal financial controls and procedures.
- 6.2. The Initial Statement shall be reviewed and ratified by the **Charter Governing Board** prior to its submission to the **Board of Public Education**. The **Charter Governing Board** shall retain, when possible, an independent certified public accountant or independent certified public accounting firm licensed in the State to perform an agreed-upon procedures engagement. The purpose of the engagement will be to assist the **Charter Governing Board** in evaluating the Initial Statement and the procedures, policies and practices established thereunder. The **Board of Public Education** may require additional evidence to verify the correction of all such deficiencies.
- 6.3. Financial Statements; Interim Reports. All financial statements that the **Charter Governing Board** is required to prepare shall be in accordance with GAAP then in effect. During each year of operation, the **Charter Governing Board** shall prepare and submit to the **Board of Public Education** a quarterly unaudited statement of income and expenses for that preceding quarter in such form and electronic format as prescribed and disseminated by the **Board of Public Education** to include, but not be limited to, certain financial statements for each public charter school operated by the **Charter Governing Board**.
- 6.4. Audits.
- 6.4.1. The **Charter Governing Board** shall retain an independent certified public accountant or certified public accounting firm licensed in the State to perform annually an audit of the **Charter Governing Board's** annual financial statements related to public charter schools. The independent audit of the **Charter Governing Board's** financial statements must be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States, as well as any additional requirements and guidelines that may be provided by the **Board of Public Education**. The audited financial statements must be submitted to the **Board of Public Education** by October 31 of each year.
  - 6.4.2. A **Charter Governing Board** that contracts with an Educational Service Provider must submit to the **Board of Public Education** audited financial statements of the Educational Service Providers by October 31 of each year.
- 6.5. Fiscal Year. The fiscal year of the **Charter Governing Board** shall begin on July 1 of each calendar year of the term of the initial **Charter Contract** and shall end on June 30 of the subsequent calendar year.
- 6.6. Annual Budgets and Cash Flow Projections.
- 6.6.1. Except in the first year of operation, a **Charter Governing Board** shall prepare and provide to the **Board of Public Education** a copy of its annual budgets and cash flow projections for each public charter school it has been authorized to operate each fiscal year by no later than June 30 of the immediately preceding fiscal year.
  - 6.6.2. All annual budgets and cash flow projections shall be in such form and electronic format as prescribed and disseminated by the **Board of Public Education**.
- 6.7. Release of Funding. In the first year of the public charter school operations, if, after the October enrollment count, a public charter school does not meet the eligibility requirements for separate budget unit status and basic entitlement pursuant to 20-6-812, MCA, public

charter schools receiving a basic entitlement will be subject to the return of overpayment provisions under 20-9-344, MCA.

## 7. Reporting Requirements

- 7.1. Annual Reports. No later than July 1 succeeding a school year in which any public charter school provided instruction, the **Charter Governing Board** shall submit to the **Board of Public Education** an Annual Report for each such public charter school setting forth the academic program and performance of each public charter school for the preceding school year. The Annual Report shall be in such form as shall be prescribed by the **Board of Public Education** and shall include at least the following components.
- 7.1.1. A discussion of each school's progress made towards achievement of the goals set forth in the Terms of Operation including its Performance Framework.
- 7.1.2. A report on the progress of each public charter school in meeting the goals and measures of the Performance Framework during the last school year (the "Performance Framework Progress Report"). The Performance Framework Progress Report must contain data addressing each goal and measure in the school's Performance Framework and should report data as may be required by the **Board of Public Education** in order for the **Board of Public Education** to substantiate outcomes. The Performance Framework Progress Report shall be prepared pursuant to any requirements set forth by the **Board of Public Education**. Should the Performance Framework Progress Report indicate that the school has not met one or more of the goals in its Performance Framework, the **Board of Public Education** may require the **Charter Governing Board** to submit a corrective plan for the school pursuant to this **Charter Contract**.
- 7.1.3. The statement of assurances relating to compliance with requirements under the **Charter Contract** and applicable law, the form and requirements of which shall be determined by the **Board of Public Education**.
- 7.1.4. A brief statement setting forth changes to the school's educational program and mission as well as governing and organizational structures, during the previous fiscal and school year.
- 7.2. Financial Reports. The **Charter Governing Board** shall provide the financial reports required by this **Charter Contract** pursuant to the terms and dates specified therein.

## 8. Renewal, Corrective Action, and Termination

- 8.1. School Renewal. No later than June 30 of each year, the **Board of Public Education** shall issue a public charter school performance report and charter renewal application guide to the **Charter Governing Board** of any public charter school whose charter will expire the following year. The performance report must summarize the public charter school's performance record and must provide notice of any weaknesses or concerns perceived by the **Board of Public Education** that may jeopardize renewal if not rectified. The **Charter Governing Board** shall respond to the performance report and submit any corrections or clarifications within 90 days.
- 8.2. No later than February 1, the **Charter Governing Board** shall submit to the **Board of Public Education** a renewal application to extend the authority to operate a school (the "School Renewal Application"). The School Renewal Application shall conform to 20-6-809, MCA, and the **Board of Public Education's** guidelines and contain:
- 8.2.1. a report of the progress of the school in achieving the educational objectives set forth in the Terms of Operation;
- 8.2.2. a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the school that will allow a comparison of such costs to other schools;
- 8.2.3. copies of each of the Annual Reports of the school including the school report cards and certified financial statements;

- 8.2.4. evidence of parent and student satisfaction at the school; and
- 8.2.5. such other material and information as is required by the **Board of Public Education**.
- 8.3. Approval or Denial of School Renewal. The **Board of Public Education** shall either approve or deny the School Renewal Application. In the event that the School Renewal Application is not approved, the **Charter Governing Board** shall close the school at the end of the school year that corresponds with the end of the period the **Charter Governing Board** may operate the school pursuant to this **Charter Contract**, and the **Charter Governing Board** shall follow the procedures for school closure as established by the **Board of Public Education**. In the event that the School Renewal Application is granted in whole or part, the **Board of Public Education** shall enter into a proposed renewal **Charter Contract** to allow the **Charter Governing Board** to operate the school for an additional period of time in accordance with the **Board of Public Education's** renewal practices. Nothing herein shall obligate the **Board of Public Education** to approve a School Renewal Application.
- 8.4. Corrective Plans. If the **Board of Public Education** determines that the **Charter Governing Board** or any of its charter schools, programs or sites is not progressing toward one or more of the performance or education goals set forth in the **Charter Contract**, that the quality of a charter school's, program's or site's educational program or the **Charter Governing Board's** governance practices are not satisfactory, or that the **Charter Governing Board** or any of its charter schools or sites is not in compliance with the terms and conditions of the **Charter Contract** including the Monitoring Plan, then the **Board of Public Education**, in consultation with the **Charter Governing Board**, may develop and require the **Charter Governing Board** to implement a corrective plan ("Corrective Plan"). Nothing contained herein shall require the **Board of Public Education** to undertake the development of a Corrective Plan to terminate the authority to operate a charter school, site or program, place the **Charter Governing Board** on probationary status, or initiate mandatory remedial action in accordance with the Act or the **Charter Contract**. The terms and conditions of a remedial plan may include, but are not limited to, the termination of the authority of the **Charter Governing Board** to operate a particular charter school, site, or program.
- 8.5. Grounds for Charter Termination or Revocation. The **Charter Contract** may be terminated and revoked:
  - 8.5.1. by the **Board of Public Education** in accordance with the Act; or,
  - 8.5.2. by mutual agreement of the Parties hereto.
- 8.6. Grounds for School Closure. The **Charter Governing Board's** authority to operate any charter school, site, or program may be terminated or revoked:
  - 8.6.1. should the **Board of Public Education** determine that one of the grounds set forth in the Act apply to such charter school, site, or program; or
  - 8.6.2. by mutual agreement of the Parties hereto.
- 8.7. Notice and Procedures.
  - 8.7.1. Should the **Board of Public Education** determine that one of the grounds for termination or revocation of the **Charter Contract** as defined under the Act has occurred or is occurring, the **Board of Public Education** may, at their discretion, elect as follows:
    - 8.7.1.1. to terminate the **Charter Contract**; or
    - 8.7.1.2. terminate the **Charter Governing Board's** authority to operate one or more charter schools, programs, or sites, or any combination thereof; or,
  - 8.7.2. Should the **Board of Public Education** elect to terminate the **Charter Contract**, the **Board of Public Education** shall provide notice of such to the **Charter Governing Board** at least thirty (30) days prior to the effective date of the proposed termination. Such notice shall include a statement of reasons for the proposed termination. Prior to termination of the **Charter Contract**, the **Charter Governing Board** shall be provided an opportunity to be heard and present evidence in opposition to termination.
  - 8.7.3. Should the **Board of Public Education** elect to terminate the authority of the **Charter Governing Board** to operate a charter school or site, the **Board of Public Education**

shall provide notice of such to the **Charter Governing Board** at least thirty (30) days prior to the effective date of the proposed action.

8.8. Effect of Termination. In the event of termination of the **Charter Contract**, whether prematurely or otherwise, the **Charter Governing Board** agrees to follow any additional procedures required by the **Board of Public Education** to ensure an orderly dissolution or transition process, including the implementation of a school closure plan as provided by the **Board of Public Education**.

