



The Helena Public Schools educate, engage, and empower each student to maximize his or her individual potential with the knowledge, skills and character essential to being a responsible citizen and life-long learner.

Board of Trustees Meeting

Lincoln Center | 1325 Poplar St. | Helena, MT 59601

Tuesday, January 9th, 2024 - 5:30 p.m.

Lincoln Board of Trustees Conference Room and
via TEAMS

[Click here to join the meeting](#)

AGENDA

I. CALL TO ORDER /PLEDGE OF ALLEGIANCE

II. REVIEW OF AGENDA

III. RECOGNITIONS

A. National Board-Certified Teachers

Congratulations to the following educators in the Helena School District who earned National Board-Certification. Congratulations to Bridget Butler, Ellie Fjeseth, Lauren Mitchell, Laura Ortman, Chelsey Davis, Rachel Heaton, Jamie Hoovestal, Mikayla Nickol, Victor Daniel, Lynn Bubb, Ashley Fish, Nicole LaChappelle, Talor LeBrun, Kristen Clausen, and Jena Marshall. National Board Certification is the gold standard of professional development for teachers, and we are so proud of this group of outstanding educators.

IV. SUPERINTENDENT'S REPORT

V. GENERAL PUBLIC COMMENT

This is the time for comment on public matters that are not on the agenda. Public matters do not include any pending legal matters, private personnel issues or private student issues. Please do not attempt to address such issues at this time or you will be ruled out of order. The Board cannot enter into a discussion during General Public Comment.

VI. NEW BUSINESS

A. Consent Action Items

1. Personnel Actions
2. Warrants
3. Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)
4. 12.12.23 Full Board Meeting Minutes
5. Resolution To Dispose of Personal Property-Technology Equipment

B. Items For Action

1. Consider Approval of RBLC Lease with St. Peter's Health
2. Call for Annual Election
 - a. Elementary Trustee Resolution Calling for the Annual Regular Election
 - b. High School Trustee Resolution Calling for the Annual Regular Election
3. Policy 2100 Recognition of Native American Cultural Heritage
4. Policy 2103 Religion and Religious Activities
5. Policy 4015 Conduct on School Property
6. Policy 4030 Cooperative Programs with Other Districts and Public Agencies
7. Policy 5020 Tobacco Products, Marijuana, Drug and Alcohol- Free Workplace
8. Policy 7060 District Safety

C. Items For Information

1. HPSD Student Health Update-Lona Carter, Student Health
2. Policy 3010 School Admissions: Entrance, Placement and Transfer
3. Policy 5000 Equal Employment Opportunity and Non-Discrimination
4. Policy 5040 Personnel Records
5. Policy 5065 Evaluation of Non-Administrative Staff
6. Policy 6020 District Organization: Building Administrators & District Administrators

D. Reports

1. Student Representatives Report
2. Helena Education Association Report
3. Facilities & Maintenance Committee Report
4. Budget & Finance Committee Report
5. Policy Committee Report
6. Teaching & Learning Committee Report
7. Health Benefits Committee Report
8. Wellness Committee Report
9. Montana School Boards Association Report
10. Parent Council Visit Reports

VII. UPCOMING MEETINGS

VIII. BOARD COMMENTS

IX. ADJOURNMENT

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item III.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: **Recognitions**
A. National Board-Certified Teachers

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item IV.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Superintendent's Report

HELENA SCHOOL DISTRICT #1
OFFICE OF THE SUPERINTENDENT

To: *Board Chair Ms. Siobhan Hathorn and Board of Trustees*
FROM: *Mr. Wetz, Superintendent*
RE: *Superintendent Report*
DATE: *January 9th, 2024*

- Recognition
 - Congratulations to our amazing group of educators we recognized this evening who have earned National Board Certification.
 - January 2024 School Board Appreciation Month
 - Law Enforcement Appreciation Day January 8th, 2024
 - Congratulations to Helena Middle School Math Teacher Jennifer Mooney who was named the KMTX Teacher of the Month for November.
 - Thank you to Lisa Cordingley and the Helena Education Foundation for distributing grants across the district in December to our amazing educators.
 - Business Office –
 - Budget closeout 2022/23 SY
 - Annual Audit Process
 - Payroll Office – Payroll before winter break

- New Business
 - Bryant Elementary Program Placement Change
 - K-12 Vision Project Strategic Planning Meetings
 - Safety and Security Levy/Technology Levy Update Across District-February
 - Budget Recommendation Consensus Committee Update
 - Negotiations: HSD – HEA Update
 - AA Schools Trust Feasibility Meeting
 - AA HB 332 Consultant Selection
 - HB 332 Montana Health Insurance Summit – Jan 30 & 31
 - May Butler Center RFP Update
 - Helena School District/SMA Monthly Progress Meetings-Master Facility Planning
 - Kindergarten registration opened January 2nd, 2024, for Fall 2024 School Year
 - Additional Kinder Sprouts 2023-2024 Implementation Update
 - Establish a District Vision Committee
 - HSD/HEA/Others
 - School Safety Program-STOPit

HELENA SCHOOL DISTRICT #1
OFFICE OF THE SUPERINTENDENT

- Outreach/Meetings
 - Cabinet & Leadership
 - AA Schools Health Trust Meetings
 - Board Leadership
 - AA Superintendents
 - Lewis & Clark Board of Health Meeting
 - Budget Consensus Recommendation Committee
 - HSD/Carroll College Meetings
 - Helena Regional Sports/HSD
 - HEA/HSD Meeting
 - HEF Board Meeting
 - HEF Executive Committee
 - Student Leaders Meeting
 - TV, Print, Radio Media
 - Hometown Helena
 - Teacher Advisory Committee - Reschedule
 - SMA – Facility Planning

- Other
 - No School January 15th and January 22nd

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item V.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: General Public Comment

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.A1. - A.5

- Recognitions
- Superintendent's Report
- General Public Comment
- Consent Action Items
- Items For Action
- Items For Information

Item Title: Consent Action Items

1. Personnel Actions
2. Warrants
3. Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)
4. 12.12.23 Full Board Meeting Minutes
5. Resolution To Dispose of Personal Property-Technology Equipment

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoién					
Cleatus					
Walsh					
Armstrong					

PERSONNEL ACTIONS

December 13, 2023 – January 9, 2024

CERTIFIED PERSONNEL

Appointments

<u>Location/Assignment</u>	<u>Name</u>	<u>Offered Salary</u>	<u>Accepted Salary</u>	<u>Start Date</u>
Bryant/Grade 2	Mech, Dene	\$23,950.88	\$23,950.88	01/02/2024
Hawthorne/Grade 3	Christianson, Justine	\$25,358.45	\$25,358.45	01/02/2024
CHS/Spanish	Delgado, Kelli	\$222.54/day	\$222.54/day	12/19/2023
HHS/Health	Wooley, Margaret	\$23,544.74	\$23,544.74	01/23/2024
HHS/Science	Selong, Jason	\$29,430.93	\$29,430.93	12/11/2023

**Salary is subject to the Collective Bargaining Agreement and will be adjusted accordingly.*

Terminations/Retirements

<u>Location/Assignment</u>	<u>Name</u>	<u>Reason</u>	<u>Effective</u>
LOA/English-Reading	Mandeville, Jonna	Resigned	06/07/2024
Bryant/Library	Trapp, Laura	Temporary Assignment	12/21/2023

CLASSIFIED PERSONNEL

Appointments

<u>Location/Assignment</u>	<u>Name</u>	<u>Offered Salary</u>	<u>Accepted Salary</u>	<u>Start Date</u>
Bryant/Para Educator	Basten, Nicole	\$16.86/hr.	\$16.86/hr.	12/18/2023
Bryant/Para Educator	Lehman, Lindsey	\$14.66/hr.	\$14.66/hr.	12/11/2023
CHS/Float Custodian	Colson, Tyler	\$16.65/hr.	\$16.65/hr.	01/04/2024
Jim Darcy/Para Educator	Ward, Roxanne	\$15.96/hr.	\$15.96/hr.	01/02/2024

**Para Educator Salary is subject to the Collective Bargaining Agreement and will be adjusted accordingly.*

Terminations/Retirements

<u>Location/Assignment</u>	<u>Name</u>	<u>Reason</u>	<u>Effective</u>
Bryant/Para Educator	Mantell, Alissha	Resignation	12/28/2023
Bryant/Para Educator	Baker, Jennifer	Separation	12/15/2023
Bryant/Para Educator	Levinson, Finleigh	Resignation	12/15/2023
Hawthorne/Secretary	Mitchell, Carly	Resignation	01/05/2024
CRA/Secretary	Robertson, Jodi	Resignation	01/02/2024
Jim Darcy/Day Custodian	Wright, Arthur	Resignation	01/05/2024
HHS/Custodian	Eichenfels, Amanda	Resignation	12/29/2023
HHS/Secretary	Allen, Betsy	Resignation	02/23/2024

Leaves

<u>Location/Assignment</u>	<u>Name</u>	<u>Term</u>	<u>Type of Leave</u>
Broadwater/Para Educator	Kaplan, Adam	01/02/2024 to 06/06/2024	LOAWOP

SUPPLEMENTARY CONTRACT ASSIGNMENT

Helena School District #1

Warrants December 1 to 31, 2023

Direct Deposits: \$3,306,829.63

Payroll Warrants: 70131695-70131711

Payroll Deduction: 69297154-69297181

Non-Check Payroll Deductions: \$5,267,751.91

Non-Check Accts Payable Deductions: \$463,049.35- Does not include Allegiance or Esript payments

Claim Warrants : 69296859-69297302

CRA Middle School Student Activity Checks: 17368-17376

Helena Middle School Student Activity Checks: 8740-8748

Capital High School Student Activity Checks: 24456-24492

Helena High School Student Activity Checks: 36439-36470

Cancelled Warrants: \$4,458.54

We certify that all warrants herein listed were prepared and previously paid for, are just and correct to the best of our knowledge, and that the board of trustees has authorized the issuance of the same.

Chairperson _____

Business Manager _____

APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

Grade	District of Residence	Address	School of Attendance
4	Kalispell Elementary	Kalispell, MT	Rossiter

**APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)**

Running Total of Out-of-District Attendance Agreements

Grade	Address														Total	
	East Helena	Clancy	Jefferson City	Montana City	Townsend	Basin	Billings	Power	Missoula	Miles City	Butte	Anaconda	Marion	Kalispell		International
K	1															1
1	1															1
2																0
3	3															3
4	1						1							1		3
5	1												1			2
6	2					1										3
7																0
8	1	1					1	1	1							5
9	3	33		3	2											41
10	1	6	2	1					1			1		1		13
11		5									1				1	7
12		4		1		1										6
	14	49	2	5	2	2	2	1	1	1	1	1	1	2	1	85



Superintendent

Rex Wertz
324-2001

Business Manager

Janelle Mickelson
324-2040

Board of Trustees Meeting

Lincoln Center
1325 Poplar St., Helena, MT 59601
And on TEAMS

Tuesday, December 12th, 2023
5:30 p.m.

MINUTES

ATTENDANCE – Present unless otherwise noted.

Siobhan Hathhorn, Chair
Jennifer McKee, Vice Chair
Janet Armstrong, Trustee
Linda Cleatus, Trustee
Jeff Hindoien, Trustee
Jennifer Walsh, Trustee
Terry Beaver, Trustee

Luna Hernandez, Capital High School Student Representative for the Board of Trustees
Willa Bishop, Helena High School Student Representative for the Board of Trustees

Rex Wertz, Superintendent
Keri Mizell, Human Resources Director
Josh McKay, Assistant Superintendent
Janelle Mickelson, Business Manager
Barb Ridgway, Chief of Staff
Gary Myers, Director of Educational Technology
Jane Shawn, HEA President
Todd Verrill, Facilities Director
Karen Ogden, Communications Officer
Joslyn Davidson, Curriculum Director
Kaitlyn Hess, Assessment and Federal Programs
Many guests of the public as well as Helena School District staff

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Board Chair Siobhan Hathorn called the meeting to order at 5:30 p.m. and led the Pledge of Allegiance.

II. REVIEW AGENDA

The Board of Trustees reviewed the agenda, and no changes were requested.

III. RECOGNITIONS

The Board of Trustees recognized the students and staff listed below.

American Choral Directors’ Association All-Northwest Honor Choir

Congratulations to the Capital High students listed below who were selected to the American Choral Directors’ Association All-Northwest Honor Choir. These students were selected as superior singers among hundreds of auditions from Alaska, Washington, Oregon, Idaho, Wyoming, and Montana. During this event they will be singing in rehearsals and performing with the most dedicated and skilled student musicians in the Northwest U.S. and working with nationally and globally recognized choral directors. The event will be held during January 23-27, 2024. Special thanks to Capital High School Choir Educator Thomas Baty for all that he does to encourage and support these talented students.

- Anna Drake
- Hollis Elliott
- Adrianna Helfrich

2023-2024 Montana Assistant Principal of the Year

Congratulations to Kathy Kidder from Capital High who has been selected as the 2023-2024 Montana Assistant Principal of the Year!!

2022-2023 Montana Women’s Track and Field Coach of the Year

Congratulations to Helena High Coach Jesse Zentz as he was recognized by the National Federation of High Schools as the 2022-2023 Montana Women’s Track and Field Coach of the Year!!

The Board of Trustees moved on to hear the Superintendent’s Report from Superintendent Rex Weltz.

IV. SUPERINTENDENT’S REPORT

Superintendent Wertz began his report by recognizing the loss of a dedicated staff member. Bryant Elementary Para Educator Gretchen Wysocki passed away December 1st. Her loss has been deeply felt by Bryant staff and the many, many individuals whose lives she touched across the community. Superintendent Wertz moved on to review recognition, new business, outreach and meetings.

Recognition

- Congratulations to Capital High School Assistant Principal Kathy Kidder who has been named the 2023-2024 Montana Assistant Principal of the Year.
- Congratulations to Helena High Coach Jesse Zentz as he was recognized by the National Federation of High Schools as the 2022-2023 Montana Women’s Track and Field Coach of the Year.
- Congratulations to Anna Drake, Hollis Elliott, and Adrianna Helfrich who were selected to the American Choral Directors’ Association All-Northwest Honor Choir.
- Congratulations to Mrs. Jen Jenkins, Educator from Central Elementary, who was named 105.3 KMTX October Teacher of the Month.
- Thank you to all the staff and volunteers who made it possible for the Helena community, including our schools, to host the 2023 Special Olympics Basketball Tournament. Congratulations to our Tornadoes and their fans on some excellent play.
- Thank you to Lisa Cordingley, Executive Director of the Helena Education Foundation and Becca Leaphart for hosting an incredible evening at Great Conversations.
- Thank you to all the volunteers and participants for the 2023 Valley of Gold Speech, Debate, and Drama Tournament that was hosted by the Helena School District, East Helena School District and Carroll College.
- Thank you to our music teachers from kindergarten through high school who are working hard to make magic and memories happen on stage with winter performances across the district.
- PAL Thanksgiving Celebration

New Business

- Bryant Elementary Operational Focus Work
- K-12 Vision Project Strategic Planning Meetings
- Safety and Security Levy/Technology Levy Update Across District
- Budget Recommendation Consensus Committee Update
- Mediation HSD – HEA Update
- State Health Trust (HB332) RFP Review Panel Update
- RBLC Lease Discussions Update
- May Butler Center RFP Update
- Charter Schools Board of Public Education Review Update
- CTE Group Meetings With SMA-Facilities Discussion
 - November 27th, 2023

- Helena School District/SMA Monthly Progress Meetings-Master Facility Planning
- Initiating additional Kinder Sprouts across the District 2nd Semester
- Student Board Rep Informational Video
- Kindergarten registration opens January 2nd, 2024, for Fall 2024 School Year
- School Safety Program-STOPit

Outreach/Meetings

- Cabinet & Leadership
- Trustee Office Hour Communication
- State Health Trust Meeting
- Board Leadership
- AA Superintendents
- PAL Thanksgiving Celebration
- SPH/HSD Direct Preferred Pharmacy Meeting (340B)
- HB 332 Health Trust Committee
- HEA President/Asst. Superintendent Meeting
- HEF Board Meeting
- HEF Executive Committee
- Student Leaders Meeting
- TV, Print, Radio Media
- Teacher Advisory Committee
- Parent Advisory Committee
- SMA – Facility Planning
- PAC/MOFE

Other

- No School December 22nd through January 1st (Winter Break)

That concluded the Superintendent’s Report portion of the agenda. Superintendent Weltz answered any questions the trustees had about his Superintendent Report. The Trustees moved on to hear general public comment.

V. GENERAL PUBLIC COMMENT

Mr. Matt Volz gave general public comment. Mr. Volz is the parent of three children in the Helena Public Schools. Mr. Volz discussed topics including but not limited to the master facility plan being released soon, and how parents want to get involved and help the district find solutions that would prevent the possible closure of neighborhood schools.

Ms. Traci Swingley gave general public comment. Ms. Swingley is here tonight as a parent, a grandparent and supporter of the employees and the students in the district. Ms. Swingley discussed

topics including but not limited to her experience in the health care industry and how believes the district could find solutions to lower health care premiums.

Ms. Meesha Orrison gave general public comment. Ms. Orrison is a grandparent of a student in the Helena Public Schools. Ms. Orrison discussed topics including but not limited to wanting to see an increase in communication such as a phone call and a text from the district when issues arise in a school.

Cheryl (did not divulge last name) gave general public comment. Cheryl is a grandparent to children in the Helena Public Schools. Cheryl discussed topics including but not limited to safety and timely notifications at her grandchildren's school.

Ms. Jasmine Clouse gave general public comment. Ms. Clouse has a child in the Helena Public Schools. Ms. Clouse discussed topics including but not limited to safety issues and timely notifications at her child's school.

Ms. Rochel Stickler gave general public comment. Ms. Stickler is the parent of a child in the Helena Public Schools. Ms. Stickler discussed topics including but not limited to a suggestion that students be given more time to eat breakfast in the morning at school, and the topic of bullying.

Mr. Thomas Baty gave general public comment. Mr. Baty is an educator in the Helena Public Schools. Mr. Baty discussed topics including but not limited to events that he and his students participate in throughout the year, rising insurance costs, and that there is no negotiated teacher agreement yet.

Mr. Dale Stickler gave general public comment. Mr. Stickler is the parent of a child in the Helena Public Schools. Mr. Stickler discussed topics including but not limited to the state lottery and school funding.

Ms. Moffie Funk gave general public comment. Ms. Funk is a Helena community member and taxpayer. Ms. Funk discussed topics including but not limited to her appreciation of public comment at the board meetings, her appreciation of an employee recognized tonight, and public charter schools.

That concluded general public comment and the Board of Trustees moved on to review the Consent Action Items.

VI. NEW BUSINESS

A. Consent Action Items

1. Personnel Actions
2. Warrants
3. Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)

4. Out-Of-District Attendance Agreements (Helena Students Attending Other Districts)
5. 11.14.23 Full Board Meeting Minutes

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve our Consent Action Items.”

Motion: Trustee Terry Beaver moved to approve the Consent Action Items as presented. Trustee Jennifer McKee seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

That concluded the Consent Action Items. The Board of Trustees moved on to review the Items for Action.

B. Items for Action

1. Approval of HPS-Helena Secretaries Association Collective Bargaining Agreement

The Board of Trustees reviewed the HPS-Helena Secretaries Association Collective Bargaining Agreement.

Background:

Pursuant MCA 39-31-306, an agreement reached by the public employer and the exclusive representative must be reduced to writing and must be executed by both parties. The Helena School District and the Helena Secretaries Association Local #8500 of the Montana Federation of Public Employees (MFPE) reached a tentative agreement on November 16, 2023. The Secretaries ratified the tentative agreement to the contract and notified us on December 4, 2023. The District negotiation team recommends ratification. The three (3) year agreement was open for wages only for July 1, 2023, through June 30, 2024.

Considerations:

HPS and the Secretaries have a collaborative relationship and productive negotiations history. This one-year wage agreement supports the directive of the Board to support our staff members and address issues relative to the district budget.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve the HPS-Helena Secretaries Association Collective Bargaining Agreement as presented.”

Motion: Trustee Kay Satre moved to approve the HPS-Helena Secretaries Association Collective Bargaining Agreement as presented. Trustee Jennifer McKee seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

2. Approval of HPS-Craft Council (Plumbers and Mechanic) Collective Bargaining Agreement

The Board of Trustees reviewed the HPS-Craft Council (Plumbers and Mechanic) Collective Bargaining Agreement.

Background:

Pursuant MCA 39-31-306, an agreement reached by the public employer and the exclusive representative must be reduced to writing and must be executed by both parties. The Helena School District and the Craft Council (Plumbers and Pipefitters, Local Union #41 and International Association of Machinist and Aerospace Workers Local #88) reached a tentative agreement on November 27, 2023. The Plumbers (2 members) and Mechanic (1 member) ratified the tentative agreement to the contract. The District negotiation team recommends ratification.

Considerations:

HPS and the Craft Council have a collaborative relationship and productive negotiations history. This agreement continues to bring parity to the bargaining units within HSD that work together on facilities projects. This agreement supports the directive of the Board to support our staff members and address issues relative to the district budget.

Trustee Terry Beaver stated that this group is also a representation of the school district as a whole and he does not understand why they should get a greater percentage increase than has been offered to any other group. He understands the market analysis, but we also offer them healthcare above and beyond what they would get in the general market.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve the HPS-Craft Council (Plumbers and Mechanic) Collective Bargaining Agreement as presented.”

Motion: Trustee Linda Cleatus moved to approve the HPS-Craft Council (Plumbers and Mechanic) Collective Bargaining Agreement as presented. Trustee Jeff Hindoien seconded the motion.

Public Comment: None.

Vote: 7-1 (Seven trustees voted in favor and Trustee Terry Beaver voted against) Motion Carries.

3. Policy 1650 Public Charter Schools

Ms. Barb Ridgway, Chief of Staff, presented for action Policy 1650 Public Charter Schools to the Board of Trustees. This policy has gone before the full Board of Trustees for information with no recommended changes after their review. Ms. Ridgway answered any questions the trustees had regarding Policy 1650 Public Charter Schools.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 1650 Public Charter Schools.”

