



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 Work Session

Tuesday, November 26th, 2024

C.R. Anderson Middle School

1200 Knight St., Helena, MT 59601

& Via TEAMS

4:00 p.m. Business & TEAMS Portion
of the Meeting

Members of the public can attend in person or remotely by clicking the link below:

[Join the meeting now](#)

AGENDA

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE

II. REVIEW OF AGENDA

III. 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.

IV. PRESENTATION

Principal Kathleen Prody, C.R. Anderson Middle School

V. NEW BUSINESS

A. Consent Action Items

1. Personnel Actions
2. 10.22.24 Board Work Session Meeting Minutes
3. Consider Approval of MTSUIP Multi-District Participation Agreement
4. Approval of FY 2024-25 Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)

B. Items For Action

1. Policy 3015: Attendance and Truancy
2. Policy 3020: Education of Homeless Youth
3. Policy 3023: Education of Children in Foster Care

VI. BOARD COMMENTS

VII. ADJOURNMENT

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item I.

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: Call to Order/Pledge of Allegiance

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item II.

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: Review of Agenda

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item III.

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: General Public Comment

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item IV.

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: Presentation
Principal Kathleen Prody, C.R. Anderson Middle School

Action Plan Goals

MTSS

Professional development in Tier I and II strategies will increase school wide fidelity leading to a 15% decrease in office referrals.

Math

62 % of students in grade 7 will demonstrate annual typical growth as measured by the iReady winter/spring Benchmark Assessment.

Reading

60% of all students will demonstrate annual typical growth as measured by the iReady winter/spring benchmark assessment.

Family Engagement

Family engagement will increase by 25% for student awards assemblies as measured by visitor count. Family engagement includes parent teacher conferences, open house, field trip chaperones, ski trips, and parent council.

SEL Goal

100% of students will articulate what it means to be a Cooperative, Respectful, Achiever in the school setting.



CUB Life

Sports

Girls' Volleyball
Cross Country
Wrestling
Girls' Basketball
Boys' Basketball
Track

Clubs

Chess- 6 & 8
MineCraft
Code Girls-All grades
Dungeons and Dragons-8th
Mann Gulch- 8th
Ping Pong - 8th
Star Based Advanced-6th
Taent Search-All grades
VOT- All grades
Weight Lifting-All Grades

Academic Support

ASK- After School Kids
Academic Assistance
IEFA
CAPS
Study Skills

Student Council

School Dances
Staff appreciation
Spirit weeks
Leadership

WEB Leaders

Leadership
Mentoring
Hospitality

CR Anderson Middle School



2024-2025

Home of the CUBS

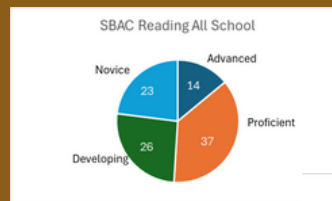
Our mission is to provide a positive environment where staff, parents, and the community work together to prepare students to be lifelong learners and contributing members of society.

CRA Demographics

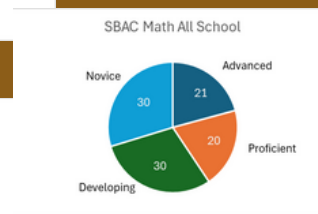
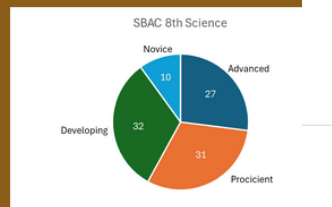
Gifted & Talented	Grade 6 -18 Grade 7 - 13 Grade 8 - 29
IEFA	Grade 6 - 11 Grade 7 - 10 Grade 8 - 8
Free & Reduced (28%)	Free- 248 Reduces-25
McKinney Vento 24	Grade 6 - 9 Grade 7 - 8 Grade 8 - 7
Food Share	55 per Week
Paraeducators	6
Custodians	6
Food service	4
Secretaries	4
Administration	2.5
Librarians	2
Counselors	3
School Psyc	1
Speech Path	1
Transitions Teacher	.5

CRA Demographics

Grade (FTE)	Enrollment-969
6 (15.15)	308
7 (15.33)	307
8 (17.17)	354
Special Ed (FTE 6) 15%	Total 148 6ht-51 7th-47 8th-43 Speech IEP 7
504 Total 64 7%	Grade 6-23 Grade 7-19 Grade 8-22

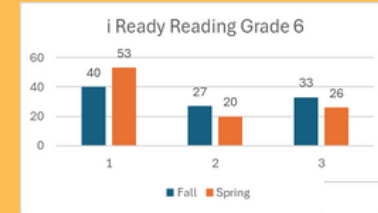


SBAC 2023-24

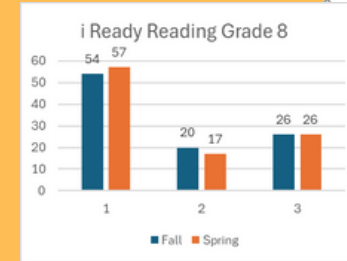
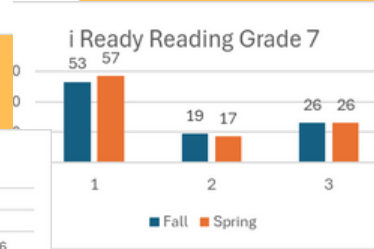


Assessment

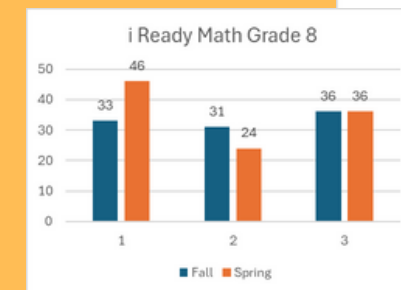
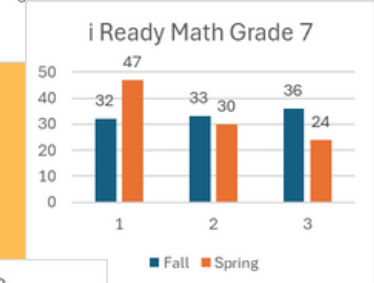
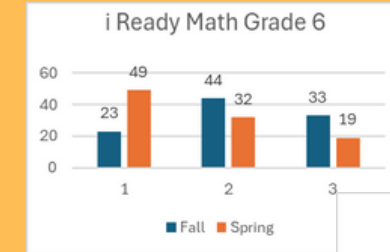
Reading iReady