## 9. Other Covenants and Warranties

### 9.1. Indemnification and Acknowledgements

9.1.1. Indemnification: The **Charter Governing Board** shall indemnify, defend, save and hold harmless the **Board of Public Education**, the State of Montana, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the **Charter Governing Board** or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the **Charter Governing Board** to conform to any federal, state, or local law, statute, ordinance, administrative rule, regulation, or court decree that is applicable to the **Charter Governing Board**. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the **Charter Governing Board** from and against any and all claims. It is agreed that the **Charter Governing Board** will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this **Charter Contract**, the **Charter Governing Board** agrees to waive all rights of subrogation against the State of Montana, its officers, officials, agents, and employees for losses arising from the work performed by the **Charter Governing Board** for the State of Montana.

9.1.2. Immunity. The parties acknowledge that, pursuant to law, the **Board of Public Education**, its members, officers, and employees shall enjoy all immunities from liability as provided under the law. Nothing in this **Charter Contract** shall be construed as a waiver of any rights, limits, protections, or defenses provided by any sovereign or governmental immunity laws.

9.1.3. Debts and Financial Obligations: The parties acknowledge that neither the **Board of Public Education**, the State of Montana, or its agencies, boards, commissions, or divisions are liable for the debts or financial obligations of a public charter school or persons or entities that operate public charter schools.

9.2. Charter Revision. This **Charter Contract** may be revised only by written consent of the Parties hereto.

9.3. Assignment. This **Charter Contract** may not be assigned or delegated by the **Charter Governing Board** under any circumstances, it being expressly understood that the rights and obligations granted hereby runs solely and exclusively to the benefit of the **Charter Governing Board**.

9.4. Notices. Any notice, demand, request, or submission from one Party to any other Party or Parties hereunder shall be deemed to have been sufficiently given or served for all purposes if it is delivered in writing via electronic mail as an attachment thereto with a legally valid and binding electronic signature or an electronic image of a physical signature (.pdf or similar format), and as of the date upon which the sender receives receipt of confirmation generated

by the recipient's electronic mail system that the notice has been received by the recipient's electronic mail system, to the Parties at the following addresses:

If to the **Charter Governing Board**:

NAME  
MAILING ADDRESS  
CITY, STATE ZIP  
EMAIL ADDRESS

If to the **Board of Public Education**:

McCall Flynn  
PO Box 200801  
Helena, MT 59620  
[bpe@mt.gov](mailto:bpe@mt.gov)

- 9.5. Severability. In the event that any provision of this **Charter Contract** or the Terms of Operation thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this **Charter Contract** and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this **Charter Contract** shall continue to be valid and may be enforced to the fullest extent permitted by law.
- 9.6. Entire Charter. The **Charter Contract** supersedes and replaces any and all prior agreements and understandings between the **Board of Public Education** and the **Charter Governing Board** as it relates to the creation of a particular public charter school. To the extent that any conflict or incompatibility exists between the Terms of Operation and the other terms of this **Charter Contract**, such other terms of this **Charter Contract** shall control.
- 9.7. Construction. This **Charter Contract** shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared the **Charter Contract**.

## TEACH ACADEMY

By \_\_\_\_\_  
XX, Chair of the Charter Governing Board

## MONTANA BOARD OF PUBLIC EDUCATION

By \_\_\_\_\_  
Dr. Tim Tharp, Chair of the Montana Board of Public Education



## Exhibit A – Terms of Operation

### Part I – Specific Terms

Additional Terms of Operation will be added at a later date, based on the timeline outlined for submission above. The **Board of Public Education** will communicate this timeline and submission expectations at a later date.

The **Charter Governing Board** shall provide educational services, including the delivery of instruction, to students at the following location(s):

Location Name

School Address

City, State Zip

### Part II – Charter Application

The **Board of Public Education** will include the Charter Application submitted by the **Charter Governing Board** for execution of the **Charter Contract**.

## Exhibit B – Monitoring Plan

### Part I – Monitoring Plan

As provided in the **Charter Contract**, the **Charter Governing Board** agrees to abide by a **Monitoring Plan**, the general components of which are set forth below. The requirements of the **Monitoring Plan**, are in addition to any notification, record-keeping, or reporting requirements set forth in the **Charter Contract** or applicable law including any obligation to receive the written approval of the **Board of Public Education**, and/or to seek approval for revision of the **Charter Contract** pursuant to applicable law.

- A. The **Charter Governing Board** shall maintain the following records in its offices for inspection by the **Board of Public Education** and/or its designee:
  1. Records concerning the enrollment and admissions process including all applications received and documents concerning the lottery process if conducted;
  2. Student academic and health records;
  3. Attendance records for students including withdrawals of students from each **school** and the reason(s) for such withdrawals;
  4. Individual Education Programs and other documentation concerning the Individuals with Disabilities Education Act (“IDEA”) as well as documentation concerning section 504 of the Rehabilitation Act of 1973 for children with disabilities enrolled in each school;
  5. Staff rosters including records of hiring, resignation, and termination of employees;
  6. Evidence of credentials and/or qualifications for all teachers;
  7. Evidence that required fingerprint-based background checks have been conducted for all applicable school employees;
  8. Certificates of occupancy or other facility-related certification or permits;
  9. Lease agreements and/or mortgages or deeds;
  10. Loan documents;
  11. Contracts in excess of \$1,000 including management contracts;
  12. **Charter Governing Board** or **school** policies in areas such as financial management, personnel, student discipline (including suspension and expulsion), complaints, health and safety, student privacy and transportation, Public Right to Know Laws and Open Meetings Laws and other areas required by the **Charter Contract** or law;
  13. Grievances made by students, parents, teachers, and other employees of the **Charter Governing Board** together with documentation of all actions taken in response;
  14. Inventory of all assets of the **Charter Governing Board** that have been purchased with public funds including grant funds;
  15. Documents sufficient to substantiate each **school**'s progress on the measurable goals set forth in its Performance Framework; and,
  16. Student level discipline records including, but not limited to, information regarding in-school and out-of-school suspensions, and expulsions for all students (including students with disabilities) available by grade and year reflecting:
    - a. number of suspension/expulsion incidents; and,
    - b. number of different students involved in suspension/expulsion incidents.
- B. To corroborate information submitted by the **Charter Governing Board** to the **Board of Public Education**, and in order to ensure compliance with the Act and the **Charter Contract**, the **Board of Public Education** or its designee will:
  1. Make at least one visit to each **school** in its first year of operation. Such visits may include an inspection of the physical plant, all categories of records set forth in subsection A of the Monitoring Plan, interviews with the administrator of the school and other personnel, and

observation of instructional methods. Visits in later years may decrease in frequency and be conducted by **Board of Public Education** designees;

2. During the first term of authority to operate a **school**, make at least one other visit to a school, which may be announced or unannounced. In subsequent terms, the **Board of Public Education** may conduct visits on a sampling basis for schools that demonstrate high levels of academic and fiscal soundness, compliance with applicable laws, rules, and regulations, and whose academic performance makes it likely they will improve student learning and achievement;
  3. Require the **Charter Governing Board** to make available necessary information in response to the **Board of Public Education**'s inquiries including information necessary to prepare annual or semi-annual evaluations of each school's financial operations, academic program, future outlook, and other areas;
  4. Conduct internal investigations as appropriate on its own initiative or in response to concerns raised by students, parents, employees, local school districts and other individuals or groups. Where appropriate, the **Board of Public Education** shall issue remedial orders as permitted by the **Charter Contract** or applicable law; and
  5. Review as necessary the **Charter Governing Board**'s and its **schools**' operations to determine whether any changes in such operations require formal revision of the **Charter Contract** and, if so, determine whether such revision should be recommended for approval.
- C. The **Charter Governing Board** shall track, and maintain information regarding, the following information:
1. A copy of all minutes from each of its meetings, committee meetings and executive sessions of the meeting or session pertaining to the **school**;
  2. An updated list of trustees and officers of any such person's election; removal; resignation; expiration of term without re-election; or, otherwise leaving the **Charter Governing Board**; and,
  3. An updated list of each administrator, principal or head of school for each **site** of each **school**, however designated.
  4. Any and all student-level suspensions (including in-school and out-of-school suspensions of less than one-day) and expulsions including, but not limited to:
    - a. The date the disciplinary action was instituted;
    - b. The duration of any suspension;
    - c. The reason for such suspension or expulsion;
    - d. The student's status as an English Language Learner ("ELL"), a student with a disability under the IDEA or a student who qualifies for the federal Free or Reduced Price Lunch program("FRPL"); and,
    - e. Other student demographic information.
  5. Any and all student-level enrollment and retention information including, but not limited to:
    - a. The date of any student withdrawal, transfer or discharge;
    - b. The reason for each withdrawal, transfer or discharge;
    - c. The student's status as an ELL, student with a disability under the IDEA or a FRPL student; and,
    - d. Other student demographic information.
- D. The **Charter Governing Board** shall provide the **Board of Public Education** with such information on a quarterly basis in accordance with guidance maintained and disseminated by the **Board of Public Education**. Such guidance, as it may be amended from time to time, shall be binding on the **Charter Governing Board**.