Motion: Trustee Jennifer McKee moved to approve Policy 1650 Public Charter Schools as presented. Trustee Janet Armstrong seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

4. Policy 2423 Personalized Learning

Ms. Ridgway presented for action Policy 2423 Personalized Learning to the Board of Trustees. This policy has gone before the full Board of Trustees for information with no recommended changes after their review. Ms. Ridgway answered any questions the trustees had regarding Policy 2423 Personalized Learning.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 2423 Personalized Learning.”

Motion: Trustee Kay Satre moved to approve Policy 2423 Personalized Learning as presented. Trustee Terry Beaver seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

5. Policy 3005 Bullying, Intimidation, Harassment & Hazing Prevention & Reporting Policy

Ms. Ridgway presented for action Policy 3005 Bullying, Intimidation, Harassment & Hazing Prevention & Reporting Policy. Ms. Ridgway stated this is an existing and required policy which has been before the full Board of Trustees for information and the only change in this policy right now is to the citations under the legal references. Ms. Ridgway answered any questions the trustees had regarding Policy 3005 Bullying, Intimidation, Harassment & Hazing Prevention & Reporting Policy.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 3005 Bullying, Intimidation, Harassment & Hazing Prevention & Reporting Policy.”

Motion: Trustee Jennifer McKee moved to approve Policy 3005 Bullying, Intimidation, Harassment & Hazing Prevention & Reporting Policy as presented. Trustee Janet Armstrong seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

6. Policy 3120 Compulsory Attendance

Ms. Ridgway presented for action Policy 3120 Compulsory Attendance. This policy has been before the full Board of Trustees with no recommended changes after their review. Ms. Ridgway answered any questions the trustees had regarding Policy 3120 Compulsory Attendance.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 3120 Compulsory Attendance.”

Motion: Trustee Linda Cleatus moved to approve Policy 3120 Compulsory Attendance as presented. Trustee Jennifer McKee seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

7. Policy 3155 Part-time Attendance

Ms. Ridgway presented for action Policy 3155 Part-time Attendance. This policy has been before the full Board of Trustees with no recommended changes after their review. Ms. Ridgway answered any questions the trustees had regarding Policy 3155 Part-time Attendance.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 3155 Part-time Attendance.”

Motion: Trustee Jeff Hindoien moved to approve Policy 3155 Part-time Attendance as presented. Trustee Kay Satre seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

8. Policy 4330 Community Use of Facilities

Ms. Ridgway presented for action Policy 4330: Community Use of Facilities. This policy has been before the full Board of Trustees with no recommended changes after their review. Ms. Ridgway answered any questions the trustees had regarding Policy 4330: Community Use of Facilities.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 4330 Community Use of Facilities.”

Motion: Trustee Jeff Hindoien moved to approve Policy 4330 Community Use of Facilities as presented. Trustee Janet Armstrong seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

9. Policy 7014 Subscription Based Information Technology Arrangements (SBITAs) Capitalization Threshold

Ms. Ridgway presented for action Policy 7014: Subscription Based Information Technology Arrangements (SBITAs) Capitalization Threshold. This policy has been before the full Board of Trustees for information with no recommended changes after their review. Ms. Ridgway answered any questions the trustees had regarding Policy 7014: Subscription Based Information Technology Arrangements (SBITAs) Capitalization Threshold.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 7014 Subscription Based Information Technology Arrangements (SBITAs) Capitalization Threshold.”

Motion: Trustee Linda Cleatus moved to approve Policy 7014 Subscription Based Information Technology Arrangements (SBITAs) Capitalization Threshold as presented. Trustee Jennifer McKee seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

10. Policy 7035 Fraud and Fraud Prevention

Ms. Ridgway presented for action Policy 7035: Fraud and Fraud Prevention. This policy has been before the full Board of Trustees for information with no recommended changes after their review. Ms. Ridgway answered any questions the trustees had regarding Policy 7035: Fraud and Fraud Prevention.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve Policy 7035 Fraud and Fraud Prevention.”

Motion: Trustee Kay Satre moved to approve Policy 7035 Fraud and Fraud Prevention as presented. Trustee Jennifer Walsh seconded the motion.

Public Comment: None.

Vote: 8-0 motion carries unanimously.

That concluded the Items for Action and the Board of Trustees moved on to review the Items for Information.

C. Items for Information

1. Policy 2100 Recognition of Native American Cultural Heritage
Ms. Ridgway presented for information to the Board of Trustees Policy 2100 Recognition of Native American Cultural Heritage. This policy has been 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. Ms. Ridgway answered any questions the trustees had regarding Policy 2100 Recognition of Native American Cultural Heritage.
2. Policy 2103 Religion and Religious Activities
Ms. Ridgway presented for information to the Board of Trustees Policy 2103 Religion and Religious Activities. Revisions were made to this policy to recognize the holding of the U.S. Supreme Court’s decision in Kennedy v. Bremerton School District, 142 S.Ct. 2407 (2022). That was the case regarding the football coach praying after games. The Court’s decision to permit such prayer was largely based on the school district’s practice of allowing coaches after games to engage in personal activities despite the fact that they were still on duty, such as checking cell phones and talking to family. Revisions were also made to reflect House Bill 745 which clarified that students may choose to read the Bible or other religious materials during free reading time or if a course/classroom permits a student to self-select materials. Legal references were updated to reflect these laws. When the Policy Committee reviewed this policy, it was suggested that lines 60 through 65 be removed from the policy. Ms. Ridgway answered any questions the trustees had regarding Policy 2103 Religion and Religious Activities.
3. Policy 4015 Conduct on School Property
Ms. Ridgway presented for information to the Board of Trustees Policy 4015 Conduct on School Property. This policy has been revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property. Ms. Ridgway answered any questions the trustees had regarding Policy 4015 Conduct on School Property.
4. Policy 4030 Cooperative Programs with Other Districts and Public Agencies
Ms. Ridgway presented for information to the Board of Trustees Policy 4030 Cooperative Programs with Other Districts and Public Agencies. This policy has been 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.” Ms. Ridgway answered any questions the trustees had regarding Policy 4030 Cooperative Programs with Other Districts and Public Agencies.
5. Policy 4040 School, Student, Parent, Family and Community Engagement in Education
Ms. Ridgway presented for information to the Board of Trustees Policy 4040 School, Student, Parent, Family and Community Engagement in Education. This policy has been revised to

reflect a new rule adopted in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules that incorporates family engagement goals. The language in the policy is updated to reflect the change made to the language previously in the accreditation rules. When the Policy Committee reviewed this policy, it was recommended that the words *and supports* be added after the word *recognizes* on line four. Ms. Ridgway answered any questions the trustees had regarding Policy 4040 School, Student, Parent, Family and Community Engagement in Education.

6. Policy 5020 Tobacco Products, Marijuana, Drug and Alcohol-Free Workplace

Ms. Ridgway presented for information to the Board of Trustees Policy 5020 Tobacco Products, Marijuana, Drug and Alcohol-Free Workplace. This policy has been revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property. Ms. Ridgway answered any questions the trustees had regarding Policy 5020 Tobacco Products, Marijuana, Drug and Alcohol-Free Workplace.

7. Policy 7060 District Safety

Ms. Ridgway presented for information to the Board of Trustees Policy 7060 District Safety. This policy has been revised to reflect Senate Bill 213 and the requirement that safety/emergency plans be reviewed annually as well as incorporate threat assessment practices to include the adoption of protocols to be used for student threats towards others or property and identification of the threat assessment team as well as a requirement that the team meet at least monthly. When the Policy Committee reviewed this policy, it was recommended that lines 38 and 39 be removed from the policy as similar information is stated earlier in the policy. The Policy Committee also recommended that the word *school* on line 24 be changed to *district*. Ms. Ridgway answered any questions the trustees had regarding Policy 7060 District Safety.

That concluded the Items for Information, and the Board of Trustees moved on to Reports.

D. REPORTS

1. Student Representatives Reports

Ms. Luna Hernandez, Capital High School Student Representative for the Board of Trustees, gave her Student Representative Report. Ms. Hernandez commented, “CHS recently held a fundraiser with our parents to raise money for families in need during both Thanksgiving and the upcoming holiday break. We raised over \$2,000 for the Bruin Pantry via donations collected via RevTrack with our bookkeeper. Counselors identified families in need and Van’s food vouchers are distributed to CHS families. Club leaders at CHS have also organized a canned food drive for community members that will be in need over Christmas break. The drive is underway as of Monday. The winter choir concert was held last Monday, and the winter band concert is this evening. The Advanced Orchestra concert will be held on the 14th at 6:00 pm in the Capitol Rotunda and the general Orchestra concert will be held on the 19th at 7:00 pm in the CHS auditorium. Bruin Talks is a program in which upper class students talk with freshmen during announcement time. The 2nd quarter Bruin Talk was held in November.

It included a brief video and was focused on different resources we have for students. Capital High recently held the speech portion of the Valley of Gold Speech and Debate Meet- and we would like to say thank you to our community members who volunteered to judge. We had a lot of schools and a lot of students competing. During the first Public Learning Community Monday of the month, teachers were able to select two professional development sessions out of 6 total to attend last Monday afternoon. The same sessions will be offered in January and teachers will get to attend another two of their choice. The focus areas for this month that have been directly derived from the CHS Instructional Frameworks include close reading, scaffolds, paraphrasing, summarizing, and annotating. The annual Holiday Assembly and the Winter Formal will both be held on Thursday the 21st- the last day of school before the holiday break. Winter MHS sports have started- games, heats, and matches have all started and another sports season is underway."

Ms. Willa Bishop, Helena High School Student Representative for the Board of Trustees, gave her Student Representative Report. Ms. Bishop commented, "December is normally the slow month for Helena High and this year has been no different. The band had their first concert on the 5th of December, the same night as crosstown wrestling. Helena High School choir is having a concert tonight and will perform at the winter assembly on Thursday the 21st of December. With the fall sports ending in November, all-state and all-conference selections have been announced, with Helena High having countless athletes recognized. Coach Zentz was also named the NFHS Girl's Track and Field Coach of the Year for Montana. National Honor Society just finished up a food drive and our HOSA chapter is running a clothes drive for the winter months."

2. Helena Education Association Report

Ms. Jane Shawn, HEA President, gave the Helena Education Association Report. Ms. Shawn commented, "Saturday was score release day for national boards, which is a day much anticipated by those teachers who submitted components way back in the spring. These teachers have put forth hundreds of hours and thousands of dollars to show evidence of their accomplished teaching, and we have 13 new National Board-Certified teachers in front of our students. Our newly minted National Board-Certified teachers are:

Bryant: Bridget Butler

Capital High: Ellie Fjeseth, Lauren Mitchell, and Laura Ortman

Four Georgians: Chelsey Davis, Rachel Heaton, Jamie Hoovestall and Mikayla Nickol

Helena High: Victor Daniel

Jim Darcy: Lynn Bubb, Ashley Fish, Nicole LaChappelle and Talor LeBrun

Warren: Jena Marshall

We also had National Board-Certified teachers who maintained their certifications:

CHS: Adam Clinch and Jake Warner

Central: Susan Robinson

Smith: Katy Wright

As you can see from the building clusters, teachers provided support to each other during the process, identifying student and professional needs and then finding solutions through the professional learning community process is a huge tenant of the National Board and we now have 49 NBCT's in the Helena School District. I am very proud of the accomplishments of my colleagues. Thank you.”

3. Facilities and Maintenance Committee Report

Trustee Kay Satre gave the Facilities and Maintenance Committee Report. Trustee Satre commented, “We had a good Facilities and Maintenance committee meeting yesterday and began with an update from SMA on the Facilities Master Plan process and they told us that they are finalizing options for elementary, middle, and high school plus other district facilities. They are well into Phase Two of their process and these options will be presented at a facilities master planning progress meeting later this month on December 20th. They are also holding follow up meetings with CTE staff and they're sharing and discussing examples of shared CTE facilities in other districts and really exploring benefits and disadvantages to various ways of doing that. They are planning an upcoming meeting with Todd Verrill to prioritize deferred maintenance projects as the facilities master planning process is wrapping up. I was happy to hear after the presentation from Superintendent Weltz that the district leadership is going to bring the different options that are being presented as part of this planning process to all the schools in the district in order to get feedback from the people who are living in and using those facilities day after day. So, I think that's a great thing. For the second part of our meeting, we had a presentation from a firm called Ameresco and two representatives from that firm explained how an energy savings performance contract could benefit the district. So, the basic idea is, if the district chooses to contract with a firm such as this, there's an audit run, and then there's planning, developing, and implementing a plan to upgrade energy systems so that the investments in the upgrades end up overtime paying for themselves in energy savings. The energy savings plan that these two people talked about would also help us to access federal grants and tax credits, some of which are newly available to nonprofits like schools and hospitals, through the Inflation Reduction Act. They also explained how they include a measurement verification process which really tries to measure whether the projected savings are actually happening over several years after different energy technologies are implemented. Tim Meldrum of SMA indicated that this kind of contract would coordinate really well, time and effect wise, with the facilities master plan work by addressing key aspects of deferred maintenance around energy efficiencies. Then finally, as always in our meetings, we had a great presentation from Todd Verill, Director of Facilities. He gave us a rundown of a lot of the work that's getting done. Work that ranges from water pressure issues, flooring projects, set up and tear down for all those holiday programs that happen in every school, painting classrooms, putting Vigilante Stadium to bed for the winter, and replacing 750 soap dispensers across the district. On safety and security, he specifically reported that there had been some testing of water in valley schools and air quality testing, and it looks like we have safe water and air. At PAL, there's an emergency dial code system that has been completed and tested. Good news on the staffing front, just this last week they were able to hire three new custodians and that's been a challenge over the last month, so the number of vacancies for that department has gone from six to three.”

4. Budget and Finance Committee Report

Trustee Janet Armstrong gave the Budget and Finance Committee Report. The Budget Consensus Recommendation Committee will be meeting on December 20th from 4:00 p.m. to 6:00 p.m. The Budget and Finance Committee met today and reviewed the Budget to Actual reports. The second part of the meeting was a discussion on state aid revenue sources. The committee discussed that Montana school districts will not receive additional funding as a result of increased property tax collections at the state level. Nor will our schools get a boost from any other tax windfall, such as coal or cannabis revenue. This year the state will see a significant increase in tax revenues from the 95 mills and other sources as a result of the state's rapidly rising property values. But the extra revenue won't be passed on to our schools. That's because Montana public schools are funded through a set formula that is established in state law. This formula is based largely on student counts, along with other multipliers. When the state brings in increased tax revenue, these monies simply offset the state's annual cost for funding school districts. Imagine each of Montana's school districts as a cup. Each cup has a fill line determined by the state's legally established school funding formula. Every year, the state must fill each cup (school district) with water (funding) to the fill line – no more and no less. When the state receives larger-than-expected returns, say from property taxes, School Trust Lands, coal revenues or the 95 mills, it simply means there is more money left in state coffers once the school district cups have been filled to their prescribed fill lines for the year. There is no topping off and our public schools will receive no additional funding as a result of increased property tax collections at the state level this year or any other windfall.

5. Policy Committee Report

Trustee Janet Armstrong gave the Policy Committee Report. The Policy Committee reviewed all the policies that were presented to the full board this evening and it was a very productive meeting. Trustee Armstrong commented, "I do anticipate by the spring we won't be reacting to all these changes; we will be going back to being proactive and going through all the policies. It is a great way for anyone on the board to learn about how the district runs and what our constraints are."

6. Teaching & Learning Committee Report

Board Chair Siobhan Hathhorn gave the Teaching and Learning Committee Report. Trustee Hathhorn commented, "We had an amazing presentation on what we call our Mount Ascension Program which is a program for kids that have had significant trouble such as incarceration or are at a high risk of dropping out. It is a personalized learning program where they get to work more at their own pace and it's flexible so that if they have to have a second job, they can do it both at home or online, and then come back in, but they have direct contact with the teacher and it just sounded like there was amazing work that was being done there. I know the trustees that were there would really like to take a tour of the Mount Ascension Programs. Then we had a presentation on standards-based grading. Elementary schools have adopted standards-based grading throughout the district. There's a committee that makes sure that the consistency is correct, and the teachers have been trained. Then we got an update on grade level meetings. In the past if there was a grade level meeting a huge group of substitutes would come in to cover all the second-grade classrooms across the district and the teachers would come together for the grade level meeting. With the substitute shortages we are experiencing, they have created a new formula where you have the option to pop into the meeting, or meet with them individually, they have training and lines of communication, and it is going really well."

7. Health Benefits Committee Report

Trustee Kay Satre gave the Health Benefits Committee Report. Trustee Satre commented, “First of all, we had a little bit of discussion about end financials for the plan year. I need to wait until January to be able to give you more solid figures about where we were at the end of the plan year. Rich Franco, the manager of our Health Benefits Plan, said it was not a bad year and was actually pretty good, so I'll give you that portion and specific information in the January meeting. We also talked about that we are always looking for ways to decrease claims to decrease costs for both the district and for members and to make sure that we provide the best benefits possible that we can afford. So, there are two things that we're exploring and intending to explore in this next year. There is this 340B RX opportunity with St Peter's Health and I believe Superintendent Wertz has mentioned that a couple of times. It's a federal program, and it's offered through St Peter's Health. Savings to our plan will depend upon members getting their prescriptions through St Peter's Health providers and right now, about 50% of our members use St Peter's Health providers. So, in order to make that plan really work we are thinking about how we might incentivize more of our members to switch to St. Peter's Health but we're in exploration about that particular program. The other thing we are going to start discussing is how we might revise our current plan structure by unbundling to create more choice in premium savings for members. We have heard from teachers and staff across the district about their concern about rising premium costs that they are having to absorb so we are looking at how it might work to unbundle. For instance, now have two current plan options, the standard plan, and the premium plan, and maybe we'll look at offering three options, one with a higher, one with medium and one with lower coverages with higher deductibles and max out of pocket, for instance. Just getting some variability along there as well as enabling members to choose or reject dental and vision coverage as opposed to having these two packages that you sort of choose standard or premium-having more alternatives. We need to talk about how any of these initiative plans might timing wise sync with the ongoing work on the Health Trust Fund that Superintendent Wertz talked about earlier. We are conscious of the fact that other big discussion is going on and trying to think about how anything that we're going to do time wise would fit within those other decisions and plans that are being made there.”

8. Wellness Committee Report

Board Chair Siobhan Hathhorn gave the Wellness Committee Report. Chair Hathhorn commented, “The Wellness Committee consists of an overarching wellness meeting and then there's subcommittee meetings of nutrition and physical education. I've been to several meetings over the last month, and one of the biggest items is that there is a USDA grant that is due on January 12th. It's a very short timeline. It's between \$50,000 and \$100,000, depending on how you approach it. After much discussion and the holidays in a very short time frame it was decided that we are most likely to go for the \$50,000 grant. Robert Worthy is doing a whole bunch of work as are several other committee members and the focus of that grant will be procuring produce from an already established co-op vendor. The problem with really improving the health of the school lunch program is Robert only has a certain amount for breakfast and lunch, around \$3.00 for lunch and \$2.00 for breakfast. So, if we put something organic in there or put something more expensive, it doesn't work very well. So, if we get these grants, it will allow us to have healthier materials for him to work with and not have to increase the cost to either the district or the consumer. The future grant for the \$100,000 would probably have more of a community aspect and one thing that's being looked at next year is

including hydroponics. PAL is very interested in hydroponics and there have been some ideas where you can have a mobile hydroponics lab. So, they are looking at those ideas for the future. On the nutrition side, there was a snack competition. The winner was at Central, and the winner of the snack gets to choose a meal for Robert and his team to come in and cook and have the kids share. They're also working on district wide snack list to hand out at parent teacher conferences just to give parents a little edge on that. The other thing that's coming down the line is looking at vending machines in the middle and high schools and standardizing them with an approved list of healthy items. The Harvest of the Month is one of the programs that is ongoing and is focused on the 4th grade classroom, and there are food lessons that are done collaboratively with Carroll College students who come in, so that is a great way to teach kids about the health of food and having fun. There is also collaborative work with Helena Food Share and their Charlie Cart. The cart is an all-in-one kitchen on wheels with a full curriculum that includes classroom-tested recipes—connecting the dots between food, health, and the environment. It is being used in ten of our elementary schools to get kids interested in food and learning how to cook. For the physical education group, there is a push for a district wide alternative recess for students that may have behavior problems or may not be able to be on the playground in their current emotional state. So, an alternative recess that's safe for them to still go out and play, and to maybe not be with a full group of kids if things are not going well at that time. The final thing is that there is an exploration group for equipment for middle school and high school students. The play equipment at Helena Middle School is very popular and very well used, and there is interest in having age-appropriate play equipment at both middle schools and high schools.”

9. Montana School Boards Association Report

MTSBA has not met, so there was no Montana School Boards Association Report.

10. Parent Council Visit Reports

Trustee Linda Cleatus shared her report from her parent council visit to Helena High School. Trustee Cleatus commented, “It was a short meeting and there were about five parents and it seemed like a 101 for the parents that are new to the district or to the school. Principal Thennis went over the different offerings and really focused on AP classes versus dual credit classes and talked about how they don't really crossover necessarily. Then Principal Thennis was talking about strategizing to give more opportunity for freshmen and sophomores to have more choice in electives and more fun classes. One thing that stood out was the parents had different skill sets and they were taking the initiative to say, hey, we want to help advocate for the levies and they shared their skill sets which were impressive, so Principal Thennis took their information.”

That concluded the Reports portion of the agenda. The Board of Trustees moved on to review upcoming meetings.

VII. UPCOMING MEETINGS

Board Chair Siobhan Hathhorn reviewed upcoming meetings with the Board of Trustees.