1 Proficient
2 Developing
3 Novice



Math iReady



1 Proficient
2 Developing
3 Novice

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item V.A.1-A.4

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: Consent Action Items

1. Personnel Actions
2. 10.22.24 Board Work Session Meeting Minutes
3. Consider Approval of MTSUIP Multi-District Participation Agreement
4. Approval of FY 2024-25 Out-Of-District Attendance Agreements (Non Resident Students Attending HPS)

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

PERSONNEL ACTIONS

November 12, 2024 – November 26, 2024

CERTIFIED PERSONNEL

Appointments

<u>Location/Assignment</u>	<u>Name</u>	<u>Offered Salary</u>	<u>Accepted Salary</u>	<u>Start Date</u>
-----------------------------------	--------------------	------------------------------	-------------------------------	--------------------------

Terminations/Retirements

<u>Location/Assignment</u>	<u>Name</u>	<u>Reason</u>	<u>Effective</u>
-----------------------------------	--------------------	----------------------	-------------------------

Leaves

<u>Location/Assignment</u>	<u>Name</u>	<u>Term</u>	<u>Type of Leave</u>
Four Georgians/Kindergarten	McCarl Warwick, Alyssa	11/18/2024 - 6/10/2025	LOAWOP

CLASSIFIED PERSONNEL

Appointments

<u>Location/Assignment</u>	<u>Name</u>	<u>Offered Salary</u>	<u>Accepted Salary</u>	<u>Start Date</u>
CHS/Evening Custodian	Andrews, Vincent	\$16.90/hr.	\$16.90/hr.	11/18/2024
Facilities/Centralized Maintenance	Axtmann, Ashton	\$18.57/hr.	\$18.57/hr.	11/20/2024
HMS/Evening Custodian	Kent, Jared	\$16.90/hr.	\$16.90/hr.	11/25/2024
CRA/Float Custodian	Sibley, Robert	\$16.90/hr.	\$16.90/hr.	11/18/2024
Central/Day Custodian	Smith, Zachary	\$16.89/hr.	\$16.89/hr.	11/04/2024
HMS/Para Educator	Wilson, Charlie	\$14.80/hr.	\$14.80/hr.	11/18/2024

Terminations/Retirements

<u>Location/Assignment</u>	<u>Name</u>	<u>Reason</u>	<u>Effective</u>
Four Georgians/Para Educator	Carella, Sargina	Separation	11/12/2024
CRA/Para Educator	Havens, Jeffrey	Resignation	11/22/2024
Facilities/Administrative Secretary	Ott, Katie	Resignation	12/27/2024
HMS/Evening Custodian	Rawls, Jerry	Resignation	11/20/2024
Smith/Para Educator	Smith, Tiffanie	Resignation	11/26/2024

SUPPLEMENTARY CONTRACT ASSIGNMENT

Sam	Bogard	Lead Wrestling Coach - Middle School	\$ 638.00	HMS	21-Oct-24	5-Dec-24
Jarrod	Murgel	Wrestling Coach - Middle School	\$ 555.00	HMS	21-Oct-24	5-Dec-24
Kyle	Nay	Lead Wrestling Coach - Middle School	\$ 638.00	CRA	21-Oct-24	5-Dec-24
Noah	Kovick	Wrestling Coach - Middle School	\$ 555.00	CRA	21-Oct-24	5-Dec-24
Lisa	Solomon	Basketball Coach 6th Grade Girls	\$ 594.00	HMS	21-Oct-24	5-Dec-24
Lisa	Solomon	Basketball Coach 6th Grade Girls	\$ 594.00	HMS	21-Oct-24	5-Dec-24
Connor	Shanahan	Basketball Coach 6th Grade Girls	\$ 594.00	HMS	21-Oct-24	5-Dec-24
Mikayla	Curtis	Basketball Coach 7th Grade Girls	\$ 594.00	HMS	21-Oct-24	5-Dec-24
Michaela	Pattison	Basketball Coach 7th Grade Girls	\$ 594.00	HMS	21-Oct-24	5-Dec-24
Michaela	Pattison	Basketball Coach 7th Grade Girls	\$ 594.00	HMS	21-Oct-24	5-Dec-24
Richard (Dick)	Fuzesy	Lead Basketball Coach 6th Grade Girls	\$ 641.00	CRA	21-Oct-24	5-Dec-24
Leah	Manning	Basketball Coach 6th Grade Girls (split contract)	\$ 297.00	CRA	21-Oct-24	5-Dec-24
Jensen	Keller	Basketball Coach 6th Grade Girls (split contract)	\$ 297.00	CRA	21-Oct-24	5-Dec-24
Bryana	Curry	Basketball Coach 6th Grade Girls	\$ 594.00	CRA	21-Oct-24	5-Dec-24
James	Sheridan	Basketball Coach 6th Grade Girls	\$ 594.00	CRA	21-Oct-24	5-Dec-24
James	Sheridan	Lead Basketball Coach 7th Grade Girls	\$ 641.00	CRA	21-Oct-24	5-Dec-24
Jaymee	Sheridan	Basketball Coach 7th Grade Girls	\$ 594.00	CRA	21-Oct-24	5-Dec-24
Bryana	Curry	Basketball Coach 7th Grade Girls	\$ 594.00	CRA	21-Oct-24	5-Dec-24
Richard (Dick)	Fuzesy	Basketball Coach 7th Grade Girls	\$ 594.00	CRA	21-Oct-24	5-Dec-24
Lisa	Sommers	Swim-Asst Combined	\$ 2,276.30	Helena/Capital	21-Nov-24	15-Mar-25