## Exhibit C – Performance Framework

### Part I – Academic Performance Framework and Evaluation

- A. The **Charter Governing Board** shall adhere to the provisions in Title 20 of the Montana Code Annotated and Title 10 of the Administrative Rules of Montana and any state or local rule, regulation, policy, or procedure relating to noncharter public schools within the located school district.
- B. The **Charter Governing Board** shall identify a performance framework as prescribed in 20-6-809, MCA, that clearly sets forth the academic and operational performance indicators, measures, and metrics which include:
  1. school achievement goals;
  2. student academic proficiency;
  3. student academic growth;
  4. achievement gaps in both proficiency and growth between major student subgroups;
  5. attendance;
  6. dropout rate;
  7. recurrent enrollment from year to year;
  8. postsecondary readiness;
  9. financial performance and sustainability;
  10. **Charter Governing Board** performance and stewardship, including compliance with all applicable laws, regulations, and terms of the **Charter Contract**.

## Exhibit D – Assurances and Variances to Standards

### Part I – Assurances Regarding Students with Disabilities

- A. The **Charter Governing Board** provides the following assurances regarding the provision of education and other services to students with disabilities to be enrolled at each proposed charter school.
1. The **Charter Governing Board** will adhere to all provisions of federal law relating to students with disabilities including the IDEA, Section 504, and Title II of the ADA which are applicable to it.
  2. The **Charter Governing Board** will, consistent with applicable law, be a Local Education Agency (LEA) that will ensure that all students with disabilities that qualify under the IDEA:
    - a. have available a free appropriate public education (“FAPE”);
    - b. are appropriately evaluated;
    - c. are provided with an IEP;
    - d. receive an appropriate education in the least restrictive environment (LRE);
    - e. are involved in the development of and decisions regarding the IEP, along with their parents; and,
    - f. have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to a school’s or school district’s provision of FAPE.
  3. Unless otherwise approved by the **Board of Public Education**, the **Charter Governing Board** will employ for each school, at a minimum, a person properly certified as the school’s students with disabilities coordinator, whose responsibilities will include coordinating with Committees on Special Education (“CSE”); providing information to and obtaining information from CSEs as needed throughout the year; determining if entering students have IEPs; and working with CSEs and school districts to ensure that all required settings and related services are being provided and that all IEPs are appropriate in the context of the charter school overall setting. The **Charter Governing Board** may permit the students with disabilities coordinator to take on additional administrative duties to the extent that they do not interfere with the coordinator’s responsibilities to ensure the school’s compliance with the IDEA, Section 504 and Title II of the ADA.
  4. Each school will make available, as required by IDEA regulations, a student’s regular and special education teachers (and other required school personnel) for meetings convened by such student’s CSE, and provide such teachers and personnel with copies of the student’s IEP.
  5. Each school will ensure that parents of children with disabilities are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of general education children.
  6. Each school will abide by the applicable provisions and regulations of the IDEA and the Family Educational Rights and Privacy Act (FERPA) as they relate to students with disabilities including, but not limited to, having procedures for maintaining student files in a secure and locked location with limited access.
  7. Each school’s students with disabilities coordinator will retain such data and prepare such reports as are needed by the Office of Public Instruction in order to permit such entities to comply with federal law and regulations.
  8. Each school will comply with its obligations under the Child Find requirements of IDEA including 34 C.F.R. § 300.111, and will provide appropriate notification to parents in connection therewith as applicable, including notifying them prior to providing a child’s name to a CSE for potential evaluation.

## Part II – Assurances Regarding Indian Education for All (IEFA)

- A. The **Charter Governing Board** provides the following assurances regarding the provision of Indian education at each proposed charter school.
  - 1. The **Charter Governing Board** recognizes that it is the constitutionally declared policy of the State to recognize the distinct and unique cultural heritage of American Indians and to be committed in its educational goals to the preservation of the cultural heritage of American Indians.
  - 2. The **Charter Governing Board** shall ensure that all students utilizing educational programs provided by a charter school, whether Indian or non-Indian, learn about the distinct and unique heritage of American Indians in a culturally responsive manner.
  - 3. The **Charter Governing Board** shall work cooperatively with Montana tribes or those tribes that are in close proximity, when providing instruction or when implementing an educational goal or adopting a rule related to the education of each Montana citizen, to include information specific to the cultural heritage and contemporary contributions of American Indians, with particular emphasis on Montana Indian tribal groups and governments.
  - 4. Predicated on the belief that all school personnel should have an understanding and awareness of Indian tribes to help them relate effectively with Indian students and parents, the **Charter Governing Board** shall provide means by which school personnel will gain an understanding of and appreciation for the American Indian people.

## Part III – Variances to Standards

- A. Variances to Existing Standards: The **Board of Public Education** does not authorize any variances to standards as part of this **Charter Contract** to meet the intended outcomes of the proposed academic program of the **school**.
- B. Variance to standards requests may be approved in accordance with ARM 10.55.604 or amendment to this Exhibit. An application for variance to standards is due in writing to the Superintendent of Public Instruction no later than the second Monday in October for the current academic year.

**INITIAL PUBLIC CHARTER CONTRACT**

This agreement, executed on this 28 day of February 2024 by and between the Montana **Board of Public Education** and the **Charter Governing Board** of the CONNECT Academy (collectively, the "**Parties**").

**WITNESSETH:**

WHEREAS the State of Montana (the "**State**") enacted the Public Charter Schools Act (the "**Act**"); and

WHEREAS pursuant to 20-6-804, MCA, the **Board of Public Education** has the authority to (i) approve applications to establish public charter schools in the State, (ii) thereafter to enter into a **Charter Contract** with applicants setting forth the terms and conditions under which a public charter school shall operate, and (iii) may thereafter renew a **Charter Contract** for a period of up to five years; and

WHEREAS an application was submitted to the **Board of Public Education** for establishment of a new public charter school pursuant to the **Act**, which the **Board of Public Education** approved;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, the **Parties** hereby agree as follows:

1. Definition of Terms

- 1.1. **Board of Public Education:** the board created by Article X, section 9(3), of the Montana constitution and 2-15-1507, MCA.
- 1.2. **Charter Contract:** a fixed-term, renewable contract between a **Charter Governing Board** of a public charter school and the **Board of Public Education** that outlines the roles, powers, responsibilities, and performance expectations for each party to the contract.
- 1.3. **Charter Governing Board:** the elected board of trustees of a public charter school district exercising supervision and control over a public charter school or the local school board that is a party to the **Charter Contract** with the **Board of Public Education** and that exercises supervision and control over a public charter school pursuant to a **Charter Contract**. Each **Charter Governing Board** is entitled to operate one **school** in one or more **sites** for each **Charter Contract** issued to it.
- 1.4. **Local school board:** a preexisting board of trustees exercising supervision and control of the schools and programs of a local school district pursuant to Article X, section 8, of the Montana constitution and the laws of the state of Montana.
- 1.5. **Located school district:** the school district in which a proposed, preoperational, or operational public charter school is located and from which the separate boundaries of the public charter school district are proposed to be formed. When a public charter school district is formed, the boundaries of the public charter school district are removed from the territory of the located school district.
- 1.6. **Noncharter public school:** any public school that is under the supervision and control of a local school board or the state and is not operating pursuant to a **Charter Contract**.
- 1.7. **School:** a vehicle for the delivery of a complete educational program to students that has: independent leadership; dedicated staff; and defined facilities. A **Charter Governing Board** may have the authority to operate more than one **school** so long as a **Charter Contract** has been issued for each such **school**. A **school** may be housed in more than one physical **site**. A **school** is its own Local Educational Agency (LEA) for federal program purposes, including the education of students with disabilities, and its own accountability unit for purposes of the federal Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA), and all applicable accountability designations made applicable by Montana law.