- Wednesday, December 20th, Budget Consensus Meeting, 4:00 p.m., Lincoln Center
- Tuesday, January 2nd, Policy Committee Meeting, 12:00 p.m., Lincoln Center
- Wednesday, January 3rd, Teaching & Learning Committee Meeting, 12:00 p.m., Lincoln Center
- Monday, January 8th, Facilities & Maintenance Committee Meeting, 12:00 p.m., Lincoln Center
- Tuesday, January 9th, Executive Committee Meeting, 11:00 a.m., Lincoln Center
- Tuesday, January 9th, Budget & Finance Committee Meeting, 12:00 p.m., Lincoln Center
- Tuesday, January 9th, Full Board Meeting, 5:30 p.m., Lincoln Center
- Tuesday, January 23rd, Board Work Session, 11:30 a.m., Jefferson Elementary

VIII. BOARD COMMENTS

The trustees had a robust conversation about the 340B insurance program and discussed that this program is very complicated and needs further exploration and discussion. There were no further board comments.

IX. ADJOURNMENT

Board Chair Siobhan Hathhorn adjourned the meeting at 8:51 p.m.

Candice Delvaux, Recording Secretary Date

HELENA SCHOOL DISTRICT NO., LEWIS AND CLARK COUNTY
RESOLUTION TO DISPOSE OF PERSONAL PROPERTY

WHEREAS, the trustees of any district have the power and the responsibility to hold in trust all real and personal property of the District for the benefit of the schools and children of the district, and;

WHEREAS, the trustees of any district have the authority to determine that certain personal property of the District is or is about to become abandoned, obsolete, undesirable, or unsuitable for the school purposes of the district pursuant to Mont. Code Ann. § 20-6-604, and;

WHEREAS, the District owns items of personal property consisting of DVD/VHS players, monitors, projectors, document cameras, cameras, printers and cps sets;

WHEREAS, the Board of Trustees of Helena School District No. 1 desires to sell or dispose of such technology equipment because they are abandoned, obsolete, undesirable or unsuitable for school purposes;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of Helena School District No. 1, Lewis and Clark County, Montana, shall sell or otherwise dispose of the computers and technology equipment identified below:

- Pallet #1 56 Various Obsolete Computer Monitors
- Pallet #2 67 Various Obsolete Computer Monitors
- Pallet #3 16 Obsolete Printers & 1 Overhead Projector
- Pallet #4 14 Obsolete Printers
- Pallet #5 19 Obsolete Printers
- Pallet #6 56 Osolete Overhead Projectors & Document Cameras
- Pallet #7 16 Osolete Overhead Projectors, 41 Document Cameras
 12 DVD &/or VCR Players, 10 Cameras & Video Cameras
- Pallet #8 7 CPS Sets, 12 Obsolete Printers

The items may be viewed at Helena Middle School Warehouse, located at 1010 Idaho Ave, Helena, MT, January 30, 2024, between the hours of 1:00 pm and 2:00 pm. Please call Education Technology Administrator, Gary Myers at (406) 324-2028 for more information. Purchased by pallets, not individually. Purchasing parties are responsible for the pickup or shipping of purchased pallets no later than February 13, 2024. Interested parties must submit sealed bids to the Helena School District #1 Business Office, 1325 Poplar Street, Helena, MT 59601 by 3:00 pm on February 6, 2024. The exterior of all bid envelopes or packages must clearly state: **Sealed Bid for Surplus Technology Equipment**. In the event that no bids are received for an item listed above, the District will dispose of the item(s) in any manner deemed appropriate.

This Resolution shall not become effective for 14 days. Upon expiration of the 14-day period, the Superintendent of the District shall effectuate the sale or [if applicable] disposal of the above-

described property. Money realized from the sale of any of the above-identified items shall be credited to the technology fund [if applicable].

Adopted this ____ day of _____ 2024.

By: _____

Chairperson, Board of Trustees

DISTRICT CLERK CERTIFICATION:

I attest the above-referenced signature of the Chairperson of the Board of Trustees, and further certify as follows _____ made the motion to approve this RESOLUTION TO DISPOSE OF PERSONAL PROPERTY and _____ seconded the motion; the following Trustees voted in favor of the motion:

_____; the following Trustees voted against _____; and the following Trustees were absent: _____.

By: _____

Janelle Mickelson, District Clerk

Helena School District No. 1

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.1

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Action

1. Consider Approval of RBLC Lease with St. Peter's Health

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

Memorandum
St. Peter's Health Lease of Ray Bjork Learning Center
January 9, 2024

Background / Summary of Lease Agreement

The District published a Request for Proposals (RFP) for the lease of the Ray Bjork Learning Center in June of 2023 and received four proposals. An analysis of all proposals was conducted and the administrative recommendation to the Board was to initiate the development of a lease with St. Peter's Health.

Over the past several months HPS staff, SPH staff and their attorneys have worked to negotiate a lease. Key points are below.

- Use of Facility:** The building and associated property will be used for the operation of a licensed childcare facility.
- Lease term:** 20 years to terminate in 2044 unless renewed under a revised lease agreement.
- Rent:** \$22,741.49 per month with annual increases.
- Costs:** Except as set forth, HPS shall not incur any costs relating to the tenant's operation and maintenance including landscaping and snow plowing.
- Improvements:** Tenant will make all the improvements identified in Exhibit B and shall pay all costs unless otherwise described in the agreement.
- Utilities:** Tenant shall pay all costs associated with all utilities.
- Surrendering Property:** At the conclusion of the lease or upon termination of the lease tenant shall surrender all property to HPS in the same condition as on the commencement date.
- Assignment & Subleasing:** Tenant shall not transfer, mortgage, encumber, assign or sublease all of any part of the property without HPS's advance written consent.
- Required Insurance:** Tenant shall maintain the following at all times during the term; liability insurance, Workers' Compensation insurance, general liability insurance, and sexual abuse and molestation coverage.

**Optional
Insurance:**

Tenant may also obtain renter's insurance, vandalism insurance, insurance for its own equipment or loss of business insurance as tenant deems appropriate.

**Default &
Remedies:**

Events resulting in default are described in detail on page 9 of the lease and include but are limited to; abandonment of property, failure to adequately maintain property, any material violation of laws, rules, ordinances, or regulations, and revocation or termination of license to operate a childcare facility.

LEASE AGREEMENT

THIS LEASE (hereafter called this "Lease") is made and effective on this 1st day of February, 2024 (the "Commencement Date"), by and between Helena Public Schools, (hereinafter collectively referred to as "HPS" or "Lessor") AND St. Peter's Health (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, HPS issued a Request for Proposals for leasing its Ray Bjork Learning Center, 1601 8th Avenue North, which is more specifically described as that property located on CARSON ADD, S29, T10 N, R03 W, BLOCK 3, Lot 2A, COS #3187798, with the exception of the property west and south of the fire turn-around requirements identified on Exhibit A attached hereto which will be available for use by HPS as storage after completion of the Improvements (defined herein) (individually and collectively referred to herein as "Property");

WHEREAS, St. Peter's Health submitted a response to the Request for Proposals requesting to enter into a Lease with HPS for the Property; and

WHEREAS, HPS wishes to lease the Property to Tenant upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

1. **USE.** Tenant shall only use the Property and any improvements placed thereon for the operation of a licensed childcare facility, and all incidental uses thereto, unless HPS gives prior written consent for another use.

Tenant shall not create a nuisance or use the Property for any illegal purposes. HPS reserves the discretion to withhold consent to any other use not identified herein. Tenant acknowledges that neither HPS nor HPS's agents have made any representation or warranty as to the present or future suitability of the Property for Tenant's intended use.

Tenant acknowledges that the Property is HPS-owned property. Tenant acknowledges HPS' alcohol-free, drug-free, tobacco-/vapor-/marijuana-product-free, harassment-free and weapon-free policies relating to use of the Property. Tenant shall require all its employees, licensees, invitees, and contractors to refrain from committing any criminal conduct, using tobacco/vapor/marijuana products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any unauthorized controlled substances, carrying weapons, or engaging in any inappropriate interactions of any nature whatsoever with students and staff members, including talking, touching, staring or otherwise contributing to a hostile or offensive environment.

Tenant shall comply and enforce all HPS policies in its use of the Property, including but not limited to Board Policy 4015 ("Conduct on School Property"). HPS' policies are incorporated in this Agreement as though fully set forth herein. Prior to the Commencement Date, HPS shall provide Tenant with a copy of all HPS policies and shall provide reasonable notice of not less than ninety (90) days of any revisions thereto.

Tenant shall provide HPS with a right of first refusal to enter into a separate agreement for any open childcare spots at the Property for the children of HPS's staff.

2. **TERM AND POSSESSION.** The term of this Lease shall be for 20 years commencing on the Commencement Date through December 31, 2044 (the "Term").

Tenant shall surrender the Property to HPS in the same condition that the Property was in on the Commencement Date of the Lease except for ordinary wear and tear, Improvements and any additional improvements or alterations permitted by this Lease, unless consent was conditioned on their removal.

3. **ACCEPTANCE OF PROPERTY.** Tenant accepts the Property "**AS IS**" and in its present condition. Tenant acknowledges that HPS has provided Tenant and/or Tenant's representatives with ample opportunities to examine the Property to their satisfaction. Tenant acknowledges that HPS has not warranted the Property and that neither HPS nor HPS's agents have made any representation or warranty as to the present or future suitability of the Property for Tenant's intended use.

4. **RENT.**

a. **Rent.** Tenant shall pay HPS rent of \$22,741.49 per month based on the rates of \$13.00 per square feet annually for the 18,842 square feet on the main floor of the Building (\$20,412.16) and the rate of \$8.00 per square feet annually for the basement which is 3,494 square feet (\$2,329.33) (together, the "Rent"), payable on or before the last business day of each month. Rent will be paid beginning on the Commencement Date and upon the first calendar day of each month thereafter during the term of the Lease.

b. **Annual Increase.** Beginning on the first calendar month following the anniversary of the Commencement Date, the Rent shall be increased annually during the first ten years of the Term of the Lease by the lesser of 1.0% or the Consumer Price Index, All Item Index, as of April of each year. Beginning on the first calendar month following the tenth anniversary of the Commencement Date, the Rent shall be increased annually during the balance of the Term of the Lease by the lesser of 3.5% or the Consumer Price Index, All Item Index, as of April of each year.

c. **Costs.** Except as otherwise set forth herein, HPS shall not incur any costs relating to Tenant's operation and maintenance of its spaces within the Property, janitorial services or supplies, any repair, Improvements, or snow removal.

d. **Taxes.** Before delinquency, Tenant shall pay all taxes, if any, assessed during the term against the Property, improvements to the Property, trade fixtures, or personal property placed by Tenant on the Property.

5. **IMPROVEMENTS.** Tenant shall make changes, capital improvements, alterations and renovations to the Property ("Improvements") identified in Exhibit B, and shall pay all costs for Improvements. Improvements do not include regular and routine maintenance and repairs required by Paragraph 8(b). Tenant shall provide all plans to HPS regarding proposed Improvements and obtain HPS's written permission for Improvements prior to commencing work, which consent shall not be unreasonably withheld. HPS shall be kept informed of the status of all Improvements. Tenant will provide sufficient notice of proposed Improvements to HPS to allow opportunity for feedback and approval by HPS, which approval and consent will be made promptly and shall not be unreasonably withheld. Tenant may make other Improvements not identified in Exhibit B at its sole cost upon notice and prior written consent of HPS in accordance with the procedures required herein; however, HPS has the sole right to approve or disapprove such additional Improvements not identified in Exhibit B in the best interests of HPS with the exception of any Improvements required to maintain licensing for a childcare for which HPS will not withhold consent. Upon termination of the Lease, or any extension thereof, all Improvements of

every character of the Property shall be the property of HPS and shall not be removed by Tenant. All interests, rights and claims of the Tenant in and thereto as well as all persons named by and under Tenant shall absolutely terminate upon the termination of the Lease for any cause, all at no cost or expense to HPS except as provided in this Lease. Personal property of the Tenant not permanently affixed to the walls, ceiling or floor of the leased area may be removed by Tenant on the termination of the Lease, or any extension thereof.

The parties acknowledge that the use of the Property may require the use, erection or other construction of signs. Any signs or advertising which is intended to be placed outside the interior walls of the Property shall be approved, in advance, by HPS. Tenant shall submit photographs or drawings to HPS in sufficient detail to adequately demonstrate Tenant's request and HPS shall approve or disapprove of the construction or erection of such signs, which approval shall not be unreasonably withheld. Any signage must conform to all state and local regulations.

If Tenant's costs for Improvements identified in Exhibit B and any any additional repairs or improvements made to the Property exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00) during the term of the Lease, Tenant may terminate the Lease at its sole option at any time with 30-day written notice to HPS. In the event that Tenant terminates the Lease before the expiration of the term as provided in this Paragraph 5, Tenant is not entitled to any reimbursement from HPS of its costs for Improvements and any additional repairs or improvements made. Tenant reserves the right to pay for such improvements in excess of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) during the term of the Lease and not exercise an option to terminate the Lease early as provided in this Paragraph.

6. COMPLIANCE WITH LAWS.

a. **Tenant's Compliance.** Tenant shall comply with all applicable laws, rules, regulations, ordinances and zoning, including laws:

(1) regarding the physical condition of the Property and any improvements it places thereon, but only to the extent the applicable laws pertain to the particular manner in which Tenant is allowed to use the Property and improvements placed thereon;

(2) regarding the lawful use of the Property and with which only the occupant can comply, such as laws governing maximum occupancy and illegal business operations such as unlicensed gambling; and

(3) regarding local, state, and federal childcare licensing laws, rules, and regulations.

7. USES PROHIBITED. Tenant agrees that it shall not use or permit the Property, or any part thereof, or any improvement thereon to be used for any other purpose without the consent of HPS, which shall not be unreasonably withheld or any unlawful or illegal purpose, including uses that are not in compliance with HPS's policies, rules and regulations or uses that are not specifically approved by the Board of Trustees.

Tenant shall not cause or permit the unlawful disposal, storage, or release of any hazardous substance near or upon the Property. Tenant shall not do or allow any of its employees, representatives, guests, or invitees to do anything affecting the Property that is in violation of any environmental law or regulation. As used in this paragraph, "hazardous substances" are those substances defined as toxic or those substances whose use or disposal is regulated in any fashion by

federal laws, laws of the state or county wherein the Property is located and any other law or regulation relating to health or environmental protection, other than those substances permitted, necessary, and reasonably related to the provision of medical and dental services contemplated herein. Tenant shall abide by all federal, state, and local laws relating to the storage and disposal of medical waste.

Tenant shall defend, indemnify and hold HPS harmless from any and all liability associated to its use and operation of the Property. Tenant shall promptly give HPS written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the use or disposal of any hazardous substance or medical waste or the alleged violation of any environmental law or regulation to the extent that Tenant has actual or implied knowledge and shall take all necessary action as required by environmental laws and regulations to comply therewith. Any violation of this paragraph by Tenant shall be considered as an event of default. In addition to the other provisions contained herein, Tenant agrees to indemnify and hold HPS harmless from any liability resulting from Tenant's violation of this paragraph. Said indemnification shall survive the termination of this Lease by default or any other act of the parties or action of law.

8. MAINTENANCE AND SERVICES.

a. **Utilities.** Tenant shall pay all costs associated with utilities, water, sewer, garbage disposal, electricity, gas, taxes, access and assessments, telecommunication and janitorial services. HPS will not be liable for any loss that may result from the quality, quantity, interruption, or failure of any such utilities or services, under any circumstances.

b. **Maintenance.** Tenant shall maintain the Property and any Improvements placed thereon by Tenant in good condition. Tenant's maintenance of the Property shall conform to the standards established by HPS regarding maintenance of school grounds.

Tenant will repair all damage and provide cleaning of graffiti within three (3) business days. Tenant will be required to pick up trash and maintain weekly garbage service for the Property and any improvements placed thereon. Tenant shall maintain a supervisor or on-call employee during operations on the Property. HPS is not responsible for providing supervision or security for the Property or any Improvements placed thereon.

Tenant will hire pest control for the Property, as necessary.

If Tenant has failed to perform the maintenance and repairs required under this Paragraph 8(b) after HPS has provided reasonable notice to Tenant of the maintenance and repairs required to be made by Tenant, HPS will have the right to perform such maintenance and repairs and to charge Tenant for the direct cost of the maintenance and repairs.

c. **Repairs.** Except for repairs covered by Landlord's insurance policies, Tenant will be responsible for the cost and expense of any repairs except if Tenant's cost of the improvements and repairs exceed the threshold set forth in Paragraph 5, at which point Tenant will have the option to terminate the lease instead of incurring any additional costs and expenses for repairs as provided in Paragraph 5.

d. **Landscaping and Snow Plowing.** Tenant, at its expense, shall maintain all landscaping (including the parking lot maintenance and restriping, mowing and weed control) and shall remove snow and ice from the parking lots, sidewalks and walkways that service the Property and the Improvements.

e. **HPS Access to Property.** HPS and HPS employees, agents, and other invitees shall have reasonable access to the Property. HPS shall provide at least 24 hours' notice to Tenant before accessing the Property except when HPS requires access to the Property due to an emergency.

f. **Surrendering the Property.** Upon the ending date of the Lease, abandonment, the date of the last extension term, if any, or upon judicial termination of the Lease, Tenant shall surrender the Property to HPS. Tenant shall surrender the Property to HPS in the same condition that the Property was in on the Commencement Date of the Lease except for ordinary wear and tear and alterations permitted by this Lease, unless consent was conditioned on their removal.

Upon surrender, Tenant's Improvements (including buildings), trade fixtures, and any other fixtures or other improvements (including signs) installed by Tenant shall remain with the Property. Except as otherwise provided in this Lease, Tenant shall not be entitled to any recovery or reimbursement for its costs for Improvements and repairs from HPS. Tenant shall remove personal property and any other property requested by HPS to be removed from the Property. Tenant shall repair any damage to the Property caused by the removal of personal property or any other property requested by HPS to be removed from the Property. Any personal property not removed by Tenant shall be considered abandoned. HPS may dispose of abandoned items as HPS chooses and bill Tenant for the cost of their disposal, minus any revenues received by HPS for their disposal.

9. ASSIGNMENT AND SUBLEASING. Tenant shall not transfer, mortgage, encumber, assign or sublease all or any part of the Property without HPS's advance written consent. HPS's consent shall be considered reasonably withheld if: (1) the proposed sub-Tenant's or assignee's business is not suitable for the building; or (2) the proposed sub-Tenant's or assignee's intended use is the education of children between the ages of 5 and 18.

Tenant shall provide to HPS in writing: (1) the name and address of the proposed sub-Tenant or assignee; (2) the nature of the proposed sub-Tenant or assignee's business or intended use; and (3) the terms of the proposed sublease or assignment. HPS shall, within twenty (20) business days after receiving the required information from Tenant for the proposed sub-Tenant or assignee required above, give notice to Tenant to permit or deny the proposed sublease or assignment. The denial or permission may be conditional if Board approval is required. HPS agrees to provide an explanation of any denial.

Any permitted sublease or assignment by Tenant is subject to the terms of this Lease and shall not extend beyond the Lease term. Tenant shall remain liable for all Lease obligations. HPS's consent to one sublease or assignment does not constitute a waiver of the consent requirement for any future subleases or assignments.

Fifty percent (50%) of the consideration (in excess of Tenant's rent per square footage under this Agreement) received by Tenant from a sublease or assignment that exceeds the amount Tenant must pay HPS shall also be paid HPS. Excess consideration shall exclude payments attributable to the amortization of the cost of Tenant's improvements made to the Property at Tenant's cost for the sub-Tenant or assignee and other reasonable, out-of-pocket costs paid by Tenant such as attorneys' fees that are directly related to Tenant's obtaining a sub-Tenant or assignee. Tenant shall pay this excess consideration to HPS at the end of each calendar year during which Tenant collects any excess consideration. Each payment shall be sent with a detailed statement showing the total consideration paid by the sub-Tenant or assign and any excluded amounts permitted by this Paragraph.

10. ABANDONMENT OF PROPERTY. Tenant shall not vacate or abandon the Property after Tenant opens for business during the term of this Lease. If Tenant abandons, vacates or surrenders the

Property or any improvements placed thereon after Tenant opens for business for a period of ninety (90) or more days and is not the result of a condemnation, damage or destruction of the Property, any personal property and/or improvements belonging to Tenant and left on the Property shall, at the option of HPS, be deemed to be abandoned and surrendered to HPS.

11. DAMAGE OR DESTRUCTION.

a. Damage. If either the building or Property shall be destroyed or damaged in any way by fire, flood, tornado, hurricane, earthquake, windstorm, hail or other natural disaster or act of God that does not arise from the fault, actions, or omissions of either party, HPS may, at its discretion in the best interests of the District, repair and/or rebuild the building and Property. In making such determination, HPS shall take into consideration the availability of all proceeds from claims through insurance required herein as well as the necessity to commit district funds. In the event that HPS determines to repair and/or rebuild the building and Property, it shall consult Tenant regarding such repairs. Until such time as the building and Property are repaired as aforesaid, all Rent and other charges payable hereunder shall be equitably abated from the date of such destruction or damage in the proportion and to the extent that the Property is unusable by Tenant for Tenant's intended use.

b. Lease Termination. HPS shall give written notice of its determination to Tenant whether it shall repair and/or rebuild the building or Property and an estimate of time to complete such work within sixty (60) days following the date of such damage or destruction. If HPS determines it will not complete the repair or the repair and/or rebuilding of the building or the Property cannot be completed within six (6) months of such date of destruction or damage, then Tenant has the option to terminate this Lease by giving written notice thereof to HPS within thirty (30) days of receipt of HPS's determination.

c. Tenant Fault. If a fire, damage, or destruction is caused by a negligent or intentional act or omission by Tenant or its officer, agent, employee, contractor or invitee, then Tenant shall be responsible for all costs to repair and/or rebuild the building or Property, regardless of any insurance limits, if HPS chooses to repair and/or rebuild the Property as provided herein.