Julia	Shannon	Swim-Head Combined	\$ 4,611.20	Helena/Capital	21-Nov-24	15-Mar-25
Edgar	Lary	Swim - Asst Combined	\$ 2,210.00	Helena/Capital	21-Nov-24	15-Mar-25
Mason	Yochum	Basketball-Frosh Boys	\$ 2,909.00	Capital High	21-Nov-24	15-Mar-25
Alexius	Lovell	Basketball-Frosh Girls	\$ 2,938.09	Capital High	21-Nov-24	15-Mar-25
Shelby	VanHemeltryck	Basketball-JV Girls	\$ 3,864.00	Capital High	21-Nov-24	15-Mar-25
Casey	Lyndes	Basketball-Soph Girls	\$ 3,700.56	Capital High	21-Nov-24	15-Mar-25
Guy	Almquist	Basketball-Head Boys Coach	\$ 6,778.80	Capital High	21-Nov-24	15-Mar-25
Mathew	Reyant	Basketball-Head Girls Coach	\$ 5,918.00	Capital High	21-Nov-24	15-Mar-25
Ryan	Grovom	Basketball-JV Boys	\$ 3,900.80	Capital High	21-Nov-24	15-Mar-25
Kathie	Roos	Basketball-Soph Boys	\$ 3,845.68	Capital High	21-Nov-24	15-Mar-25
Ryan	Swenson	Basketball Coordinator Boys & Girls	\$ 4,320.00	Capital High	21-Nov-24	15-Mar-25
Clifford	McKay	Wrestling/Head Girls Coach & Coordinator	\$ 3,796.36	Capital High	21-Nov-24	15-Mar-25
Kirk	Devore	Wrestling-Asst Coach	\$ 3,831.84	Capital High	21-Nov-24	15-Mar-25
Kyle	Nay	Wrestling-Asst Coach	\$ 3,973.76	Capital High	21-Nov-24	15-Mar-25
Noah	Kovick	Wrestling- Asst Coach	\$ 1,774.00	Capital High	21-Nov-24	15-Mar-25
Chance	Helmick	Wrestling-Asst Coach	\$ 1,774.00	Capital High	21-Nov-24	15-Mar-25
Richard (Dick)	McMahon	Wrestling-Coordinator	\$ 440.64	Capital High	21-Nov-24	15-Mar-25
Shawn	Graham	Wrestling-Head Boys Coach	\$ 5,228.28	Capital High	21-Nov-24	15-Mar-25
Tarun (Kade)	Kimball	Basketball-Soph Boys	\$ 3,809.40	Helena High	21-Nov-24	15-Mar-25
Jaedon	Lieberg	Basketball-Frosh Girls	\$ 2,909.00	Helena High	21-Nov-24	15-Mar-25
Paul	Apfelbeck	Basketball-Frosh Boys	\$ 2,938.09	Helena High	21-Nov-24	15-Mar-25
Marissa	Russell	Basketball-Soph Girls	\$ 3,628.00	Helena High	21-Nov-24	15-Mar-25
Lance	Wetzel	Basketball-JV Boys	\$ 4,600.00	Helena High	21-Nov-24	15-Mar-25
Amy	Michaud	Basketball-JV Girls	\$ 3,716.80	Helena High	21-Nov-24	15-Mar-25
Brandon	Day	Basketball-Head Boys Coach	\$ 5,971.80	Helena High	21-Nov-24	15-Mar-25
Benjamin	Dudek	Basketball-Head Girls Coach	\$ 5,595.20	Helena High	21-Nov-24	15-Mar-25
Randy	Hussey	BB Girls-Coordinator	\$ 2,100.00	Helena High	21-Nov-24	15-Mar-25
Meghan	Schulte	BB Boys-Coordinator	\$ 2,040.00	Helena High	21-Nov-24	15-Mar-25
Russell	Colvin	Wrestling-Asst Coach	\$ 5,002.68	Helena High	21-Nov-24	15-Mar-25
Jacob	Manibusan	Wrestling-Asst Coach	\$ 3,618.96	Helena High	21-Nov-24	15-Mar-25
Jarrod	Murgel	Wrestling/Head Girls Coach & Coordinator	\$ 3,725.40	Helena High	21-Nov-24	15-Mar-25
Seth	Schroeck	Wrestling-Asst Coach	\$ 3,548.00	Helena High	21-Nov-24	15-Mar-25
Ashten	Broadhead	Wrestling-Coordinator	\$ 420.24	Helena High	21-Nov-24	15-Mar-25
Samuel	Bogard	Wrestling-Head Boys Coach	\$ 5,837.40	Helena High	21-Nov-24	15-Mar-25



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 Work Session

Tuesday, October 22nd, 2024

11:30 a.m. Tour of Rossiter Elementary followed by
Business & TEAMS Portion of the Meeting at 12:00 p.m.

MINUTES

ATTENDEES

<i>Trustees</i>	<i>Others</i>
Siobhan Hathhorn, Board Chair	Rex Weltz, Superintendent
Jennifer Wash, Trustee	Janelle Mickelson, Business Manager
Linda Cleatus, Trustee	Josh McKay, Assistant Superintendent
Rachel Robison, Trustee	Keri Mizell, Human Resources Director
Kay Satre, Trustee	Candice Delvaux, Executive Assistant
Janet Armstrong, Trustee	Jake Atherton, Senior Network Administrator
Charlie Snellman, Student Board Representative	Jane Shawn, HEA President
Jennifer McKee, Board Vice Chair	Wynn Randall, Rossiter Principal
Jeff Hindoien, Trustee	Kathleen Prody, C.R. Anderson Principal
	Karen Ogden, Communications Officer
	Barb Ridgway, Chief of Staff
	Several Guests of the Public
	Several Rossiter Elementary Staff Members

I. **CALL TO ORDER/ PLEDGE OF ALLEGIANCE**

Board Chair Siobhan Hathhorn called the meeting to order at 12:03 p.m. and led the Pledge of Allegiance.

II. **REVIEW OF AGENDA**

Board Chair Siobhan Hathhorn reviewed the agenda with the Board of Trustees and there were no suggested changes.

The Board of Trustees moved on to General Public Comment.

III. GENERAL PUBLIC COMMENT

There was no general public comment.

The Board of Trustees moved on to view a presentation given by Principal Wynn Randall, Principal of Rossiter Elementary School.

IV. PRESENTATION

Principal Wynn Randall shared a brochure detailing information about Rossiter Elementary School and reviewed the details of the brochure with the Board of Trustees. The brochure begins with the mission of Rossiter Elementary. Rossiter's mission is to challenge and empower each student to respect themselves and become successful lifelong learners in a safe and positive environment. Rossiter's vision is to foster dynamic educational experiences that prepare all students for life. Next, Principal Randall discussed family engagement at Rossiter which includes various events such as:

- Jump Start
- Home Visits
- Open House
- Walk to School Day
- Movie Nights
- Family Nights
- Ice Cream Social
- Shiver Shack
- Week of the Young Child
- Governor Cup Run
- Game Nights
- Book Walks
- 5th Grade Hot Air Balloon Release
- School BBQ
- Baseball Night
- Field Day

Next, Principal Randall discussed academic performance at Rossiter Elementary School and reviewed iReady reading and iReady math data with the Board of Trustees. Principal Randall shared the action plan goals with the group. Rossiter students will increase their iReady reading scores by 40% for 75% proficiency on the spring 2024 iReady benchmarking assessment. Rossiter students will increase their iReady math scores by 54% for 70% proficiency on the spring 2024 iReady benchmarking assessment. Rossiter staff will use PAX

strategies to decrease disruptive behaviors as recorded through QR code by spring 2024 tracked data.

Principal Randall shared the school demographics at Rossiter Elementary School.