- 1.8. **Site:** one of a number of facility locations for a single public charter school typically representing a grade range (for example, K-6 site, 7-8 site, or 9-12 site). A site would not be its own LEA, ESSA, or state Accountability Designation unit. More than one public charter school building tightly clustered (i.e., a campus) would operate as a “single site.”
2. Establishment of the CONNECT Academy
  - 2.1. Charter Agreement. This agreement (the **Charter Contract**), which specifically incorporates the following:
    - 2.1.1. certain terms of operation set forth collectively and attached hereto in Exhibit A, and shall incorporate the initial charter applications or proposals of any additional schools that may hereafter be approved by the **Board of Public Education**, and which shall be hereafter referred to collectively as the Terms of Operation (the “**Terms of Operation**”);
    - 2.1.2. the Monitoring Plan, attached hereto as Exhibit B (the “**Monitoring Plan**”), which shall incorporate applicable monitoring procedures which must be completed by the **Charter Governing Board**;
    - 2.1.3. the Performance Framework developed by each **school** to be operated by the **Charter Governing Board** or to be developed during the first year of operation by any additional school the **Charter Governing Board** may be permitted to operate, and further described herein and set forth in Exhibit C, (the “**Performance Framework**”);
    - 2.1.4. the Additional Assurances and Variances to Standards, if any, set forth in Exhibit D (the “**Additional Assurances and Variances to Standards**”);
  - 2.2. Purpose. This **Charter Contract** is entered into for the purpose of authorizing the establishment of a public charter school that meets identified educational needs and promotes a diversity of educational choices. The **Charter Governing Board** shall operate a public charter school consistent with the terms of the **Charter Contract** and all applicable laws and administrative rules to create and innovative and high-performing public charter school under the general supervision of the **Board of Public Education** and under the supervision and control of the **Charter Governing Board** who are elected by the qualified electors in the community where the public charter school is located.
  - 2.3. Applicable Law and Venue. Montana law governs this **Charter Contract**. Except as provided in 20-6-811, MCA, and this **Charter Contract**, the **Charter Governing Board** is subject to the provisions in Title 20 of the Montana Code Annotated and any state local rule, regulation, policy, or procedure relating to noncharter public schools within the **located school district**. The parties agree that any litigation concerning the **Charter Contract** must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.
  - 2.4. Authority to Operate; Effective Date; Term. The **Board of Public Education**, as the sole entity authorized to enter into charter contracts, having approved the **Charter Governing Board** to operate a public charter school on January 19, 2024, authorizes the **Charter Governing Board** to open and commence operation of a **school** on July 1, 2024. This **Charter Contract** is effective upon the signing of both parties for a term of five (5) years commencing on July 1, 2024, and ending on June 30, 2029. The **Charter Contract** may be renewed pursuant to 20-6-809, MCA, or extended pursuant to the terms herein.
    - 2.4.1. Planning Years, Effect. The **Charter Governing Board** shall continue or commence instruction, as the case may be, in conformity with the schedule set forth in the Terms of Operation for each **school** it is permitted to operate.
      - 2.4.1.1. Subject to the foregoing limitation, planning years applicable to any school or schools set forth in the Terms of Operation shall not require further approval of the **Board of Public Education** or constitute a revision to the **Charter Contract**.
      - 2.4.1.2. The **Charter Governing Board** may take one (1) additional planning year pursuant to 20-6-806, MCA. In this case, the **Board of Public Education** will



authorize a delayed effective date commencing on July 1, 2025, and ending on June 30, 2030, for a term of five (5) years.

- 2.4.1.3. In the event the **Charter Governing Board** is unable to open a **school** or schools by such date(s) the **Charter Contract** issued that permitted the **Charter Governing Board** to operate such school(s) shall be deemed to be void *ab initio*.

### 3. Governance

- 3.1. Status. The **school** shall be governed by the **Charter Governing Board**, as updated by subsequent election and approval, resignation, removal, or other disposition in accordance applicable law. The **Charter Governing Board** shall have final authority for policy and operational decisions of the **school** although nothing herein shall prevent the **Charter Governing Board** from delegating decision-making authority to officers, employees, and agents of the **Charter Governing Board**. In addition:
- 3.1.1. The **Charter Governing Board** shall establish and appoint members of an advisory board to provide recommendations and insight regarding the public charter school's operations. Members of the advisory board must include members with knowledge or experience in the mission or focus of the public charter school.
- 3.1.2. The **Charter Governing Board** and its officers, directors, members, and partners, have a duty of care for complying with the provisions of this **Charter Contract**, all applicable laws, administrative rules, regulations, and reporting requirements.
- 3.2. Code of Ethics and Conflicts of Interest. The **Charter Governing Board**, its trustees, officers, and employees shall abide by the code of ethics and/or conflicts of interest policy set forth in existing **local school board** approved policies, which must conform to applicable law, and include standards with respect to disclosure of conflicts of interest regarding any matter brought before the **Charter Governing Board**.
- 3.3. Bylaws. The **Charter Governing Board** shall provide immediate notice to the **Board of Public Education** regarding any proposed amendment to its bylaws, policies, or operating procedures that may impact the operation of a public charter school within its geographic boundaries.

### 4. School Operations

- 4.1. Age; Grade Range; Number of Students. Each **school** operated by the **Charter Governing Board** shall provide instruction to pupils in such ages, grades, and numbers in each year of operation as set forth in the Terms of Operation. The **Charter Governing Board** shall annually determine the capacity of the **school** in consideration of the **Charter Governing Board's** assessment of its ability to facilitate the academic success of students, to achieve the objectives specified in the **Charter Contract**, and to ensure that student enrollment does not exceed the capacity of its designated **site**.
- 4.2. Admissions; Enrollment; Attendance; Transfer. The **Charter Governing Board** shall have in place and implement comprehensive policies for admissions, enrollment, and attendance, which policies shall be approved by the **Charter Governing Board** and shall be consistent with applicable law and regulations. Such policies shall provide in detail the procedures and practices utilized by each **school** in regard to admission, enrollment, attendance and withdrawal including, *inter alia*, the period in which applications for admission shall be timely, how to obtain an application for admission, the practices in operating the random selection process, the maintenance of a wait list, the implementation of enrollment preferences, and the taking of student attendance. With the exception of any changes in the at-risk school design factors, the **Charter Governing Board** shall have the authority to make changes to such policies and such changes shall not require the permission of the **Board of Public Education** or constitute a revision to the **Charter Contract**. Such changes, however, must be consistent with applicable law and regulations.

- 4.3. Marketing. The **Charter Governing Board** shall utilize reasonable outreach and marketing measures to make potential applicants aware of opportunities for enrollment at each of its schools.
- 4.4. Insurance. The **Charter Governing Board** shall, at its own expense, purchase and maintain the insurance coverage for liability, property loss, and the personal injury of students for the **Charter Governing Board** and for each **school** or **site** as is described in the Terms of Operation together with any other additional insurance that the **Charter Governing Board** deems necessary. Such insurance policies shall continue in effect. In the case of additional **schools**, the applicable insurance must be in effect prior to employees or students being present. The **Charter Governing Board** shall provide the **Board of Public Education** with certificates of insurance or other satisfactory proof evidencing coverage including, but not limited to, renewal policies, or additions, riders or amendments thereto covering additional schools. All such insurance policies shall contain a provision requiring notice to the **Board of Public Education**, at least thirty (30) days in advance, of any material change, nonrenewal or termination. Notwithstanding any provision to the contrary, the **Charter Governing Board** shall take all steps necessary to comply with any additional regulations made applicable to public schools.
- 4.5. Contracting with Educational Service Providers. Any entity that provides all or a substantial subset of all services necessary to operate and oversee any school's educational program on a fee basis and pursuant to a fee-based contract shall be known as an educational service provider ("Educational Service Provider") and the contract under which such services are provided shall be referred to as a management contract ("Management Contract"). Any other contractual arrangements including, but not limited to, leases, subleases, lease-purchase agreements, credit facilities, loan agreements, promissory notes, negotiable instruments, and other debt instruments, that are contemplated between the **Charter Governing Board** on the one hand and the Educational Service Provider, its partners, parents, subsidiaries, agents, and affiliates (including any entity that holds an economic interest in the Educational Service Provider) on the other, shall be known collectively, together with the Management Contract, as ESP Contracts ("ESP Contracts"). The following requirements and provisions relating to Educational Service Providers, Management Contracts and ESP Contracts shall apply.
- 4.5.1. Except as otherwise provided in this **Charter Contract**, the **Board of Public Education** reserves the right to review and disapprove for good cause shown any and all ESP Contracts that the **Charter Governing Board** seeks to execute, amend, or renew during the time that this **Charter Contract** is in effect. Good cause shown includes, but is in no way limited to, a finding that the ESP Contract(s) at issue does not, under the totality of the circumstances, allow the **Charter Governing Board** effective and sufficient means to hold the Educational Service Provider accountable including means to terminate the Educational Service Provider without placing the school's further existence in peril.
- 4.5.2. To facilitate the **Board of Public Education's** rights of review and disapproval, the **Charter Governing Board** shall provide the **Board of Public Education** with any proposed ESP Contract or proposed material amendment thereto no later than thirty (30) days prior to the proposed date of execution. In addition to the foregoing, prior to a school's first year of operation, and where no prior Management Contract has been in place for that school, the **Charter Governing Board** must submit the proposed Management Contract to the **Board of Public Education** by no later than July 1 immediately preceding the start of the school year. When submitting an ESP Contract, the **Charter Governing Board** must include a written opinion of the **Charter Governing Board's** legal counsel stating that the ESP Contract has been reviewed by legal counsel to the **Charter Governing Board**. Within thirty (30) days of receiving the proposed ESP Contract, the **Board of Public Education** shall notify the **Charter Governing Board** if the agreement is disapproved, except that the **Board of Public Education**, at their