12. CONDEMNATION.

a. Effect of Total Condemnation. In the event the entire Property shall be appropriated or taken under the power of eminent domain or conveyed under the threat of eminent domain by any public or quasi-public authority, the Lease shall terminate and expire as of the date of such appropriation, taking or conveyance, and the parties hereto shall be relieved of any liability or responsibility of one to the other. Tenant shall surrender the Property by removing all improvements placed thereon and restoring the Property as provided herein.

b. Effect of Partial Condemnation of Building. In the event that a portion of the Property shall be so appropriated, taken or conveyed, so as to reduce the square footage in an amount that impairs or prevents Tenant's continued use, then Tenant shall have the right to terminate this Lease as of the date of such taking, appropriation or conveyance. Tenant shall give written notice of such termination within twenty (20) days of the first written notice of such appropriation, taking or conveyance. HPS shall at all times keep Tenant fully advised of any condemnation proceedings or threat thereof. Any award or compensation arising out of such taking shall belong to and be paid to HPS except with respect to any separate award made to Tenant for its leasehold improvements and fixtures, relocation expenses and other damages or costs pursuant to a separate independent action taken by Tenant against the condemning authority.

13. INSURANCE.

a. **Liability Insurance.** Tenant shall, at Tenant's sole expense, maintain in effect at all times during the term, insurance coverage with limits not less than those set forth below:

(1) Workers' Compensation Insurance minimum limit as defined by statute and as same may be amended from time to time;

(2) General liability insurance, in occurrence form, insuring against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property, occasioned by or arising out of or in connection with the ownership or management of the Property, and including contractual liability coverage for Tenant's obligations under this Lease, to afford protection with a minimum combined single limit of liability of at least Three Million Dollars (\$3,000,000);

(3) Tenant shall obtain a policy that provides sexual abuse and molestation coverage and provide proof of such coverage to HPS.

(4) Tenant may provide the coverages required herein under blanket policies.

Tenant shall make HPS an additional insured on its liability insurance policy and shall provide proof of such coverage upon demand by HPS.

b. **Insurance Criteria.** Insurance policies required by this Lease shall:

(1) be reviewed by Tenant periodically to determine the extent, if any, to which the amount of coverage should be increased to adequately reflect the same level of coverage that existed at the beginning date.

(2) obtain insurance with a reputable insurance company licensed to do business in the State of Montana;

(3) name HPS party as an additional insured as its interest may appear;

(4) provide that the insurance not be canceled by Tenant or materially changed in the scope or amount of coverage unless fifteen (15) days' advance notice is given to HPS;

(5) be primary policies--not as contributing with, or in excess of, the coverage that the other party may carry;

(6) be permitted to be carried through a "blanket policy" or "umbrella" coverage; and

(7) be maintained during the entire term and any extension term.

c. **Evidence of Insurance.** Tenant shall provide HPS with a copy of its certificates of insurance confirming coverage on an annual basis. The certificate shall specify the amount, types of coverage, the waiver of subrogation and the insurance criteria listed above. The policies shall be renewed or replaced and maintained by the party responsible for that policy. If Tenant fails to give the

required certificate within thirty (30) days after notice of demand for it, HPS may obtain and pay for that insurance and receive reimbursement from Tenant.

d. **Optional Insurance Coverage of Property.** Tenant may also obtain such renter's insurance, vandalism insurance, insurance for its own equipment or loss of business insurance as Tenant deems appropriate. Any such insurance obtained shall be at the sole and exclusive expense of Tenant.

e. **Contractors.** In the event Tenant hires contractors to perform work permitted herein on the Property. Tenant shall ensure the imposition of at least the same insurance requirements as the District is imposing on Tenant is required for any and all contractors or subcontractors performing said work.

f. **HPS Insurance.** HPS shall obtain and maintain in effect as long as this Lease remains in effect, insurance policies providing at least the following coverages (and provide Tenant with copies of such policies upon request of Tenant at Commencement Date):

(1) general liability insurance, in occurrence form, insuring HPS against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property, occasioned by or arising out of or in connection with the ownership or management of the Property, and including contractual liability coverage for Landlord's obligations under this Lease, to afford protection with a minimum combined single limit of liability of at least Three Million Dollars (\$3,000,000);

(2) standard all-risk property and casualty insurance, insuring the Property and all other improvements on the Property against those risks normally encompassed in an all-risk policy, as well as such other risks as a reasonably prudent owner of similar commercial buildings in the locality where the building is located would normally insure against, such insurance to provide for the payment of full replacement cost in the event of a total destruction of the building and other improvements so as to ensure the availability of sufficient funds to repair and restore the building and other improvements to their condition immediately prior to any damage or destruction; and

(3) Landlord may provide the coverages required herein under blanket policies.

14. INDEMNIFICATION OF HPS. Except as set forth herein, HPS shall not be liable for any loss, injury, death or damage to persons or property which at the time may be suffered or sustained by Tenant or Tenant's employees or agents or by any persons whosoever may at any time be using the Property or its improvements or occupying or visiting the Property or its improvements or be in, on, or about the same, and Tenant shall indemnify HPS against all claims, liability, loss or damage whatsoever, including attorneys' fees and costs, on account of any such loss, injury, death or damage and shall further indemnify and hold harmless HPS from and against all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, arising from negligence or willful misconduct of Tenant or Tenant's agents, contractors or employees, and from and against all costs, attorney's fees, expenses thereon. If any action or proceeding shall be brought against HPS by reason of such claim, Tenant upon notice from HPS, shall defend the same at Tenant's expense by counsel reasonably satisfactory to HPS. Tenant shall also indemnify and hold HPS harmless from any penalty, damage or change imposed for any violation of any laws, ordinance or regulation, whether occasioned by negligence, or willful acts of Tenant, or any person on said Property. Said indemnification shall survive the termination of this Lease by default or any other act of the parties or action of law.

15. DEFAULT AND REMEDIES.

a. Each of the following events shall be a default by Tenant and a breach of this Lease:

(1) abandonment or surrender of the Property or any improvements placed thereon, or of the leasehold estate as set forth in Paragraph 10;

(2) failure to adequately and properly maintain the Property and Improvements resulting in the Property and improvements being in a state of disrepair;

(3) the subjection of any right or interest of Tenant to attachment, execution or other levy, or to seizure under legal process;

(4) the appointment of a receiver to take possession of any Tenant-owned improvements placed on the Property, or of Tenant's interest in the leasehold estate, or of Tenant's operations on the Property or any improvements placed thereon for any reason including but not limited to assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, unless the appointment or proceeding and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after appointment, filing or other initial event;

(5) an assignment by Tenant for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant as bankrupt; or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency' unless the assignment or proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing or other initial event;

(6) any material violation of any laws, rules, ordinances or regulations of the State of Montana, County of Lewis & Clark, City of Helena, and/or HPS policies in the use and operation of the Property for which adequate notice has been provided to Tenant and compliance with such HPS policy does not impose a material cost to Tenant and does not interfere with Tenant's licensing requirements as a child care facility.

(7) revocation or termination of a license to operate a childcare facility by a governmental licensing authority; and

(8) any material violation of the terms, conditions, or covenants of this Lease.

b. The parties agree:

(1) The word "default" in this Lease includes breach; and

(2) No act relating to curing a default, shall constitute a waiver of default or render HPS liable for any loss or damage resulting from any such act.

c. In the event that any default by Tenant, HPS shall notify Tenant within five (5) business days after discovery of such default. The notice shall identify the act of default and may include a description of desired corrective measures. Tenant may provide a written response within ten (10) business days of receipt of the notice. The response may include a proposed plan of correction. If Tenant provides a plan of correction, HPS may accept the correction plan or propose modifications at its

sole discretion. Tenant shall take such actions necessary to cure such default within thirty (30) days of receiving notice of such default or such reasonable amount of time if thirty (30) days is not a sufficient period of time to cure such default as provided in a plan of correction.

d. If any default of Tenant shall continue uncured, HPS shall have the immediate right to terminate this Lease. HPS, at its election, may also file a judicial action to terminate the Lease. Judicial action is not required in the event that Tenant abandons the Property. In the event of abandonment, all Tenant's rights in the Property shall terminate and HPS may re-enter and take possession of the Property and all improvements. Any termination of this Lease shall not relieve Tenant from payment of any sum then due to HPS or from any claim for damages previously accrued or then accruing against Tenant.

e. In the event that HPS pursues a judicial remedy to terminate this Lease, HPS reserves the right to pursue any and all remedies it may have at law or equity. In the event that HPS pursues a judicial remedy to terminate this Lease, Tenant reserves the right to maintain any and all defenses and counterclaims it may have at law or equity. A judicial action to terminate this Lease shall be filed in the Fourth Judicial District, Lewis & Clark County. The parties agree that the prevailing party in an action to terminate the Lease shall be entitled to the costs of such action and the reasonable attorneys fees incurred.

f. In addition to any other remedies HPS may have at law or equity and/or under this Lease, Tenant shall pay upon demand all HPS's costs, charges and expenses, including attorney's fees, agents and others retained by HPS incurred in connection with recovery of sums due under this Lease, or because of the breach of any covenant under this Lease or for any other available relief against Tenant. In the event either party shall bring any action against the other for relief hereunder, the prevailing party shall be entitled to their reasonable attorneys fees and all court costs incurred.

No waiver of any covenant or condition of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or conditions, nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, be construed as a waiver or such default or of HPS's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by HPS to Tenant be taken as an estoppel against HPS.

The rights and remedies given to HPS by the Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which HPS might otherwise have by virtue of a default under this Lease and the exercise of one such right or remedy by HPS shall not impair HPS's standing to exercise any other right or remedy.

16. LIENS.

a. **Lien.** Tenant shall ensure that no liens are placed against the Property for material or work claimed to have been furnished to the Property on Tenant's behalf and at Tenant's request. In the event that a lien is placed against the Property, Tenant shall, within twenty (20) days after receiving notice of any such lien:

(1) discharge the lien; and

(2) post a bond equal to one and one half (1 & 1/2) the amount of the disputed claim with companies reasonably satisfactory to HPS.

(3) In the event that Tenant is required to secure a bond for the construction of any improvements on the Property, HPS shall be named as an additional payee under such bond.

If Tenant posts a bond, Tenant shall contest the validity of the lien. Tenant shall indemnify, defend and hold HPS harmless from losses incurred from these liens.

b. **HPS's Discharge**. If Tenant does not discharge the lien or post the bond within the twenty (20) day period, HPS may pay any amounts, including interest and legal fees, to discharge the lien. Tenant shall then be liable to HPS for the amounts paid by HPS, including all fees and costs incurred.

c. **Consent Not Implied**. This paragraph does not grant consent to subject HPS's property to these liens. Tenant covenants and agrees to keep the Property at all times during the term hereof free and clear of all liens.

17. NOTICES. All notices, demands or other writings required or permitted to be given hereunder shall be given in writing and may be effected by personal delivery, or by mail, and, if given by mail, shall be deemed sufficiently given if sent by registered or certified mail and addressed as follows:

To HPS: Superintendent
Helena Public Schools
1325 Poplar St.
Helena, MT 59601

To TENANT: Chief Executive Officer
St. Peter's Health
2475 Broadway
Helena, MT 59601

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as provided herein.

18. PARTIES BOUND. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder to the extent of their guarantees.

19. CONFLICTS OF LAW. This Lease shall be governed and construed pursuant to the laws of the State of Montana. The parties agree that any litigation concerning this Lease will be brought in the First Judicial District, Lewis & Clark County, Montana.

20. SEVERABILITY. If any provision of this Lease shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Each provision of this Lease will be and is deemed to be separate and severable from each other provision.

21. ATTORNEYS' FEES AND COSTS. If HPS shall commence any action against Tenant for any unlawful detainer of the Property, or to enforce any term hereof, or if Tenant shall commence an action against HPS for breach, or to enforce any term hereof, the prevailing party shall be entitled to all costs and expenses incurred, including reasonable attorneys' fees and costs incurred.

22. **WAIVER**. No waiver by any party of any provision of this Lease shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.

23. **BINDING ON SUCCESSORS**. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successor, heirs, administrators and assigns of the parties hereto.

24. **TIME IS OF THE ESSENCE**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

25. **ENTIRE AGREEMENT**. This document represents the entire agreement of the parties regarding the lease of the Property and may not be modified or amended except by subsequent written instrument duly authorized and signed by both parties. Nothing herein shall preclude the parties from mutually agreeing to modify or amend this Lease; however, any such modifications or amendments shall be in writing and authorized and signed by both parties.

26. **HEADINGS**. The paragraph captions contained in this Lease are for convenience only and shall not be considered as construing or interpreting any provision hereof.

27. **RECORDING OF LEASE**. Tenant shall record this Lease and any amendments thereto in the Clerk and Recorder's Office in Lewis & Clark County, Montana.

IN WITNESS WHEREOF, the Parties have hereunto caused this agreement to be executed in several counterparts, each of which shall constitute an original and all of which taken together shall constitute a single instrument and to be legally binding agreement on this day of _____, 2024.

ST. PETER'S HEALTH

By: _____
Chief Executive Officer

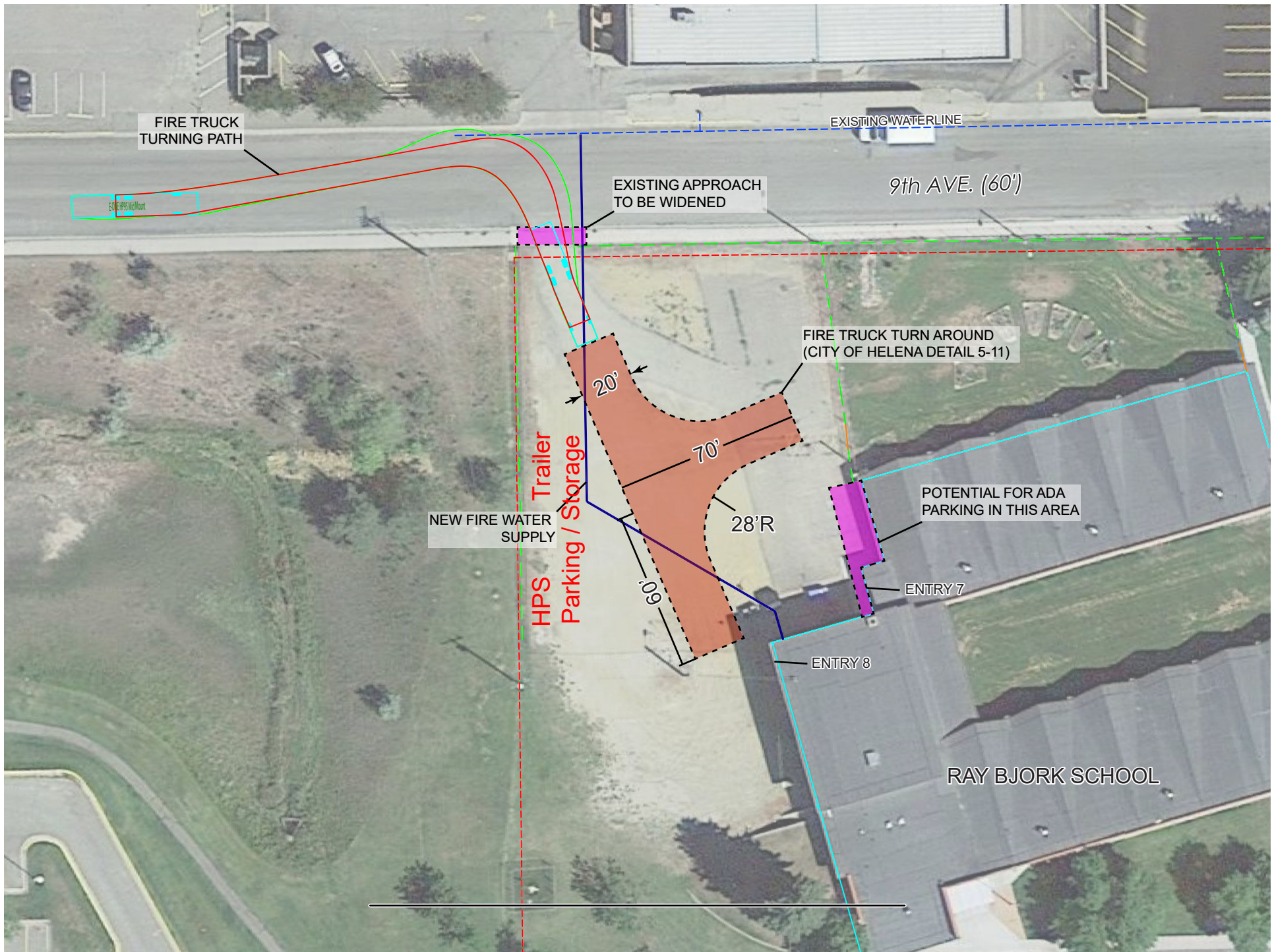
HELENA PUBLIC SCHOOLS

By: _____
Siobhan Hathhorn, Chair
Board of Trustees

Attest: _____
District Clerk

Exhibit A

See Attached



FIRE TRUCK TURNING PATH

EXISTING WATERLINE

EXISTING WATERLINE

9th AVE. (60')

EXISTING APPROACH TO BE WIDENED

FIRE TRUCK TURN AROUND (CITY OF HELENA DETAIL 5-11)

20'

70'

28'R

HPS Trailer Parking / Storage

NEW FIRE WATER SUPPLY

POTENTIAL FOR ADA PARKING IN THIS AREA

ENTRY 7

ENTRY 8

RAY BJORK SCHOOL



Exhibit B

Tenant Improvements

- (1) Backflow preventer installed
- (2) Air conditioning, mini split in each room, installed.
- (3) Boiler controls upgrade
- (4) Fire suppression system including a water main tap and new line into building.
- (5) Underground electrical service
- (6) Electrical service upgraded to 3-phase
- (7) Fire alarm upgrade and voice evacuation
- (8) Improved hallway visibility and egress
- (9) New casework/countertops and stainless sinks (including an added 2nd sink) in all classrooms
- (10) Repaired bathroom tile, some faucet replacements, wall repair, and FRP in the hallway restrooms.
- (11) Tentatively: Added basement restroom
- (12) Classroom wall repair and painting.
- (13) Tentatively: LED lighting upgrade
- (14) Any additional improvements required to receive and maintain a license to operate a childcare.

Please refer to the architectural scoping document for the renovation details. Subject to change during the final stage of construction document preparation, bidding, and permitting.



CIVIL ENGINEERING / PLANNING / SURVEYING

TO: Deana Mabry
SMA
Project Manager

FROM: Shane Forsythe, PE
Project Engineer

DATE: December 15, 2023

SUBJECT: Ray Bjork – Fire Services

Site Civil Overview

Improvements to the Ray Bjork School have necessitated the addition of a fire water service line. With this water service, the access accommodations for a fire truck accessing the site from 9th Avenue are also being investigated. It has been found that some minor site adjustments may be necessary to accommodate a fire truck with a City of Helena approved turn-around location. This document serves as an overview of the new fire water service, possible site access limitations, and potential fire truck turnaround options. Additionally, ADA access from the northwest parking area, via Entry 7, has been preliminarily assessed.

Fire Water Service

The Ray Bjork School does not currently have a fire suppression system. As part of this project a fire suppression system will be installed along with the internal retrofits that are being completed. This necessitates the installation of a new fire water service line.

The utility room is located in the northwest corner of the school, accessed via Entry 8. The new service line will need to enter the structure at this location. A City of Helena water main exists to the north of the Ray Bjork School on the north side of 9th Avenue. A new connection between the existing water main and the school can be routed through the northwest parking area, avoiding much of the paved surfacing in the parking lot. Regardless of the route the service line will take, a cut in 9th Avenue and the southern sidewalk will be necessary.

Given that the utility room's north wall and the City of Helena water main are not parallel, a minimum of one bend in the service line will be required. The most direct path from the utility room to the water main would be under existing paved surfaces for nearly the entire length of the service line. Additionally, the service line would meet the water main near an existing fire hydrant. Another site issue that was identified and will be discussed in depth in a subsequent section of this memo, is the width of the existing parking area entrance on the north side of the school building is narrow and cannot accommodate a city fire truck. Since the sidewalk will have to be cut and reconstructed for the new fire water service line, it may be possible to route the service line in such a way as to disturb the east side of the entrance so that when rebuilt it will be wide enough to accommodate a fire truck.



406.447.5000



3147 Saddle Dr. Helena, MT 59601



www.rpa-hln.com

HELENA / KALISPELL / BOZEMAN

Routing the service line along this route will necessitate two bends in the line but will avoid much of the existing pavement in the parking area. This alignment is likely the least expensive path and presents opportunities to address multiple project needs with minimal disturbance to existing paved surfaces.

Parking Area Approach

The parking area located northwest of the Ray Bjork School is on 9th Avenue. The access has an approximate width of 12 feet. At this width, the approach is too narrow for a fire truck to enter without having to travel over a section of full height curb. As part of this project, the approach will be widened to 20 feet. This will provide ample space for a fire truck to enter from 9th Avenue.

As previously mentioned, the fire water service line can be routed to the east of the existing approach and allow for some cost savings. Since the sidewalk will need to be cut to install the new service line and the sidewalk at the approach will need to be cut as well, it only makes sense to combine the cuts into a single disturbed area.

Fire Truck Access

After a fire truck accesses the site, it must be able to turn around or back out of the parking area. In a December 1st meeting with Lou Antonick (City of Helena Fire Marshal), a clear area in which a fire truck could turn around was requested in accordance with the International Fire Code (IFC) requirements. Three potential turnaround options are being presented (see attached graphics). Each of these options is based on the City of Helena Standard Detail 5-11, and the IFC. Each option will require areas in which no vehicles or obstructions may be parked. Helena City Schools would like to continue to park multiple trailers along the west side of the parking area. This may impact the viability of some of the options. Parking availability on the east side of the parking lot may also be impacted by the options. Additional barriers exist within the parking area, specifically a power pole with an overhead light in the southern portion of the parking area. All efforts were made to avoid these fixed barriers when laying out the turnaround options. The following subsections present each of the options and the trade-offs that may be required for the implementation of the option.

Option 1

Option 1 utilizes the wye shaped turnaround presented in the City of Helena Standard Details (Detail 5-11). This option would allow for a fire truck to pull on to the site and approach the area around Entry 7 directly. Turning around would be accomplished by reversing and turning toward the southwest of the parking lot. The required 60 feet of length for the legs of the wye would put the western leg near the fence on the west side of the parking area, where the Helena School District currently park their trailers. If this option were to be approved, the entire wye area shown on the drawing would need to be kept clear and marked and/or signed no parking/fire lane. This would impact the trailer parking area to the west and a small portion of the existing asphalt parking area to the east.