- Kindergarten (2 classrooms) 41 students
- 1st Grade (3 classrooms) 53 students
- 2nd Grade (3 classrooms) 49 students
- 3rd Grade (3 classrooms) 82 students
- 4th Grade (2 classrooms) 56 students
- 5th Grade (2 classrooms) 57 students
- Pre-K SPED (1 classroom) 18 students
- Kindersprouts (1 classroom) 29 students

Total Enrollment 385 students

PEAK (2) 4 Days/Week 124 Week

Principal Randall shared additional demographic information with the Board of Trustees:

- Free and Reduced-149 students
- Kid Packs-130 students
- Students with IEP's-38 students
- Students Receiving Speech-53 students
- Students on 504 Plans-7 students
- IEFA-23 students
- Mckinney Vento-25 students

The group engaged in a thorough discussion of the iReady Math assessment, during which Principal Randall addressed all questions from the Board of Trustees regarding his presentation. The Board of Trustees moved on to review the Consent Action Items.

V. NEW BUSINESS

A. Consent Action Items

1. Approval of Multidistrict Cooperative Agreement 2025-2027
2. Approval of FY 2024-25 Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)
3. Personnel Actions

The trustees engaged in a thorough discussion regarding attendance agreements before proceeding to vote on the consent action items.

Siobhan Hathhorn, Board Chair, commented. “I would entertain a motion for the Consent Action Items as presented.”

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

Public Comment: None.

Vote: 8-0 motion carries unanimously.

The Board of Trustees moved on to review the Item for Information.

B. Item for Information

1. EPA Community Change Grant Presentation

The Board of Trustees reviewed an Environmental and Climate Justice Community Change Grant Program presentation given by Facilities Director Todd Verrill. Mr. Verrill noted that two billion dollars in awards are available, with applications due by November 21, 2024. The Community Change Grant was created as part of the Inflation Reduction Act (IRA) in 2022. It is intended to fund community-driven projects that address climate challenges and reduce pollution while strengthening communities through thoughtful implementation. Focus areas include reducing and preventing pollution, building resilience to climate change, enhancing meaningful involvement in government processes, expanding access to high-quality jobs, and ensuring local residents receive the benefits of investments. Mr. Verrill stated that the grant requires a statutory partner, and the Helena Public Schools chose Northern Plains Resource Council (a community-based organization) as their statutory partner. The local affiliate for Northern Plains Resource Council is the Sleeping Giant Citizens Council. They are assisting the district in preparing the application, while we are collaborating with other community partners who are providing support in areas such as research, moral encouragement, and letters of recommendation, among others. These additional community partners are the Helena Indian Alliance, St. Peter’s Health (tentative), MT DEQ (tentative), and the City of Helena (tentative). Our technical business partners that we are working with include Slate Architecture and Ameresco.

Next, Mr. Verrill reviewed the EPA disadvantaged communities map with the Board of Trustees. The target schools addressed in this map that we are focusing on include Four Georgians Elementary School, Helena Middle School, and Rossiter Elementary School. Other schools within the designated disadvantaged community map include Capital High School and Helena High School (potential bonding within the next five years), Warren (potential site of new school within the next ten years), and Central and Bryant (both are new schools). Mr. Verrill reviewed proposed upgrades for the target schools:

- HVAC Systems
 - High efficiency system to include heat pumps
 - Air conditioning
 - Air filtration to improve indoor air quality
- Solar
 - 50Kw systems
 - Preferably roof-mounted
- LED
 - Full fixture replacement
 - Wireless controls

Mr. Verrill explained that the application will also include items such as project management, district indirect costs, and fees for professional grant consultation. Mr. Verrill moved on to review the climate action and pollution reduction requirements of the application. We are considered a Track 1 applicant, and each application for Track 1 must address one of each of these categories:

Climate Action Strategy

1. Green Infrastructure and Nature-based Solutions
2. Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience
3. **Energy-Efficient, Healthy, Resilient Housing and Buildings**
4. Microgrid Installation for Community Energy Resilience
5. Community Resilience Hubs
6. Brownfields Redevelopment
7. Waste Reduction and Management to Support a Circular Economy
8. Workforce Development Programs for Occupations that Reduce GHG Emissions and Air Pollutants

Pollution Reduction Strategy

1. **Indoor Air Quality and Community Health Improvements**
2. Outdoor Air Quality and Community Health Improvements
3. Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience
4. Safe Management and Disposal of Solid and Hazardous Waste

Under the category of *Climate Action Strategy* our district will be addressing item number 3: *Energy-Efficient, Healthy, Resilient Housing and Buildings*, and under the category of *Pollution Reduction Strategy* our district will be addressing item number 1: *Indoor Air Quality and Community Health Improvements*.

Mr. Verrill discussed how HVAC upgrades would be included in the *Climate Action Strategy number 3: Energy-Efficient, Healthy, Resilient Housing and Buildings* and would include electrification, low or zero-emission technology, and ventilation and for *Pollution Reduction Strategy number 1: Indoor Air Quality and Community Health Improvements* HVAC upgrades would include high efficiency HVAC, filtration systems, and ventilation systems. Mr. Verrill discussed how replacing old HVAC systems in schools can significantly enhance energy efficiency in several ways and elaborated on each category including: modern technology, better efficiency ratings, improved controls, enhanced filtration, reduced maintenance needs, integration with renewable energy, decreased energy consumption, improved comfort and air quality, and longer lifespan of systems. By investing in modern HVAC systems, schools can enhance energy efficiency, reduce costs, and create a better environment for learning.

Mr. Verrill moved on to discuss how solar would be included in the *Climate Action Strategy number 3: Energy-Efficient, Healthy, Resilient Housing and Buildings* by providing reduced energy consumption and costs, and lower greenhouse gas emissions. Mr. Verrill discussed how installing solar panels in schools can significantly improve energy efficiency and offer various benefits including: reduced energy costs, sustainable energy source, energy independence, educational opportunities, improved energy efficiency, and funding and grants. By harnessing solar energy, schools can not only improve their energy efficiency but also foster a culture of sustainability, benefiting both the environment and the educational community.

Mr. Verrill moved on to discuss how LED lighting would be included in the *Climate Action Strategy number 3: Energy-Efficient, Healthy, Resilient Housing and Buildings* through reduced energy consumption and costs, and lower greenhouse gas emissions. Mr. Verrill discussed LED lighting upgrades and explained how replacing fluorescent lights with LED lights in schools can significantly enhance energy efficiency through several key benefits including: lower energy consumption, longer lifespan, reduced heat emission, instant on/off, and dimmability.

To conclude his presentation, Mr. Verrill presented a cost estimate for the HVAC, solar, and lighting projects at Four Georgians Elementary School, Rossiter Elementary School, and Helena Middle School. He also addressed all questions from the Board of Trustees regarding his presentation.