- discretion, may extend the review period an additional thirty (30) days. It is expressly understood that should the **Board of Public Education** not disapprove an ESP Contract, the **Board of Public Education** by such action(s) are in no way endorsing or approving the contract, the fee arrangements if any or any other provisions contained therein.
- 4.5.3. To the extent that the Terms of Operation contemplate that any of the **Charter Governing Board's** schools would be operated with the assistance of an Educational Service Provider pursuant to a Management Contract, the **Charter Governing Board** shall obtain the prior written approval of the **Board of Public Education** prior to operating the school without such Educational Service Provider's assistance. Notwithstanding the above, it is understood that circumstances may require the **Charter Governing Board** to terminate and/or not renew a Management Contract and thereafter operate a school without the services of the Educational Service Provider identified in the Terms of Operation (or otherwise subsequently approved by the **Board of Public Education**) prior to obtaining the permission of the **Board of Public Education**. Where the **Board of Public Education** determines, at their sole discretion, that such circumstances exist, and the **Charter Governing Board** has made good faith efforts to timely inform the **Board of Public Education** of the circumstances, the **Board of Public Education** may waive the **Charter Governing Board's** breach of the prior permission requirement and allow the **Charter Governing Board** to seek permission ex post facto.
- 4.5.4. Management Contracts shall set forth with particularity, inter alia, the extent of the Educational Service Provider's participation in the organization, operation and governance of the **Charter Governing Board** and any school, and contain a provision requiring the Educational Service Provider to provide the **Board of Public Education** access to its annual financial statements and audit.
- 4.6. Educational Programs.
- 4.6.1. The **Charter Governing Board** shall implement and provide educational programs at its school(s) that are designed to permit and do permit students to meet or exceed the performance standards adopted by the **Board of Public Education** and the goals, and measures of progress towards those goals, of the school(s) as set forth in the Performance Framework. Subject to the immediately foregoing requirements, the **Charter Governing Board** shall have the right to make any modifications to the educational programs of its schools as it deems necessary including, but not limited to, the curriculum, pedagogical approach, and staffing structure, and such modifications shall not require the permission of the **Board of Public Education** or be deemed a revision to the **Charter Contract**, provided however, that any such modifications shall be generally consistent with the Terms of Operation and applicable law, and the **Charter Governing Board** reports such modifications as part of its annual report.
- 4.6.2. Subject to any restraints in the Act or this **Charter Contract**, the **Charter Governing Board** may offer or share programs, settings, classes, and services between and among schools including grade level programs, specialized programs such as programs for students with disabilities or English language learners, and other programs so long as each such program is described in the Terms of Operation, each student participating in such program is included in the enrollment and Performance Framework of the student's sending school, unless the **Board of Public Education**, in their sole discretion, otherwise permit.
- 4.7. Performance Frameworks. By October 31 of the school year in which any school first commences instruction, the **Charter Governing Board** shall ensure that such school creates a Performance Framework, which plan upon its completion shall be incorporated into the **Charter Contract** as a Term of Operation. The Performance Framework shall replace and substitute for the assessment measures and educational goals and objectives set forth in the school's charter application in the Terms of Operation, but shall not provide for less stringent assessment measures or educational goals and objectives than those set forth in the school's

charter application. The **Charter Governing Board** understands that any school's success in meeting the goals and measures set forth in its Performance Framework shall be the predominant criterion by which the success of the school's education program will be evaluated by the **Board of Public Education** upon the **Charter Governing Board's** application for renewal of the authority to operate such school.

4.8. Monitoring Plan and Oversight. The **Charter Governing Board** acknowledges that the **Board of Public Education**, or their authorized agents, have the right to visit, examine into and inspect the **Charter Governing Board** as well as any school or program the **Charter Governing Board** may operate pursuant to a **Charter Contract** and any records related to any of the foregoing. To permit the **Board of Public Education** to fulfill their oversight function under the Act and ensure that the **Charter Governing Board** and each of its schools is in compliance with all applicable laws, rules and regulations and the terms and conditions of this **Charter Contract**, the **Charter Governing Board** agrees to abide by the Monitoring Plan, the requirements of which are set forth at Exhibit B.

4.9. Education of Students with Disabilities. The **Charter Governing Board** shall provide services and accommodations to students with disabilities as set forth for each school in the Terms of Operation and the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the "IDEA"), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the "ADA"), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504"), all applicable regulations promulgated pursuant to such federal laws, and the individualized education program ("IEP") of each student as determined by the committee or subcommittee on special education of the student's school district of residence or as assigned by such district ("CSE"). Each school shall provide such appropriate and required services either directly, cooperatively with another school operated by the **Charter Governing Board**, or by contract with another provider.

## 5. School Personnel

5.1. Status. The **Charter Governing Board** shall employ and/or contract with necessary personnel. The **Charter Governing Board** shall provide written notice to the **Board of Public Education** within five (5) business days of the hiring or departure (by resignation or dismissal) of the administrator, principal, or head of any school, however designated. The organizational structure of the **Charter Governing Board** and each school shall be consistent with the structures set forth in the Terms of Operation.

5.2. Personnel Policies; Staff Responsibilities. The **Charter Governing Board** shall make available in written form its hiring and personnel policies and procedures for the school, including the qualifications required by the **Charter Governing Board** in the hiring of teachers, school administrators, and other school employees as well as a description of staff responsibilities. Such policies and procedures shall be consistent with those set forth in the Terms of Operation, and should clearly indicate that the **Board of Public Education** shall have access to all personnel files to the extent permissible by law.

5.3. Background Checks; Fingerprinting. The **Charter Governing Board** shall establish, maintain, and implement procedures for conducting fingerprint-based background checks.

## 6. Financial Operations

### 6.1. Management and Financial Controls.

6.1.1. The **Charter Governing Board** shall at all times maintain appropriate governance and managerial procedures and financial controls and maintain the same at each public charter school, program or other activity operated by the **Charter Governing Board**.

6.1.2. The **Charter Governing Board** shall provide a statement to the **Board of Public Education**, no later than sixty (60) days after the date of execution of the **Charter Contract**, concerning the status of management and financial controls (the "Initial

- Statement") of the school. The Initial Statement must address whether the **Charter Governing Board** has documented adequate controls at that school relating to:
- 6.1.2.1. (i) preparing financial statements in accordance with generally accepted accounting principles ("GAAP");
  - 6.1.2.2. (ii) payroll procedures;
  - 6.1.2.3. (iii) accounting for contributions and grants;
  - 6.1.2.4. (iv) procedures for the creation and review of quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing and reviewing such financial statements for the **Charter Governing Board** and for each applicable public charter school; and,
  - 6.1.2.5. (v) appropriate internal financial controls and procedures.
- 6.2. The Initial Statement shall be reviewed and ratified by the **Charter Governing Board** prior to its submission to the **Board of Public Education**. The **Charter Governing Board** shall retain, when possible, an independent certified public accountant or independent certified public accounting firm licensed in the State to perform an agreed-upon procedures engagement. The purpose of the engagement will be to assist the **Charter Governing Board** in evaluating the Initial Statement and the procedures, policies and practices established thereunder. The **Board of Public Education** may require additional evidence to verify the correction of all such deficiencies.
- 6.3. Financial Statements; Interim Reports. All financial statements that the **Charter Governing Board** is required to prepare shall be in accordance with GAAP then in effect. During each year of operation, the **Charter Governing Board** shall prepare and submit to the **Board of Public Education** a quarterly unaudited statement of income and expenses for that preceding quarter in such form and electronic format as prescribed and disseminated by the **Board of Public Education** to include, but not be limited to, certain financial statements for each public charter school operated by the **Charter Governing Board**.
- 6.4. Audits.
- 6.4.1. The **Charter Governing Board** shall retain an independent certified public accountant or certified public accounting firm licensed in the State to perform annually an audit of the **Charter Governing Board's** annual financial statements related to public charter schools. The independent audit of the **Charter Governing Board's** financial statements must be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States, as well as any additional requirements and guidelines that may be provided by the **Board of Public Education**. The audited financial statements must be submitted to the **Board of Public Education** by October 31 of each year.
  - 6.4.2. A **Charter Governing Board** that contracts with an Educational Service Provider must submit to the **Board of Public Education** audited financial statements of the Educational Service Providers by October 31 of each year.
- 6.5. Fiscal Year. The fiscal year of the **Charter Governing Board** shall begin on July 1 of each calendar year of the term of the initial **Charter Contract** and shall end on June 30 of the subsequent calendar year.
- 6.6. Annual Budgets and Cash Flow Projections.
- 6.6.1. Except in the first year of operation, a **Charter Governing Board** shall prepare and provide to the **Board of Public Education** a copy of its annual budgets and cash flow projections for each public charter school it has been authorized to operate each fiscal year by no later than June 30 of the immediately preceding fiscal year.
  - 6.6.2. All annual budgets and cash flow projections shall be in such form and electronic format as prescribed and disseminated by the **Board of Public Education**.
- 6.7. Release of Funding. In the first year of the public charter school operations, if, after the October enrollment count, a public charter school does not meet the eligibility requirements for separate budget unit status and basic entitlement pursuant to 20-6-812, MCA, public

charter schools receiving a basic entitlement will be subject to the return of overpayment provisions under 20-9-344, MCA.