Option 2

Options 2 utilizes the alternative turnaround presented in the City of Helena's Standard Details (Detail 5-11). This option would allow for a fire truck to pull on to the site similar to that presented in Option 1. This option differs in the location in which the truck would need to back up in order to turn around. This option would also require a clear area and the marking and/or signing of a no parking/fire lane along the fence currently used by the Helena School District for trailer storage. This option does not encumber as much of the trailer parking area as Option 1, but it would require a larger clear area within

the existing asphalt parking area, which will presumably be used for parking for Saint Pete's Hospital employees.

Option 3

Option 3 is similar to Option 2 except that the turn around leg has been mirrored so that the fire truck would back to the east. This option would have the fire truck approaching the building nearer to Entry 8. An advantage of this option is that the area along the western fence would be available for trailer parking. Additionally, a small area on the east side of the existing asphalt parking area would need to be marked and kept clear. This option appears to reduce overall impacts to the planned parking areas the most.

Option Summary

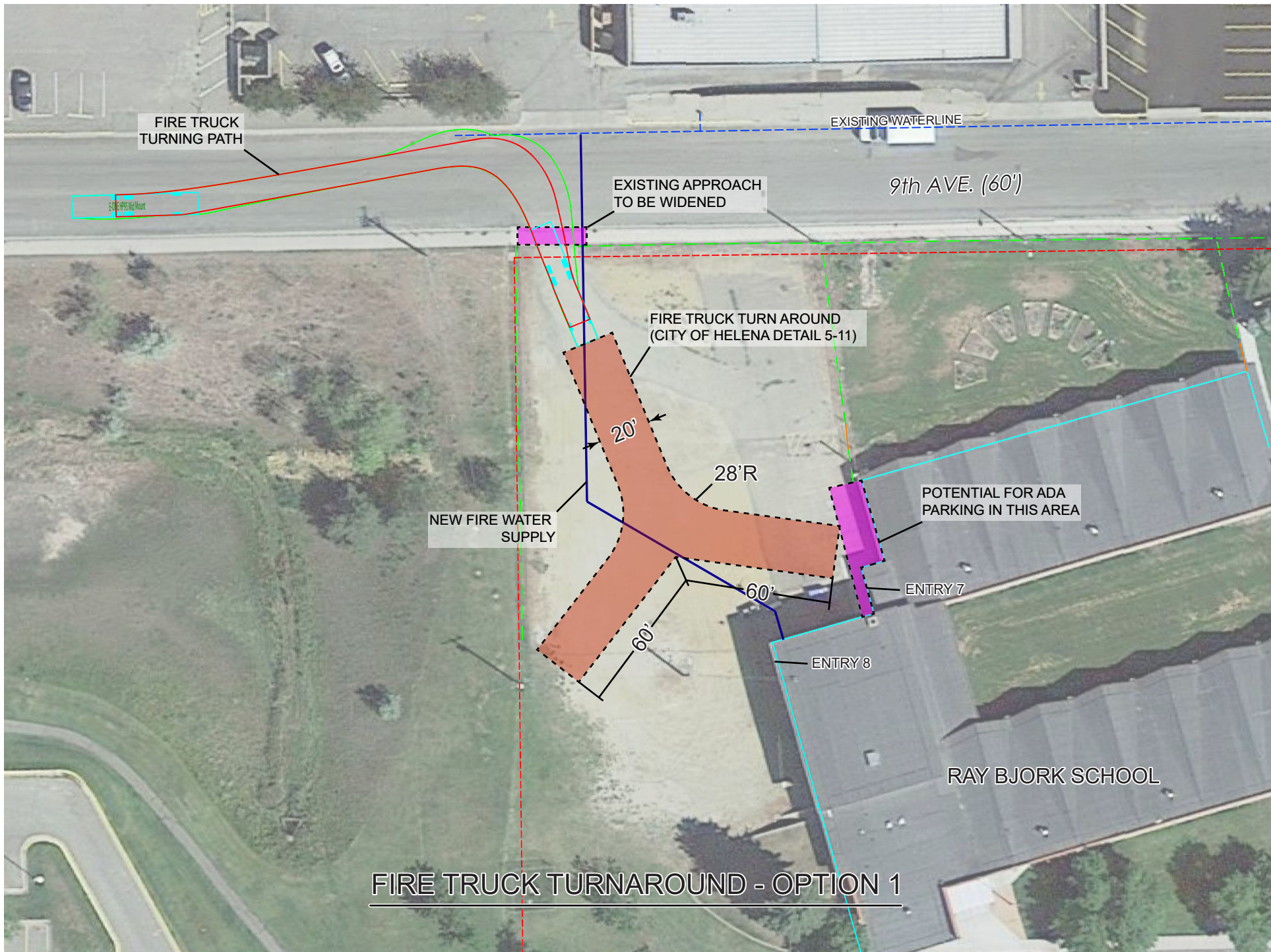
Ultimately, the three options presented show that it will be possible to meet the City of Helena's standards for fire truck turnarounds. With any option, some areas will need to be kept clear at all times. This can be accomplished through the marking and/or signing of fire lanes. Impacts to parking will need to be weighted by the owner and lessees of the property.

ADA Parking

An area exists near Entry 7 at which ADA accessible parking may be possible without the need for reconstruction. The initial assessment of the survey data collected by RPA shows that some areas may be very close to the allowable slopes. Further on-site investigations will need to be conducted to ensure that these slopes are within the prescribed standards if ADA parking is required. None of the fire truck turn around options would impact the area in which ADA parking may be an option.

Attachments

- Fire Truck Turnaround Options 1 thru 3



FIRE TRUCK TURNING PATH

EXISTING WATERLINE

EXISTING WATERLINE

9th AVE. (60')

EXISTING APPROACH TO BE WIDENED

FIRE TRUCK TURN AROUND (CITY OF HELENA DETAIL 5-11)

20'

28'R

NEW FIRE WATER SUPPLY

POTENTIAL FOR ADA PARKING IN THIS AREA

ENTRY 7

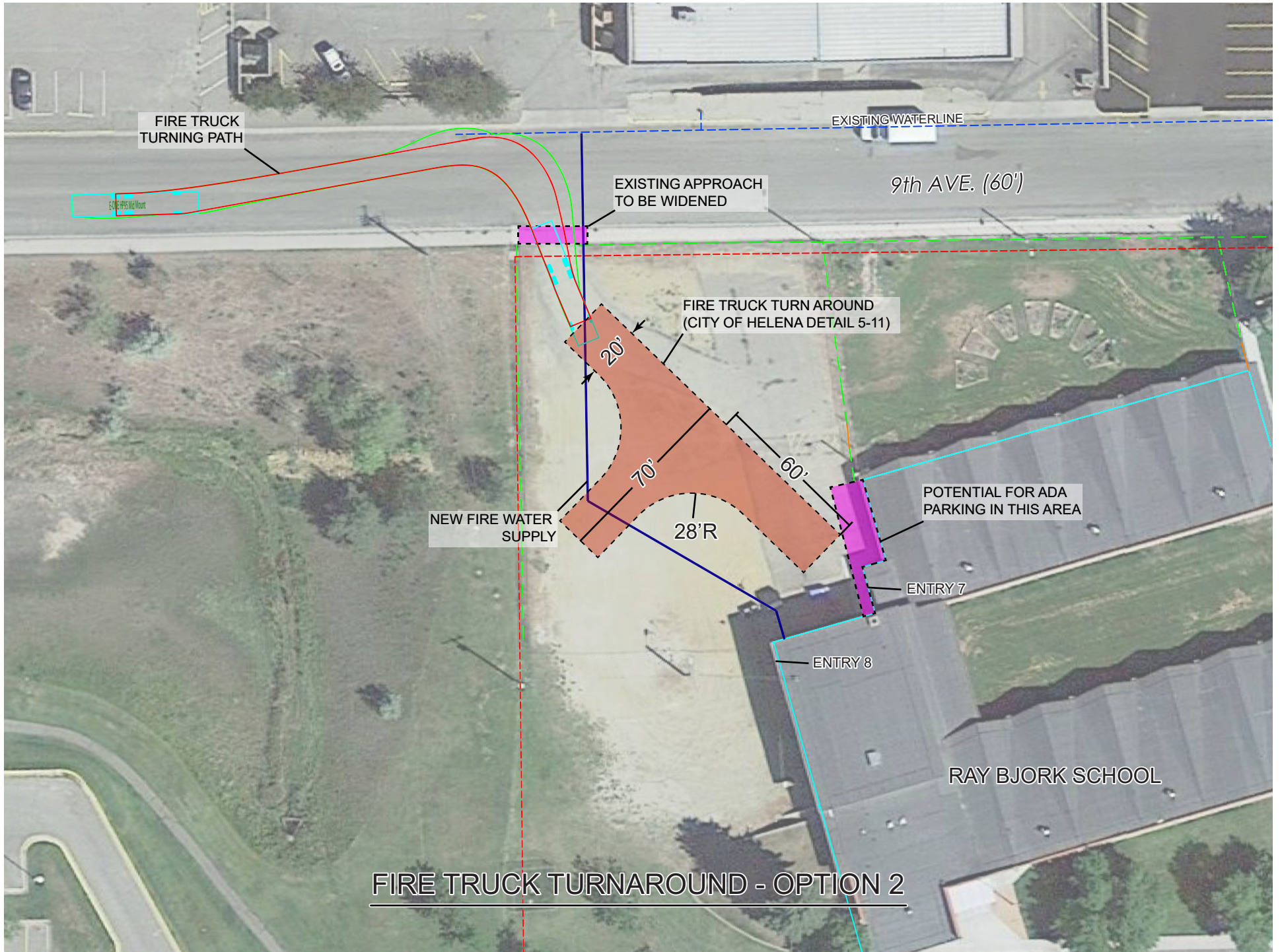
ENTRY 8

60'

60'

RAY BJORK SCHOOL

FIRE TRUCK TURNAROUND - OPTION 1



FIRE TRUCK TURNING PATH

EXISTING WATERLINE

EXISTING WATERLINE

9th AVE. (60')

EXISTING APPROACH TO BE WIDENED

FIRE TRUCK TURN AROUND (CITY OF HELENA DETAIL 5-11)

20'

70'

60'

28'R

NEW FIRE WATER SUPPLY

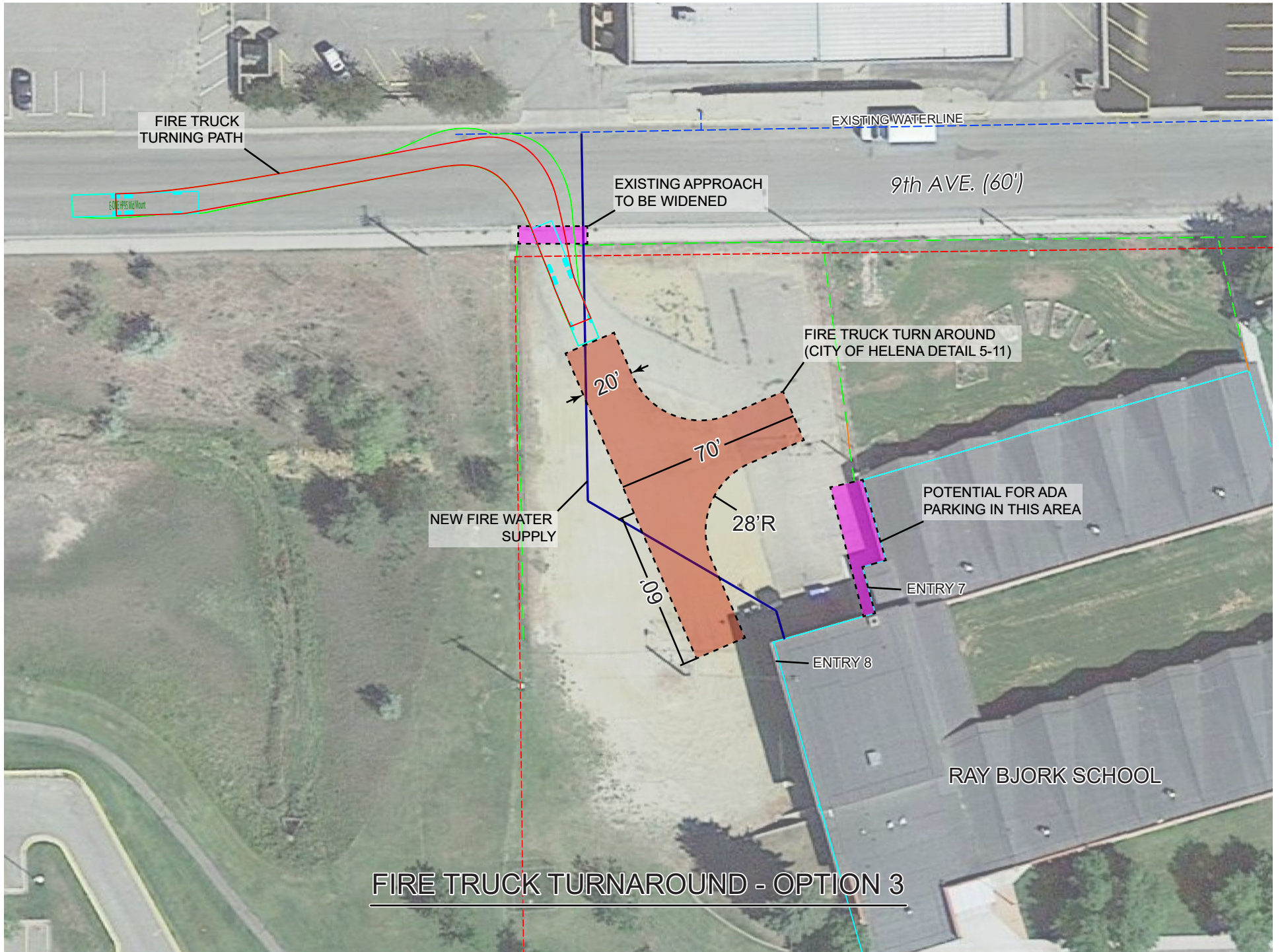
POTENTIAL FOR ADA PARKING IN THIS AREA

ENTRY 7

ENTRY 8

RAY BJORK SCHOOL

FIRE TRUCK TURNAROUND - OPTION 2



FIRE TRUCK TURNING PATH

EXISTING WATERLINE

EXISTING WATERLINE

EXISTING APPROACH TO BE WIDENED

9th AVE. (60')

FIRE TRUCK TURN AROUND (CITY OF HELENA DETAIL 5-11)

20'

70'

28'R

NEW FIRE WATER SUPPLY

POTENTIAL FOR ADA PARKING IN THIS AREA

ENTRY 7

ENTRY 8

RAY BJORK SCHOOL

FIRE TRUCK TURNAROUND - OPTION 3

Board of Trustees Meeting

Call for Annual Election



VI. NEW BUSINESS

- B. Item for Action
 - 2. Call for Annual Election
 - a. Elementary Trustee Resolution Calling for the Annual Regular Election
 - b. High School Trustee Resolution Calling for the Annual Regular Election
-

Background:

The annual regular school election is held on the first Tuesday after the first Monday in May, which is May 7th this year. Pursuant to 20-20-201, MCA, trustees must call for the election by resolution no later than 70 days before election day. Helena Public Schools entered into an agreement with the Lewis and Clark County Elections Office to conduct school elections for the district. The annual regular school election will be by mail ballot. The drop off location for ballots is at the Lewis and Clark County Elections Office located in the City-County Building. Voters will elect two trustees who reside within the elementary district boundaries to serve a three-year term and one trustee who resides within the elementary district boundaries to serve a one-year term. General fund mill levy approval for the elementary is also being requested at this time.

The District will also be requesting an increase in the technology mill levy for both the elementary and the high school districts for the purpose of purchasing, renting, repairing and maintaining technological equipment, including computers and computer network access, cloud computing services for technology infrastructure, platforms, software, network, storage, security, data, database, test environment curriculum, or desktop virtualization purposes, including any subscription or any license-based or pay-per-use service that is accessed over the internet or other remote network to meet the district's information technology and other needs, and the associated technical training for school district personnel. If approved, the increased levies will be for a term of 10 years and will take effect July 1, 2024, and expire June 30, 2034.

In addition to the initiatives mentioned above, the District will be requesting a school and student safety and security building reserve fund levy for the purpose of planning for improvements to and maintenance of school and student safety; programs to support school and student safety and security; installing or updating security-related facility improvements; and installing or updating response systems using contemporary technologies.

If it is later determined that any portion of the election is not required, that portion will be cancelled.

Considerations:

- Neither the ability to run a general fund mill levy nor the amount of the levy will be known until after the spring enrollment count is finalized and the issuance of preliminary budget data sheets. However, due to the statutory requirement to call for the election no later than 70 days before the election, the recommendation is to include the general fund mill levy request in the resolution. If the Board later determines that the mill levy cannot be requested or is not desired, that portion of the election can be cancelled. Based on fall enrollment counts, the District could run an elementary levy for approximately \$143,293. Fall enrollment counts indicate that a high school levy cannot be requested.

- The exact dollar amount of the technology fund and school and student safety and security building reserve fund levies has yet to be decided and therefore, the estimated tax impact cannot be calculated at this time.
- If the number of candidates filing a nomination petition or filing a declaration of intent to be a write-in candidate is equal to or less than the number of open trustee positions, the trustee election can be cancelled, and trustees may be seated by acclamation.
- The county elections office has requested that the exact language, including amounts, for any and all levies be transmitted to their office by March 29th so they may begin to prepare the ballot layout in the week leading up to the April 5th ballot certification deadline. Any portion of the election may still be cancelled up until the April 5th deadline.
- The cost of running an election can range (depending on the number of ballots and number voters) is approximately \$60,000-\$85,500.

Superintendent recommendation:

Approve the attached resolution calling for the annual regular election.

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.2a

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

- Item Title: Item For Action**
- 2. Call for Annual Election
 - a. Elementary Trustee Resolution Calling for the Annual Regular Election

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

TRUSTEE RESOLUTION CALLING FOR THE ANNUAL REGULAR ELECTION

BE IT RESOLVED, the Board of Trustees for Helena Elementary School District No. 1, Lewis and Clark County, State of Montana, will hold the Annual Regular School Election by mail ballot on Tuesday, the 7th day of May, 2024, which date is not less than seventy (70) days after the passage of this resolution.

Voting will end at 8:00 p.m. on Election Day. The designated place of deposit will be located at:

The Lewis and Clark County Elections Office, City-County Building, 316 North Park Ave., Room 168, Helena, MT 59623, during regular business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m., and on Election Day, May 7, 2024, from 7:00 a.m. to 8:00 p.m.

The purpose of the election is to elect 2 (Two) trustees for three-year terms and 1 (one) trustee for a one-year term. Anyone interested in these positions must be qualified to vote and live within the Helena Elementary District boundary.

Approval of additional levies to operate and maintain the general fund for FY 2025 will also be requested.

In addition, the District will request approval of an increase in the annual technology fund levy for a term of 10 years for the purpose of purchasing, renting, repairing and maintaining technological equipment, including computers and computer network access, cloud computing services for technology infrastructure, platforms, software, network, storage, security, data, database, test environment curriculum, or desktop virtualization purposes, including any subscription or any license-based or pay-per-use service that is accessed over the internet or other remote network to meet the district's information technology and other needs, and the associated technical training for school district personnel.

The District will also be requesting approval of a school and student safety and security building reserve fund levy for the purpose of planning for improvements to and maintenance of school and student safety; programs to support school and student safety and security; installing or updating security-related facility improvements; and installing or updating response systems using contemporary technologies.

If it is later determined that any portion of the election is not required, the Board of Trustees authorizes the Lewis and Clark County election administrator, Amy Reeves, to cancel that portion of the election in accordance with [13-1-304](#) and [20-3-313](#), MCA.

Three electors of this district who are qualified to vote at such election are hereby appointed to act as judges at the election as follows:

Election Judge	Address
1. Susan Russell,	530 Coventry Court, Helena, MT 59601
2. Judy Gardner,	1430 Brady St, Helena, MT 59601
3. Nancy Perry,	908 East Broadway St., Helena, MT 59601

BE IT FURTHER RESOLVED, that the clerk of this school district is hereby directed to notify the above named election judges of their appointment and to notify the county election administrator of the date of holding said election, and request the clerk to close regular registration and to prepare and furnish election materials as required by law. If any of these judges should not be able to serve, the election administrator will choose a replacement from certified judges.

TRUSTEE RESOLUTION CALLING FOR THE ANNUAL REGULAR ELECTION

No further proceedings were conducted relating to the election.

Siohban Hathhorn
Print Name of Board Chair

Signature of Board Chair

T. Janelle Mickelson
Print Name of Clerk

Signature of Clerk

DATED this _____ day of _____, 20__.

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.2b

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: **Item For Action**
 2. Call for Annual Election
 b. High School Trustee Resolution Calling for the Annual Regular Election

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

TRUSTEE RESOLUTION CALLING FOR THE ANNUAL REGULAR ELECTION

BE IT RESOLVED, the Board of Trustees for Helena High School District No. 1, Lewis and Clark County, State of Montana, will hold the Annual Regular School Election by mail ballot on Tuesday, the 7th day of May, 2024, which date is not less than seventy (70) days after the passage of this resolution.

Voting will end at 8:00 p.m. on Election Day. The designated place of deposit will be located at:

The Lewis and Clark County Elections Office, City-County Building, 316 North Park Ave., Room 168, Helena, MT 59623, during regular business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m., and on Election Day, May 7, 2024, from 7:00 a.m. to 8:00 p.m.

The purpose of the election is to request approval of an increase in the annual technology fund levy for a term of 10 years for the purpose of purchasing, renting, repairing and maintaining technological equipment, including computers and computer network access, cloud computing services for technology infrastructure, platforms, software, network, storage, security, data, database, test environment curriculum, or desktop virtualization purposes, including any subscription or any license-based or pay-per-use service that is accessed over the internet or other remote network to meet the district’s information technology and other needs, and the associated technical training for school district personnel.