The Board of Trustees moved on to hear any final board comments.

VI. BOARD COMMENTS

There were no further board comments.

VII. ADJOURNMENT

Board Chair Siobhan Hathorn adjourned the meeting at 12:46 p.m.

Candice Delvaux, Recording Secretary

Board of Trustees Work Session

Consider Approval of MTSUIP Multi-District Participation Agreement



V. NEW BUSINESS

A. Consent Action Item

3. Consider Approval of MTSUIP Multi-District Participation Agreement

Background:

The Helena School District participates in the Montana Schools' Unemployment Insurance Program (MTSUIP). As the name implies, MTSUIP is a group of Montana Schools that pool their unemployment insurance. The District has been participating in the program since 1997.

Considerations:

- Current MTSUIP member agreements are 30 years old and now obsolete. MTSUIP Bylaws were revised and approved by the membership effective July 1, 2024. To be aligned with the Bylaw changes, new participation agreements are required of the MTSUIP membership.
- The agreement repeatedly uses the term 'transfer' to describe the premiums the District pays to the program. The term 'transfer' has a specific accounting meaning and is different from an 'expenditure', which is the correct term for unemployment insurance premiums—and how we have historically accounted for those costs. MTSBA legal counsel has assured members that the proposed agreement was not intended to change the accounting treatment of the premiums. Administration is comfortable proceeding with the agreement despite the technicality. If approved, premiums will continue to be coded as expenditures, not as 'transfers' as the agreement implies.
- OPI approval for payments made from the District's Miscellaneous Program Fund to this agreement has been obtained as required by 20-9-704(2), MCA.
- The proposed Multidistrict Agreement expires on June 30, 2027.

Superintendent recommendation:

Enter into the attached MTSUIP Multi-District Participation Agreement

MULTI-DISTRICT PARTICIPATION AGREEMENT
In The
MONTANA SCHOOLS UNEMPLOYMENT INSURANCE PROGRAM

This Agreement is entered into between the Montana Schools Unemployment Insurance Program (MTSUIP) (hereinafter “The Program”), a joint exercise of powers agency duly organized and existing under the laws of the State of Montana, and each Participating Montana Public School or Cooperative, which are political subdivisions duly organized and existing under the Constitution and laws of said State, (hereinafter the “Participating Member”);

WHEREAS, Article XI, Section 7 of the Montana Constitution provides that a political subdivision may a) cooperate in the exercise of any function, power, or responsibility with, b) share the services of any officer or facilities with, and c) transfer or delegate any function, power responsibility, or duty of any officer to one or more other local government units, school districts, the state or the United States;

WHEREAS, Title 7, Chapter 11, Part 1, Montana Code Annotated, (the Interlocal Cooperation Act) authorizes political subdivisions to create interlocal agreements to jointly perform any undertaking that each such political subdivision unit is authorized by law to perform;

WHEREAS, Section 2-9-211, MCA authorizes political subdivisions of the state to procure insurance separately or jointly with other subdivisions, and to use a deductible or self-insurance plan, wholly or in part;

WHEREAS, Section 20-3-363, MCA, authorizes the boards of trustees of any two or more school districts to enter into a multidistrict agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the participating districts;

WHEREAS, an Agreement made pursuant to Section 20-3-363, MCA, must be approved by the board of trustees of each Participating Member;

WHEREAS, all expenditures in support of this Agreement must be made directly from the District’s retirement fund or any legally available fund designated by the Board of Trustees of each Participating Member;

WHEREAS, in accordance with Section 20-9-703, MCA, The Program, as a public entity, shall be designated as the prime agency. All other Participating Members shall be designated as cooperating agencies;

WHEREAS, Participating Member has determined it to be in its best interest to join with other school districts in participating in The Program for the purpose of reducing the Participating Member’s unemployment insurance costs and for effectively assisting Participating Members in the State’s processing of unemployment claims;

WHEREAS, The Program is a joint exercise of powers established pursuant to an Interlocal Cooperation Act for the purpose of providing group self-insurance and loss control programs for Participating Members executing this Agreement;

WHEREAS, The Program is authorized to exercise necessary powers to implement the purposes of The Program as established by the Bylaws, the Interlocal Cooperative Act and this Agreement;

WHEREAS, The Program and the Participating Member have entered into this Agreement to meet the unemployment insurance needs of the Participating Member, and to provide for joint and several liability of the Participating Member along with all other Participating Members for the full amount of any and all known or unknown claims of each Participating Member arising during the Participating Member's participation in The Program, and will provide the following advantages, among others, to each Participating Member:

(a) mutual agreement by the Participating Member to make quarterly contributions on a schedule adopted by the Board of Directors and calculated to spread and moderate the cost of claims loss to each Participating Member,

(b) relief from the burden of paying taxes to the State of Montana at levels reflecting the higher costs of other entities because The Program's costs will be limited to reasonable administrative and actual claims costs, and

(c) contribution payments calculated to provide amounts in each year necessary to maintain The Program at a fiscally sound level and therefore sufficient to reserve against the incurred losses of Participating Members;

WHEREAS, Participating Members of the Program voted to approve revisions to The Program's Bylaws effective July 1, 2024. As such, each current Participating Member and new Participating Members will be required to execute this Agreement as a condition of continued participation in The Program;

WHEREAS, it is a matter for the governing board of the Participating Member to determine the appropriate manner in which to provide unemployment insurance coverage; and

WHEREAS, the governing body of the Participating Member has authorized the execution of this Agreement for the purpose of providing coverage for the Participating Member for the benefit of the Participating Member's taxpayers and for the benefit of its present and former employees; and

NOW THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1 -- General Provisions:

1. The purpose of this Agreement is to create a multidistrict cooperative for the purpose of providing group unemployment self-insurance and loss control programs for Participating Members of The Program.

2. The Program is designated as the prime agency for the purpose of the financial administration of this Agreement.

3. All other Participating Members are designated as the cooperating agencies and in accordance with Section 20-9-704, MCA, shall transfer all financial obligations under this Agreement to The Program.

4. Any and all amounts transferred to The Program from each Participating Member shall come from the District's retirement fund or any legally available fund designated by the Board of Trustees of each Participating Member.

5. Transfers may not be made with funds restricted by federal law unless the transfer is in compliance with any restrictions or conditions imposed by federal law.

6. The term of this Agreement shall be from July 1, 2024 to June 30, 2027. This Agreement will be extended for additional periods of three (3) years unless the Participating Member provides The Program with notice of withdrawal by May 2nd of the last year of the three (3) year term pursuant to the notice requirements set forth in Section 7, Paragraph 1.