## 7. Reporting Requirements

- 7.1. Annual Reports. No later than July 1 succeeding a school year in which any public charter school provided instruction, the **Charter Governing Board** shall submit to the **Board of Public Education** an Annual Report for each such public charter school setting forth the academic program and performance of each public charter school for the preceding school year. The Annual Report shall be in such form as shall be prescribed by the **Board of Public Education** and shall include at least the following components.
- 7.1.1. A discussion of each school's progress made towards achievement of the goals set forth in the Terms of Operation including its Performance Framework.
- 7.1.2. A report on the progress of each public charter school in meeting the goals and measures of the Performance Framework during the last school year (the "Performance Framework Progress Report"). The Performance Framework Progress Report must contain data addressing each goal and measure in the school's Performance Framework and should report data as may be required by the **Board of Public Education** in order for the **Board of Public Education** to substantiate outcomes. The Performance Framework Progress Report shall be prepared pursuant to any requirements set forth by the **Board of Public Education**. Should the Performance Framework Progress Report indicate that the school has not met one or more of the goals in its Performance Framework, the **Board of Public Education** may require the **Charter Governing Board** to submit a corrective plan for the school pursuant to this **Charter Contract**.
- 7.1.3. The statement of assurances relating to compliance with requirements under the **Charter Contract** and applicable law, the form and requirements of which shall be determined by the **Board of Public Education**.
- 7.1.4. A brief statement setting forth changes to the school's educational program and mission as well as governing and organizational structures, during the previous fiscal and school year.
- 7.2. Financial Reports. The **Charter Governing Board** shall provide the financial reports required by this **Charter Contract** pursuant to the terms and dates specified therein.

## 8. Renewal, Corrective Action, and Termination

- 8.1. School Renewal. No later than June 30 of each year, the **Board of Public Education** shall issue a public charter school performance report and charter renewal application guide to the **Charter Governing Board** of any public charter school whose charter will expire the following year. The performance report must summarize the public charter school's performance record and must provide notice of any weaknesses or concerns perceived by the **Board of Public Education** that may jeopardize renewal if not rectified. The **Charter Governing Board** shall respond to the performance report and submit any corrections or clarifications within 90 days.
- 8.2. No later than February 1, the **Charter Governing Board** shall submit to the **Board of Public Education** a renewal application to extend the authority to operate a school (the "School Renewal Application"). The School Renewal Application shall conform to 20-6-809, MCA, and the **Board of Public Education's** guidelines and contain:
- 8.2.1. a report of the progress of the school in achieving the educational objectives set forth in the Terms of Operation;
- 8.2.2. a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the school that will allow a comparison of such costs to other schools;
- 8.2.3. copies of each of the Annual Reports of the school including the school report cards and certified financial statements;

- 8.2.4. evidence of parent and student satisfaction at the school; and
- 8.2.5. such other material and information as is required by the **Board of Public Education**.
- 8.3. Approval or Denial of School Renewal. The **Board of Public Education** shall either approve or deny the School Renewal Application. In the event that the School Renewal Application is not approved, the **Charter Governing Board** shall close the school at the end of the school year that corresponds with the end of the period the **Charter Governing Board** may operate the school pursuant to this **Charter Contract**, and the **Charter Governing Board** shall follow the procedures for school closure as established by the **Board of Public Education**. In the event that the School Renewal Application is granted in whole or part, the **Board of Public Education** shall enter into a proposed renewal **Charter Contract** to allow the **Charter Governing Board** to operate the school for an additional period of time in accordance with the **Board of Public Education's** renewal practices. Nothing herein shall obligate the **Board of Public Education** to approve a School Renewal Application.
- 8.4. Corrective Plans. If the **Board of Public Education** determines that the **Charter Governing Board** or any of its charter schools, programs or sites is not progressing toward one or more of the performance or education goals set forth in the **Charter Contract**, that the quality of a charter school's, program's or site's educational program or the **Charter Governing Board's** governance practices are not satisfactory, or that the **Charter Governing Board** or any of its charter schools or sites is not in compliance with the terms and conditions of the **Charter Contract** including the Monitoring Plan, then the **Board of Public Education**, in consultation with the **Charter Governing Board**, may develop and require the **Charter Governing Board** to implement a corrective plan ("Corrective Plan"). Nothing contained herein shall require the **Board of Public Education** to undertake the development of a Corrective Plan to terminate the authority to operate a charter school, site or program, place the **Charter Governing Board** on probationary status, or initiate mandatory remedial action in accordance with the Act or the **Charter Contract**. The terms and conditions of a remedial plan may include, but are not limited to, the termination of the authority of the **Charter Governing Board** to operate a particular charter school, site, or program.
- 8.5. Grounds for Charter Termination or Revocation. The **Charter Contract** may be terminated and revoked:
  - 8.5.1. by the **Board of Public Education** in accordance with the Act; or,
  - 8.5.2. by mutual agreement of the Parties hereto.
- 8.6. Grounds for School Closure. The **Charter Governing Board's** authority to operate any charter school, site, or program may be terminated or revoked:
  - 8.6.1. should the **Board of Public Education** determine that one of the grounds set forth in the Act apply to such charter school, site, or program; or
  - 8.6.2. by mutual agreement of the Parties hereto.
- 8.7. Notice and Procedures.
  - 8.7.1. Should the **Board of Public Education** determine that one of the grounds for termination or revocation of the **Charter Contract** as defined under the Act has occurred or is occurring, the **Board of Public Education** may, at their discretion, elect as follows:
    - 8.7.1.1. to terminate the **Charter Contract**; or
    - 8.7.1.2. terminate the **Charter Governing Board's** authority to operate one or more charter schools, programs, or sites, or any combination thereof; or,
  - 8.7.2. Should the **Board of Public Education** elect to terminate the **Charter Contract**, the **Board of Public Education** shall provide notice of such to the **Charter Governing Board** at least thirty (30) days prior to the effective date of the proposed termination. Such notice shall include a statement of reasons for the proposed termination. Prior to termination of the **Charter Contract**, the **Charter Governing Board** shall be provided an opportunity to be heard and present evidence in opposition to termination.
  - 8.7.3. Should the **Board of Public Education** elect to terminate the authority of the **Charter Governing Board** to operate a charter school or site, the **Board of Public Education**

shall provide notice of such to the **Charter Governing Board** at least thirty (30) days prior to the effective date of the proposed action.

8.8. Effect of Termination. In the event of termination of the **Charter Contract**, whether prematurely or otherwise, the **Charter Governing Board** agrees to follow any additional procedures required by the **Board of Public Education** to ensure an orderly dissolution or transition process, including the implementation of a school closure plan as provided by the **Board of Public Education**.

## 9. Other Covenants and Warranties

### 9.1. Indemnification and Acknowledgements

9.1.1. Indemnification: The **Charter Governing Board** shall indemnify, defend, save and hold harmless the **Board of Public Education**, the State of Montana, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the **Charter Governing Board** or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the **Charter Governing Board** to conform to any federal, state, or local law, statute, ordinance, administrative rule, regulation, or court decree that is applicable to the **Charter Governing Board**. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the **Charter Governing Board** from and against any and all claims. It is agreed that the **Charter Governing Board** will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this **Charter Contract**, the **Charter Governing Board** agrees to waive all rights of subrogation against the State of Montana, its officers, officials, agents, and employees for losses arising from the work performed by the **Charter Governing Board** for the State of Montana.

9.1.2. Immunity. The parties acknowledge that, pursuant to law, the **Board of Public Education**, its members, officers, and employees shall enjoy all immunities from liability as provided under the law. Nothing in this **Charter Contract** shall be construed as a waiver of any rights, limits, protections, or defenses provided by any sovereign or governmental immunity laws.

9.1.3. Debts and Financial Obligations: The parties acknowledge that neither the **Board of Public Education**, the State of Montana, or its agencies, boards, commissions, or divisions are liable for the debts or financial obligations of a public charter school or persons or entities that operate public charter schools.

9.2. Charter Revision. This **Charter Contract** may be revised only by written consent of the Parties hereto.

9.3. Assignment. This **Charter Contract** may not be assigned or delegated by the **Charter Governing Board** under any circumstances, it being expressly understood that the rights and obligations granted hereby runs solely and exclusively to the benefit of the **Charter Governing Board**.

9.4. Notices. Any notice, demand, request, or submission from one Party to any other Party or Parties hereunder shall be deemed to have been sufficiently given or served for all purposes if it is delivered in writing via electronic mail as an attachment thereto with a legally valid and binding electronic signature or an electronic image of a physical signature (.pdf or similar format), and as of the date upon which the sender receives receipt of confirmation generated



by the recipient's electronic mail system that the notice has been received by the recipient's electronic mail system, to the Parties at the following addresses:

If to the **Charter Governing Board**:

NAME  
MAILING ADDRESS  
CITY, STATE ZIP  
EMAIL ADDRESS

If to the **Board of Public Education**:

McCall Flynn  
PO Box 200801  
Helena, MT 59620  
[bpe@mt.gov](mailto:bpe@mt.gov)

- 9.5. Severability. In the event that any provision of this **Charter Contract** or the Terms of Operation thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this **Charter Contract** and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this **Charter Contract** shall continue to be valid and may be enforced to the fullest extent permitted by law.
- 9.6. Entire Charter. The **Charter Contract** supersedes and replaces any and all prior agreements and understandings between the **Board of Public Education** and the **Charter Governing Board** as it relates to the creation of a particular public charter school. To the extent that any conflict or incompatibility exists between the Terms of Operation and the other terms of this **Charter Contract**, such other terms of this **Charter Contract** shall control.
- 9.7. Construction. This **Charter Contract** shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared the **Charter Contract**.