The District will also be requesting approval of a school and student safety and security building reserve fund levy for the purpose of planning for improvements to and maintenance of school and student safety; programs to support school and student safety and security; installing or updating security-related facility improvements; and installing or updating response systems using contemporary technologies.

If it is later determined that any portion of the election is not required, the Board of Trustees authorizes the Lewis and Clark County election administrator, Amy Reeves, to cancel that portion of the election in accordance with [13-1-304](#) and [20-3-313](#), MCA.

Three electors of this district who are qualified to vote at such election are hereby appointed to act as judges at the election as follows:

- | Election Judge | Address |
|-------------------|---|
| 1. Susan Russell, | 530 Coventry Court, Helena, MT 59601 |
| 2. Judy Gardner, | 1430 Brady St, Helena, MT 59601 |
| 3. Nancy Perry, | 908 East Broadway St., Helena, MT 59601 |

BE IT FURTHER RESOLVED, that the clerk of this school district is hereby directed to notify the above named election judges of their appointment and to notify the county election administrator of the date of holding said election, and request the clerk to close regular registration and to prepare and furnish election materials as required by law. If any of these judges should not be able to serve, the election administrator will choose a replacement from certified judges.

No further proceedings were conducted relating to the election.

Siobhan Hathhorn
Print Name of Board Chair

Signature of Board Chair

T. Janelle Mickelson

TRUSTEE RESOLUTION CALLING FOR THE ANNUAL REGULAR ELECTION

Print Name of Clerk

Signature of Clerk

DATED this _____ day of _____, 20__.

**Policy Background
Board of Trustees Meeting
January 9, 2024**

The following policies are being presented for Action:

2100 Recognition of Native American Cultural Heritage

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.

2103 Religion and Religious Activities

Revisions are made to this policy to recognize the holding of the U.S. Supreme Court’s decision in *Kennedy v. Bremerton School District*, 142 S.Ct. 2407 (2022). That was the case regarding the football coach praying after games. The Court’s decision to permit such prayer was largely based on the school district’s practice of allowing coaches after games to engage in personal activities despite the fact that they were still on duty, such as checking cell phones and talking to family. Revisions are also made to reflect House Bill 745 which clarified that students may choose to read the Bible or other religious materials during free reading time or if a course/classroom permits a student to self-select materials. Legal references were updated to reflect these laws.

4015 Conduct on School Property

Revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property.

4030 Cooperative Programs with Other Districts and Public Agencies

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.”

5020 Tobacco Products, Marijuana, Drug and Alcohol- Free Workplace

Revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property.

7060 District Safety

Revised to reflect Senate Bill 213 and the requirement that safety/emergency plans be reviewed annually as well as incorporate threat assessment practices to include the adoption of protocols to be used for student threats towards others or property and identification of the threat assessment team as well as a requirement that the team meet at least monthly.

The following policies are being presented for Information:

3010 School Admissions: Entrance, Placement and Transfer

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.

NOTE 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.

5000 Equal Employment Opportunity and Nondiscrimination

Revised to incorporate a cross reference to Policy 5015 - Bullying/Harassment/Intimidation Prevention Reporting which addresses retaliation.

5040 Personnel Records

Legal references were updated to reflect the transfer of evaluation language from an existing rule to a new rule in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules.

5065 Evaluation of Non-Administrative Staff

General update to align with updated model language. Revised to reflect a new rule adopted in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules regarding the evaluation of certified employees.

6020 District Organization: Building Administrators & Districts Administrators

Legal references were updated to reflect the transfer of evaluation language from an existing rule to a new rule in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules. Updated language regarding access to the evaluation tool.

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.3

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Action
3. Policy 2100 Recognition of Native American Cultural Heritage

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

2
3 **STUDENT INSTRUCTION**

4
5 Recognition of Native American Cultural Heritage

6
7 The District recognizes the distinct and unique cultural heritage of Native Americans and is committed
8 in the District’s educational goals to the preservation of such heritage.

9
10 In furtherance of the District’s educational goals, the District is committed to:

- 11
- 12 • Working cooperatively with Montana Tribes in close proximity to the District, when providing
13 instruction, when implementing educational goals or adopting rules relating to education of
14 students in the District;
- 15
- 16 • Periodically reviewing its curriculum to ensure the inclusion of cultural heritage of Native
17 Americans, which will include but not necessarily be limited to:
 - 18
 - 19 • Considering methods by which to provide books and materials reflecting authentic
20 historical and contemporary portrayals of Native Americans;
 - 21
 - 22 • Taking into account individual and cultural diversity and differences among students;
 - 23
- 24 • Providing necessary training for school personnel, with the objective of gaining an understanding
25 and awareness of Native American culture, which will assist the District’s staff in its relations
26 with Native American students and parents.

27
28 The Board requires certified staff to satisfy the requirements for instruction in American Indian studies
29 when required by Montana law.

30
31

32 Legal Reference:	Art. X, Sec. 1(2), Montana Constitution
	§§ 20-1-501, et seq., MCA Indian Education for All (revised by House Bill
	338)
	10.55.603 ARM Curriculum 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, 7th and 8th
	Grade Program, or Middle School
	10.55.904 ARM Basic Education Program Offerings: High School

42
43 Policy History:

44 Adopted on: 3.9.2004

45 Reviewed on:

46 Revised on:

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.4

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Action
4. Policy 2103 Religion and Religious Activities

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

2
3 **STUDENT INSTRUCTION**

4
5 Recognition of Religious Beliefs and Customs

6
7 ~~The District's curriculum may include the study of religions as ancillary to studies of human~~
8 ~~history and development and of various national, cultural, and ethnic groups. The study of~~
9 ~~religions shall give neither preferential nor derogatory treatment to any single religious belief or~~
10 ~~to religion in general. The study of religions shall be treated as an academic subject with no~~
11 ~~emphasis on the advancement or practice of religion.~~

12
13 Religion and Religious Activities

14
15 In keeping with the United States and Montana Constitutions and judicial decisions, the District
16 may not support any religion or endorse religious activity. At the same time, the District may
17 not prohibit private religious expression by students.

18
19 Student Prayer and Discussion

20
21 Students may pray individually or in groups and may discuss their religious views with other
22 students, as long as they are not disruptive or coercive. The right to engage in voluntary prayer
23 does not include the right to have a captive audience listen or to harass other students. Students
24 may pray silently in the classroom, except when they are expected to be involved in classroom
25 instruction or activities.

26
27 Staff Members

28
29 Staff members may not encourage, discourage, persuade, dissuade, sponsor, participate in, or
30 discriminate against a religious activity or an activity because of its religious content while in the
31 course of performing official duties of that staff member's position(s) with the District.

32
33 Assemblies, Extracurricular and Athletic Events

34
35 District officials may not invite or permit members of the clergy, staff members, or outsiders to
36 give prayers at school-sponsored assemblies and extracurricular or athletic events. District
37 officials also may not organize or agree to student requests for prayer at assemblies and other
38 school-sponsored events. Furthermore, prayer may not be broadcast over the school public
39 address system, even if the prayer is nonsectarian, non-proselytizing, and initiated by students.

40
41 Student Religious Expression and Assignments

42
43 Students may express their individual religious beliefs in reports, tests, homework, and projects.
44 Staff members should judge their work by ordinary academic standards, including substance,
45 relevance, appearance, composition, and grammar. Student religious expression should neither

46 be favored nor penalized. A student may read the Bible or other religious material during free
47 reading time or when self-selected and consistent with a classroom or course requirements.

48 Graduation Ceremonies

49
50
51 In order to assure the appropriateness and dignity of the occasion, the District sponsors and pays
52 for graduation ceremonies and retains ultimate control over their structure and content.

53
54 District officials may not invite or permit members of the clergy to give prayers at graduation.
55 Furthermore, District officials may not organize or agree to requests for prayer by other persons
56 at graduation, including requests from students. The District may not prefer the beliefs of some
57 students over the beliefs of others, coerce dissenters or nonbelievers, or communicate any
58 endorsement of religion.

59
60 ~~Students and their families may organize baccalaureate services, at which attendance must be~~
61 ~~entirely voluntary. Organizers of baccalaureate services may rent and have access to school~~
62 ~~facilities on the same basis as other private groups and may not receive preferential treatment.~~
63 ~~The District may not be identified as sponsoring or endorsing baccalaureate services. District~~
64 ~~funds, including paid staff time, may not be used directly or indirectly to support or subsidize~~
65 ~~religion.~~

66 Religion in the Curriculum

67
68
69 Staff members may teach students about religion in history, art, music, literature, and other
70 subjects in which religious influence has been and continues to be felt. However, staff members
71 may not teach religion or advocate religious doctrine or practice. The prohibition against
72 teaching religion extends to curricular decisions which promote religion or religious beliefs.

73
74 School programs, performances, and celebrations must serve an educational purpose. The
75 inclusion of religious music, symbols, art, or writings is permitted, if the religious content has a
76 historical or independent educational purpose which contributes to the objectives of the approved
77 curriculum. School programs, performances, and celebrations cannot promote, encourage,
78 discourage, persuade, dissuade, or discriminate against a religion or religious activity and cannot
79 be oriented to religion or a religious holiday.

80 Student Religious Clubs

81
82
83 Students may organize clubs to discuss or promote religion, subject to the same constitutionally
84 acceptable restrictions the District imposes on other student-organized clubs.

85 Distribution of Religious Literature

86
87
88 Students may distribute religious literature to their classmates, subject to the same
89 constitutionally acceptable restrictions the District imposes on distribution of other non-school
90 literature. Outsiders may not distribute religious or other literature to students on school
91 property, consistent with and pursuant to the District policy on solicitations.

92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111

Religious Holidays

Staff members may teach objectively about religious holidays and about religious symbols, music, art, literature, and drama which accompany the holidays. They may celebrate the historical aspects of the holidays but may not observe them as religious events.

Legal Reference: [*Kennedy v. Bremertson Sch. Dist.*, 142 S. Ct. 2407 \(2022\)](#)
[Art. II, Sec. 5, Montana Constitution - Freedom of religion](#)
[§ 20-7-112, MCA Sectarian publications prohibited, religious](#)
[materials allowed, prayer permitted \(*revised*](#)
[*by House Bills 744, 745*\)](#)

Policy History:
Adopted on: 2.12.2013
Reviewed on:
Revised on:

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.5

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Action
5. Policy 4015 Conduct on School Property

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

2
3 SCHOOL/COMMUNITY RELATIONS

4
5 Conduct on School Property

6
7 In addition to prohibitions stated in other District policies, no person on school property shall:

- 8
- 9 • Possess, carry or store a weapon at any time;
- 10 • Injure or threaten to injure another person;
- 11 • Damage another’s property or that of the District;
- 12 • Violate any provision of the criminal law of the state of Montana or town or
- 13 county ordinance;
- 14 • Smoke or otherwise use a tobacco product, vapor product or alternative nicotine
- 15 product or marijuana product (tobacco includes, but is not limited to, cigarettes,
- 16 cigars, snuff, smoking tobacco, smokeless tobacco, or any other tobacco or
- 17 nicotine innovation); (marijuana products include but are not limited to edible
- 18 products, ointments, tinctures, marijuana derivatives, marijuana concentrates, and
- 19 marijuana intended for use by smoking or vaping);
- 20 • Consume, possess, or distribute alcoholic beverages including powdered alcohol
- 21 or any alcohol innovations, illegal drugs, ~~including~~ or medical marijuana, ~~or~~
- 22 ~~possess dangerous weapons at any time;~~
- 23 • Impede, delay, or otherwise interfere with the orderly conduct of the District’s
- 24 educational program or any activity occurring on school property;
- 25 • Use vulgar or obscene language or gestures;
- 26 • Disregard the directives of school officials or security personnel;
- 27 • Enter upon any portion of school premises at any time for purposes other than
- 28 those which are lawful and authorized by the Board; or
- 29 • Violate other District rules and regulations.
- 30

31 “School property” means within school buildings, in vehicles used for school purposes, or on
32 owned or leased school grounds. These regulations are in effect year-round, and during all
33 District extra or co-curricular activities. District administrators will take appropriate action as
34 circumstances warrant, up to and including recommending that the individual violating this
35 policy be denied access to District property. If a recommendation is made to the Board to deny
36 access to District property to an individual, that individual will be notified of date, time and
37 place of the meeting of the Board as well as of the specific allegations to be presented to the
38 Board.

39
Legal References:

[§ 16-11-302, MCA](#)

[§ 20-1-206, MCA](#)

[§ 20-1-220, MCA](#)

[Definitions](#)

[Disturbance of school](#)

[Use of tobacco products in public school building](#) or on

§ 45-8-361, MCA

~~§§ 50-46-301 et seq., MCA~~

20 USC §§ 7101 et seq.

public school property prohibited (revised by HB 128)

Possession of a weapon in a school building

~~Montana Marijuana Act~~

Safe and Drug Free Schools & Communities Act

40

41 Cross References:

42

43 Policy History:

44 Adopted on: 12.9.2014

45 Revised on: 9.10.2019

46 Reviewed on:

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.6

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Action

6. Policy 4030 Cooperative Programs with Other Districts and Public Agencies

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

2 **COMMUNITY RELATIONS**

3 Cooperative Programs with Other Districts and Public Agencies

4 Whenever it appears to the economic, administrative, and/or educational advantage of the
5 District to participate in cooperative programs with other units of local government, the
6 Superintendent will conduct an analysis of each cooperative proposal.

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

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

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

19
20 The District may enter a multidistrict agreement with one or more districts for a district to
21 provide culturally rooted instruction aligned to a learning environment for English language
22 learners or an Indian language immersion program to pupils of a district participating in the
23 multidistrict agreement.

24
25

Legal Reference: [§ 7-11-101, et seq., MCA Interlocal Cooperation Act](#)
 [§ 20-3-363 MCA Multidistrict agreements – fund](#)
 [transfers \(revised HB 214\)](#)
 [§ 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: 11.11.2014
Approved on:

26
27
28

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.7

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Action

7. Policy 5020 Tobacco Products, Marijuana, Drug and Alcohol- Free Workplace

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

3
4 **PERSONNEL**

5
6 Tobacco Product, **Marijuana**, Alcohol and Drug-Free Workplace

7
8 All District workplaces are tobacco product, marijuana, drug and alcohol product free. All
9 employees are prohibited from:

- 10
11 1. Smoking or otherwise using a tobacco product, vapor product, ~~or~~ alternative
12 nicotine product (tobacco includes, but is not limited to; cigarettes, cigars, snuff,
13 smoking tobacco, smokeless tobacco or any other tobacco or nicotine innovation)
14 (marijuana products include but are not limited to edible products, ointments,
15 tinctures, marijuana derivatives, marijuana concentrates, and marijuana intended for
16 for smoking or vaping) while on District premises or while performing work for the
17 District;
18 2. Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under
19 the influence of a controlled substance while on District premises or while
20 performing work for the District; including employees possessing a “medical
21 marijuana” card and
22 3. Distributing, consuming, using, possessing, or being under the influence of alcohol
23 while on District premises or while performing work for the District.
24

25 Nothing herein prohibits an employee from using a smoking cessation product on school property.
26 Upon prior notice and approval by a building administrator, a teacher or other employee may possess
27 a tobacco product, vapor product, or alternative nicotine product in a classroom or otherwise on
28 school property as part of a lecture, demonstration, or educational forum concerning the risks
29 associated with the use of a tobacco product, vapor product, or alternative nicotine product.
30

31 For purposes of this policy, a controlled substance is one that is not legally attainable, being used in a
32 manner other than as prescribed, legally obtainable but has not been legally obtained or referenced in
33 federal or state controlled-substance acts.
34

35 For purposes of this policy, a controlled substance includes medical marijuana.
36

37 As a condition of employment, each employee will:

- 38
39 1. Abide by the terms of the District policy respecting a drug and alcohol free workplace;
40 and
41 2. ~~Any employee must notify~~ Notify his or her ~~their~~ supervisor of ~~his or her~~ their conviction
42 under any criminal drug statute, for a violation occurring on District premises or while
43 performing work for the District, no later than five (5) days after such conviction.
44

45 In order to make employees aware of dangers of drug and alcohol abuse, the District will endeavor
46 to:

- 47
48
49
50
51
52
53
54
55
56
1. Provide each employee with notice of the District drug and alcohol-free workplace policy;
 2. Post notice of the District drug and alcohol-free workplace policy in a place where other information for employees is posted;
 3. Enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs, to provide information to District employees; and
 4. Inform employees of available drug and alcohol counseling, rehabilitation, reentry, and any employee-assistance programs.

57 District Action Upon Violation of Policy

58
59 An employee who violates this policy may be subject to disciplinary action, including termination.
60 Alternatively, the Board may require an employee to successfully complete an appropriate drug- or
61 alcohol-abuse, employee-assistance rehabilitation program. The Board will take disciplinary action
62 with respect to an employee convicted of a drug offense in the workplace, within thirty (30) days of
63 receiving notice of a conviction.

64
65 Should District employees be engaged in the performance of work under a federal contract or grant,
66 or under a state contract or grant, ~~of \$5,000 or more,~~ the Superintendent will notify the appropriate
67 state or federal agency from which the District receives contract or grant moneys of an employee's
68 conviction, within ten (10) days after receiving notice of the conviction

69
70 Legal References: [20 USC 7101](#) [Safe and Drug Free Schools & Community Act](#)
71 [§ 20-1-220, MCA](#) [Use of tobacco products in public school](#)
72 [building or on public school property prohibited](#)
73 [\(revised by House Bill 128\)](#)
74 ~~§ 50-46-101 et al., MCA Montana Medical Marijuana Act repealed~~
75 ~~§ 50-46-205(2)(b), MCA~~ ~~Limitations of Medical Marijuana Act repealed~~
76 [10.57.601a, ARM](#) [Definition of Immoral Conduct](#)

77
78 Cross References:

79
80 Policy History:

81 Adopted on: 8.12.2013

82 Revised on: 9.10.2019

83 Reviewed on:

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.B.8

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: **Item For Action**
8. Policy 7060 District Safety

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Beaver					
Satre					
Hindoien					
Cleatus					
Walsh					
Armstrong					

2 **OPERATIONAL SERVICES**

3 School District Safety

4

5 The Board recognizes that safety and health standards should be incorporated into all aspects of the
6 operation of the District. Rules for safety and prevention of accidents will be posted in compliance
7 with Montana Safety Culture Act and the Montana Occupational Safety and Health Act. Injuries and
8 accidents will be reported to the District office.

9

10 There will be at least eight (8) disaster drills a year. All teachers will discuss disaster drill procedures
11 with their class at the beginning of each year and will have them posted in a conspicuous place next
12 to the exit door. A record will be kept of all fire drills. The drills will be held at different hours of
13 the day or evening to avoid distinction between drills and actual disasters. The Superintendent will
14 develop safety and health standards that comply with the Montana Safety Culture Act.

15

16 *Safety or Emergency Plans*

17

18 The Board shall review the District safety or emergency operations plan at least annually and
19 update the plan as determined necessary by the trustees based on changing circumstances
20 pertaining to school safety. Once the Board has made the annual certification to OPI, it may
21 transfer funds pursuant to Section 20-1-401, MCA to make improvements to school safety and
22 security.

23

24 The school District safety plan or emergency operations plan must include threat assessment
25 practices regarding the following:

26

- 27 1. The adoption of a threat assessment protocol, outlining policies and procedures for
28 implementation when there is notification of a student threat of harm to others or property; and
- 29 2. An identified threat assessment team, composed of key staff, that meets at least monthly and
30 may include behavioral threat assessment addressing students in need of academic and
31 behavioral supports or interventions.

32

33 *School Closure*

34

35 The Superintendent is authorized to close the schools in the event of hazardous weather or other
36 emergencies that threaten the safety of students, staff members, or school property. Specific
37 procedures for school closures may be found in the District’s Safety Plan or Emergency Operations
38 Plan. ~~The Board shall periodically review the District’s Safety Plan or Emergency Operations Plan~~
39 ~~and shall update the plan as necessary based upon changing circumstances regarding school safety.~~

40

41

42

43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66

Hazardous and Infectious Materials

The Superintendent shall take all reasonable measures to protect the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials, including pesticide, and infectious materials. Specific procedures for handling hazardous or infectious materials may be found in the District’s Safety Plan.

Safety Measures

The Superintendent is authorized to adopt reasonable safety measures to protect the health and safety of District personnel, students, and visitors on District premises and during school-related activities. Reasonable safety measures include adoption of cleaning/sanitization plans, use of physical safeguards/barriers, and required use of personal protective equipment (e.g., face masks). Exceptions to any requirements adopted by the Superintendent may be granted as required by law and on a case-by-case basis.