7. Any Participating Member may withdraw from participation in The Program upon sixty (60) days written notice to The Program as set forth hereinbelow at Section 5, Paragraph 1. In the event a Participating Member withdraws from participation in The Program, the provisions of Section 5 shall apply.

Section 2 -- Participating Member Conditions and Requirements of Participation In The Program:

1. Each Participating Member must be a Montana Public School or Cooperative. If the Participating Member is a Montana Public School, the Participating Member must be both a member of the Montana School Boards Association (MTSBA) and the Montana Association of School Business Officials (MASBO). If the Participating Member is a Cooperative, the Participating Member must be member of MTSBA and MASBO unless the Cooperative does not employ a Clerk, in which case the Cooperate is not required to be a member of MASBO, but is required to be a member of MTSBA in order to participate in The Program.
2. Each Participating Member agrees to fully cooperate with The Program. This includes but is not limited to the following:
 - a. Timely submission of quarterly unemployment payroll reports to The Program;
 - b. Timely payment of unemployment contributions; and
 - c. Timely responses to unemployment claims information requests.

3. Each Participating Member agrees to reimburse The Program for claim expenses incurred if the Participating Member fails to timely respond to claims information requests from The Program (or the Montana Unemployment Insurance Division).
4. Each Participating Member agrees that membership in the Program may be terminated with sixty (60) calendar days' notice to the Participating Member (via electronic and other means as set forth in Section 5, Paragraph 3) for any of the following reasons as recommended by The Program Director and determined by the Board of Directors:
 - a. Failure to be a member in good standing with both MTSBA and MASBO (where applicable) as noted hereinabove;
 - b. Failure to timely file quarterly unemployment payroll reports;
 - c. Failure to timely pay unemployment contributions due;
 - d. Failure to timely respond to unemployment claims information requests;
 - e. Ongoing higher than normal unemployment claims for an extended period as determined in the discretion of The Program;
 - f. Any event, caused by a Participating Member's actions, that expose The Program to paying claims in excess of the liability cap outlined in the Paragraph 5 below.
5. Each Participating Member agrees that The Program's liability for claims is capped at five (5) times each Participating Member's annual contribution, subject to board approved minimums & maximums. Each Participating Member will be responsible for the Participating Member's claims that exceed its liability cap. This is necessary to protect The Program and prevent the failure of The Program in case of a catastrophic event(s) where claims of a single Participating Member disproportionately exceed the cumulative contributions of that Participating Member thereby jeopardizing the investment of all other Participating Members.
6. Each Participating Member agrees to take such action as may be necessary to include unemployment contribution payments payable hereunder in its annual budget. This agreement on the part of the Participating Member shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the Participating Member to take such action and do such things as are required by law in the performance of the official duties required hereunder to enable each Participating Member to carry out and perform the duties and obligations set forth in this Agreement.
7. Each Participating Member agrees that The Program and any of its agents, employees or attorneys shall be permitted at all reasonable times to examine the Participating Members' payroll records, and Participating Members' books, contracts, documents and records of any and every kind which show or tend to show or verify the contribution which is payable under the terms hereof. This right to inspect or examine shall continue after termination of membership with respect to all claims or matters arising during or relating to membership status in The Program.
8. Each Participating Member agrees to exercise and implement risk management practices to minimize unemployment claims.

9. Each Participating Member agrees to give immediate notification to The Program of any unemployment claim. Any cost or penalty associated with any paid claim relating to unemployment benefits resulting from a Participating Member's failure to give timely notice or response to The Program will be assessed against the Participating Member.

Section 3 – Obligations and Authority of The Program:

1. All claims for unemployment are processed and investigated by the Unemployment Insurance Division of the Montana Department of Labor and Industry ("the Department of Labor"). As noted hereinabove in Section 2, each Participating Member agrees to cooperate with the Department of Labor and with The Program in providing any and all relevant information necessary to process claims and make determinations regarding the validity of a claim for unemployment. The Program shall reimburse any claim made by a former or current employee of any Participating Member, arising out of such claimant's employment, if approved by the Montana Department of Labor and Industry, the Board of Labor Appeals or a court of competent jurisdiction.
2. Any approved claim entered against a Participating Member shall be a liability of The Program and a joint and several liability of each Participating Member as provided in this Agreement.
3. As noted hereinabove at Section 2, Paragraph 5, each Participating Member agrees that The Program's liability for claims is capped at five (5) times each Participating Member's annual contribution, subject to board approved minimums and maximums. Each Participating Member will be responsible for the Participating Member's claims that exceed that Participating Member's cap.
4. If The Program assets are insufficient to reimburse for the claim, The Program may assess each Participating Member to the extent necessary to pay for such claim(s), and the assessment charged each Participating Member shall be determined on a proportionate basis in accordance with each Participating Member's net contribution to The Program. An assessment shall be a contractual obligation of the Participating Member provided, however, that nothing contained herein shall be construed as a limitation upon the joint and several liability of each Participating Member.
5. The liability of The Program is specifically limited to: (1) such obligations as are imposed by the Unemployment Insurance Law of the State of Montana; and (2) the limitations set forth in Section 2, Paragraph 5 as set forth hereinabove.
6. The Program may purchase excess insurance if the Board of Directors determines it to be in the best interests of the Program and the Participating Members.
7. The Program may raise funds by the issuance of bonded indebtedness in an amount necessary to assure the continued solvency of The Program if approved by the Board of Directors. The proceeds of which bonded indebtedness may be used in lieu of or in addition to excess insurance and surety bonds to the fullest extent permitted by applicable Montana Law.

8. The Board of Directors may, in its discretion, approve agreements with various third-party service providers to provide services necessary for the efficient operation of The Program.
9. The Program will realize investment income in accordance with applicable investment laws which shall be treated as revenue to the Program.
10. The Program has the authority to establish financial reserves to ensure the ongoing viability of The Program and to account for future unexpected conditions that may impact the viability of The Program.
11. Contributions, investment income, special assessments, profits or other income paid to or derived from The Program shall not be commingled with the funds of any other program.

Section 4 – Contribution Rates and Payments:

1. Contribution rates shall be adopted by The Program’s Board of Directors on a fiscal year basis to be effective July 1 of each year, provided, however, that the Board of Directors may make such mid-term adjustments to rates or special assessments as may be appropriate and in the best interests of The Program and the Participating Members to accomplish the goals of the Program. Contribution rates shall be applied to each Participating Member’s payroll.
2. The contributions charged Participating Members will be sufficient to secure and pay for services necessary for the efficient operation of The Program, including but not limited to the following services:
 - a. Reimbursement of claims paid
 - b. Payment of the administrative fund tax (AFT)
 - c. General administration of The Program
 - d. Claims assistance and legal advocacy
 - e. Investment services
 - f. Legal services
 - g. Accounting and auditing services
 - h. Actuarial/Consulting services
 - i. Risk management consulting services
3. Each Participating Member agrees to pay the contributions at the rate and on the schedule approved by The Program’s Board of Directors. As set forth in Section 2, Paragraph 4, failure to timely pay contributions is grounds for termination of membership in The Program.
4. Subject to the following conditions set forth hereinbelow, the obligation of any Participating Member to pay contributions under this Agreement will terminate upon the earliest of the following events:
 - a. withdrawal of such Participating Member from The Program pursuant to Section 5, Paragraph 1; or
 - b. termination of such Participating Member from The Program pursuant to Section 5, Paragraph 3.

Provided however, that no such withdrawal or termination shall extinguish (i) the obligations of such Participating Member to pay contributions with respect to coverage periods of such Participating Member prior to such withdrawal or termination, (ii) the obligations of such Participating Member to pay Special Assessments as provided in Section 4, Paragraph 1 with respect to coverage periods of each Participating Member, whether such Special Assessments are imposed either prior or subsequent to such withdrawal or termination, or (iii) the right to receive the benefits of such coverage with respect to coverage periods of such Participating Member prior to such withdrawal or termination.

5. There shall be no abatement of contribution payments. Notwithstanding the authority of The Program to terminate a Participating Member for failure to timely file reports and/or timely pay contributions, in the event a Participating Member fails to make any of the contribution payments required on the date due as established by the Board of Directors, the payment in default shall remain the obligation of the Participating Member until paid in full. For any late contribution payments or late report filing, the member agrees to pay The Program any applicable penalties and/or interest that The Program assesses.

Section 5 -- Rights and Obligations Upon Withdrawal or Termination of Membership In The Program:

1. Any Participating Member may withdraw from The Program by giving at least sixty (60) calendar days' notice in writing to The Program pursuant to the Notice requirements set forth in Section 7, Paragraph 1 of its desire to withdraw.
2. In no event shall withdrawal from or termination of a Participating Member's participation in The Program release a Participating Member from its obligation to pay any and all amounts due The Program resulting from default under the terms of this Agreement, nor shall such withdrawal or termination release a Participating Member from its obligation to pay contributions or special assessments as provided herein. Notice of withdraw shall be revocable only at the sole discretion of The Program.
3. When, upon recommendation of the Program Director and action of The Program's Board of Directors, a Participating Member has been deemed to have engaged in any conduct and/or inaction that warrants termination of a Participating Member's membership in The Program as set forth in Section 2, Paragraph 4 above, the Participating Member will be given at least sixty (60) calendar days' notice (sent via email to the Business Manager and Board Chair and also certified mail return receipt requested addressed to the District's or Cooperatives Business Manager) that the Participating Member's membership in The Program is being terminated as of a date certain. Said notification shall include the basis for such termination. The action of The Program's Board of Directors shall be final and binding.
4. In no event shall termination from The Program release a Participating Member from its obligation to pay contributions with respect to coverage periods.
5. Upon notice of withdrawal from a Participating Member or termination of a Participating Member from The Program, The Program and the Participating Member shall promptly notify the Unemployment Insurance Division of the Montana Department of Labor and Industry.

Section 6 -- Joint and Several Liability:

1. Each Participating Member agrees to assume and guarantees to pay, or otherwise discharge promptly, any and all the liabilities and obligations which The Program may incur pursuant to the terms of this Agreement and the Unemployment Insurance Laws of the State of Montana.
2. This Agreement represents a direct financial guarantee to the present and former employees of all Participating Members of The Program for the full amount of any and all liabilities or obligations on amounts not limited to each Participating Member's "pro rata" share. Each Participating Member understands and agrees that it shall be jointly and severally liable with the other Participating Members for the full amount of any and all known and unknown reimbursable unemployment compensation claims of the Program arising during the membership of the Participating Member in The Program.
3. In the event The Program shall fail to reimburse for claims when due, the Participating Member will pay the same, and the payment may be enforced against the Participating Member to the same extent as if said payment was its sole liability. The Participating Member understands and agrees that it shall be jointly and severally liable with the other Participating Members for the full amounts of any and all known or unknown claims of The Program arising during the membership of the Member with the Program.

Section 7 – Notice and Enforceability:

1. All notices or other communications hereunder shall be sufficiently provided when sent to the Program Director via email or other electronic means and upon acknowledgement back to the sender of receipt by the Program Director. If mailing is utilized as a means of notice, any notice or other communication shall be deemed to have been received five business days after deposit in the United States mail in certified form, postage prepaid, to the Participating Member at the physical address The Program has on file.

If mailing to The Program, such notice or communication should be addressed to:


Montana Schools Unemployment Insurance Program
863 Great Northern Blvd., Ste. 301
Helena, MT 59601

2. This Agreement shall inure to the benefit of and shall be binding upon The Program and the Participating Members and their respective successors and assigns.
3. This Agreement is enforceable by The Program, Participating Members of the Program, and/or the Unemployment Insurance Division of Montana Department of Labor and Industry. The undersigned is held and firmly bound for the payment of any and all legal fees and costs incurred by The Program and/or the State of Montana in any actions taken to enforce this Agreement.

4. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
5. The Program and the Participating Members agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of The Program hereby provided or intended so to be or for carrying out the expressed intention of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

Effective this 1st day of July, 2024.

MONTANA SCHOOLS UNEMPLOYMENT INSURANCE PROGRAM

By  _____
 Program Director, MTSUIP
 Laren Carparelli

PARTICIPATING MEMBER

By _____
 Authorized Representative (signature)
 Janelle Mickelson

 Printed Name of Authorized Representative

 School District/Cooperative Name (please provide the full “name”
 of your District – not just the “district number”)

APPROVAL OF **FY 2024-25** OUT-OF-DISTRICT ATTENDANCE AGREEMENTS
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

Fiscal Year 2024-25

Discretionary Attendance:

Grade	District of Residence	Address	School of Attendance
K	East Helena K-12	Helena, MT 59601	Central Elementary
8	Trinity Elementary	Helena, MT 59602	CR Anderson Middle School

**APPROVAL OF FY 2024-25 OUT-OF-DISTRICT ATTENDANCE AGREEMENTS
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)**

Running Total of FY 2024-25 Out-of-District Attendance Agreements

Address

Grade	East Helena	Clancy	Montana City	Jefferson City	Basin	Wolf Creek	Boulder	Elliston	Trinity	Chinook	Butte	Billings	Deer Lodge	Missoula	Townsend	Radersberg	Browning	Winston	Whitehall	Total
Ksprouts	3								1											4
K	4	1				1			3										1	10
1	7	4							1											12
2	4					1	1	1	3										1	11
3	1	1								1										3
4	6	2							1											9
5	4						1		3		1	1								10
6	5							1	3		1									10
7	2	1				1														4
8	2	2				1			2				1							8
9	6	50	10											1						67
10	7	20													1	1	1			30
11	8	16	3	3																30
12	11	22	2	2											1	1		1		40
	70	119	15	5	1	3	2	2	17	1	2		1	1	2	2	1	1	2	248

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item V.B.1

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: Item For Action
1. Policy 3015: Attendance and Truancy

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

**Policy Background
Board of Trustees Work Session
November 26, 2024**

The following policies are being presented for Action:

3015 Attendance and Truancy

Montana Code Annotated citations were added. Cross references to policies 3010 and 3141 were also added.

3020 Education of Homeless Youth

Outdated language was updated.

3023 Education of Children in Foster Care

Outdated language was updated.

The following policies were reviewed by the Policy Committee, and it was determined no changes were needed.

3075 Student Charges Fines and Fees

3085 Transfer of Student Records

3090 Receipt of Confidential Records

3100 Publications and Distribution or Posting of Materials

3105 Student Use of Buildings – Equal Access

3110 Concussion Management

3145 Foreign Exchange Students

2 STUDENTS

3 Attendance and Truancy

4
5 A telephone call, a written note, or electronic communication from a parent is necessary when a
6 student is absent or late for any reason. Notes shall be given to the attendance secretary, and
7 teachers shall be given a list of students to be admitted. All absences and tardies shall be
8 recorded on the report card.

9
10 The principal or designee will attempt to contact, by the end of the school day, any parent,
11 guardian, or legal custodian whose child is absent from school, but who has not reported the
12 child absent for the school day, to determine whether the parent, guardian, or legal custodian is
13 aware of the child’s absence from school.

14
15 *Attendance Policy*

16
17 Specifics regarding numbers of absences and consequences for excessive absenteeism for all
18 students are found in the student handbooks.

19
20 *Tardies*

21
22 Classroom tardies should be handled by the teacher. Excessive tardies may be referred to the
23 Building Principal.

24
25 Legal References: §20-5-216, MCA Truancy
26 20-5-106, MCA Truancy
27 §20-5-103, MCA Compulsory Attendance and Excuses
28 §20-5-102, MCA Compulsory Enrollment and Excuses

29
30 Cross References: Policy 3010 School Admissions: Entrance, Placement and Transfer
31 Policy 3141 Nonresident Student Enrollment

32
33 Policy History:
34 Adopted on: 5.8.2012

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item V.B.2

- Call To Order/Pledge of Allegiance
- Review of Agenda
- General Public Comment
- Presentation
- Consent Action Items
- Items For Action
- Board Comments
- Adjournment

Item Title: **Item For Action**
2. Policy 3020: Education of Homeless Youth

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

2 STUDENTS

3 Education of Homeless Youth

4
5 For purposes of this policy and to comply with the McKinney Vento Homeless Assistance Act
6 the term “homeless youth” means:

- 7
- 8 1. an individual who lacks a fixed, regular, and adequate nighttime residence; and
- 9
- 10 2. an individual whose primary nighttime residence may be but is not limited to:
 - 11 a. a supervised publicly or privately operated shelter designed to provide temporary
 - 12 living accommodations (including ~~welfare hotels~~ temporary housing, congregate
 - 13 shelters, and transitional housing for ~~the mentally ill~~ those with mental illness);
 - 14 b. an institute that provides a temporary residence for individuals intended to be
 - 15 institutionalized; or
 - 16 c. a public or private place not designated for, or ordinarily used as, a regular
 - 17 sleeping accommodation for human beings.
 - 18

19 A homeless youth is entitled to equal access to the same free, appropriate public education as
20 provided to other students. The lack of a permanent residence and/or adequate student records
21 may not be the basis for denying enrollment. The Superintendent will give special attention to
22 ensuring the enrollment and attendance of youth who are homeless and not currently attending
23 school. The Superintendent will appoint a liaison for homeless youth. The District homeless
24 liaison will help homeless youth and their families’ access community and district resources. A
25 person who has a concern or complaint regarding placement or education of a homeless youth
26 may contact the building administrator or District homeless liaison. A written complaint may be
27 filed in accordance with the District Uniform Complaint Procedure.

28
29 Legal Reference: 42 U.S.C. § 11431, et seq. McKinney Homeless Assistance
30 Act
31 § 20-5-101, MCA Admittance of child to school

32 Cross Reference: 1085 Uniform Complaint Procedure

33 Policy History:
34 Adopted on: 7.10.2007
35 Revised on:

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item V.B.3

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: Item For Action
3. Policy 3023: Eudcation of Chidren in Foster Care

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Robison					
Satre					
Hindoiien					
Cleatus					
Walsh					
Armstrong					

2
3 STUDENTS

4
5 Education of Children in Foster Care

6
7 Children in foster care are entitled to educational stability and the opportunity to achieve at the
8 same high levels as their peers. “Foster care” means 24-hour substitute care for children placed
9 away from their parents or guardians and for whom the child ~~welfare~~ protective services agency
10 has placement and care responsibility. This includes, but is not limited to, placements in foster
11 family homes, foster homes of relatives, group homes, emergency shelters, residential facilities,
12 child care institutions, and pre-adoptive homes.

13
14 The District agrees to cooperate with child protective services agencies to ensure that children in
15 foster care remain in their school of origin unless it is not in their best interests. If it is
16 determined to be in the child’s best interest to not remain in ~~his or her~~ their school of origin, the
17 District shall enroll a child in foster care in a school determined to be in the child’s best interest
18 without delay regardless of whether that student can produce records normally required for
19 enrollment. The new school in which a child in foster care is enrolled shall immediately contact
20 the school of origin to obtain the child’s records.

21
22 The Superintendent or designee shall identify a Point of Contact (POC) to coordinate the
23 District’s provision of services to children in foster care.

24
25
26 Legal References: 20 U.S.C. 6311 Title I (as amended by Every Student Succeeds Act)

27
28 Cross References: 3085 Transfer of Student Records
29 3090 Receipt of Confidential Records

30
31
32
33
34
35
36
37
38 Policy History:

39 Adopted on: 5.18.2018

40 Revised on:
41

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item VI.

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: Board Comments

**HELENA SCHOOL DISTRICT
Board of Trustees Meeting**

Meeting Date: 11/26/2024

Item VII.

Call To Order/Pledge of Allegiance

Review of Agenda

General Public Comment

Presentation

Consent Action Items

Items For Action

Board Comments

Adjournment

Item Title: Adjournment