## CONNECT ACADEMY

By \_\_\_\_\_  
XX, Chair of the Charter Governing Board

## MONTANA BOARD OF PUBLIC EDUCATION

By \_\_\_\_\_  
Dr. Tim Tharp, Chair of the Montana Board of Public Education

## Exhibit A – Terms of Operation

### Part I – Specific Terms

Additional Terms of Operation will be added at a later date, based on the timeline outlined for submission above. The **Board of Public Education** will communicate this timeline and submission expectations at a later date.

The **Charter Governing Board** shall provide educational services, including the delivery of instruction, to students at the following location(s):

Location Name

School Address

City, State Zip

### Part II – Charter Application

The **Board of Public Education** will include the Charter Application submitted by the **Charter Governing Board** for execution of the **Charter Contract**.

## Exhibit B – Monitoring Plan

### Part I – Monitoring Plan

As provided in the **Charter Contract**, the **Charter Governing Board** agrees to abide by a **Monitoring Plan**, the general components of which are set forth below. The requirements of the **Monitoring Plan**, are in addition to any notification, record-keeping, or reporting requirements set forth in the **Charter Contract** or applicable law including any obligation to receive the written approval of the **Board of Public Education**, and/or to seek approval for revision of the **Charter Contract** pursuant to applicable law.

- A. The **Charter Governing Board** shall maintain the following records in its offices for inspection by the **Board of Public Education** and/or its designee:
  1. Records concerning the enrollment and admissions process including all applications received and documents concerning the lottery process if conducted;
  2. Student academic and health records;
  3. Attendance records for students including withdrawals of students from each **school** and the reason(s) for such withdrawals;
  4. Individual Education Programs and other documentation concerning the Individuals with Disabilities Education Act (“IDEA”) as well as documentation concerning section 504 of the Rehabilitation Act of 1973 for children with disabilities enrolled in each school;
  5. Staff rosters including records of hiring, resignation, and termination of employees;
  6. Evidence of credentials and/or qualifications for all teachers;
  7. Evidence that required fingerprint-based background checks have been conducted for all applicable school employees;
  8. Certificates of occupancy or other facility-related certification or permits;
  9. Lease agreements and/or mortgages or deeds;
  10. Loan documents;
  11. Contracts in excess of \$1,000 including management contracts;
  12. **Charter Governing Board** or **school** policies in areas such as financial management, personnel, student discipline (including suspension and expulsion), complaints, health and safety, student privacy and transportation, Public Right to Know Laws and Open Meetings Laws and other areas required by the **Charter Contract** or law;
  13. Grievances made by students, parents, teachers, and other employees of the **Charter Governing Board** together with documentation of all actions taken in response;
  14. Inventory of all assets of the **Charter Governing Board** that have been purchased with public funds including grant funds;
  15. Documents sufficient to substantiate each **school**'s progress on the measurable goals set forth in its Performance Framework; and,
  16. Student level discipline records including, but not limited to, information regarding in-school and out-of-school suspensions, and expulsions for all students (including students with disabilities) available by grade and year reflecting:
    - a. number of suspension/expulsion incidents; and,
    - b. number of different students involved in suspension/expulsion incidents.
- B. To corroborate information submitted by the **Charter Governing Board** to the **Board of Public Education**, and in order to ensure compliance with the Act and the **Charter Contract**, the **Board of Public Education** or its designee will:
  1. Make at least one visit to each **school** in its first year of operation. Such visits may include an inspection of the physical plant, all categories of records set forth in subsection A of the Monitoring Plan, interviews with the administrator of the school and other personnel, and

observation of instructional methods. Visits in later years may decrease in frequency and be conducted by **Board of Public Education** designees;

2. During the first term of authority to operate a **school**, make at least one other visit to a school, which may be announced or unannounced. In subsequent terms, the **Board of Public Education** may conduct visits on a sampling basis for schools that demonstrate high levels of academic and fiscal soundness, compliance with applicable laws, rules, and regulations, and whose academic performance makes it likely they will improve student learning and achievement;
3. Require the **Charter Governing Board** to make available necessary information in response to the **Board of Public Education**'s inquiries including information necessary to prepare annual or semi-annual evaluations of each school's financial operations, academic program, future outlook, and other areas;
4. Conduct internal investigations as appropriate on its own initiative or in response to concerns raised by students, parents, employees, local school districts and other individuals or groups. Where appropriate, the **Board of Public Education** shall issue remedial orders as permitted by the **Charter Contract** or applicable law; and
5. Review as necessary the **Charter Governing Board**'s and its **schools**' operations to determine whether any changes in such operations require formal revision of the **Charter Contract** and, if so, determine whether such revision should be recommended for approval.

C. The **Charter Governing Board** shall track, and maintain information regarding, the following information:

1. A copy of all minutes from each of its meetings, committee meetings and executive sessions of the meeting or session pertaining to the **school**;
2. An updated list of trustees and officers of any such person's election; removal; resignation; expiration of term without re-election; or, otherwise leaving the **Charter Governing Board**; and,
3. An updated list of each administrator, principal or head of school for each **site** of each **school**, however designated.
4. Any and all student-level suspensions (including in-school and out-of-school suspensions of less than one-day) and expulsions including, but not limited to:
  - a. The date the disciplinary action was instituted;
  - b. The duration of any suspension;
  - c. The reason for such suspension or expulsion;
  - d. The student's status as an English Language Learner ("ELL"), a student with a disability under the IDEA or a student who qualifies for the federal Free or Reduced Price Lunch program("FRPL"); and,
  - e. Other student demographic information.
5. Any and all student-level enrollment and retention information including, but not limited to:
  - a. The date of any student withdrawal, transfer or discharge;
  - b. The reason for each withdrawal, transfer or discharge;
  - c. The student's status as an ELL, student with a disability under the IDEA or a FRPL student; and,
  - d. Other student demographic information.

D. The **Charter Governing Board** shall provide the **Board of Public Education** with such information on a quarterly basis in accordance with guidance maintained and disseminated by the **Board of Public Education**. Such guidance, as it may be amended from time to time, shall be binding on the **Charter Governing Board**.

## Exhibit C – Performance Framework

### Part I – Academic Performance Framework and Evaluation

- A. The **Charter Governing Board** shall adhere to the provisions in Title 20 of the Montana Code Annotated and Title 10 of the Administrative Rules of Montana and any state or local rule, regulation, policy, or procedure relating to noncharter public schools within the located school district.
- B. The **Charter Governing Board** shall identify a performance framework as prescribed in 20-6-809, MCA, that clearly sets forth the academic and operational performance indicators, measures, and metrics which include:
  1. school achievement goals;
  2. student academic proficiency;
  3. student academic growth;
  4. achievement gaps in both proficiency and growth between major student subgroups;
  5. attendance;
  6. dropout rate;
  7. recurrent enrollment from year to year;
  8. postsecondary readiness;
  9. financial performance and sustainability;
  10. **Charter Governing Board** performance and stewardship, including compliance with all applicable laws, regulations, and terms of the **Charter Contract**.

## Exhibit D – Assurances and Variances to Standards

### Part I – Assurances Regarding Students with Disabilities

- A. The **Charter Governing Board** provides the following assurances regarding the provision of education and other services to students with disabilities to be enrolled at each proposed charter school.
1. The **Charter Governing Board** will adhere to all provisions of federal law relating to students with disabilities including the IDEA, Section 504, and Title II of the ADA which are applicable to it.
  2. The **Charter Governing Board** will, consistent with applicable law, be a Local Education Agency (LEA) that will ensure that all students with disabilities that qualify under the IDEA:
    - a. have available a free appropriate public education (“FAPE”);
    - b. are appropriately evaluated;
    - c. are provided with an IEP;
    - d. receive an appropriate education in the least restrictive environment (LRE);
    - e. are involved in the development of and decisions regarding the IEP, along with their parents; and,
    - f. have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to a school’s or school district’s provision of FAPE.
  3. Unless otherwise approved by the **Board of Public Education**, the **Charter Governing Board** will employ for each school, at a minimum, a person properly certified as the school’s students with disabilities coordinator, whose responsibilities will include coordinating with Committees on Special Education (“CSE”); providing information to and obtaining information from CSEs as needed throughout the year; determining if entering students have IEPs; and working with CSEs and school districts to ensure that all required settings and related services are being provided and that all IEPs are appropriate in the context of the charter school overall setting. The **Charter Governing Board** may permit the students with disabilities coordinator to take on additional administrative duties to the extent that they do not interfere with the coordinator’s responsibilities to ensure the school’s compliance with the IDEA, Section 504 and Title II of the ADA.
  4. Each school will make available, as required by IDEA regulations, a student’s regular and special education teachers (and other required school personnel) for meetings convened by such student’s CSE, and provide such teachers and personnel with copies of the student’s IEP.
  5. Each school will ensure that parents of children with disabilities are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of general education children.
  6. Each school will abide by the applicable provisions and regulations of the IDEA and the Family Educational Rights and Privacy Act (FERPA) as they relate to students with disabilities including, but not limited to, having procedures for maintaining student files in a secure and locked location with limited access.
  7. Each school’s students with disabilities coordinator will retain such data and prepare such reports as are needed by the Office of Public Instruction in order to permit such entities to comply with federal law and regulations.
  8. Each school will comply with its obligations under the Child Find requirements of IDEA including 34 C.F.R. § 300.111, and will provide appropriate notification to parents in connection therewith as applicable, including notifying them prior to providing a child’s name to a CSE for potential evaluation.

## Part II – Assurances Regarding Indian Education for All (IEFA)

- A. The **Charter Governing Board** provides the following assurances regarding the provision of Indian education at each proposed charter school.
  - 1. The **Charter Governing Board** recognizes that it is the constitutionally declared policy of the State to recognize the distinct and unique cultural heritage of American Indians and to be committed in its educational goals to the preservation of the cultural heritage of American Indians.
  - 2. The **Charter Governing Board** shall ensure that all students utilizing educational programs provided by a charter school, whether Indian or non-Indian, learn about the distinct and unique heritage of American Indians in a culturally responsive manner.
  - 3. The **Charter Governing Board** shall work cooperatively with Montana tribes or those tribes that are in close proximity, when providing instruction or when implementing an educational goal or adopting a rule related to the education of each Montana citizen, to include information specific to the cultural heritage and contemporary contributions of American Indians, with particular emphasis on Montana Indian tribal groups and governments.
  - 4. Predicated on the belief that all school personnel should have an understanding and awareness of Indian tribes to help them relate effectively with Indian students and parents, the **Charter Governing Board** shall provide means by which school personnel will gain an understanding of and appreciation for the American Indian people.

## Part III – Variances to Standards

- A. Variances to Existing Standards: The **Board of Public Education** does not authorize any variances to standards as part of this **Charter Contract** to meet the intended outcomes of the proposed academic program of the **school**.
- B. Variance to standards requests may be approved in accordance with ARM 10.55.604 or amendment to this Exhibit. An application for variance to standards is due in writing to the Superintendent of Public Instruction no later than the second Monday in October for the current academic year.

**MISSOULA COUNTY PUBLIC SCHOOLS**  
**BOARD OF TRUSTEES**  
**Special Meeting**  
**Sunday, February 25, 2024 – 9:00 a.m.**  
**Virtual**

**Trustees Present:** Board Chair Wilena Old Person, Jeffrey Avgeris, Grace M. Decker, Vice Chair Nancy Hobbins, Koan Mercer, Jen Vogel, Ann Wake, Vice Chair Arlene Walker-Andrews, Meg Whicher, Rob Woelich  
**Others Present:** Micah Hill, Amy Shattuck, Pat McHugh

**MINUTES**

1. CALL TO ORDER, WELCOME AND ROLL CALL: The meeting was called to order 9:01 a.m.
2. PLEDGE OF ALLEGIANCE was said by all.
3. REVIEW, REVISE, AND APPROVE AGENDA: Vice Chair Walker-Andrews made a motion to approve the agenda as written. Seconded by Trustee Avgeris. No comments. The motion passed unanimously by all Trustees present.
4. NEW BUSINESS
  - A. FINANCE, OPERATIONS and MAINTENANCE
    - i. **Topic: Approve the Public Charter Contract between the Montana Board of Public Education and the Charter Governing Board of the TEACH Academy:** Micah Hill, Superintendent provided background information. In July of 2023 law went into effect for public charter schools. Law dictates steps and actions. In November the Board of Public Education (BOPE) released the application. The Board of Trustees approved the charter school applications during the December meeting. In January, BOPE approved the TEACH and Connect charter school applications with the caveat districts had 45 days to enter into a contract with BOPE. The District received the first iteration of the contracts on Tuesday, February 20, 2024, with the deadline to have approved, signed and returned by February 25, 2024. The contracts were reviewed and needed adjustments. Emailed adjustments to BOPE. BOPE scheduled listening sessions on Wednesday, February 21<sup>st</sup> and Thursday, February 22<sup>nd</sup> and revised the contracts. District received the revised contracts on Thursday, February 22<sup>nd</sup> at 7:05 p.m. The District had to give 48 hours' notice of the Board of Trustees meeting to approve the contracts. Approved and signed contracts are due by noon on Monday, February 26<sup>th</sup>. It is a 5-year contract with BOPE. Section 1 is the terms. The charter school's governing board is the MCPS Board of Trustees. Section 2 is specific to the TEACH Academy. Supt. Hill explained the school district could delay the implementation for one year. Section 3 is about governance. Trustee Whicher asked if it was the District's intention to delay the academies. Supt. Hill responded no and shared the District has already sent out interest surveys. Further explained public charter schools are essentially like any other schools under the District. Trustee Mercer questioned if the Board would need to meet separately. Hill explained the Board would not and explained the charter schools would have a separate funding budget. Vice Chair Walker-Andrews posed questions regarding student evaluations and students with disabilities participating online. Hill explained the questions were answered within the contract. Public charter schools are open to any student in the District. Biggest question is the capacity. If too many apply, there may have to be a lottery. Section 4 is school operations. Same rules apply. Section 4.7 requires the District to have a performance framework. Will have to report back to BOPE annually. Section 5 is personnel. Must hire qualified people under the same rules. Trustee Decker inquired if administration had a sense of the number of positions available. Supt. Hill explained the numbers with the minimum enrollments. The TEACH Academy is looking to start with grades K-3 with approximately



5 teaching positions. The capacity is greater than that. Could have the potential to have two sections of first grade etc. The Connect charter school will have a lot of capacity. Section 6 is financial operations. Trustee Mercer asked if the charter schools were an example of the District being creative with funding. Hill explained the TEACH charter school will be housed at the Jefferson Center and will not have additional burdens for costs. Section 7 is reporting requirements. Vice Chair Walker-Andrews asked questions regarding the number of students that may move out of neighborhood schools to the charter schools and the possible side effects to ANB. Hill explained the ANB revenue follows each student. There are eight different components that comprise the school funding. Trustee Decker commented that this may attract more students currently not attending MCPS. There is no tuition. It does not cost anything to attend. Not a private charter school. Publicly funded within Montana. Section 8 is corrective action. BOPE can terminate the contract if MCPS is not upholding the contract. Section 9 is other covenants. 9.11 is the indemnification language. The charter governing board will be the MCPS Board of Trustees. The terms of operations will identify Jefferson Center for the TEACH charter school. Exhibit B is the monitoring plans. Shared some examples. Exhibit C is the performance framework. Outlines the measures and the metrics required. Exhibit D is the assurances regarding students with disabilities. Outlines the requirements. Trustee Decker asked how many districts were approved for charter schools. Hill explained there were 19 charters schools approved out of 27 applications. Trustee Whicher asked if any of those included a form of connect academy. Hill was not aware of any others. Whicher inquired about students from around the state applying. Trustee Mercer asked if the law required the District to make it available. Hill referred to section 8 of the law. Not clear on the legal piece. Legislators have to work on it. Trustee Decker shared what distinguished the Connect Academy from other online charter schools/programs. Community building as opposed to taking course online from a menu of options. Hill added the Connect Academy is actually a school that receives direct instruction. Vice Chair Walker-Andrews wondered about the ability of a student, not in the District, being able to access the courses. The Montana Digital Academy offers that. Trustee Whicher asked questions regarding the Willard principal overseeing the MOA, the budget reduction, the TEACH Academy, hiring new principals, and online students participating in extracurriculars. Supt. Hill shared students enrolled in Connect Academy have the possibility to be dual enrolled at schools. Shared an example. By law homeschool students can enroll. Further explained the administration budgeted for adding administrative support to both academies. Supervision would be under the Academic Service Coordinator. They will be the administrator. Will bolster with instructional coaches. Given the challenges with finances it was the best option. Trustee Whicher asked when the hiring process would happen. Hill reminded all there are current MOA people in the positions and administration will work through the process with the collective bargaining agreement (CBA). Tenured staff have the right over non-tenured. Trevor Laboski will be working through that piece. Hill read an excerpt from an email from MTSBA encouraging districts to sign the charter school contracts. Trustee Decker made a motion to approve the Public Charter Contract between the Montana Board of Public Education and the Charter Governing Board of the TEACH Academy. Seconded by Vice Chair Hobbins.

Public Comment:

- Christine Kolczak - Asked questions regarding administration budget, charter school budget, budget allocation for current supervision, TEACH charter school application, and the address for the CONNECT charter school. Thanked the Trustees.

The motion passed unanimously by all Trustees present.

- ii. **Topic: Approve the Public Charter Contract between the Montana Board of Public Education and the Charter Governing Board of the CONNECT Academy:** Vice Chair Walker-Andrews made a motion to approve the Public Charter Contract between the Montana Board of Public Education and the Charter Governing Board of the CONNECT Academy. Seconded by Trustee Wake. No comments. The motion passed unanimously by all Trustees present.

## 5. PUBLIC COMMENT

- Christine Kolczak – Commented her family went to board meeting to address the loss of the fine arts director. Spoke in favor of the arts. Shared her own family's experiences.

## 6. ADJOURN: The meeting was adjourned 9:38 a.m.

As recording secretary for this Board meeting, I certify these minutes to be a true and correct copy of what was taken at the meeting.

Tracy Long, Minutes Recorder\_\_\_\_\_

Wilena Old Person, Board Chair\_\_\_\_\_

Pat McHugh, District Clerk\_\_\_\_\_