Cross References:

- Legal References: [§20-1-401, MCA](#) [Disaster drills \(revised by Senate Bill 213\)](#)
[§20-1-402, MCA](#) [Number of disaster drills required](#)
~~[§20-1-801, et seq., MCA](#)~~ ~~[Emergency School Closure](#)~~
[§20-9-806, MCA](#) [School Closure by Declaration of Emergency](#)
[§39-71-1501, MCA](#) [Montana Safety Culture Act](#)
[§50-71-111, et. seq., MCA](#) [Montana Occupational Health and Safety Act](#)

Policy History:

Adopted on: 8.22.2013
Revised on: 8.11.2020, 2.14.2023

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.C.1.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Information

1. HPSD Student Mental Health Update-Lona Carter, Student Health



HPSD Student Mental Health Update

Lona Carter, Helena Public Schools



15 months

Collaboration:

MHF Implementation Grant
PureView MOU (CHS & PAL)
Helena Indian Alliance MOU (CRA & HHS)
Carroll College LCSW Intern MOU (HMS)
RBHI Grant/MOU (6th – 12th)
Montana Cares APP Grant/MOU (K-12)
Stronger Together Grant (K-8 MTSS-B)
Myrna Loy Arts for Mental Health Grant (K-12)
PAX Sustainability Grant (K-5)

Developing:

L&C Suicide Prevention MOU
Helena Education Foundation Staff Support

Community Connections & Support:

Safer Communities Montana Leadership Team (SMC)
L&C Suicide Prevention Coalition
High Tiered Communities of Practice (COP)
L&C Behavioral Health Local Advisory Council Meeting (LAC)
L&C Mobile Crisis Response Team Coalition (MCRT)
L&C Opioid Prevention Workgroup
Community that Cares Key Leader
MT School-Based Health Advisory Committee



SAFE & SUPPORTIVE SCHOOLS MODEL



ENGAGEMENT

Relationships

Respect for Diversity

School Participation

ENVIRONMENT

Physical Environment

Instructional Environment

Physical Health

Mental Health

Disciplinary Environment

SAFETY

Emotional Safety

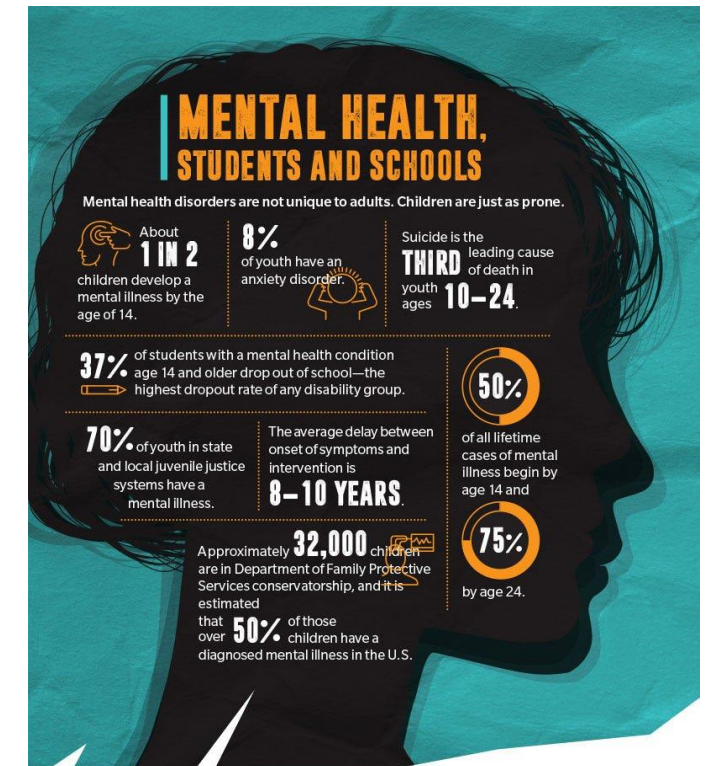
Physical Safety

Bullying/Cyberbullying

Substance Use

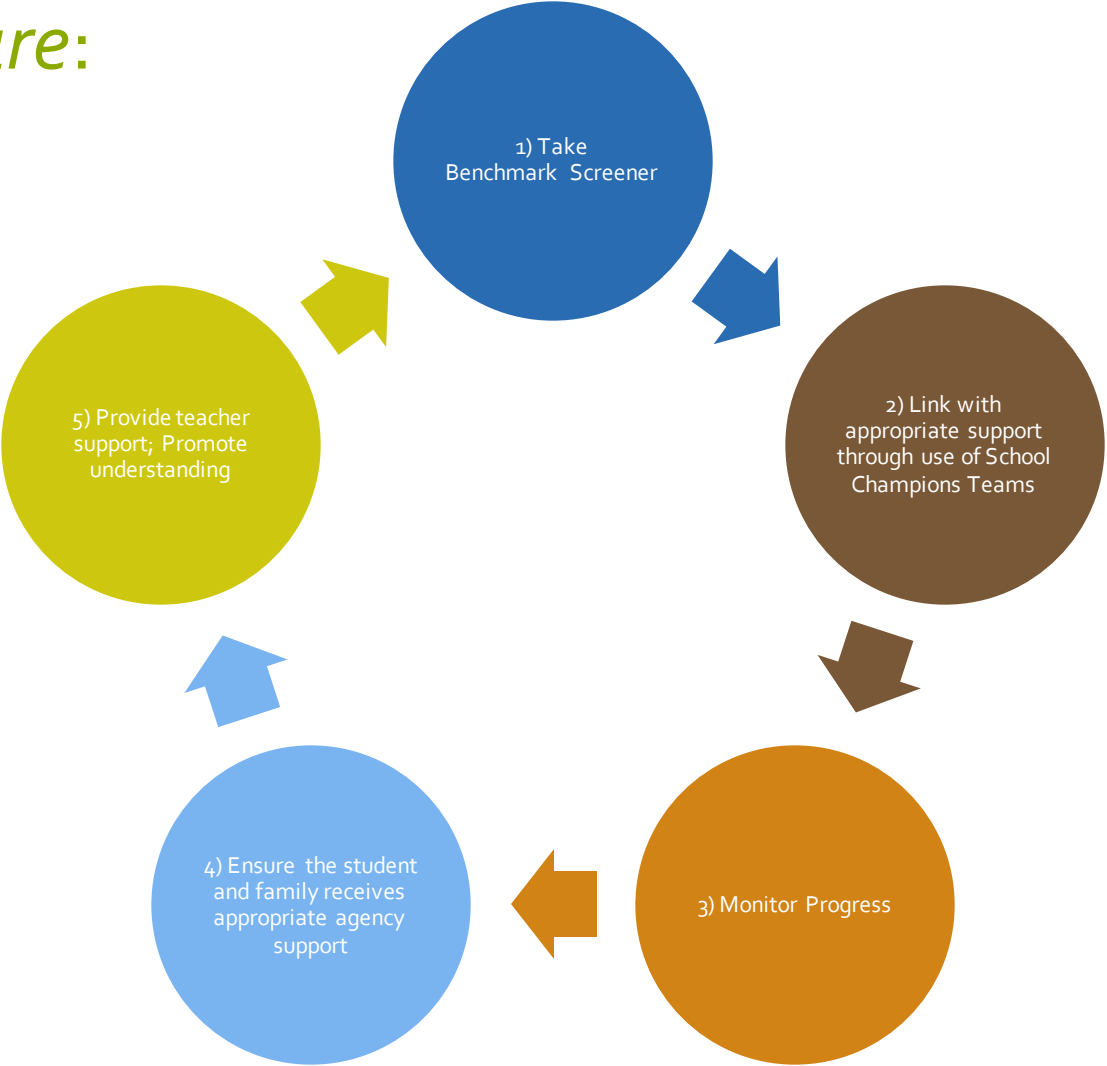
Emergency Readiness/Management

School safety starts with mental health



Spring of 2023, 6-12th graders shifted to the Rural Behavioral Health Initiative (RBHI) Mental Health Screenings *Linked to Care*:

• In the last two years 7100+ students have been screened.
• 289 students have been linked to care!



Middle
Schools
Autumn
2023 RBHI
data

9% of students reported previous or current Suicidality (a drop of 5-9%!)

8% of students report Clinically Significant Depressive Symptoms (a drop of 1-4%)

8% of students report Clinically Significant Anxiety Symptoms (a drop of 1-4%)

High
Schools
Autumn
2023 RBHI
data

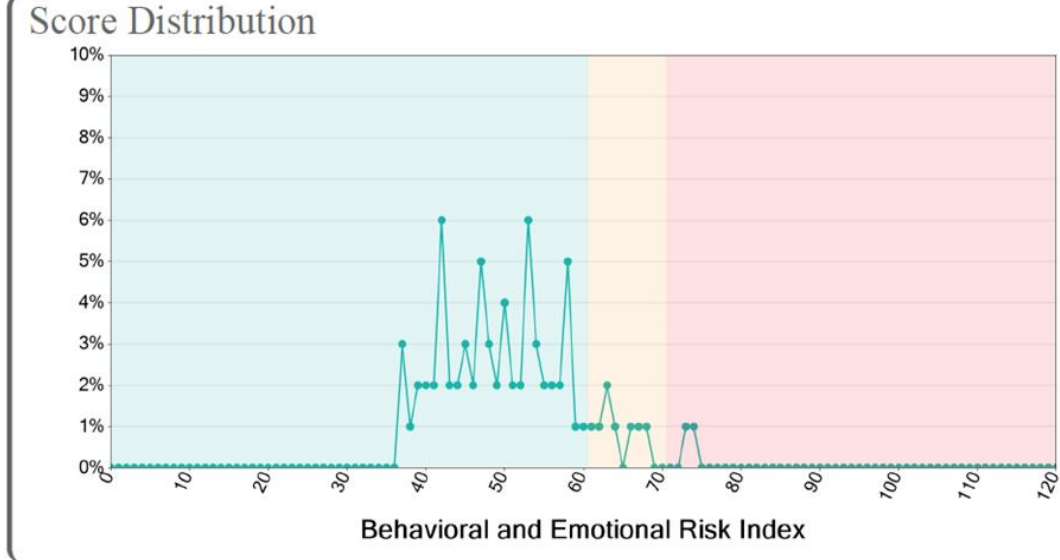
4% of students reported previous or current Suicidality (a drop of 10-14%!)

7% of students report Clinically Significant Depressive Symptoms (a drop of 1-2%)

6% of students report Clinically Significant Anxiety Symptoms (a drop of 1-3%)

Elementary Schools: Autumn 2023 BASC-BESS data

Behavioral and Emotional Risk Index BESS-3 (Student)



**This is one reason the
Safety & Security Levy
is critical!**



A Proactive Approach to the Student Mental Health Crisis

stopitsolutions.com/montanacares



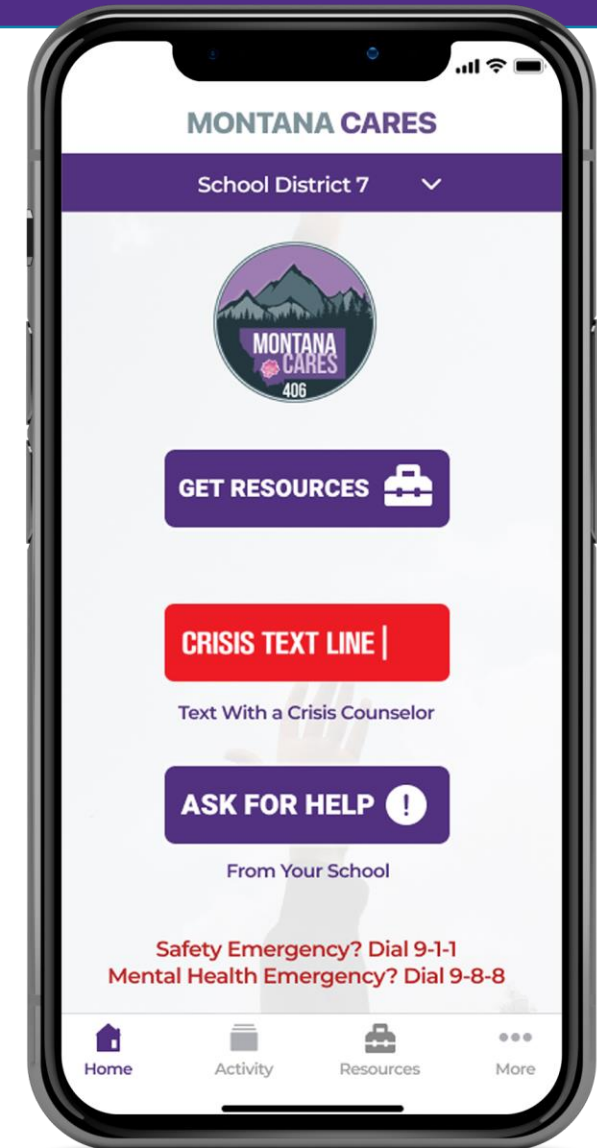


THE PARTNERSHIP



In partnership with Western Montana Professional Learning Collaborate (WMPLC) and STOPit Solutions, the Montana Small Schools Alliance (MSSA) is making available the Montana Cares Help App available for its members.

- **Powered and Delivered by STOPit Solutions**
- **Supported through 24/7/365 Help Center Monitoring Program**
- **Escalates Life-Threatening or Imminent Threats Immediately**
- **Three Year Funding for WMPLC via STOP School Violence Act Grant through June 30, 2025.**

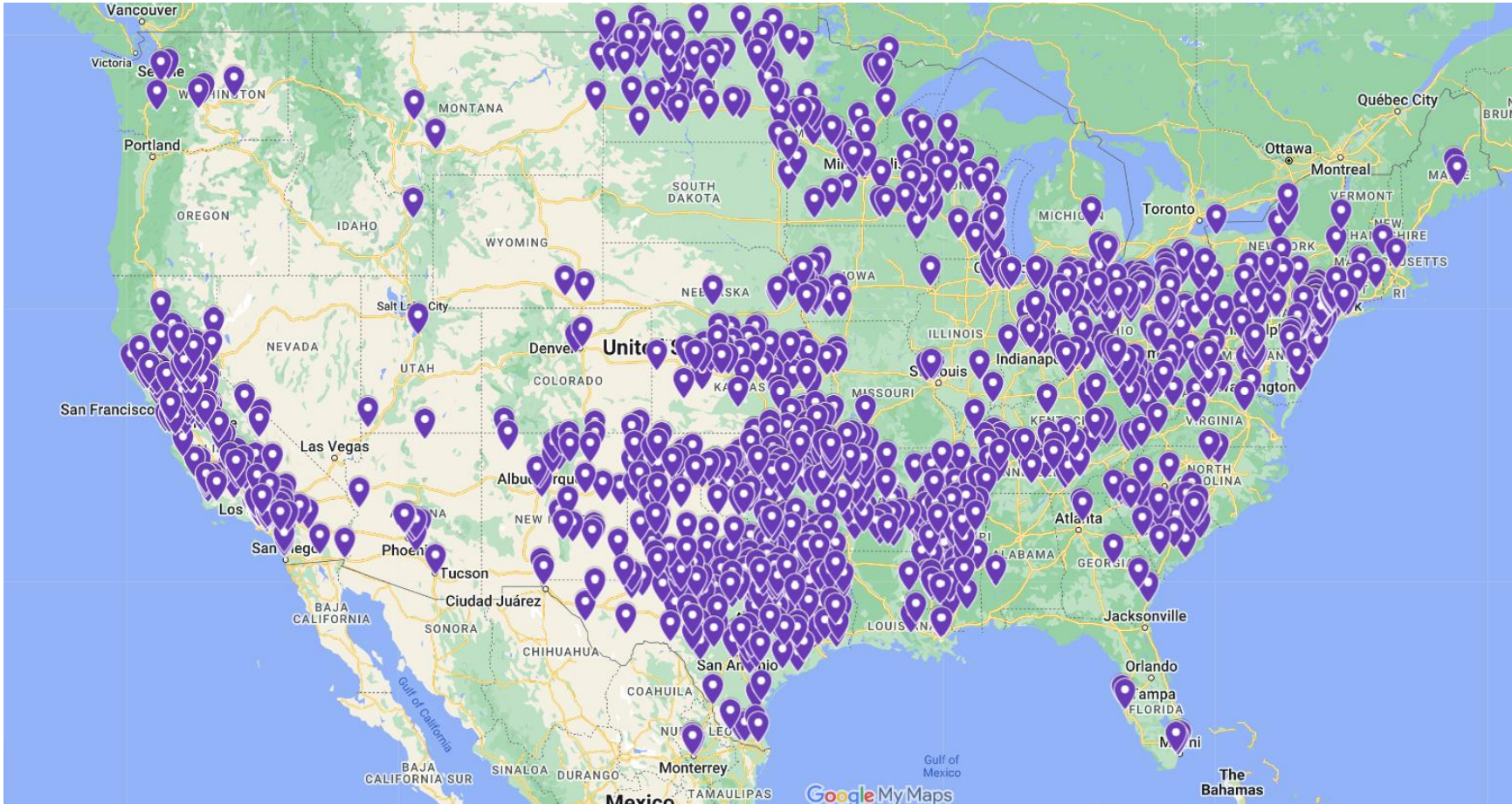




K-12 IMPACT & RESULTS



7,500+ Schools
4.0 Million Students



Incidents Reported
200,000



Messages Exchanged
300,000



Serious Incidents
30,000



Emergency Interventions
1,800



WHY MONTANA CARES?

**With the Montana Cares App,
we normalize asking for help.**

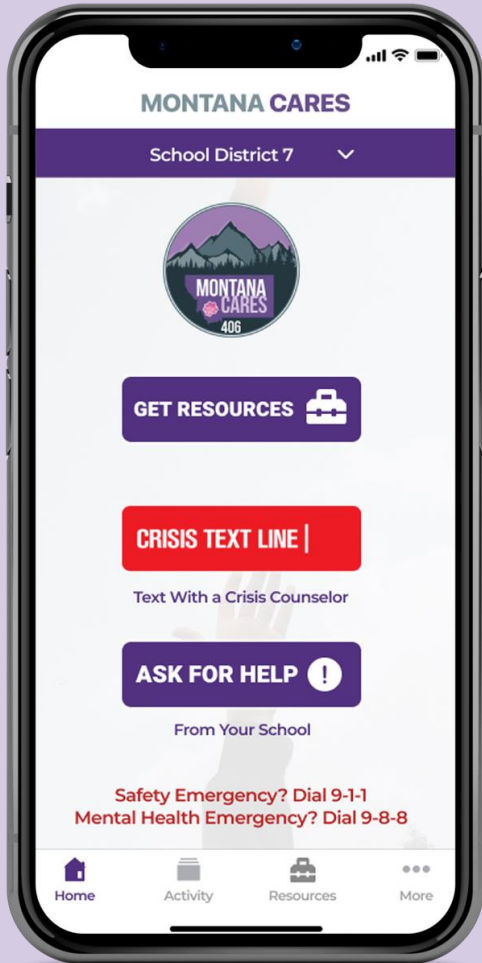
We understand that basic needs are fundamental
to mental health and wellbeing.

We know that suicides are more likely to occur
after midnight

We encourage student connectedness
and a culture of helping others



HOW IT WORKS: STANDARD FEATURES



Three Ways To Access
Mobile
Web
Phone

24/7/365
Always On Crisis Center

Cloud Based
Incident/Inquiry
Management System

Immediate Crisis Support
Crisis Text Line
Integration

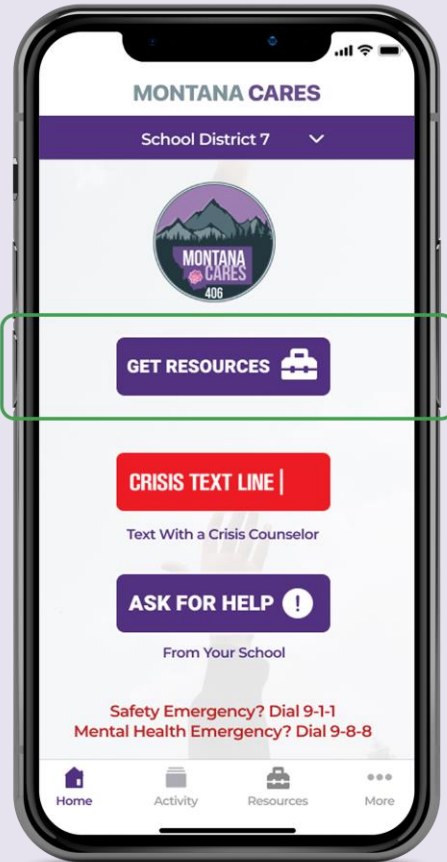
Communication Platform
2-Way Anonymous
Messaging

Resource Repository

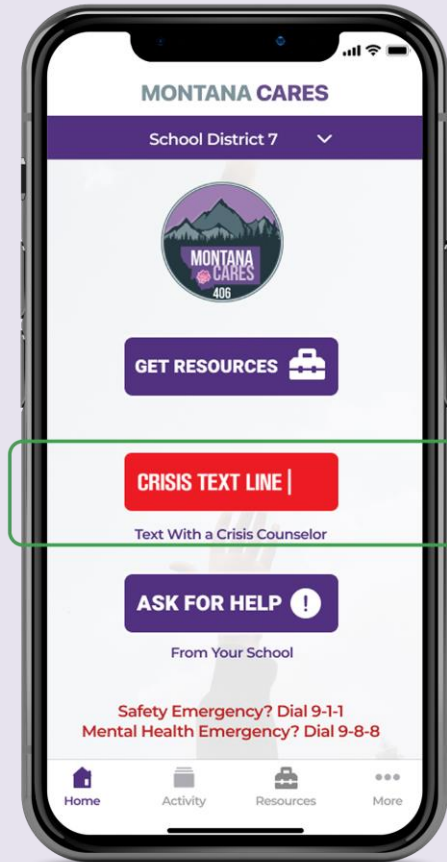
Robust Admin
Reporting



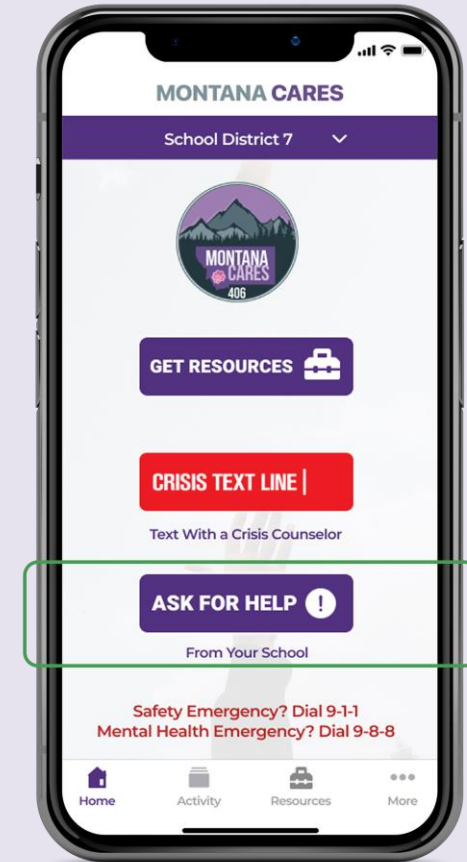
THREE WAYS TO GET HELP



**Connect To
Basic Needs Resources**
We understand that basic needs
are fundamental to
mental health & wellbeing.



**Immediate 24/7
Crisis Support**
We know that suicides are
more likely to occur
after midnight.



**Two-Way Communication
With School**
We encourage student
connectedness and a
culture of helping others.



ONBOARDING/TRAINING

SETUP



**Guided Virtual Setup with
Dedicated Onboarding
Specialist**

Time Needed
30-60 minutes

TRAINING



**Guided Virtual Admin
Training with Dedicated
Account Manager**

Time Needed
30 minutes

LAUNCH



**Admins Deliver Training
Video(s) to All Students
and Staff**

Time Needed
30 minutes



Thank you!

Questions?



**Policy Background
Board of Trustees Meeting
January 9, 2024**

The following policies are being presented for Action:

2100 Recognition of Native American Cultural Heritage

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.

2103 Religion and Religious Activities

Revisions are made to this policy to recognize the holding of the U.S. Supreme Court’s decision in *Kennedy v. Bremerton School District*, 142 S.Ct. 2407 (2022). That was the case regarding the football coach praying after games. The Court’s decision to permit such prayer was largely based on the school district’s practice of allowing coaches after games to engage in personal activities despite the fact that they were still on duty, such as checking cell phones and talking to family. Revisions are also made to reflect House Bill 745 which clarified that students may choose to read the Bible or other religious materials during free reading time or if a course/classroom permits a student to self-select materials. Legal references were updated to reflect these laws.

4015 Conduct on School Property

Revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property.

4030 Cooperative Programs with Other Districts and Public Agencies

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.”

5020 Tobacco Products, Marijuana, Drug and Alcohol- Free Workplace

Revised to reflect House Bill 128 which prohibits the use of marijuana products (as well as tobacco products) on district/school property.

7060 District Safety

Revised to reflect Senate Bill 213 and the requirement that safety/emergency plans be reviewed annually as well as incorporate threat assessment practices to include the adoption of protocols to be used for student threats towards others or property and identification of the threat assessment team as well as a requirement that the team meet at least monthly.

The following policies are being presented for Information:

3010 School Admissions: Entrance, Placement and Transfer

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.

NOTE 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.

5000 Equal Employment Opportunity and Nondiscrimination

Revised to incorporate a cross reference to Policy 5015 - Bullying/Harassment/Intimidation Prevention Reporting which addresses retaliation.

5040 Personnel Records

Legal references were updated to reflect the transfer of evaluation language from an existing rule to a new rule in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules.

5065 Evaluation of Non-Administrative Staff

General update to align with updated model language. Revised to reflect a new rule adopted in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules regarding the evaluation of certified employees.

6020 District Organization: Building Administrators & Districts Administrators

Legal references were updated to reflect the transfer of evaluation language from an existing rule to a new rule in the accreditation standards in Chapter 10.55 of the Montana Administrative Rules. Updated language regarding access to the evaluation tool.

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.C.2.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Information

2. Policy 3010 School Admissions: Entrance, Placement and Transfer

2
3 STUDENTS

4
5 School Admissions: Entrance, Placement and Transfer

6
7 *Age*

8
9 No pupil may be enrolled in the kindergarten or first grade whose 5th birthday does not occur on or
10 before September 10 of the school year in which the child registers to enter school. ~~A parent may~~
11 ~~request a waiver of the age requirement. All waivers are at the discretion of and subject to the~~
12 ~~approval of the Board.~~ No pupil may be enrolled in the District if that pupil has reached his or her
13 19th birthday on or before September 10 of the school year in which the child registers to enter
14 school. A waiver of the age limitation may be requested where there are exceptional circumstances
15 and must be reviewed and approved by the Board in an executive session. The Trustees may also
16 admit an individual who has graduated from high school but is not yet 19 years of age even though
17 no special circumstances exist for waiver of the age provision or a student who is not yet 19 years of
18 age and experienced educational disruption and was awarded a diploma as a result and seeks access
19 to reasonable curriculum designed to advance postsecondary success.

20
21 The trustees shall assign and admit a student who is enrolled in a nonpublic or home school and who
22 meets the age and residency requirements on a part-time basis at the request of the student’s parents
23 or guardian.

24
25 *Enrolling Students Under the age of 5 Before September 10 for Exceptional Circumstances*

26
27 It is the policy of the District to provide enhanced educational opportunities to students under the age
28 of 5 when individual exceptional circumstances exist.

29
30 The administration shall ensure admission, enrollment, and assignment of all qualifying children
31 referenced in this policy. The administration shall place children enrolled pursuant to this policy in
32 either a half-time or full-time program as part of the elementary school program. The administration
33 shall review the criteria set forth in this policy and make the determination whether an individual
34 student or class of students meets the criteria for exceptional circumstances.

35
36 The administration shall present the information to the Board for approval. In presenting the
37 information to the Board, the administration shall remove all identifying information in order to
38 protect the privacy rights of the student under state and federal law. The Board shall make the final
39 decision on the enrollment of students under the District’s exceptional circumstances policy.

40
41 The administration shall include children enrolled pursuant to this policy in the District’s calculation
42 of average number belonging (ANB) as reported to OPI to the extent allowed by law.

43
44 The Board of Trustees declares the following to be qualifying “exceptional circumstances” within
45 the meaning of that term as used in 20-5-101(3) and “special permission” within the meaning of that

46 term as used in 20-7-117 MCA, that merit waiving the age provisions of 20-7-117 MCA for
47 qualifying children under 5 years of age
48

- 49 1 A child at least 3 years of age with a disability qualifying the child for services under the
50 federal Individuals with Disabilities Education Act.
- 51 2 A child who is 4 years of age or older on or before September 10 of the school year in which
52 enrollment is to occur who meets one or more of the following:
 - 53 a. Meets the income eligibility guidelines for free or reduced priced meals under the
54 National School Lunch Program;
 - 55 b. Is Limited English Proficient within the meaning of Title III of the federal
56 Elementary and Secondary Education Act;
 - 57 c. Is Gifted and Talented within the meaning of that term as used in 20-7-901 MCA;
 - 58 d. Is an enrolled member of a federally recognized American Indian Tribe;
 - 59 e. Is homeless as defined in 42 U.S. Code § 11302, or as determined by the
60 administration, exhibits other characteristics or lives in circumstances that are
61 uncommon, unusual, atypical, rare or otherwise distinguished from ordinary or
62 typical which place the child at risk of failing to achieve at adequate levels,
 - 63 f. Is an at-risk student as defined in Section 20-1-101(4). MCA;
 - 64 g. Child's status as a member of a military family with prior enrollment.

65
66 The administration is authorized to enroll students in a manner consistent with this policy and to
67 develop procedures to implement this policy.
68

69 *Entrance – Identity and Immunization* 70

71 Students enrolling in the District for the first time must present a birth certificate or other reliable
72 proof of identity and age within 40 days, as well as proof of residence. Students must also provide
73 additional student records including original immunization records within 30 days. If the parent of
74 the student does not provide proof of identification within 40 days, the District shall notify the
75 Missing Children Information Program and a local law enforcement authority of the fact that no
76 proof of identity has been presented for the child.
77

78 Students who are homeless, in foster care, or are the child of a military family are entitled to
79 immediate enrollment regardless of presentation of the required documentation. Nonresident
80 students shall be admitted when required by law or as permitted by District policy.
81

82 A student who transfers from one school district to another may photocopy immunization records in
83 the possession of the school of origin. The District shall accept the photocopy as evidence of
84 immunization. When a student enrolls in the Helena School District the school the student left must
85 send the original immunization records within thirty (30) days after the student has transferred out.
86

87 Parents who choose not to immunize their child based on religious tenets must annually submit to
88 the District a signed ~~affidavit on the form~~ [religious exemption statement](#) prescribed by the State of
89 Montana. The form must be presented to the District prior to the child's first day of attendance. The
90 statement must be maintained as part of the student's immunization records. The District will also
91 accept medical exemptions as required by law.

92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138

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. 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.

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.

- Cross References: [Policy 1085](#) [Uniform Grievance Policy](#)
- [Policy 2090](#) [Credit Transfer, Assessment for Placement Policy](#)
- [Policy 3020](#) [Education of Homeless Youth](#)
- [Policy 3023](#) [Education of Children in Foster Care](#)
- [Policy 3155](#) [Part-time Attendance](#)

- Legal References: [§ 1-1-215, MCA](#) [Residence -- rules for determining.](#)
- [§ 20-5-101, MCA](#) [Admittance of child to school **\(revised by House Bill 946\)**](#)
- [§ 20-5-403, MCA](#) [Immunization requirements](#)
- [§ 20-5-404, MCA](#) [Conditional attendance](#)
- [§ 20-5-405, MCA](#) [Medical or religious exemption](#)

139 [§ 20-5-406, MCA](#) [Immunization record](#)
140 [§ 20-5-502, MCA](#) [Enrollment by caretaker relative -- residency --](#)
141 [affidavit](#)
142 [§ 20-7-117, MCA](#) [Kindergarten and preschool programs](#)
143 [§ 44-2-511, MCA](#) [School enrollment procedures for missing children](#)
144 [10.55.701, ARM](#) [Board of Trustees](#)
145 [10.55.906, ARM](#) [High School Credit](#)
146 [10.16.3122., ARM](#) [Local Education Agency Responsibility for](#)
147 [Students with Disabilities](#)
148 [Individual with Disabilities Act Federal Rehabilitation Act 1973](#)
149 [National School Lunch Act \(Public Law396, 79th congress, chapter 281,](#)
150 [2nd session\)](#)
151 [Title III, ESEA \(English Language Acquisition, Language Enhancement](#)
152 [and Academic Achievement Act](#)
153 [McKinney-Vento Homeless Assistance Act of 1987 \(Pub. L. 100-77, July](#)
154 [22, 1987, 101 Stat. 482, U.S.C. §11301 et seq\)](#)
155 **[House Bill 352](#)** **[Targeted Interventions to Support 3rd Grade](#)**
156 **[Reading Proficiency](#)**
157
158

159 Policy History:

160 Adopted on: 2.12.2013
161 Revised on: 10.8.2013, 12.10.2019, 10.11.2022, 6.13.2023
162

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.C.3.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: **Item For Information**

3. Policy 5000 Equal Employment Opportunity and Non-Discrimination

2
3 PERSONNEL

4
5 Equal Employment Opportunity and Non-Discrimination

6
7 As required by federal law, including but not limited to the Civil Rights Act of 1964, Title IX,
8 and Section 504 and the Americans with Disabilities Act and their regulations The District will
9 provide equal employment opportunities and will not discriminate in its educational programs or
10 activities, including in the area of employment, with respect to all persons, regardless of their
11 race, color, religion, creed, national origin, sex, age, gender, sexual orientation, gender identity
12 and expression, ancestry, marital status, military status, citizenship status, culture, social origin
13 or condition, use of lawful products while not at work, political affiliation or a mental, physical
14 or sensory handicap, or by any other distinguishing characteristic if otherwise able to perform
15 essential functions of a job with reasonable accommodations, and other legally protected
16 categories

17
18 The District shall not retaliate against any employee for complaining about not receiving equal
19 employment opportunities or other unlawful discriminatory practices, participating in a
20 proceeding regarding the denial of equal employment opportunities, or otherwise opposing
21 discrimination.

22
23 The District will make reasonable accommodation for an individual with a disability known to
24 the District, if the individual is otherwise qualified for the position, unless the accommodation
25 would impose undue hardship on the District. Covid-19 vaccine status will not be used as a basis
26 to deny or allow equal opportunity to employment.

27
28 Persons who believe they have not received equal employment opportunities or have been
29 retaliated against should report their claims to the building principal or department supervisor.
30 Inquiries regarding sex discrimination or sexual harassment may also be directed to the District’s
31 Title IX Coordinator, the Assistant Secretary for the U.S. Department of Education, or both.
32 Claims of sexual harassment will be handled through the District’s Title IX Sexual Harassment
33 Grievance Procedures. Claims of disability discrimination will be handled through the District’s
34 Section 504 and ADA Grievance Procedure. All other claims will be handled through the
35 Uniform Complaint Procedure.

36
37 No employee or applicant will be discriminated against because he or she initiated a complaint,
38 was a witness, supplied information or otherwise participated in an investigation or proceeding
39 involving an alleged violation of this policy or State or federal laws. The District reserves the
40 right to take action against any individual who knowingly makes false accusations or knowingly
41 provides false information.

42
43 Retaliation against an employee who has filed a discrimination complaint, testified or
44 participated in any manner in a discrimination investigation or proceeding is prohibited.

45
46 Cross References: [Policy 5015](#) [Bullying/Harassment/Intimidation Prevention Reporting](#)

47 [Policy 1085 Uniform Complaint Procedure](#)
48 Title IX Sexual Harassment Grievance Procedure
49 Section 504 and ADA Grievance Procedure
50

51 Legal References: [29 U.S.C. §§ 621, et seq. Age Discrimination in Employment Act](#)
52 [42 U.S.C. §§ 12111, et seq. Americans with Disabilities Act, Title I](#)
53 [29 U.S.C. § 206\(d\) Equal Pay Act](#)
54 [8 U.S.C. §§ 1324\(a\), et seq. Immigration Reform and Control Act](#)
55 [29 U.S.C. §§ 791, et seq. Rehabilitation Act of 1973](#)
56 [20 U.S.C. §§ 1681, et seq.; Title IX of the Education Amendments](#)
57 [34 C.F.R. Part 106 Nondiscrimination on the Basis of Sex in Education](#)
58 [Montana Constitution, Art. X, § 1 - Educational goals and duties](#)
59 [§ 49-2-101, et seq. MCA Human Rights Act](#)
60 [§ 49-2-301, MCA Retaliation Prohibited](#)
61 [§ 49-1-102, MCA Freedom from discrimination](#)
62 [§ 49-2-303, MCA Discrimination in employment](#)
63 [§ 49-3-201, MCA et seq Governmental Code of Fair Practices](#)
64

65 [§ 49-2-101, et seq., MCA Human Rights Act](#)
66 [§ 49-2-312 Discrimination Based on Vaccine Status or](#)
67 [Immunity Passport Prohibited](#)
68 [§ 50-16-502, MCA Legislative findings \(Cited by House Bill 702\)](#)
69 *Bostock v. Clayton County*, 140 S. Ct. 1731
70 (2020)

71 Policy History:
72 Adopted on: 8.13.2013
73 Revised on: 11.10.2020, 11.9.2021
74
75
76

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.C.4.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: **Item For Information**
4. Policy 5040 Personnel Records

2
3 PERSONNEL

4
5 Personnel Records

6
7 The District maintains a complete, confidential personnel record for every current and former
8 employee. The employees’ personnel records will be maintained in the District’s
9 administrative office, under the direct supervision of the Human Resource Office.

10
11 Employees will be given access to their personnel records, in accordance with guidelines
12 developed by the Superintendent.

13
14 In addition to the Human Resource Office or other designees, counsel retained by the Board
15 will also have access to a cumulative personnel file. Personnel files shall be maintained for
16 minimum 10 years after the employee’s separation from employment.

17
18 No material derogatory to an employee’s conduct, service, character, or personality shall be
19 placed in the file, unless the employee has had the opportunity to read the material. The
20 employee shall be entitled to respond to the material and to have that response placed in the
21 file, if requested in a reasonable period of time, not to exceed 60 days.

22
23 The District shall release information regarding the professional qualifications and degrees of
24 teachers and the qualifications of paraprofessionals to parents upon request for any teacher or
25 paraprofessional who is employed by a school receiving Title I funds and provides
26 instruction to their child at that school.

27
28 The District may release public information regarding the professional qualifications,
29 degrees, and experience of teachers and the qualifications of paraprofessionals to parents
30 upon request.

31
32 The Superintendent shall develop procedures regarding the content, maintenance and
33 access to personnel records maintained by the District.

- 34
35 Legal References: ~~Public Law 114-95-Every Student Succeeds Act~~
36 ~~29 USC 201, et seq-Fair Labor Standards Act~~
37 ~~§ 2-6-101, et al MCA Public Records Generally~~
38 ~~24.9.805, ARM Employment Records~~
39 ~~§ 2-6-1001, MCA Definitions~~
40 [10.55.701\(45\), ARM Board of Trustees](#)
41 [ARM 10.55.724 Evaluation](#)
42 [§ 20-1-212, MCA Destruction of Records by School](#)
43 [Officer](#)

44 Cross References:

45
46 Policy History:

47 Adopted on: 10.8.2013
48 Revised on: 2.14.2023
49 Reviewed on:
50

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.C.5.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Information

5. Policy 5065 Evaluation of Non-Administrative Staff

2
3 **PERSONNEL**

4
5 Evaluation of Non-Administrative Staff

6
7 Each non-administrative staff member’s job performance will be evaluated by the staff member’s
8 direct supervisor. ~~Certified staff members may be evaluated according to the terms stated in the~~
9 ~~current collective bargaining agreement if applicable.~~ Employees in a position covered by a
10 collective bargaining agreement will be evaluated based on the terms of the applicable
11 agreement.

12
13 The evaluation process ~~includes scheduled annual evaluations using forms applicable to the job~~
14 ~~classification and description, and day to day appraisals.~~ shall identify what skill sets are to be
15 evaluated, include both summative and formative elements, and include an assessment of the
16 non-administrative staff member’s effectiveness in supporting every student in meeting rigorous
17 learning goals through the performance of the educator’s duties. ~~Certified staff members may be~~
18 ~~evaluated according to the terms stated in the current collective bargaining agreement.~~

19
20 For employees covered by a negotiated agreement, there may be additional considerations or
21 conditions defined in that document. In such situations, those aspects will be used to guide the
22 evaluation process. Where a specific conflict exists between those agreements and this policy,
23 the requirements of the negotiated agreement shall prevail.

24
25 Employees shall be evaluated on a regular basis. Classified employees shall be provided
26 performance feedback at least once each year. The Superintendent shall designate who shall
27 perform the evaluations of each employee; normally they will be done by the employee’s
28 supervisor. The Superintendent will develop an evaluation instrument for each position within
29 the District.

30
31 The supervisor will provide a copy of the completed evaluation to the staff member and will
32 provide opportunity to discuss the evaluation. The original should be signed by the staff member
33 and filed in the staff member’s personnel file. If the staff member refuses to sign the evaluation,
34 the supervisor should note the refusal and submit the evaluation to the Superintendent.

- 35
36 Legal References: § 20-3-324, MCA — Powers and duties
37 § 20-4-402, MCA — Duties of district superintendent
38 10.55.701, ARM — Board of Trustees
39 [10.55.601, ARM](#) [Accreditation Standards: Procedures](#)
40 [10.55.724, ARM](#) [Evaluation](#)

41
42 Cross References:

43
44 Policy History:

45 Adopted on: 4.8.2014

46 Revised on:

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 01/09/2024

Item VI.C.6.

Recognitions

Superintendent's Report

General Public Comment

Consent Action Items

Items For Action

Items For Information

Item Title: Item For Information

6. Policy 6020 District Organization: Building Administrators & District Administrators

2
3 SCHOOL ADMINISTRATION

4
5 District Organization: Building Administrators & Districts Administrators

6
7 Building administrators are the chief administrators of their assigned schools. The primary
8 responsibility of building administrators is the development and improvement of instruction. A
9 majority of the administrator’s time shall be spent on curriculum and staff development through
10 formal and informal activities, establishing clear lines of communication regarding school goals,
11 accomplishments, practices, and policies with parents and teachers. Building administrators are
12 responsible for management of their staff, maintenance of the facility and equipment, administration
13 of the educational program, supervision of the students attending the school, management of the
14 school's budget, communication between the school and the community, and reporting criminal
15 offenses. Building administrators will be evaluated on their instructional leadership abilities and
16 their abilities to maintain positive education and learning environments.

17
18 *Evaluation*

19
20 The Assistant Superintendent shall evaluate each building administrator at least annually. Building
21 administrators have a right to access the evaluation instrument. Evaluations shall be based on the
22 job description, accomplishment of annual goals and performance objectives, and established
23 evaluative criteria. The building administrator shall sign a copy of the evaluation document and
24 shall be given a copy of the document for his or her records. The building administrator shall also
25 have the right to attach a written statement to the evaluation within 15 business days following the
26 conference.

27
28 District Organization: District Administrators

29 As authorized by the Superintendent, administrators shall have full responsibility for the day-to-
30 day administration of the area to which they are assigned. Administrative personnel are
31 governed by the policies of the District and are responsible for implementing the administrative
32 procedures that relate to their assigned responsibilities.

33 Each Administrator’s duties shall include but not be limited to:

- 34 1. planning for the improvement of the program for which he or she is responsible;
35 2. evaluating that program regularly;
36 3. recommending to the Superintendent budgetary, program, staff and other changes that
37 will enhance the program;
38 4. advising the Superintendent of the impact of proposed policies or other administrative
39 action on the program for which the administrator is responsible;
40 5. evaluating the performance of staff as assigned;
41 6. assisting his or her subordinates to improve performance;
42 7. promoting effective working relationships with students, staff and patrons of the District;
43 and

44 8. maintaining a progressive community/staff relations program within his or her building
45 or assigned area.

46 *Evaluation*

47 The Superintendent shall establish procedures for the conduct of evaluations of administrative
48 personnel. Each school year, the Superintendent shall inform each administrator of the criteria to
49 be used for evaluation purposes, including the adopted goals of the District. Evaluation criteria
50 shall include but not be limited to performance statements which address leadership;
51 administration and management; school finances; professional development; professional
52 interaction with students, staff and community; District building programs; and staff supervision.
53 District administrators have a right to access to evaluation instrument.

54 Each administrator shall be evaluated annually so as to provide guidance and direction to the
55 administrator in terms of job performance. The evaluation shall be based on his or her job
56 description, accomplishment of annual goals and performance objectives, and established
57 evaluative criteria.

58 Administrative personnel subject to the supervision and evaluation process shall sign a copy of
59 her or her evaluation document and be provided a copy for his or her records. The administrator
60 shall have the right to attach a written statement to the evaluation within fifteen (15) business
61 days following the evaluation conference.

62 Cross References:

63 Legal References: ~~MCA § 20-4-403 Powers and duties of principal~~
64 ~~ARM 10.55.701 Board of Trustees~~
65 ~~ARM 10.55.705 Administrative Personnel: Assignment of School~~
66 ~~Administrators / Principals~~

67 [10.55.724, ARM Evaluation](#)

68
69 Policy History:

70 Adopted on: 3.10.2015

71 Revised on: