



## Board of Trustees Meeting

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

Tuesday, February 10, 2026 - 5:30 p.m.

Board of Trustees Conference Room and via

TEAMS

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### AGENDA

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

II. **REVIEW OF AGENDA**

III. **RECOGNITIONS**

A. **American Welding Society Section Educator Award & District Educator Award**

The Board of Trustees extends its sincere congratulations to Helena High School educator Cynthia Galbavy on her receipt of both the American Welding Society Section Educator Award and the District Educator Award. These prestigious honors recognize her exemplary instructional performance and her unwavering commitment to the promotion, advancement, and expansion of welding skills and technical knowledge among students. Through her dedication, expertise, and passion for career and technical education, Ms. Galbavy has had a lasting impact on student achievement, workforce readiness, and the strength of the skilled trades pipeline within our community. Her leadership and innovation exemplify the highest standards of educational excellence and professional service.

B. **MASSP Community Partner in Education Award Winner**

The Board of Trustees extends its sincere congratulations to PAL Community Partner Travis Brazill, who has been named the Montana Association of Secondary School Principals (MASSP) Community Partner in Education Award recipient for this year. This award honors a private citizen outside of the professional education system who demonstrates exceptional dedication to supporting students, schools, and communities through meaningful involvement in educational initiatives. The recipient is announced and formally recognized at the Montana Principals Conference held each January. Through his actions, generosity, and genuine care for students,

Travis Brazill truly embodies what it means to be a Community Partner in Education. The Board of Trustees is proud to recognize his contributions and congratulates him on this well-deserved honor.

#### 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. Items for Information- Facilities Bond Projects Updates

1. Helena High Campus Update
  - a. Helena High School
  - b. Project for Alternative Learning (PAL)
  - c. District Kitchen
  - d. Competition Stadium
2. Capital High School Update
3. Kessler Elementary School Update

##### B. Items for Information

1. SACC and the Child and Adult Care Food Program (CACFP)
2. Policy 2020: Student and Family Privacy Rights
3. Policy 3010: Entrance, Placement and Transfer
4. Policy 3141: Nonresident Student Enrollment
5. Policy 7057: Use of Automated External Defibrillation
6. Policy 8100: Transportation

##### C. Consent Action Items

1. Personnel Actions
2. Warrants
3. Approval of FY 2025-26 Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)
4. 1/13/26 Board of Trustees Full Board Meeting Minutes
5. 1/16/26 Board of Trustees Special Board Meeting Minutes
6. 1/22/26 Board of Trustees Work Session Meeting Minutes

**D. Items for Action**

1. Consideration of Approval of SACC Rate Increases
2. Consideration of the Recommendation to Join Bridged Health Alliance
3. Consideration of Approval of a Sabbatical for the 2026-2027 School Year
4. Consideration of Approval of the Calendar Committee Proposal for the 2026-2027 School Year
5. Consideration of Approval of the Facilities Warehouse Lease
6. Consideration of Approval of Energy Contracting Resolution with Ameresco, Inc
7. Policy 1020: School Board Elections
8. Policy 2103: Religion and Religious Activities
9. Policy 2165: Early Literacy Targeted Intervention
10. Policy 3000: Equal Educational Opportunities
11. Policy 3410: Student Health/Physical Screenings/Examinations
12. Policy 3097: Use of Video Monitoring Cameras
13. Policy 4332: Display of Flags and Banners on District Property
14. Policy 5025: Employment and Assignment
15. Policy 5075: Termination of Employment

**E. Reports**

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

**VII. UPCOMING MEETINGS**

**VIII. BOARD/SUPERINTENDENT COMMENTS**

**IX. ADJOURNMENT**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item I.**

Call To Order/Pledge of Allegiance

Review of Agenda

Recognitions

Superintendent's Report

General Public Comment

Items for Information-Facilities Bond Projects Updates

Items for Information

Consent Action Items

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Upcoming Meetings

Board/Superintendent Comments

Adjournment

**Item Title:        Call To Order/Pledge of Allegiance**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item II.**

Call To Order/Pledge of Allegiance

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Adjournment

**Item Title:        Review of Agenda**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Item III.A.-B.**

**Meeting Date:** 2/10/2026

Call To Order/Pledge of Allegiance

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Adjournment

**Item Title:           Recognitions**  
**A. American Welding Society Section Educator Award & District Educator Award**  
**B. MASSP Community Partner in Education Award Winner**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item IV.**

Call To Order/Pledge of Allegiance

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**Item Title:        Superintendent's Report**

**TO:** *Board Chair Jennifer McKee and Board of Trustees*  
**FROM:** *Mr. Wertz, Superintendent*  
**RE:** *Superintendent Report*  
**DATE:** *February 10, 2026*

## ❖ **Recognitions**

- I want to extend our district's deepest thanks to all who donated to Helena Public Schools through the Montana Innovative Educational Tax Credit Program. Thank you for investing in our students' futures.
- National School Counseling Appreciation Week: February 3-7, 2026
- National School Resource Officer Appreciation Day: February 15, 2026
- Thank you to Callie Aschim & the Chamber of Commerce for hosting Community Outreach: Brews & Blueprints. The next event will be February 25 at 5:30 p.m. at Brothers Tapworks.
- Thank you to Becca Leaphart, Brenda Carney, and the Helena Education Foundation for hosting a Trustee Appreciation Lunch. We deeply appreciate their recognition of our Board of Trustees and their ongoing support of our schools and community.
- Other

## ❖ **New Business**

- Facilities Bond Projects –
  - Bond Update
  - HHS/PAL Precedent Tour-Spokane, Washington-December
  - KESS Precedent Tour-Spokane, Washington-January
  - CHS – Planning for this month
  - Bond/Construction/Facility Meetings
    - All Team Construction Meeting
      - ◆ City, Architects, GCCM, Construction Owners Representatives, HPS
    - Owner's Rep
    - HHS Project-HHS, PAL, District Kitchen, Stadium
    - CHS Project
    - KESS Project

- “Grow Our Own” Initiative Update
- New Podcast Series – From the Ground Up
- CMS Ongoing Work -
  - Compensation Philosophy
  - Pay Plan Rules
  - Independent and Administrative Salary Matrix
  - Activity/Athletic Coaching Compensation Market Analysis
- District Academic Focus Work – 2026-2027
  - Academic Performance Indicators and Targets
  - Data Dashboard
  - Behaviors and Academic Growth
- Bridged Health Alliance
- Copy/Print Center Equipment Lease Contracts and Efficiency Upgrades
- National Conference on Education – Nashville
  - Assistant Superintendents & Superintendent
- Dr. Plucker Gifted & Talented Program Review
- Ameresco Energy Audits Across the District (Elementary)
- No School February 16
- Other

## ❖ Outreach/Meetings

- AA Superintendents Weekly Meeting
- KESS GCCM RFP/RFQ Submission Review and Interviews
- Bond/Construction/Facility Meetings
  - All Team Meeting – High School and Elementary Bond Projects
  - Owner’s Rep
  - Bond
  - Bond Finance
  - HHS Project - Architect Team & Construction Team
  - CHS Project - Architect Team & Construction Team
  - KESS Project - Architect Team & Construction Team
- Rotary Club Presentation
- Chamber of Commerce
- Community Outreach – Brews and Blueprints

HELENA SCHOOL DISTRICT #1

- Board Leadership
- Legal Counsel
- HEA
- HEF
- HEF Executive Committee
- Parent Advisory Committee
- Teacher Advisory Committee
- Health Benefits Committee
- Helena Food Share
- Cabinet & Leadership
- TV, Print, Radio, and Media
- Other

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item V.**

Call To Order/Pledge of Allegiance

Review of Agenda

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Adjournment

**Item Title:       General Public Comment**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.A.1.a. - A.1.d.**

Call To Order/Pledge of Allegiance

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**Item Title:       Items for Information-Facilities Bond Projects Updates**  
**1. Helena High Campus Update**  
**a. Helena High School**  
**b. Project for Alternative Learning (PAL)**  
**c. District Kitchen**  
**d. Competition Stadium**





**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.B.1.**

Call To Order/Pledge of Allegiance

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**Item Title:           Items for Information  
                          1. SACC and the Child and Adult Care Food Program (CACFP)**

## Child and Adult Care Food Program (CACFP) SACC report February 10, 2026

SACC continues to serve high quality snacks (2-components) and meals (5-components) to kids each day. We are reimbursed for this food, supplies, and staffing it takes to prepare the food each day. The reimbursement does not cover all our costs. Presenting this information to the Board each year is a requirement of our funding. Our audit will take place this Spring.

How does SACC roll out CACFP?

On Friday Liese Zebrun-Gero sends out the menu and shopping templates to all 9 sites. Site Managers respond with what they need for their site depending on student numbers, leftovers, and how they will prepare the food. Each Tuesday Liese and Lisa Herman meet at Costco at 11:00 to shop. This usually takes about an hour and 15 minutes and at least two orange flatbeds. Once the shopping is done, Liese and Lisa separate the food out into 9 shopping carts in the Costco foyer. By about 1:00 all carts are full and Site Managers come to pick up their food for the week and take it to their school. Each day staff look at the menu and prepare the snack or meal accordingly.

September 2025: meals=1,673, snacks=2,954, reimbursement=\$7,700

October 2025: meals=1,978, snacks=2,820, reimbursement=\$8,600

November 2025: meals=1,331, snacks=2,257, reimbursement=\$6,700

December 2025: meals=950, snacks=2,123, reimbursement=\$4,900

**Policy Background**  
**Board of Trustees Meeting**  
**February 10, 2026**

**The following policies are being presented for Information:**

**2020 Student and Family Privacy Rights**

This policy is updated to reflect changes from House Bill 599 regarding parental rights law. Parents may opt their child out of any personal analysis, evaluation, survey or data collection that does not require personally identifiable information. Parents must opt in to any personal analysis, evaluation, survey or data collection that requires personally identifiable information, unless that information is essential for establishing a student's education record or for a demographic survey to validate an achievement test used to gain admission to a postsecondary institution.

**3010 Student Admissions: Entrance, Placement and Transfer**

This policy is updated to reflect House Bill 168, which permits districts to receive ANB funding for special education preschool students based upon aggregate hours of instruction. Additionally, students with disabilities may be eligible to continue enrollment until they reach twenty-two years of age, unless they have received a regular high school diploma.

**3141 Nonresident Student Enrollment**

House Bill 250 changes the out-of-district attendance laws that went into effect July 1, 2025, and applies to attendance agreements. The Board of Trustees may deny enrollment of an out-of-district student if accepting the student(s) would negatively impact the quality of education for resident students because the maximum student contract hours for a teacher of the class or maximum class sizes under accreditation standards would be exceeded. Additionally, the Board of Trustees may deny enrollment of a nondisabled student who has been suspended in or out of school in any school the student previously enrolled in the previous three years.

**7057 Use of Automated External Defibrillation (AED)**

This policy is updated to reflect the components of the district's AED program and reflect changes on maintaining AEDs in accordance with Senate Bill 86. Specifically,

SB 86 changes the requirements for maintaining a written plan for AEDs to only a written notice of the location of the AED to the 911 service covering the area.

### **8100 Transportation**

This policy has been updated to reflect legal references and be in compliance with House Bill 250 regarding transportation requirements for students with disabilities.

## **The following policies are being presented for Action:**

### **1020 School Board Elections**

This policy has been updated to reflect the changes to candidate filing deadlines and withdrawal under House Bill 406. There is also a requirement that school elections must be called at least 145 days before a regular election, but can be amended until 70 days prior to the election. There is an allowance for a period of 70 days to call a special election. Ballot certification must occur not less than 40 days before the election.

### **2103 Religion and Religious Activities**

This policy has been updated to reflect changes to House Bill 343 that requires (instead of just permitting) a district to release a student from school at the request (at least annually) of the parent for not less than one hour per week for formal religious instruction.

### **2165 Early Literacy Targeted Intervention**

Policy updated to reflect current legislation that defines scholastic literacy and the inclusion of math in early targeted intervention programs.

### **3000 Equal Educational Opportunities**

The policy changes reflect Senate Bill 350 that permits school districts and MHSA to prohibit participation of a home school student in extracurricular activities based upon the student either not being a U.S. citizen or a resident of the state of Montana.

### **3410 Student Health/Physical Screenings/Examinations**

House Bill 599 requires that a district provide parents with notice of the right to opt out of physical or mental health screenings or surveys and to be notified of the results of any such screenings. The policy has been updated to align with this requirement.

### **3097 Use of Video Monitoring Cameras**

Policy updated to align with parental rights that permit video recordings during events open to the public in accordance with House Bill 32. Added clarifying language that no staff member or volunteer may make an audio or video recording of a student without permission of the parent unless at a public event. Clarified what is considered a public event.

### **4332 Display of Flags and Banners on District Property**

New policy to align with House Bill 819 regarding the specific flags and banners that can be displayed on district or school property. Added clarifying language that this does not apply to personal clothing, jewelry or accessories worn by school employees except where uniform policies or official dress codes apply.

### **5025 Employment and Assignment**

Under House Bill 226, state penalties can be issued to employers for failing to comply with federal immigration laws and grants Montana Department of Labor and Industry subpoena power to determine compliance.

### **5075 Termination of Employment**

This policy has been updated with a legal reference to House Bill 602. Under House Bill 602, in the process of nonrenewal of a nontenured teacher, if the recommendation for nonrenewal is for financial reasons, this is to be stated in the Board agenda posted before June 1<sup>st</sup> that is subject to public comment.

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.B.2.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
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- Board/Superintendent Comments
- Adjournment

**Item Title:       Items for Information  
                      2. Policy 2020: Student and Family Privacy Rights**

1 **Helena School District**

2  
3 INSTRUCTION

2020

4  
5  
6 Student and Family Privacy Rights

7  
8 All fundamental parental rights are exclusively reserved to the parent(s)/guardian(s) of a child  
9 without obstruction or interference by a governmental entity in accordance with the common  
10 law, state and federal law, and Board policies.

11  
12 **Except for information that is necessary and essential for establishing a student’s education**  
13 **record or for a demographic survey to validate an achievement test used to gain admission**  
14 **to a postsecondary institution, a parent has the right to:**

- 15  
16 • **Opt a child out of any personal analysis, evaluation, survey, or data collection by the**  
17 **District that does not require the student’s personally identifiable information; or**  
18 • **Opt a child into any personal analysis, evaluation, survey, or data collection by the**  
19 **District that requires the student’s personally identifiable information.**

20  
21  
22 *Surveys - General*

23  
24 All surveys requesting personal information from students, as well as any other instrument used  
25 to collect personal information from students, must advance or relate to the District’s educational  
26 objectives as identified in Board policy. This applies to all surveys, regardless of whether the  
27 student answering the questions can be identified and regardless of who created the survey.

28  
29 *Surveys Created by a Third Party*

30  
31 Before the District administers or distributes a survey created by a third party to a student, the  
32 student’s parent(s)/guardian(s) may inspect the survey upon request and within a reasonable time  
33 of their request. This section applies to every survey that is created by a person or entity other  
34 than a District official, staff member, or student, regardless of whether the student answering the  
35 questions can be identified, and regardless of the subject matter of the questions.

36  
37 *Surveys Requesting Personal Information*

38  
39 School officials and staff members shall not request, nor disclose, the identity of any student who  
40 completes ANY survey containing one (1) or more of the following items:

- 41  
42 1. Political affiliations or beliefs of the student or the student’s parent/guardian;  
43 2. Mental or psychological problems of the student or the student’s family;  
44 3. Behavior or attitudes about sex;  
45 4. Illegal, antisocial, self-incriminating, or demeaning behavior;  
46 5. Critical appraisals of other individuals with whom students have close family  
47 relationships;

- 48 6. Legally recognized privileged or analogous relationships, such as those with lawyers,  
49 physicians, and ministers;  
50 7. Religious practices, affiliations, or beliefs of the student or the student’s parent/guardian;  
51 8. Income (other than that required by law to determine eligibility for participation in a  
52 program or for receiving financial assistance under such program).  
53

54 The student’s parent(s)/guardian(s) may inspect the survey within a reasonable time of the  
55 request, and/or refuse to allow their child to participate in any survey requesting personal  
56 information. The school shall not penalize any student whose parent(s)/guardian(s) exercise this  
57 option.  
58

59 ~~No student shall be required to submit to any survey requesting personal information without  
60 consent of the parent/guardian. Parent(s)/guardian(s) will be given notice and an opportunity to  
61 opt their child out of participation of any survey requesting personal information that is not  
62 required by the District.~~

63

### 64 ***Instructional Material***

65

66 A student’s parent(s)/guardian(s) may, within a reasonable time of the request, inspect any  
67 instructional material used as part of their child’s educational curriculum. The term  
68 “instructional material,” for purposes of this policy, means instructional content that is provided  
69 to a student, regardless of its format, printed or representational materials, audio-visual materials,  
70 and materials in electronic or digital formats (such as materials accessible through the Internet).  
71 The term does not include academic tests or academic assessments.  
72

72

### 73 ***Collection of Personal Information from Students for Marketing Prohibited***

74

75 The term “personal information,” for purposes of this section only, means individually  
76 identifiable information including: (1) a student’s or parent’s/guardian’s first and last name, (2) a  
77 home or other physical address (including street name and the name of the city or town), (3)  
78 telephone number, or (4) a Social Security identification number.  
79

79

80 The District will not collect, disclose, or use student personal information for the purpose of  
81 marketing or selling that information or otherwise providing that information to others for that  
82 purpose.  
83

83

84 The District, however, is not prohibited from collecting, disclosing, or using personal  
85 information collected from students for the exclusive purpose of developing, evaluating, or  
86 providing educational products or services for, or to, students or educational institutions such as  
87 the following:  
88

88

- 89 1. College or other post-secondary education recruitment or military recruitment;  
90 2. Book clubs, magazines, and programs providing access to low-cost literary products;  
91 3. Curriculum and instructional materials used by elementary schools and secondary  
92 schools;

- 93 4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or  
94 achievement information about students (or to generate other statistically useful data for  
95 the purpose of securing such tests and assessments) and the subsequent analysis and  
96 public release of the aggregate data from such tests and assessments;  
97 5. The sale by students of products or services to raise funds for school-related or education-  
98 related activities;  
99 6. Student recognition programs.

100  
101  
102  
103

### ***Notification of Rights and Procedures***

104 The Superintendent or designee shall notify students' parent(s)/guardian(s) of this policy as well  
105 as its availability from the administration office upon request; how to opt their child out of  
106 participation in activities as provided in this policy; the approximate dates during the school year  
107 when a survey requesting personal information, as described above, is scheduled or expected to  
108 be scheduled; and how to request access to any survey or other material described in this policy.  
109

110 This notification shall be given parent(s)/guardian(s) at least annually at the beginning of the  
111 school year and within a reasonable period after any substantive change in this policy.

112

113 The rights provided to parent(s)/guardian(s) in this policy transfer to the student when the student  
114 turns eighteen (18) years of age or is an emancipated minor.

115

116 Cross Reference:	<b><u>2060</u></b>	<b><u>Instructional Materials</u></b>
	4040	<b><u>School, Student, Parent, Family and Community</u></b>
		<b><u>Engagement in Education</u></b>
118		<b><u>Student Health Physical Screenings</u></b>
119	<b><u>3410</u></b>	<b><u>Examinations</u></b>
120		

121

122 Legal Reference:	20 U.S.C. 1232h	Protection of Pupil Rights
123	§ 40-6-701, MCA	Interference with Fundamental Parental Rights
124		Restricted ( <i>revised by House Bill 676</i> )
125		

### **Policy History:**

127 Adopted on:	5.8.2012
128 Reviewed on:	10.10.2023
129 Revised on:	

130

131

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.B.3.**

Call To Order/Pledge of Allegiance

Review of Agenda

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Superintendent's Report

General Public Comment

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Adjournment

**Item Title:       Items for Information  
                      3. Policy 3010: 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 5<sup>th</sup> birthday does not occur on or  
10 before September 10 of the school year in which the child registers to enter school. No pupil may be  
11 enrolled in the District if that pupil has reached **their** ~~his or her~~ 19<sup>th</sup> birthday on or before September  
12 10 of the school year in which the child registers to enter school. A waiver of the age limitation may  
13 be requested where there are exceptional circumstances and must be reviewed and approved by the  
14 Board **of Trustees (Board)** in an executive session. The **Board Trustees** may also admit an  
15 individual who has graduated from high school but is not yet 19 years of age even though no special  
16 circumstances exist for waiver of the age provision or a student who is not yet 19 years of age and  
17 experienced educational disruption and was awarded a diploma as a result and seeks access to  
18 reasonable curriculum designed to advance postsecondary success.

19  
20 **Students with disabilities who qualify for special education services may be eligible to continue**  
21 **enrollment in the District until they reach 22 years of age, unless the student has received a**  
22 **regular high school diploma.**

23  
24 The ~~trustees~~ **Board** shall assign and admit a student who is enrolled in a nonpublic or home school  
25 and who meets the age and residency requirements on a part-time basis at the request of the student’s  
26 parents or guardian.

27  
28 *Enrolling Students Under the age of 5 Before September 10 for Exceptional Circumstances*

29  
30 It is the policy of the District to provide enhanced educational opportunities to students under the age  
31 of five (5) when individual exceptional circumstances exist.

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

38  
39 The administration shall present the information to the Board for approval. In presenting the  
40 information to the Board, the administration shall remove all identifying information in order to  
41 protect the privacy rights of the student under state and federal law. The Board shall make the final  
42 decision on the enrollment of students ~~under the District’s exceptional circumstances~~ **in accordance**  
43 **with this** policy.

44  
45 The administration shall include children enrolled pursuant to this policy in the District’s calculation  
46 of average number belonging (ANB) as reported to OPI to the extent allowed by law.

47 The Board of Trustees declares the following to be qualifying “exceptional circumstances” within  
48 the meaning of that term as used in 20-5-101(3) MCA and “special permission” within the meaning  
49 of that term as used in 20-7-117 MCA, that merit waiving the age provisions of 20-7-117 MCA for  
50 qualifying children under 5 years of age:

- 51
- 52 1 A child at least 3 years of age with a disability qualifying the child for services under the  
53 federal Individuals with Disabilities Education Act.
  - 54 2 A child who is 4 years of age or older on or before September 10 of the school year in which  
55 enrollment is to occur who meets one or more of the following:
    - 56 a. Meets the income eligibility guidelines for free or reduced priced meals under the  
57 National School Lunch Program;
    - 58 **b. Is being admitted into an early targeted intervention program;**
    - 59 c. Is Limited English Proficient within the meaning of Title III of the federal  
60 Elementary and Secondary Education Act;
    - 61 d. Is Gifted and Talented within the meaning of that term as used in 20-7-901 MCA;
    - 62 e. Is an enrolled member of a federally recognized American Indian Tribe;
    - 63 f. Is homeless as defined in 42 U.S. Code § 11302, or as determined by the  
64 administration, exhibits other characteristics or lives in circumstances that are  
65 uncommon, unusual, atypical, rare or otherwise distinguished from ordinary or  
66 typical which place the child at risk of failing to achieve at adequate levels,
    - 67 g. Is an at-risk student as defined in Section 20-1-101(4). MCA;
    - 68 h. Child’s status as a member of a military family with prior enrollment.
- 69

70 The administration is authorized to enroll students in a manner consistent with this policy and to  
71 develop procedures to implement this policy.

72  
73 *Entrance – Identity and Immunization*

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

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

84  
85 Students must also provide ~~additional student records including~~ original immunization records **or**  
86 **exemption as required by Montana State Law** within 30 days.

87  
88 A student who transfers from one school district to another may photocopy immunization records in  
89 the possession of the school of origin. The District shall accept the photocopy as evidence of  
90 immunization. When a student enrolls in the Helena School District the school the student left must  
91 send the original immunization records within thirty (30) days after the student has transferred out.

92

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

98  
99 *Placement*

100  
101 The goal of the District shall be to place students at levels and in settings that will enhance the  
102 probability of student success. Developmental testing, together with other relevant criteria,  
103 including but not limited to, health, maturity, emotional stability, and developmental disabilities,  
104 may be considered in the placement of all students. Final disposition of all placement decisions rests  
105 with the Principal subject to review by the Superintendent.

106  
107 If a student is assigned to a school in the District outside of the adopted school boundaries applicable  
108 to that student, this decision is subject to the District's Uniform Grievance Procedure. Upon  
109 completion of these procedures, the Board's decision regarding the assignment is final.

110  
111 *Children of Relocated Military Families*

112  
113 The Board shall assign and admit a child whose parent or guardian is being relocated to Montana  
114 under military orders to a school in the district and allow the child to preliminarily enroll in classes  
115 and apply for programs offered by the District prior to arrival and establishing residency. The  
116 student may attend classes during preliminary enrollment and may receive offsite instruction if not  
117 present in the District.

118  
119 *Transfer Students*

120  
121 Resident students seeking to transfer to a District school will be admitted and placed pursuant to the  
122 terms of this policy. The District will request the student's records from the prior school district  
123 prior to making any final decision on placement.

124  
125 Elementary students shall be placed at their current grade level on a probationary basis for a period  
126 of two weeks. Should any doubt exist with the teacher and/or principal as to grade and level  
127 placement of the student, the student shall be subject to an educational assessment to determine  
128 appropriate grade and level placement.

129  
130 High school students shall be placed according to the number of credits earned in their previous  
131 accredited school districts, subject to Montana Accreditation Rules and Standards and local alternate  
132 procedures for earning credit.

133  
134  
135 Cross References: [Policy 1085](#) [Uniform Grievance Policy](#)  
136 [Policy 2165](#) [Early Literacy Targeted Intervention](#)  
137 [Policy 2090](#) [Credit Transfer Assessment for Placement](#)  
138 [Policy](#)  
139 [Policy 3020](#) [Education of Homeless Youth](#)

140	<a href="#">Policy 3023</a>	<a href="#">Education of Children in Foster Care</a>
141	<a href="#">Policy 3155</a>	<a href="#">Part-time Attendance</a>
142		
143	Legal References:	<a href="#">§ 1-1-215, MCA</a> <a href="#">Residence -- rules for determining.</a>
144		<a href="#">§ 20-5-101, MCA</a> <a href="#">Admittance of child to school</a> (revised by
145		House Bill 946)
146		<a href="#">§ 20-5-403, MCA</a> <a href="#">Immunization requirements</a>
147		<a href="#">§ 20-5-404, MCA</a> <a href="#">Conditional attendance</a>
148		<a href="#">§ 20-5-405, MCA</a> <a href="#">Medical or religious exemption</a>
149		<a href="#">§ 20-5-406, MCA</a> <a href="#">Immunization record</a>
150		<a href="#">§ 20-5-502, MCA</a> <a href="#">Enrollment by caretaker relative -- residency</a>
151		<a href="#">-- affidavit</a>
152		<a href="#">§ 20-7-117, MCA</a> <a href="#">Kindergarten and preschool programs</a>
153		<b><a href="#">§ 20-7-1801, et seq, MCA</a> <a href="#">Early Literacy Targeted Interventions</a></b>
154		<a href="#">§ 44-2-511, MCA</a> <a href="#">School enrollment procedures for missing</a>
155		<a href="#">children</a>
156		<a href="#">10.55.701, ARM</a> <a href="#">Board of Trustees</a>
157		<a href="#">10.55.906, ARM</a> <a href="#">High School Credit</a>
158		<a href="#">10.16.3122, ARM</a> <a href="#">Local Education Agency Responsibility for</a>
159		<a href="#">Students with Disabilities</a>
160		<a href="#">Individual with Disabilities Act Federal Rehabilitation Act 1973</a>
161		<a href="#">National School Lunch Act (Public Law 396, 79<sup>th</sup>-congress, chapter 281,</a>
162		<a href="#">2<sup>nd</sup>-session)</a>
163		<a href="#">Title III, ESEA (English Language Acquisition, Language Enhancement</a>
164		<a href="#">and Academic Achievement Act</a>
165		<a href="#">McKinney Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July</a>
166		<a href="#">22, 1987, 101 Stat. 482, U.S.C. §11301 et seq)</a>
167		<b><a href="#">House Bill 352</a> <a href="#">Targeted Interventions to Support 3<sup>rd</sup>-Grade</a></b>
168		<b><a href="#">Reading Proficiency</a></b>
169		
170		
171	<u>Policy History:</u>	
172	Adopted on:	2.12.2013
173	Revised on:	10.8.2013, 12.10.2019, 10.11.2022, 6.13.2023,
174		2.13.2024
175		

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.B.4.**

Call To Order/Pledge of Allegiance

Review of Agenda

Recognitions

Superintendent's Report

General Public Comment

Items for Information-Facilities Bond Projects Updates

Items for Information

Consent Action Items

Items For Action

Reports

Upcoming Meetings

Board/Superintendent Comments

Adjournment

**Item Title:       Items for Information  
                      4. Policy 3141: Nonresident Student Enrollment**

2  
3 **STUDENTS**

4  
5 Nonresident Student Enrollment

6  
7 For the purposes of this policy, except as provided in Section 20-9-707, MCA, a student’s district  
8 of residence must be determined on the basis of the provisions of Section 1-1-215, MCA.

9  
10 Mandatory Nonresident Enrollment for Extenuating Circumstances

11  
12 The District shall enroll a student who resides outside of the District whenever the extenuating  
13 circumstances listed in Section 20-5-321, MCA exist.

14  
15 Nonresident Enrollment with No Extenuating Circumstances

16  
17 Beginning with enrollment for the 2024-2025 school year, whenever the extenuating  
18 circumstances listed in Section 20-5-321, MCA do not exist and mandatory enrollment of a  
19 student who resides outside the District is not required, the District may enroll the nonresident  
20 student at the request of the student’s parent(s)/guardian(s) as specified in this policy.

21  
22 The District shall serve children who are residents of the district and nonresident children  
23 seeking mandatory enrollment for extenuating circumstances prior to enrolling nonresident  
24 students seeking to apply when extenuating circumstances do not exist.

25  
26 Applications for enrollment of out-of-district students must be submitted to the District for  
27 consideration for enrollment for the fall semester in the subsequent school year no later than June  
28 1; an out-of-district student enrolled before the fall semester shall be considered to be enrolled  
29 for the entirety of the school year. Applications for enrollment of out-of-district students must be  
30 submitted to the District for consideration for enrollment for the spring semester in the  
31 subsequent school year by November 15. All applications shall be submitted using the forms [K-  
32 12 Student Out-of-District Transfer Request \(HPS form\) and the Out-Of District  
33 Attendance Agreement \(OPI form FP-14.1\) Both forms can be found on the District  
34 webpage](#) found at Policy 3141F as developed by the Superintendent of Public Instruction. For  
35 planning purposes, late applications will be accepted only at the Superintendent or designee’s  
36 discretion and shall only be considered in extreme and extenuating circumstances.

37  
38 **An eligible child who is not a resident of the District may be accepted by the District to  
39 participate in a summer jumpstart program without an out-of-district attendance  
40 agreement and without the payment of tuition.**

41  
42 Nonresident students must reapply for admission each school year. Admission in one school  
43 year does not infer or guarantee admission in subsequent years. Nonresident students who were  
44 accepted prior to the 2024-2025 school year will be grandfathered but must complete Form  
45 3141F annually and must remain in good standing.

47 Each application shall be assigned a unique number distinct from a student identification number  
48 that does not disclose a student’s personally identifiable information consistent with Policy ~~3600-~~  
49 **2600, Student & Family Privacy Rights.** Within 10 days of **receipt of** the initial application for  
50 an agreement, the District shall notify the parent(s)/~~or~~ guardian(s) of the child and district of  
51 residence involved in the out-of-district attendance agreement of the anticipated date for  
52 approval or disapproval of the agreement.  
53

54 The Board of Trustees (Board) authorizes the Superintendent to review the applications for  
55 nonresident enrollment consistent with this policy and Section 20-5-320, MCA. Not more than  
56 30 days following the application deadline, the Superintendent shall submit a list of students to  
57 the Board of Trustees who applied for enrollment along with recommendations for or against  
58 approval for each applicant. The Board of Trustees shall make the decision to approve or deny  
59 requests for nonresident enrollment during a meeting of the Board. If individual application  
60 review is needed, that review shall be considered during a closed session consistent with Policy  
61 1065, **Board Meetings** and after giving prior required notice to the parent(s)/guardian(s) of the  
62 anticipated review. Any motion on an application shall be made in open session referring to the  
63 distinct application number.  
64

65 In reviewing and determining whether to approve an application for attendance by a nonresident  
66 child, the Superintendent or designee shall recommend for approval and ~~the Board of Trustees~~  
67 shall approve the application unless approval of the application will negatively impact the quality  
68 of education for resident pupils by grade level, by school, or in the District in the aggregate in  
69 one or more of the following ways:  
70

- 71 1. The approval would result in exceeding limits of:  
72 a. Building construction standards pursuant to Title 50, chapter 60, MCA;  
73 ~~b.~~ Capacity and ingress and egress elements, either by individual room or by school  
74 building, of any fire code authorized by Title 50, chapter 3; ~~or~~  
75 c. Evacuation elements of the district’s adopted school safety plan; **or**  
76 d. **Maximum student contract hours for a teacher of the class or maximum class**  
77 **sizes under accreditation standards of the Board of Public Education.**  
78

79 The Board authorizes the Superintendent to coordinate with the local fire marshal, law  
80 enforcement, health department, and first responders when developing standards under  
81 this Subsection 1. Findings shall be adopted by the Board in the District’s Strategic Goals  
82 Plan and/or the District’s Long Range Facility Plan.  
83

- 84 2. The approval would impede meeting goals, standards, or objectives of quality education  
85 adopted by the Board in the District’s Strategic Goals Plan or plan for continuous  
86 improvement required **under the rules adopted by the Board of Public Education.**  
87  
88 3. The approval would risk jeopardizing the educational quality adopted by the Board in the  
89 District’s Strategic Goals Plan or plan for continuous improvement because the  
90 nonresident child who is applying was:  
91 a) Truant as defined in Section 20-5-106, MCA, in the last school district attended;  
92 b) Expelled by another school district at any time; or

- 93 c) Suspended in school or out of school in any another school district in which the  
94 nonresident student was enrolled in any of the 3 school fiscal years preceding  
95 the school fiscal year for which attendance is requested. This Subsection C does  
96 not apply to a student who is eligible for special education or related services.  
97

98 Review and consideration of applications and the records of applicants as well as decisions  
99 regarding admission cannot be inconsistent with District policies regarding nondiscrimination. In  
100 the event the District receives more applications than the District can accommodate, the District  
101 shall prioritize applications on the basis of the quality of education for students who are residents  
102 of the district of attendance as defined by the District's Strategic Goals Plan. This priority may  
103 include applications from students whose parent(s)/guardian(s) are at least .75 FTE employees  
104 of the District and employees of the District's contracted transportation and food service  
105 provider who are scheduled at least 20 hours per week, as well as students with siblings who are  
106 currently enrolled in the District as nonresident students. This priority is specifically established  
107 and shall be implemented on a rational basis to provide a quality education to students enrolled  
108 in the District. The District may also prioritize applications based on the anticipated obligations  
109 of resident taxpayers.  
110

111 Within 10 days of approval or disapproval of an application for non-resident enrollment, the  
112 District shall provide copies of the approved or disapproved attendance agreement to the  
113 parent(s)/or-guardian(s) and to the district of residence. In the case of a disapproval, the District  
114 shall provide the specific allowable reason for the disapproval consistent with this policy and  
115 supporting documentation.  
116

117 For an approved application and out-of-district attendance agreement the District shall provide a  
118 copy of the completed agreement to the county superintendent of schools of the county of  
119 residence, county superintendent of schools of the county of attendance, and the Superintendent  
120 of Public Instruction. Whenever a student enrolls in and attends a school outside of the student's  
121 district of residence under the provisions of this policy, by July 15 following the year of  
122 attendance, the district of attendance shall notify the district of residence of any financial  
123 obligation under Section 20-5-323, MCA.  
124

125 If an out-of-district attendance agreement is disapproved or no action is taken, the parent(s)/or  
126 guardian(s) may appeal the disapproval or lack of action in accordance with Montana law.  
127 ~~Unless otherwise agreed by the district of residence and the district of attendance, the family of a~~  
128 ~~nonresident child whose application for attendance has been approved is responsible for~~  
129 ~~transportation of the child and the child is not an eligible transportee as defined in Section 20-10-~~  
130 ~~101, MCA. The district of attendance may discretionarily provide transportation pursuant to~~  
131 ~~Section 20-10-122, MCA.~~  
132

133 **An out-of-district student may not be enrolled for remote instruction unless the student is**  
134 **physically attending a school or offsite instructional setting pursuant to an out-of-district**  
135 **attendance agreement. An out-of-district student may be accepted to participate in a**  
136 **remote instruction course without an out-of-district agreement when the student's district**  
137 **of residence does not provide remote or in-person instruction in an equivalent course.**  
138

139 **The out-of-district attendance agreement shall address any transportation obligations of**  
 140 **either the district of attendance or the district of residence required by law.**  
 141  
 142

143	Reference:	1065	Board Meetings
144		2040	Special Education <b><u>and Accommodations</u></b>
145		<b><u>3000</u></b>	<b><u>Equal Educational Opportunities</u></b>
146		3010	<b><u>School Admissions:</u></b> Entrance, Placement, and
147			Transfer
148		3020	Education of Homeless Children
149		3022	Children of Military Families
150		3023	Education of Children in Foster Care
151		3210	<del>Equal Education, Nondiscrimination and Sex Equity</del>
152		3600	<del>Student Records</del>
153		<b><u>3085</u></b>	<b><u>Transfer of Student Records</u></b>

156	Legal Reference:	§ 1-1-215, MCA	Residence – rules for determining
157		§ 20-5-314, MCA	Reciprocal attendance agreement with adjoining
158			state or province
159		§ 20-5-320, MCA	Out-of-district attendance by parent or guardian
160			request with no extenuating circumstances.
161		§ 20-5-321, MCA	Attendance with mandatory approval – tuition and
162			transportation
163		§ 20-5-322, MCA	Residency determination – notification – appeal for
164			attendance agreement
165		§ 20-5-323, MCA	Tuition and transportation rates
166		§20-5-324, MCA	Tuition payment provisions – state obligations –
167			district obligations – financing -- reporting
168		<b><u>§20-7-118, MCA</u></b>	<b><u>Remote Instruction</u></b>
169		§20-9-707, MCA	Agreement with Montana youth challenge program
170			or accredited Montana job corps program
171		10.10.301B, ARM	Out-of-District Attendance Agreements
172		10.55.712, ARM	Class Size Elementary
173		10.55.713, ARM	Teacher load and class size – high school, <b><u>junior</u></b>
174			<b><u>high, middle school, and grades 7 and 8 funded</u></b>
175			<b><u>at high school rates</u></b>

178	<b><u>Policy History:</u></b>	
179	Adopted on:	04.09.2024
180	Revised on:	
181	Reviewed on:	

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.B.5.**

Call To Order/Pledge of Allegiance

Review of Agenda

Recognitions

Superintendent's Report

General Public Comment

Items for Information-Facilities Bond Projects Updates

Items for Information

Consent Action Items

Items For Action

Reports

Upcoming Meetings

Board/Superintendent Comments

Adjournment

**Item Title:           Items for Information  
                          5. Policy 7057: Use of Automated External Defibrillation**

2  
3 OPERATIONAL SERVICES

4  
5 Use of Automated External Defibrillation

6  
7 An Automated External Defibrillator (AED) will be available to faculty, staff, and  
8 students in case of a sudden cardiac arrest. The District will establish an AED Program  
9 in accordance with the standards established by the Montana Department of Public  
10 Health and Human Services (Department). The District will comply with all other  
11 requirements for AED implementation set forth by the Department.

12  
13 As part of the AED program, the District will identify and train AED providers. All  
14 AED-certified staff must maintain current certification. Use of the AED will be in  
15 accordance with § 50-6-505, MCA **and subject to the following conditions:**

- 16  
17 1. **Provide written notice of where the AED is placed (or to be placed) to the**  
18 **emergency medical service providing services in the area;**
- 19 2. **Maintain, test, and operate the AED according to the manufacturer’s**  
20 **guidelines and maintain written records of all maintenance and testing**  
21 **performed on the AED; and**
- 22 3. **Each time an AED is used for an individual in cardiac arrest, require that an**  
23 **emergency medical service is summoned to provide assistance as soon as**  
24 **possible**

25  
26 The District retains the discretion to use reasonable care and judgment in determining the  
27 location and number of AED units that may be available at building sites.

28  
29 **Liability Limitations**

30  
31 **An individual who provides emergency care or treatment by using an AED in**  
32 **compliance with this policy and an individual providing cardiopulmonary**  
33 **resuscitation to an individual upon whom an AED is or may be used are immune**  
34 **from civil liability for a personal injury that results from that care or treatment.**

35  
36 **An individual who provides emergency care or treatment by using an AED in**  
37 **compliance with this policy and an individual providing cardiopulmonary**  
38 **resuscitation to an individual upon whom an AED is or may be used are immune**  
39 **from civil liability as a result of any act or failure to act in providing or arranging**  
40 **further medical treatment for the individual upon whom the AED was used, unless**  
41 **the individual using the AED or the person providing CPR, as applicable, acts with**  
42 **gross negligence or with willful or wanton disregard for the care of the person upon**  
43 **whom the AED is or may be used.**

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Legal References:	§ 50-6-501, MCA	Definitions
	<u>§ 50-6-502, MCA</u>	<u>AED program – requests for AED</u>
		<u>use</u>
	<u>§ 50-6-503, MCA</u>	<u>Rulemaking</u>
	<u>§ 50-6-505, MCA</u>	<u>Liability limitations</u>
	37.104.601, ARM, et.al.	Automated External Defibrillators (AED)

Cross References:

Policy History:

Adopted on: 8.11.2015

Revised on:



2  
3 NON-INSTRUCTIONAL OPERATIONS

4 Transportation

5  
6 Helena School District ~~No. 1~~ may provide school-to-home transportation for eligible students as  
7 defined in Section 20-10-101, MCA., and for other qualifying students who reside less than three  
8 miles and outside of the established walk zone from the school of attendance as established by  
9 the district. District provided transportation may be provided by bus or individual transportation  
10 contract at the discretion of the District.

11  
12 At the discretion of the District, students not eligible under Section 20-10-101, MCA. may utilize  
13 bus transportation when space is available on existing bus routes.

14 The Superintendent shall provide operational procedures for transportation services; including  
15 but not limited to inclement weather, student code of conduct on the bus, student safety,  
16 eligibility and related transportation items within the Student-Parent handbook which shall be  
17 reviewed and updated annually.

18 **Transportation of Students with Disabilities**

19 **Transportation shall be provided as a related service, when a student with a disability**  
20 **requires special transportation in order to benefit from special education or to have access**  
21 **to an appropriate education placement. Transportation is defined as:**

22 (a) **Travel to and from school and between schools;**

23 (b) **Travel in and around school buildings or to those activities that are a regular part of**  
24 **the student’s instructional program;**

25 (c) **Specialized equipment (such as special or adapted buses, lifts, and ramps) if**  
26 **required to provide transportation for a student with disabilities.**

27  
28 **The student’s Individualized Education Program (IEP) will determine, on an individual**  
29 **basis, when a student with a disability requires this related service.**

30 **The District shall transport a student with a disability who is entitled to transportation as a**  
31 **related service in accordance with Montana law.**

36	Legal References:	<b><u>§ 20-5-323, MCA</u></b>	<b><u>Tuition --transportation</u></b>
37		§ 20-10-101 MCA	Definitions
38		<b><u>§ 20-10-102, MCA</u></b>	<b><u>School bus requirements</u></b>
39		§ 20-10-121 MCA	Duty of trustees to provide transportation –
40			types of transportation – bus riding time
41			limitation
42		§ 20-10-122 MCA	Discretionary provision of transportation
43			and payment for this transportation
44		§ 20-10-123 MCA	Provision of transportation for nonpublic
45			school children
46		<b><u>§ 20-10-124, MCA</u></b>	<b><u>Private party contract for transportation</u></b>
47			<b><u>– individual transportation contract</u></b>
48		10.7.101, et seq., ARM	Pupil transportation
49		<b><u>10.16.3820. ARM</u></b>	<b><u>Transportation for Special Education</u></b>
50			<b><u>Students with Disabilities</u></b>

51

52 Cross Reference: **3050 Student Discipline**

53

54 Policy History:

55 Adopted on: 3.11.2014

56 Revised on: 9.3.2024

57

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.C.1. - C.6.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items For Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items For Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

- Item Title:        Consent Action Items**
- 1. Personnel Actions**
  - 2. Warrants**
  - 3. Approval of FY 2025-26 Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)**
  - 4. 1/13/26 Board of Trustees Full Board Meeting Minutes**
  - 5. 1/16/26 Board of Trustees Special Board Meeting Minutes**
  - 6. 1/22/26 Board of Trustees Work Session Meeting Minutes**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

**PERSONNEL ACTIONS**

January 14, 2026 – February 10, 2026

**CERTIFIED PERSONNEL**

**Appointments**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Offered Salary</u></b>	<b><u>Accepted Salary</u></b>	<b><u>Start Date</u></b>
CHS/English	Claeys, Marley	\$256.36/day	\$256.36/day	01/26/2026
TBD/Special Education-Resource	Lund, Damian	\$62,752.94/year	\$62,752.94/year	08/14/2026
Broadwater-Central/School Nurse	Maynard-Hahn, Tegan	\$327.39/day	\$327.39/day	02/09/2026
TBD/Special Education-Resource	Menotti, Anna	\$57,150.00/year	\$57,150.00/year	08/14/2026
CHS/Health-Physical Education	Munsinger, Kylie	\$256.36/day	\$256.36/day	01/16/2026
Smith/Montessori	Shark, Sydney	\$256.36/day	\$256.36/day	01/26/2026
HHS/Part-time (.50 FTE) HiSET Teacher	Spencer, Kyle	\$128.18/day	\$128.18/day	02/05/2026

**Terminations/Retirements**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Reason</u></b>	<b><u>Effective</u></b>
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**Leaves**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Term</u></b>	<b><u>Type of Leave</u></b>
HMS/Health & Physical Education	Dalton, Kahlee	2026-2027 SY	LOAWOP
Broadwater/Grade Three	Sichelstiel, Jessica	2026-2027 SY	LOAWOP
CHS/Special Education-Resource	Buska, Cassandra	2026-2027 SY	LOAWOP

**CLASSIFIED PERSONNEL**

**Appointments**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Offered Salary</u></b>	<b><u>Accepted Salary</u></b>	<b><u>Start Date</u></b>
CHS/General Secretary	Black, Kennedy	\$18.93/hr.	\$18.93/hr.	01/21/2026
Smith/KinderSprouts Para Educator	Napoletano, Christina	\$15.50/hr.	\$15.50/hr.	02/17/2026
HMS/Para Educator	O'Reilly, Kelly	\$16.15/hr.	\$16.15/hr.	01/21/2026

**Terminations/Retirements**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Reason</u></b>	<b><u>Effective</u></b>
SSC/Adaptive PE Para Educator	Duke, Karyn	Retirement	06/09/2026
CRA/Para Educator	Erickson, Chandra	Retirement	06/09/2026
Jim Darcy/Para Educator	Kennedy, Alyssa	Resignation	02/04/2026
Central/Evening Custodian	Price, Wyatt	Separation	02/02/2026
Bryant/Para Educator	Reed, Stephanie	Resignation	02/03/2026

**Leaves**

<b><u>Location/Assignment</u></b>	<b><u>Name</u></b>	<b><u>Term</u></b>	<b><u>Type of Leave</u></b>
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**SUPPLEMENTARY CONTRACT ASSIGNMENT**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Salary</u></b>	<b><u>Start Date</u></b>	<b><u>End Date</u></b>	<b><u>Location</u></b>
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# Helena School District #1

## Warrants January 1 to 31, 2026

Direct Deposits: \$3,425,835.58

Payroll Warrants: 70132442-70132467

Payroll Deduction: 69307565-69307588

Non-Check Payroll Deductions: \$ 5,429,852.15

Non-Check Accts Payable Deductions: \$ 150,486.62 \*\*Allegiance Payment Not Included

Non-Check Accts Payable Deductions- HHS Extracurricular: \$0

Claim Warrants: 69307274-69307676

HMS Middle School Student Activity Checks: 8819-8822

CRA Middle School Student Activity Checks: 17499-17502

Capital High Student Activity Checks: 25224-25243

Helena High Student Activity Checks: 37216-37256

Cancelled Warrants: \$2882.00

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 \_\_\_\_\_

**FY 2025-26 Out-of-District Attendance Agreements**  
 (Out-of-District Students Attending Helena School District)

**Febraury 10th, 2026**

**Discretionary Attendance Approvals:**

Grade	District of Residence	Address	School of Attendance
6	Trinity Elementary	Helena, MT 59602	CR Anderson
2	East Helena K-12	East Helena, MT 59635	Bryant
4	Trinity Elementary	Helena, MT 59602	Broadwater
9	Jefferson High School	Clancy, MT 59634	Helena High School
9	Jefferson High School	Jefferson City, MT 59638	Capital High School
10	Jefferson High School	Jefferson City, MT 59638	Capital High School
10	Jefferson High School	Clancy, MT 59634	Capital High School
11	Jefferson High School	Clancy, MT 59634	Capital High School
9	Jefferson High School	Clancy, MT 59634	Helena High School
11	East Helena K-12	East Helena, MT 59635	Capital High School

**Mandatory Attendance Approvals:**

Grade	District of Residence	Address	School of Attendance
4	Stevensville Public Schools	Polson, MT 59860	Warren

**Running Total of FY 2025-26 Out-of-District Attendance Agreements**  
 (Out-of-District Students Attending Helena School District)

Grade	Address																							Total				
	East Helena	Helena	Clancy	Montana City	Jefferson City	Basin	Wolf Creek	Boulder	Elliston	Trinity	Wolf Point	Dillon	Billings	Chester-Joplin	Inverness	Missoula	Great Falls	Butte	Townsend	Superior	Winston	Ronan	Whitehall		Canyon Creek	Glendive	Lame Deer	Stevensville
Ksprouts	6		1	1						8																		16
K	8		1	1						9																		19
1	6						1			17																		24
2	9		1							11																		21
3	6		1							12																		20
4	3			1						14																	1	20
5	7		1							11	1		1		1												1	23
6	5	1		3						13		1						1						1				27
7	3	2	1	1						4	1							1		1								14
8	3	1	3	1		1				7									2									18
9	8		23	2	4									1					1									39
10	3		23		1							1					1											29
11	10	1	18	1					1										2									33
12	13		24	1	5				1																			44
	90	5	97	12	10	1	1	2	3	106	2	2	1	1	1	2	1	5	1	0	0	0	1	1	1	1	1	347

Last Updated: 2/5/2026 8:28



**Superintendent**

Rex Wertz  
324-2001

**Business Director**

Sam Holman  
324-2040

## Board of Trustees Meeting

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

**Tuesday, January 13, 2026**  
5:30 p.m.

### MINUTES

**ATTENDANCE – Present unless otherwise noted.**

Jennifer McKee, Chair  
Jennifer Walsh, Vice Chair  
Siobhan Hathhorn, Trustee  
Linda Cleatus, Trustee  
Janet Armstrong, Trustee  
Keith Meyer, Trustee  
Kay Satre, Trustee  
Jenny Murnane Butcher,  
Trustee  
Brock Gardipee, Helena High School Student Representative for the Board of Trustees  
Delaney Lynch, Capital High School Student Representative for the Board of Trustees  
Rex Wertz, Superintendent  
Josh McKay, Assistant Superintendent  
Sam Holman, Business Director  
Todd Verrill, Facilities Director  
Keri Mizell, Human Resources Director  
Gary Myers, Director of Educational  
Technology  
Justine Alberts, Assistant Superintendent  
Lona Carter, Student Health Services and Special Education Director  
Taylor Lassiter, Communications Specialist  
Jane Shawn, HEA President  
Tim Meldrum, SMA Architecture & Design  
Several Representatives from Slate & RTA Architecture  
Several Representatives from Mosaic Architecture and Cushing Terrell  
Jim Kerins, CMS  
Many guests of the public as well as Helena School District staff

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

Board Vice Chair Jennifer Walsh called the meeting to order at 5:30 p.m., and the Board participated in the Pledge of Allegiance.

## **II. REVIEW AGENDA**

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

The Board of Trustees then moved on to hear the Superintendent's Report from Superintendent Weltz.

## **III. SUPERINTENDENT'S REPORT**

Superintendent Weltz presented his Superintendent's Report to the Board of Trustees and discussed topics including, but not limited to:

**Support** – Project for Alternative Learning – Family – Friends

### **Recognitions**

- I would like to extend heartfelt thanks to all our staff and students for their incredible efforts in supporting our community and students this holiday season. Through food drives, toy collections, fundraisers, and various service projects, their generosity has made a meaningful impact on those in need. We are truly grateful for their dedication to making this time of year brighter for others. In addition to helping families in need, these annual projects allow our students to experience the joy of giving and to plant the seeds of community spirit.
- Winter Music Programs Appreciation
- January-School Board Recognition Month
- January-Law Enforcement Appreciation Month
- Thank you to Callie Aschim & the Chamber of Commerce for hosting Community Outreach: Brews & Blueprints. The next event will be February 25 at 5:30 p.m. at Brothers Tapworks
- Valley of Gold Speech & Debate Tournament Coaches and Volunteer Judges
- Congratulations to our newly certified National Board Teachers
- Facilities Team Commended for Districtwide Wind Storm Cleanup
- Other

### **New Business**

- Montana's Innovative Educational Program (IEP) Tax Credit
  - Forms due by January 20
- Kindergarten registration for Fall 2026 opened January 7
- Mount Ascension Charter School Preliminary Registration form closes January 21
- Facilities Bond Projects –
  - Bond Update
  - HHS/PAL Precedent Tour - Spokane, Washington - December
  - KESS Precedent Tour - Spokane, Washington - January
  - Bond/Construction/Facility Meetings
    - Owner's Rep
  - HHS Project

- CHS Project
- KESS Project
- GCCM RFQ/RFP Schedule
  - Dick Anderson Construction selected as GCCM for HHS
  - CHS Recommendation and Board Approval
- “Grow Our Own” Initiative Update
  - Para-to-Teacher
  - Teacher (Staff) to Leadership
- CMS Ongoing Work –
  - Compensation Philosophy
  - Pay Plan Rules
  - Independent and Administrative Salary Matrix
  - Activity/Athletic Coaching Compensation Market Analysis
- District Academic Focus Work – 2026-2027
  - Academic Performance Indicators and Targets
  - Data Dashboard
  - Behaviors and Academic Growth
- Bridged Health Alliance – Ongoing Discussions
- Early Retirement Teacher and Administrator Incentive Initiative Update
- Cell Phone Ongoing Discussion and Planning
- Copy/Print Center Equipment Lease Contracts and Efficiency Upgrades
- National Conference on Education – Nashville
  - Assistant Superintendents & Superintendent
  - February 12-14
- Early Discussions – Facilities – RFP with Front Street Learning Center Post-PAL Relocation
- Transportation Facility Planning – New District Facility
  - Within City Limits
  - Route Mileage Decrease
- Hawthorne Elementary & MBC RFP Updates
- Dr. Plucker Gifted & Talented Program Review
- Ameresco Energy Audits Across the District (Elementary)
  - Energy Savings
  - Researching Facility Upgrades
- Preplanning and Strategic Monitoring of Washington, D.C. as January 30 Draws Near – Possible Disruption with Another Shutdown
- No School January 19 & 26
- Other

### **Outreach/Meetings**

- AA Superintendents Weekly Meeting
- CHS GCCM RFP/RFQ Submission Review and Interviews
- Bond/Construction/Facility Meetings
  - Owner’s Rep
  - Bond
  - Bond Finance
  - HHS Project - Architect Team & Construction Team

- CHS Project - Architect Team
- KESS Project - Architect Team
- New Kessler School Community Engagement Meeting
- Rotary Club Presentation
- Chamber of Commerce
- Community Outreach – Brews & Blueprints
- Board Leadership
- Legal Counsel
- DA Davidson Discussions
- HEA
- HEF
- HEF Executive Committee
- Parent Advisory Committee
- Teacher Advisory Committee
- Health Benefits Committee
- Helena Food Share
- Cabinet & Leadership
- TV, Print, Radio, and Media
- Meeting with Architectural Firm – Interview Debrief
- Other

That concluded the Superintendent’s Report portion of the agenda. Superintendent Weltz responded to questions from the Board of Trustees, after which the trustees proceeded to hear general public comment.

#### **IV. GENERAL PUBLIC COMMENT**

Ms. Amanda Osborne provided general public comment. Ms. Osborne is a parent of students in the district. Ms. Osborne’s general public comment addressed several key topics, including but not limited to the following: her support for a clear and comprehensive cell phone ban in schools that requires physical separation from personal devices; her encouragement for the Board to focus discussion on implementation strategies rather than debating whether cell phones should be allowed; and her belief, based on research and examples from other states and districts, that smartphones negatively impact the learning environment. She emphasized the importance of providing focused instructional time, particularly for at-risk students, and cited reported improvements in school climate and student engagement following the implementation of cell phone restrictions elsewhere.

The Board of Trustees proceeded to hear the Facilities Bond Projects Updates.

## V. NEW BUSINESS

### A. Items for Information - Facilities Bond Projects Updates

1. **Helena High Campus Update**
  - a. **Helena High School**
  - b. **Project for Alternative Learning (PAL)**
  - c. **District Kitchen**
  - d. **Competition Stadium**

Mr. Tim Meldrum of SMA provided an update on the Helena High School campus project, highlighting progress on the draft site master plan, schematic design, and space-blocking studies. He explained how key program areas—including CTE spaces, performing arts facilities, gyms, academic classrooms, and specialized PAL spaces—are being thoughtfully arranged to support both functionality and a positive learning environment, while maximizing natural light, circulation, and maintainability. Feedback from educators informed the selection of a centralized commons space, ensuring usability and collaboration. Mr. Meldrum also noted plans for a districtwide digital dashboard to provide ongoing, transparent updates on design and construction progress.

Mr. Meldrum addressed questions from the Board of Trustees regarding the information presented.

2. **Capital High School Update**

Representatives from Slate and RTA Architecture provided an update on the Capital High School design process. They discussed progress in analyzing the existing building, including departmental layouts, classroom utilization, and shop equipment needs, to inform programming and ensure equitable learning environments. The architects also reviewed the Design Advisory Group (DAG) process, noting robust participation from community members, parents, teachers, and students, including “day in the life” exercises to identify operational pinch points and opportunities. Preliminary site concepts and massing studies were presented to the DAG, with feedback guiding the selection and refinement of a preferred design. The team emphasized that upcoming schematic design work will incorporate DAG input alongside continued collaboration with district staff to finalize a functional, efficient, and flexible campus design.

Representatives from Slate and RTA Architecture addressed questions from the Board of Trustees regarding the information presented.

3. **Kessler Elementary School Update**

Representatives from Mosaic Architecture and Cushing Terrell provided an update on the Kessler Elementary School design process. They reviewed the district’s established guiding principles—including designing for the whole child, integrating technology, creating adaptable and breakout learning spaces, promoting community use, and fostering healthy, sustainable environments—and discussed how these are being applied specifically to Kessler. The team highlighted extensive qualitative and quantitative engagement with teachers, staff, students, and the community, including classroom programming meetings, site assessments, and discussions to understand the school’s culture, educational goals, and functional needs. Input from these sessions emphasized the

importance of inclusivity, student belonging, and a family-oriented school culture, which will inform both educational programming and the building’s design. The team also addressed site considerations, including topography, stormwater management, and modular placement, and noted that programming work will continue with a February deliverable. They concluded by sharing insights from student engagement activities, which reinforced the value of personal expression, performance, and opportunities for students to contribute to the school community.

Representatives from Mosaic Architecture and Cushing Terrell addressed questions from the Board of Trustees regarding the information presented.

#### 4. **GCCM RFQ/RFP Timeline**

- a. **Helena High School**
- b. **Capital High School**
- c. **Kessler Elementary School**

Superintendent Wertz provided an update on the GCCM RFQ/RFP process. Dick Anderson Construction was approved as the GCCM for Helena High School, and a kickoff meeting was held with SMA, Facilities, Sodexo, and the Owner’s Representative to establish expectations and alignment. A representative from Dick Anderson Construction, Bob Heberly, was present and provided a brief introduction and overview of the company’s current support role with the design teams. A recommendation for the Capital High School GCCM will be presented at a Special Board Meeting, followed by a kickoff meeting with Slate Architecture. Advertisements for the Kessler Elementary GCCM have been released, with screenings and interviews underway and selection anticipated by February 6.

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

#### **B. Consent Action Items**

1. Personnel Actions
2. Warrants
3. Approval of FY 2025-26 Out-of-District Attendance Agreements (Non-Resident Students Attending HPS)
4. Acknowledge FY 2025-26 Out-of-District Attendance Agreements (Helena Resident Students Attending Other School Districts)
5. 12.9.25 Board of Trustees Full Board Meeting Minutes

Board Vice Chair Jennifer Walsh commented, “At this point, I would entertain a motion to approve the *Consent Action Items* as presented.”

**Motion:** Trustee Siobhan Hathhorn moved to approve the *Consent Action Items* as presented. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 8-0; motion carries unanimously.

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

### **C. Items for Action**

#### **1. Consideration of the Approval of Pay Plan Rules**

Ms. Keri Mizell, Human Resources Director, and Jim Kerins with CMS presented action item 1, *Consideration of the Approval of Pay Plan Rules* to the Board of Trustees.

##### **Background:**

Pay Plan Rules establish a structured framework to ensure consistency, transparency, and fiscal responsibility in compensation practices. These rules support the uniform administration of employee compensation for employees not covered by a collective bargaining agreement (independent employees) across the District, while aligning pay practices with available funding and the District's strategic workforce goals. The Pay Plan Rules are intended to provide clear guidance for compensation decisions, promote equitable treatment of employees, and support responsible financial planning. The District engaged Communication Management Services (CMS), LLC, to support the development of formal Pay Plan Rules. A Steering Committee met on November 17, 2025, and December 18, 2025, to review the benefits of formalized pay plan rules, solicit feedback, and finalize the proposed Pay Plan Rules for District consideration.

##### **Superintendent recommendation:**

Approve the adoption of the Pay Plan Rules.

Mr. Kerins addressed questions from the Board of Trustees regarding the information presented.

Board Vice Chair Jennifer Walsh commented, "At this point, I would entertain a motion to approve action item 1, *Consideration of the Approval of Pay Plan Rules*."

**Motion:** Trustee Linda Cleatus moved to approve the action item, *Consideration of the Approval of Pay Plan Rules*. Trustee Siobhan Hathhorn seconded the motion.

**Public Comment:** None.

**Vote:** 8-0; motion carries unanimously.

#### **2. Consideration of the Approval of the Transition to a New Salary Matrix for Independents**

Ms. Keri Mizell, Human Resources Director, and Mr. Jim Kerins with CMS, presented action item 2, *Consideration of the Approval of the Transition to a New Salary Matrix for Independents*, to the Board of Trustees.

Background:

The current salary matrix for independent (non-represented) employees contains inconsistencies in the percentage increases between steps and grades. Over time, these inconsistencies have created challenges related to logical salary progression and long-term budget forecasting. The proposed salary matrix developed by Communication and Management Services (CMS), LLC, aligns with the District's compensation philosophy, specifically the principles of equity and transparency, budgetary discipline, and consistency in employment actions. Placement of independent employees on the new salary matrix will be based on their current pay. Employees' salaries will generally increase as part of the transition, with expanded earning potential under the new structure. The anticipated fiscal note is \$35,000 for implementation for the 25-26 fiscal year.

Superintendent recommendation:

Approve the transition to a new salary matrix for independent employees effective July 1, 2025.

Mr. Kerins addressed questions from the Board of Trustees regarding the information presented.

Board Vice Chair Jennifer Walsh commented, "At this point, I would entertain a motion to approve action item 2, *Consideration of the Approval of the Transition to a New Salary Matrix for Independents.*"

**Motion:** Trustee Kay Satre moved to approve action item 2, *Consideration of the Approval of the Transition to a New Salary Matrix for Independents.* Trustee Janet Armstrong seconded the motion.

**Public Comment:** None.

**Vote:** 8-0; motion carries unanimously.

### 3. Consideration of the Approval of Districtwide Boundary Adjustments

Assistant Superintendent Josh McKay presented the action item 3, *Consideration of the Approval of Districtwide Boundary Adjustments* to the Board of Trustees.

Assistant Superintendent Josh McKay presented the rationale and timeline for the proposed districtwide boundary adjustments, noting the changes are driven by enrollment imbalances between the east and west sides of town, facility planning tied to construction projects, and the goal of providing more equitable educational opportunities and staffing across schools. He reviewed the district's extensive communication efforts dating back to November 2022, including board presentations, community forums, newsletters, and an online question-and-answer platform. Mr. McKay emphasized that boundary changes must align with construction planning and cannot occur in isolation. He clarified that current students may remain in their schools, outlined transfer options, and addressed common community questions regarding boundary lines and transportation. Feedback received to date has been limited and largely positive. He concluded by presenting the recommendation for approval of the proposed boundary adjustments.

Assistant Superintendent McKay addressed questions from the Board of Trustees regarding the information presented.

Board Vice Chair Jennifer Walsh commented, “At this point, I would entertain a motion to approve action item 3, *Consideration of the Approval of Districtwide Boundary Adjustments.*”

**Motion:** Trustee Siobhan Hathhorn moved to approve action item 3, *Consideration of the Approval of Districtwide Boundary Adjustments.* Trustee Keith Meyer seconded the motion.

**Public Comment:** None.

**Vote:** 7-0; motion carries unanimously. (*Chair Jennifer McKee was not in attendance for the vote.*)

The Board of Trustees moved on to hear the Reports.

## D. REPORTS

### 1. Student Representatives Report

Ms. Delaney Lynch, Capital High School Student Representative for the Board of Trustees, presented her Student Representative Report. Ms. Lynch commented, “Good evening, Trustees, as we wrap up second quarter, lots of exciting things are happening at Capital High.

Holiday Assembly:

The annual Holiday Assembly was held on the last day of school for 2025. Students and staff were treated to musical performances by the jazz band as well as modern band acts. Also, finalists from the Capital High Has Talent competition performed, and votes were collected for the top act. A great way to go into the holiday break!

Poetry Out Loud Finals were held last Thursday night:

First: Addison Lassu

Second: Elizabeth Marron

Third: William Shropshire

Alternate: Araya Harrison

Thank you to Laura Brayko for creating this opportunity for students.

Night to Shine- mark your calendars, from Jessica Freeman:

Night to Shine auditions are in full swing. We are going to have an amazing show this year, full

of great talent, including several students from here at CHS!

Registration for the upcoming 2026-2027 school year- starts in early February:

Week of February 9 - current 11th graders (course requests entered 2/13)

Week of February 16 - current 10th graders (course requests entered 2/20)

Week of February 23 - current 9th graders (course requests entered 2/27)

Week of March 16 - current 8th graders

Tuesday, March 17th: 8th graders tour CHS/receive registration information

Wednesday, March 18th: 8th Grade Parent Night @ CHS - TBD

Friday, March 20th: Counselors collect registration materials

Bond building updates:

This week, Tuesday (same night as the board meeting) is the CHS Design Advisory Group Meeting #3 with Slate/RTA Architects. The CHS DAG group is a collection of 9th/10th grade students, staff, and parents.

On Wednesday of this week, there will be a monthly staff meeting with Slate/RTA Architects at lunchtime in the auditorium. Our architects host a staff meeting once a month, on the second Wednesday of the month, at lunchtime.

SLT:

The CHS SLT (school leadership team) is meeting our literacy consultant, Liz Tuss, tomorrow afternoon. The goal of this meeting is to mesh MAP growth data, instructional round data, and details/areas of focus shared by the Cognia External Accreditation Team.

Speaking of Cognia Accreditation, we found out just before the holiday break that Capital High is once again a Cognia-accredited school. The review team identified one area of noteworthy achievement as well as recommendations for three areas of focus.

Valley of Gold Speech and Debate Tournament:

Speech events were held at CHS this past Friday and Saturday. Thank you to all of you that volunteered to be a judge!

It has been a great end to 2nd quarter here at CHS and we are excited to continue this throughout the 2025-2026 school year. Go Bru!"

Ms. Lynch addressed questions from the Board of Trustees regarding the information presented.

Mr. Brock Gardipee, Helena High School Student Representative for the Board of Trustees, presented his Student Representative Report. Mr. Gardipee commented, "Hey everyone, it is good to see you again! The semester is finishing up, so teachers and students are preparing for the upcoming semester tests next week. It has been a great school year so far and hopefully it will continue into the next semester, but boy do I hate finals. Something that is also coming up

is registration for the 2026-2027 school year so it will be interesting to see which classes the future of Helena High signs up for. This week, students are given the opportunity to connect with the architect team to input their voice or ask questions about the future school building which I know many will be excited about. Winter formal was this past Friday, and roughly 200 students attended. I know many people had a great time! This past weekend we also co-hosted one of the largest speech and debate tournaments with Capital. The competitions were all at Helena High and everyone did great! For Helena High's recognitions, we had 12 football players receive all conference or all state awards with many of the players receiving multiple awards. I would like to congratulate Mrs. Svingen and Mrs. Kohutek on receiving their National Board Certifications. They're both great teachers who do amazing things! I would also like to thank Mr. Cleary, Mr. Hollow and Mrs. Kohutek for the amazing holiday assembly. It was the best I had ever been to, and the students have a lot of talent. And finally thank you to our janitorial team who worked hard cleaning our schools while we were away; it looks way better than before. Coming up we are handing out doughnuts January 15, and the second round of RBHI testing comes out February 2."

Mr. Gardipee addressed questions from the Board of Trustees regarding the information presented.

2. **Helena Education Association Report**

There was no Helena Education Association Report this evening.

3. **Facilities & Technology Committee Report**

Trustee Siobhan Hathhorn presented the Facilities & Technology Committee Report. Trustee Hathhorn reported that the Facilities and Technology Committee met and received an update from Ameresco regarding the district's energy savings program, which will allow projects to begin while generating long-term energy cost savings. She noted wind damage repairs estimated at \$20,000–\$25,000 are being addressed through insurance. Ongoing projects include the Smith Boiler replacement, completion of the Smith solar design in coordination with SMA, and multiple Fire Marshal re-inspections. Technology updates included completion of spring enrollment and behavior reporting counts used for state funding calculations, implementation of longer student passwords to improve cybersecurity, camera server upgrades, door fob installations, and continued planning for technology and projection systems in new buildings. Trustee Hathhorn addressed questions from the Board of Trustees regarding the information presented.

4. **Budget and Finance Committee Report**

Trustee Janet Armstrong presented the Budget and Finance Committee Report. Highlights included a discussion of elementary and high school custodial overtime, noting that post-COVID staffing needs may have been previously underestimated. Overall, 88% of the elementary budget and 83% of the high school budget is allocated to staff, a significant improvement from earlier deficits. The Superintendent noted that early retirement plans and two-year teacher contracts are helping provide stability and accurate projections. The committee also received an update on the bond, which closed in December; funds are earning interest, and invoices from firms such as SMA are beginning to be processed. Trustee

Armstrong addressed questions from the Board of Trustees regarding the information presented.

5. **Teaching & Learning Committee Report**

Trustee Siobhan Hathhorn presented the Teaching and Learning Committee Report. Trustee Hathhorn reported on the December Teaching and Learning Committee meeting. Although three agenda items were scheduled, discussions were robust and focused on homelessness, the district's English Learner (EL) program, and Indian Education for All (IEFA). Committee members discussed the increasing numbers of students experiencing homelessness, the impact of the recent government shutdown on vulnerable families, and ongoing community support needs. The district currently has one EL teacher, who is managing multiple demands without state funding. The meeting also included introductions from IEFA educators, who highlighted their specialties and recommended greater integration of Indian Education into the curriculum across subjects, as well as a stronger focus on Native American Day next year. Trustee Hathhorn addressed questions from the Board of Trustees regarding the information presented.

6. **Policy Committee Report**

There was no Policy Committee Report this evening.

7. **Health Benefits Committee Report**

Trustee Kay Satre presented the Health Benefits Committee Report to the Board of Trustees. Trustee Satre reported that the Health Benefits Committee has been evaluating whether the district should join the Bridged Health Alliance or continue managing its self-funded plan independently. The committee met with Bridged representatives and consultants Alliant and Prism to review options, risks, and potential benefits. While both paths would maintain a self-funded structure, joining Bridged would involve pooled services and a five-year commitment, with possible long-term advantages such as greater stability and access to a larger risk pool, though limited short-term savings are anticipated. Consultants cautioned that Bridged remains in development pending sufficient statewide participation, and some proposal terms are not yet finalized. The committee continues to assess these factors and plans to meet again on January 22 to vote on a recommendation to Superintendent Weltz. Superintendent Weltz and the trustees engaged in discussion regarding Bridged Health Alliance and Trustee Satre addressed questions from the Board of Trustees regarding the information presented.

8. **Wellness Committee Report**

There was no Wellness Committee Report this evening.

9. **Montana School Boards Association Report**

There was no Montana School Boards Association Report this evening.

10. **Parent Council Visit Reports**

There were no Parent Council Visit Reports this evening.

That concluded the *Reports* portion of the agenda. The Board of Trustees moved on to review *Upcoming Meetings*.

**VI. UPCOMING MEETINGS**

Board Vice Chair Jennifer Walsh reviewed upcoming committee and board meetings with the Board of Trustees and Superintendent Wertz.

**VII. BOARD/SUPERINTENDENT COMMENTS**

Superintendent Wertz expressed appreciation for the engagement of the Student Representatives, highlighting their thoughtful participation in discussions, including the recent conversation regarding insurance. Trustees shared pride in the professionalism, curiosity, and critical thinking demonstrated by the students. They also noted positive experiences visiting schools and emphasized the broader accomplishments of the district beyond facilities projects, including strong district-staff relationships and collaboration with the union.

**VIII. ADJOURNMENT**

Board Vice Chair Jennifer Walsh adjourned the meeting at 9:15 p.m.

---

Candice Delvaux, Recording Secretary

Date



**Superintendent**

Rex Wertz  
324-2001

**Business Manager**

Sam Holman  
324-2040

## **Board of Trustees Special Board Meeting**

Lincoln Center  
1325 Poplar St., Helena, MT 59601  
and on Teams

**Friday, January 16, 2026**  
12:00 p.m.

### **MINUTES**

**ATTENDANCE – Present unless otherwise noted.**

Jenny Murnane Butcher,  
Trustee  
Kay Satre, Trustee  
Siobhan Hathhorn, Trustee  
Linda Cleatus, Trustee  
Janet Armstrong, Trustee  
Keith Meyer, Trustee  
Jennifer Walsh, Trustee  
Rex Wertz, Superintendent  
Todd Verrill, Facilities Director  
Josh McKay, Assistant Superintendent  
Gary Myers, Director of Educational  
Technology  
Keri Mizell, Human Resources Director  
Jane Shawn, HEA President  
Shane Swandal, Hulteng CCM, Inc.  
Kaitlyn Hess, Assessment and Federal Programs Director  
Taylor Lassiter, Communications Specialist  
Many HSD staff members  
Guests of the Public  
Representatives from Slate, RTA, and Langlas

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

Board Vice Chair Jennifer Walsh called the meeting to order at 12:01 p.m., and the Board participated in the Pledge of Allegiance.

**II. REVIEW OF AGENDA**

The Board of Trustees reviewed the agenda and there were no suggested changes.

The Board of Trustees moved on to hear general public comment.

**III. GENERAL PUBLIC COMMENT**

There was no general public comment, and the Board of Trustees moved on to New Business.

**IV. NEW BUSINESS**

**A. Item For Action**

**1. Approve Committee Recommendation of Langlas as Capital High School GC/CM**

Mr. Todd Verrill, Facilities Director, presented the action item requesting Board approval of the committee’s recommendation to award the Capital High School addition and renovation General Contractor/Construction Manager (GC/CM) contract to Langlas and Associates. He reported that six firms responded to the RFQ/RFP process, with a seven-member committee selecting three finalists for interviews held on January 13. Following the interviews, Langlas and Associates was recommended for the project. Mr. Verrill noted Langlas’ strong reputation and extensive experience with Helena Public Schools and districts across the state. Representatives from Langlas were present to answer questions from the Board.

Board Vice Chair Jennifer Walsh commented, “At this point, I would entertain a motion for the following action item: *Approve Committee Recommendation of Langlas as Capital High School GC/CM.*”

**Motion:** Trustee Keith Meyer moved to approve the action item, *Approve Committee Recommendation of Langlas as Capital High School GC/CM*. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 7-0; motion carries unanimously.

That concluded the Item for Action, and the Board of Trustees moved on to hear final Board and Superintendent comments.

**V. BOARD/SUPERINTENDENT COMMENTS**

During final comments, Superintendent Weltz thanked the design teams, GC/CMs, and owners' representatives for their efforts over the past few months and highlighted the upcoming special work session to review design progress.

**VI. ADJOURNMENT**

Board Vice Chair Jennifer Walsh adjourned the meeting at 12:13 p.m.

---

Candice Delvaux, Recording Secretary

Date



*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**

Thursday, January 22, 2026  
10:00 a.m.  
Lincoln Center & Teams

### **MINUTES**

#### **ATTENDEES**

<i>Trustees</i>	<i>Others</i>
Jennifer McKee, Chair	Rex Weltz, Superintendent
Keith Meyer, Trustee	Jane Shawn, HEA President
Kay Satre, Trustee	Sam Holman, Business Director
Jenny Murnane Butcher, Trustee	Matt Carey, PAL Principal
Janet Armstrong, Trustee	Candice Delvaux, Executive Assistant
Linda Cleatus, Trustee	Josh McKay, Assistant Superintendent 6-12
	Brett Zanto, Capital High School Principal
	Keri Mizell, Human Resources Director
	Taylor Lassiter, Communications Specialist
	Gary Myers, Director of Educational Technology
	Lona Carter, Student Health Services & Special Education Director
	Robert Worthy, Sodexo General Manager
	Kaitlyn Hess, Data & Federal Programs Director
	Robert Brewer, Facilities Manager
	Michelle Schweyen, Assistant Accountant
	Alec Pinero, Hulteng
	Brian Kessler, Helena High School Principal
	Several representatives from Slate, RTA, & Langlas
	Several representatives from A&E & SMA, NAC, & Dick Anderson Construction

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

Board Chair Jennifer McKee called the meeting to order at 10:04 a.m. and the Board participated in the Pledge of Allegiance.

**II. REVIEW OF AGENDA**

Board Chair Jennifer McKee reviewed the agenda with the Board of Trustees and there were no changes.

The Board of Trustees then proceeded to hear general public comment.

**III. GENERAL PUBLIC COMMENT**

There was no general public comment.

**IV. NEW BUSINESS**

**A. Items for Information**

**1. Capital High School Architecture & Construction Update-Slate + RTA & Langlas**

The Board of Trustees received a Capital High School Architecture and Construction update from representatives from Slate and RTA and Langlas. Representatives from Slate Architecture, RTA Architects, and Langlas and Associates provided an update on the Capital High School addition and renovation project. Slate principals Jacob Augenstein and Scott Cromwell, along with RTA principal Doug Abernethy and members of the Langlas construction team, introduced their project roles and outlined the collaborative approach moving forward.

The design team reviewed the overall project schedule, noting that programming and concept design are nearing completion, with schematic design set to begin. The Design Advisory Group (DAG) process was highlighted, including upcoming meetings focused on space programming, preliminary site plans, and floor plan options. Multiple conceptual layouts were presented as working options to encourage discussion, with the intent of combining the strongest elements from each to develop a preferred design.

The team discussed existing site conditions, including circulation, parking, and building access, and emphasized efforts to improve security by consolidating entry points. Preliminary concepts also addressed departmental organization, upgrades to mechanical, electrical, and data systems, and interior improvements throughout the building.

Langlas shared that construction planning is underway and will become more prominent as design advances. Trustee questions were addressed throughout the presentation, and the presentation concluded with appreciation for the collaborative process and anticipation of future design refinements.

## **2. Helena High School Architecture & Construction Update-SMA & Dick Anderson**

The Board of Trustees received a Helena High School architecture and construction update from representatives of SMA + A&E Architecture and Dick Anderson Construction. The design team shared progress on conceptual development and campus planning, emphasizing a collaborative and interactive process intended to gather Trustee feedback as designs continue to evolve.

The design team reviewed the overall project approach, including use of existing facilities, campus organization, and developing spatial relationships through both two-dimensional layouts and emerging three-dimensional concepts. The team introduced early architectural design vignettes and experiential views, marking a transition from preliminary massing to the development of architectural character, materials, and visual language.

Discussion included exterior elements, entry visibility, circulation, stadium orientation, and campus sightlines, particularly along Montana Avenue. The team highlighted efforts to create clear, welcoming entry points while balancing functionality and aesthetics. Interior planning was also reviewed, including counseling and wellness areas, flexible therapy and support spaces, library breakout rooms, conference areas, and specialized learning spaces such as computer labs and podcast rooms. The design team confirmed accommodations for student health services and flexible support spaces integrated through the main entry for safety and accessibility.

The design team noted ongoing collaboration with the building committee, librarians, and staff to incorporate user input into the evolving design. Upcoming committee meetings will continue to refine exterior concepts, interior layouts, and programming. Trustees asked questions and provided feedback related to campus flow, athletic facilities, wellness spaces, and learning environments.

Trustee questions were addressed throughout the presentation and the presentation concluded with recognition that the project remains in an exploratory phase, with continued opportunities for dialogue as design development progresses.

The Board of Trustees moved on to final board or Superintendent comments.

## **V. BOARD OR SUPERINTENDENT COMMENTS**

There were no further comments.

**VI. ADJOURNMENT**

The meeting was adjourned at 1:17 p.m.

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Candice Delvaux, Recording Secretary

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.1.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**1. Consideration of Approval of SACC Rate Increases**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

## Summer SACC 2026 proposed rates and dates

June 15- August 14

Central School, 7:30-5:30, M-F

Closed dates: July 2 and 3, August 7

Weeks 1, 2, 4, 5, 6, 7 \$325 plus \$30 non-refundable activity fee

Week 3, closed July 2 and 3 for holiday weekend \$195 plus \$30 non-refundable activity fee

Week 8, closed August 7 for site cleaning and wrap up \$260 plus \$30 non-refundable activity fee

Week 9, Sunshine Camp \$325 plus \$60 non-refundable activity fee

### Notes:

\*Summer increase from \$275/week in 2025 to \$325/week- the 2026 rate proposal works out to approximately \$6.50/hour

\*Both school year and summer tuition are competitive for the Helena market with tuition being at the low end compared to other in town options.

\*School year 2026-27 no rate increases currently except for full day programs to \$65/day

\*We have just started planning for Summer SACC 2026. Our weekly themes are coming along with the following ideas- Geology, Mining, and Minerals, Greek mythology and knights and castles, the 3<sup>rd</sup> annual SACC Carnival, and Trains, Planes, and Automobiles. SACC hopes to explore the Butte Waterpark, Grant Kohrs, downtown Helena, and the Great Falls fish hatchery this summer.

\*Registration will open March 2<sup>nd</sup> to current SACC families and March 9<sup>th</sup> for open enrollment.

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.2.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**2. Consideration of the Recommendation to Join Bridged Health Alliance**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					



HSD Insurance Office  
1325 Poplar St  
Helena, MT 59601

February 5, 2026

To the Board of Trustees,

On behalf of the Health Benefits Committee, I submit the following recommendation for Plan Year 2026–2027, to be presented on February 10, 2026.

**Recommendation:**

That HSD#1 join the Bridged Alliance Trust, conditional on the following contingencies:

1. The contract to join the Bridged Alliance Trust must include:
  - ✓ The ability for HSD#1 to retain its current contracts with St. Peter’s for as long as those contracts remain more advantageous to the District.
  - ✓ The ability for HSD#1 to retain its current administrative fees with Allegiance, for as long as they are less than those of Bridged Alliance.
2. Bridged Alliance to achieve dynamic multiple of Medicare contracts with Montana hospitals.
3. Bridged Alliance must allow HSD#1 to have the final Tier 2 prescription PBM contract with Capital Rx reviewed by the Health Benefits Committee and its consultants. The Committee must approve the final contract.

The formal contract language outlining these contingencies will be developed by the HSD#1 legal team and provided to Bridged Alliance upon completion.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Franco", is written over a light blue horizontal line.

***Richard Franco***

Human Resource Benefits Manager  
Helena School District #1  
[rfranco@helenaschools.org](mailto:rfranco@helenaschools.org)  
Ph: 406-324-2008

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.3.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:           Item for Action**  
**3. Consideration of Approval of a Sabbatical for the 2026-2027 School Year**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

# Helena Public Schools Sabbatical Recommendation

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## 2026-2027

### **BACKGROUND:**

The New Professionalism Committee is comprised of two (2) designees appointed by the Superintendent and three (3) designees appointed by the Association President. The Committee is responsible for reviewing and awarding New Professionalism funds for approved proposals, sabbaticals, and Tuition and Fees requests.

The New Professionalism Committee has met and reviewed sabbatical leave applications for the 2026–2027 school year. The Committee recommends approval of the following sabbatical request, briefly described below.

*Erika McMillin, Jim Darcy School, School Psychologist  
Spring Semester – 2026-2027 SY*

Ms. McMillin is requesting a one-semester sabbatical during the Spring 2027 semester to strengthen her skills in consensus-building and conflict resolution, enabling her to more effectively support students, families, and staff in her role as a school psychologist.

Her plan includes a hybrid mentorship with Senior Organizational Development Facilitator Diane Groves, consisting of weekly virtual meetings, in-person facilitation experiences, and focused professional learning and literature review related to consensus-building and restorative practices. Upon returning to Helena Public Schools, Ms. McMillin intends to share her learning by providing professional support through presentations, consultation, and practical tools and resources (such as guides and handouts) to help school teams strengthen collaborative problem-solving systems. Her application is supported by strong letters of recommendation highlighting her leadership and positive impact.

### ***Committee Recommendation:***

Approve Erika McMillin's sabbatical.

*Complete applications are on file at the Lincoln Center.*

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.4.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**4. Consideration of Approval of the Calendar Committee Proposal for the 2026-2027 School Year**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					



# Helena Public Schools

*A great place to learn*

Josh McKay  
Assistant Superintendent  
[jmckay@helenaschools.org](mailto:jmckay@helenaschools.org)  
Phone (406) 324-2004

Lincoln Center  
1325 Poplar St.  
Helena, Montana 59601  
Fax (406) 324-2022

Date: 2/5/2026

To: Helena School Board of Trustees  
From: Josh McKay, Assistant Superintendent  
Re: Recommended School Calendar for the 2026-2027 School Year

Board of Trustees,

For your consideration, enclosed in this packet is the recommended calendar from the Calendar Committee for the 2026-2027 school year. Members of the committee this year were: Thomas Baty, Jane Shawn, Gary Myers, Leighann Wilson, Chelsa Kingston, Justine Alberts, Brian Kessler, Joice Franzen, Starsha Frederickson, Lisa George, and Josh McKay.

This proposed calendar begins with students attending a 3-day first week, then a 5-day week, and then a 4-day week (Labor Day). This calendar is challenging for our classic 3/4/5 start, because Labor Day is later in September. If we delayed the startup routine a week to attain the 3/4/5 our ending of school would be in the third week of June, which is too late. Along with this startup, we included a weeklong spring break and a two weeklong Winter break. The ending of the school year is better for student learner outcomes, especially in high school. The three-day week allows for a better semester test experience. To accomplish the 3-day end of the school year, we added a Snow Day (make up day if needed). This sometimes appeared in other calendars as an extended holiday break. The committee decided this to be placed as a No School Day on May 28. The day before the Memorial Day weekend is often a high absence day, so this makes sense for educational outcomes.

Our Calendar Committee is an enjoyable group of thoughtful participants. Together, we have rich discussions about our own ideas and the ideas shared with us from our partners throughout the district. We are continuing the committee work through the spring as we discuss ways to improve learner outcomes in combination with serving our community and continuing with our positive work atmosphere. Thank you for your consideration.

Sincerely,

Josh McKay  
Assistant Superintendent  
Helena Public Schools  
(406) 324-2004



## Holiday and Student Dismissal Dates

August 24 & 25	Staff Orientation
August 26	First Day of School for Grs 1-5, Gr 6 CRA & HMS, Grs 9-12 PAL, Gr 9 CHS & HHS
August 27	First Day of School for Grs 7-8 CRA & HMS, Grs 10-12 CHS & HHS
August 31	First Day of School for Kindergarten & Kindersprouts*
September 7	Labor Day - No School - District Closed
October 15 & 16	Educator Conferences-No School
November 2	2nd Quarter Begins: Grades 6-12
November 25-27	Thanksgiving Break-No School
November 26 & 27	District Closed
November 30	Trimester 2 Begins: Grades K-5
December 4	12:00 P.M. Grades K-5 Student Early Dismissal
December 4	Grades 6-12: Full Day of School
December 4	P.M. K-5 Staff Records Day
December 21 - January 1	Winter Break-No School
December 24, 25 & January 1	District Closed
January 18	Martin Luther King Jr. Day-No School-District Closed
January 20,21,22	High School Semester Testing
January 22	Grades K-5: Full Day of School
January 22	12:00 P.M. Grades 6-8 Early Dismissal
January 22	P.M. 6-8 Staff Records Day
January 25	No School K-12, HS Staff In-Service & Records Day
January 26	3rd Quarter Begins: Grades 6-12
February 15	President's Day-No School-District Closed
March 15	Trimester 3 Begins: Grades K-5
March 29- April 2	Spring Break-No School
April 5	4th Quarter Begins: Grades 6-12
May 7	Vigilante Day - No School Grades 9-12/11:00 AM Dismissal K-8
May 28	No School: Snow Day make-up day if needed
May 31	Memorial Day-No School-District Closed
June 5	High School Graduation
June 7,8,9	High School Semester Testing
June 9	Last Day & 12:00 p.m. Early Dismissal Students K-8
June 9	Last Day for Students 9-12
June 9	P.M. K-8 Staff Records Day: Last Day for Staff K-8
June 10	HS Staff In-Service-Records Day: Last Day for Staff 9-12

### July 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### August 2026

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### September 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### October 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### November 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### December 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### January 2027

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### February 2027

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

### March 2027

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### April 2027

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### May 2027

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### June 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**Mondays are Professional Release days for Helena School District staff. School for students will dismiss early. Please see below.**

- Elementary School Student day ends 45 minutes early
- Middle School Student day ends 45 minutes early
- High School Student day ends 45 minutes early

\* Kindersprouts attend the same days as Kindergarten

- First Day of School for Various Grade Levels
- Holiday or Break- No School-All Grades
- Staff Orientation
- Last Day of School 9-12 Students
- High School Semester Testing
- Early Dismissal Students K-5 ONLY/Halfday K-5 Records Day
- Early Dismissal Students 6-8/ Halfday 6-8 Records Day
- Early Dismissal Students K-8/ Halfday K-8 Records Day
- HS Staff In-Service-Records Day-No School K-12
- Vigilante Day-K-8 Released 11:00 AM / HS No School

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.5.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**5. Consideration of Approval of the Facilities Warehouse Lease**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

**Todd J. Verrill**

Director of Facilities  
1201 Boulder Ave.  
Helena, MT 59601  
(406) 324-1734  
[tverrill@helenaschools.org](mailto:tverrill@helenaschools.org)

**Helena School District Board of Trustees**

1325 Poplar St.  
Helena, MT 59601-0939  
[boardoftrustees@helenaschools.org](mailto:boardoftrustees@helenaschools.org)

10 February 2026

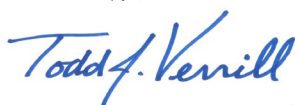
**Dear Helena School District Board of Trustees,**

I respectfully request the board of trustees approve the commercial lease of a warehouse and equipment yard located at 1401 N. Oakes Street for use by the district facilities department (see attached map). As a result of the new district kitchen construction on the property currently being used by the facilities department, we need a replacement facility and space to store supplies, vehicles, and equipment for the next five years. Currently, the facilities and custodial departments use two cold storage warehouses (3,300 sf) and a vehicle and equipment yard (34,000 sf). We use this outdoor space to park/store 10 work trucks, 12 trailers, 20 miscellaneous pieces of equipment, and four storage sheds. The N. Oaks Street property offers approximately 4,480 sf of cold storage, 840 sf of heated storage, and 22,264 sf of yard space.

The owner of the Oakes Street property is JC Hunter, LLC out of Missoula and they have agreed in principle on the terms of the proposed lease agreement. Megan Morris of Kaleva Law Office reviewed the lease and deemed it legally acceptable for the district. The owner is proposing a \$5,000 monthly lease amount for a term of five years starting on 1 March 2026 through 28 February 2031.

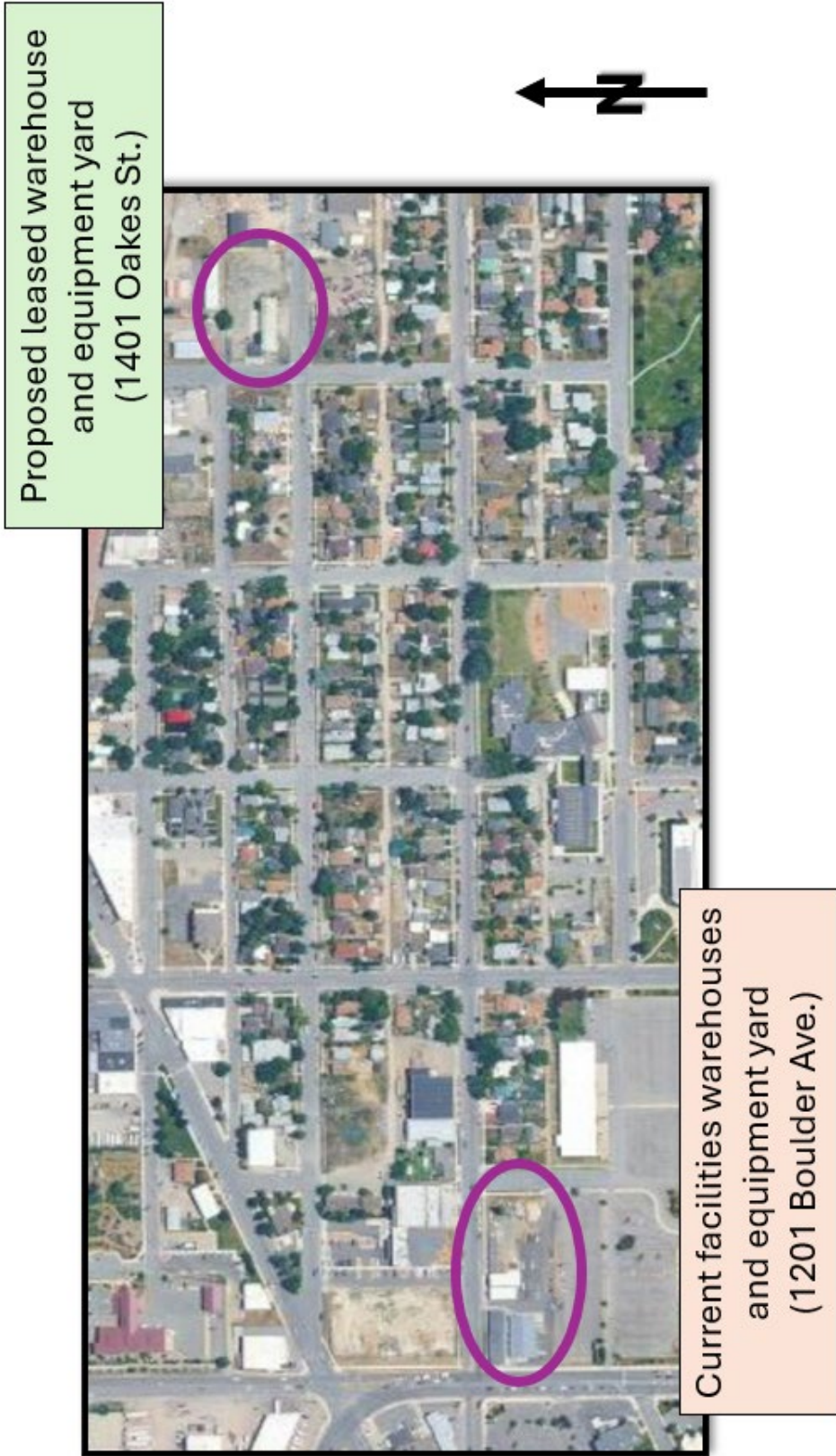
Leasing this property will allow the facilities and custodial departments to continue operating efficiently throughout construction of the new district kitchen, Helena High, Capital High, and Kessler Elementary Schools. The district will fund the \$60,000 yearly lease costs from the Building Reserve Fund, the Interlocal Fund, or from the Ray Bjork building lease proceeds (TBD).

Sincerely,



Todd J. Verrill

2 Attachments



## COMMERCIAL LEASE AGREEMENT

This commercial lease agreement, herein referred to as "Lease", made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, to be effective the 1<sup>st</sup> day of March 2026, by and between CJ Hunter, LLC, a Montana Limited Liability Company, herein referred to as "Lessor", and Helena School District, herein referred to as "Lessee".

### WITNESSETH:

Lessor, in consideration of the rents to be paid and covenants contained in this Lease, agrees to lease to Lessee, and Lessee, in consideration of the right to occupancy and covenants contained in this Lease, agrees to lease from Lessor, a portion of the real property situated in Lewis and Clark County, Montana, more particularly described as follows:

**1401 N. Oakes Street, Helena, Montana 59601**

The property leased and the terms and conditions of the Lease are as follows:

**1. The Leased Premises.** Lessor hereby leases to Lessee the real property described above, commonly known as 1401 N Oakes Street, Helena, Montana 59601 which consists of Approximately 5,584 square feet of building and approximately 22,264 square feet of yard space together with all buildings, improvements and appurtenances attached to the real property, all collectively referred to in this Lease as the "Leased Premises" (See Exhibit "A" attached Hereto). Lessor represents and warrants that the leased premises is in good and habitable and usable condition. Lessee has inspected the Leased Premises and accepts the Leased Premises as "AS IS" and "WITH ALL FAULTS" and acknowledges the Leased Premises is in good and habitable condition. Provided, however that the landlord shall provide the leased premises in broom clean condition, free and clear of all waste and debris, at the commencement of the lease.

**2. Term.** The term of this Lease shall commence on March 1, 2026, and expire on February 28, 2031, unless terminated earlier or renewed as set out below.

**3. Option to Extend.** Lessee has the option to extend this Lease for an additional one year through February 29, 2032, upon the terms herein provided. Notice of intent to extend the Lease must be given no less than ninety (90) days prior to the expiration of the then existing term of the Lease. The option is dependent upon continuation of the Lease in full force and effect and the absence of default by Lessee.

**4. Rent.** Lessee shall pay to Lessor monthly rent in the amount of five thousand and no/100 U.S. dollars (\$5,000.00). Monthly rent shall be paid without demand or notice on the first day of each month during the term of the Lease to Lessor at PO Box 17732, Missoula, Montana 59808. Should Lessee fail to pay

the monthly rental fee or any portion thereof when due, Lessee shall pay one hundred and no/100 dollars (\$100.00) after five (5) days and thirty-five and no/100 dollars (\$35.00) per day thereafter as additional rent.

**4A.** Security deposit of \$5,000.00 is required prior to moving in.

**4B. Annual Increase.** During the term of this Lease, for any calendar year in which the U.S. Consumer Price Index for All Urban Consumers, as published by the Bureau of Labor Statistics (the "CPI") increases by more than five percent (5%), the rental amount for the Lease shall be increased by the percentage that the CPI exceeds five percent (5%). Payment of this revised rental amount will begin on the first day of May immediately following the applicable calendar year and shall thereafter become the rental amount under this Lease. The rental amount shall not be decreased under the terms of this section unless mutually agreed upon by the Parties. Should the Parties mutually agree to reduce the rental amount, such agreement must be reduced to writing and signed by the Parties and attached to this Lease as an addendum.

**5. Utilities.** Lessee shall, at Lessee's expense, pay for all utility service on the Leased Premises, including, but not limited to sewer, water, gas, electricity, trash, internet and telephone services.

**6. Taxes.** Lessor shall pay all taxes and assessments with respect to the Leased Premises.

**7. Use of Leased Premises.** Lessee agrees to occupy and use the Leased Premises in a lawful manner for any legal use, including, without limitation, office, warehouse, storage of materials and equipment, outdoor storage, laydown yard, parking of passenger and commercial vehicles, including overnight. Lessee shall not permit the use of the Leased Premises for any other purposes without the advance written consent of Lessor.

**8. Liability and Insurance.** Lessee shall indemnify, defend, and hold Lessor harmless from all claims, damages, suit or causes of action resulting from injury to person or property arising out of the use or occupancy of the Leased Premises to the extent caused by Lessee's negligence or willful misconduct. Lessor shall indemnify, defend, and hold Lessee harmless from all claims, damages, suit or causes of action resulting from injury to person or property arising out of its rights and obligations as Lessor under this Lease of the Leased Premises to the extent caused by Lessor's negligence or willful misconduct.

Lessee shall carry and maintain commercial general liability insurance to insure against such liability in the amount of one million and no/100 dollars (\$1,000,000.00) to any one person and two million and no/100 dollars (\$2,000,000.00) for any one accident and not less than five hundred thousand and no/100 dollars (\$500,000.00) for property damages. Lessee shall cause Lessor to be included as an additional insured on the above-referenced policy. for liability assumed by Lessee under the indemnification

provisions in this Lease. Notice of the procurement of an insurance policy consistent with this paragraph shall be given to Lessor on the signing of this Lease and notice of renewals of the policy shall be sent to Lessor within ten (10) days of receipt of notice by Lessee.

Lessor shall also procure commercial general liability insurance in a minimum amount of one million and no/100 dollars (\$1,000,000.00) to any one person and two million and no/100 dollars (\$2,000,000.00) for any one accident and not less than five hundred thousand and no/100 dollars (\$500,000.00) for property damages. Lessor shall cause Lessee to be named as an additional insured on these insurance policies.

The parties shall provide notices of the procurement of their respective insurance policies consistent with this paragraph shall be provided to each other on the signing of this Lease, and notices of renewals of the policies shall be presented to the parties within ten (10) days of receipt of said notices.

In addition, or in conjunction with the aforementioned liability policies, Lessor shall procure and maintain at Lessor's own expense during the term of the Lease, fire and casualty insurance concerning the premises in amount necessary to replace the improvements on the Leased Premises. Lessee specifically acknowledges that Lessee shall obtain and pay for any insurance coverage regarding content of the Leased Premises that Lessee deems necessary to protect Lessee from any loss or expense that Lessee may incur.

**9. Maintenance of the Leased Premises.** Lessee shall, at all times, keep the Leased Premises and all improvements to the Leased Premises and all fixtures, equipment and appurtenances to the Leased Premises, including the lighting, heating and plumbing fixtures, in good condition and repair (but not including the replacement thereof, unless and to the extent necessary as a result of Lessee's negligence or willful misconduct) when necessary. Lessee shall be liable for any damages to the Leased Premises which result from Lessee's failure to adhere to the above-stated maintenance requirements. Notwithstanding anything to the contrary, Lessor shall be responsible for the maintenance, repair and replacement of the building structures, including without limitation, the roof, the foundation, exterior walls, windows, slab, underground utilities and plumbing lines outside of the building and underneath the building slab. Notwithstanding anything contained herein to the contrary, Lessee's maintenance and repair obligations shall not exceed two thousand and no/100 dollars (\$2,000.00) per lease year, beyond which shall be the responsibility and expense of Lessor ("Repair Cap").

**10. Liens and Encumbrances.** Lessee shall not permit any mechanics lien or other lien or encumbrance of any nature to be placed upon the leased premises as a result of any work done to or on the Leased Premises by or on behalf of the Lessee. If any such lien or encumbrance attaches to the Leased Premises, Lessee shall cause the lien to be discharged and released within thirty (30) days of the filing or attachment of the lien or encumbrance.

**11. Damage or Destruction to the Leased Premises.** Lessee agrees to notify Lessor promptly of any damage to the Leased Premises resulting from fire, earthquake, or other identifiable event of sudden,

unexpected or unusual nature ("Casualty"). If the Leased Premises is damaged by a Casualty to the extent that the Lessee does not have reasonable access to the Leased Premises or to the extent the Lessee's business operations are unreasonably disrupted and if neither the Lessor or Lessee has elected to terminate this Lease under the succeeding sections of this Lease, the Lessor shall promptly and diligently restore the Leased Premises to substantially the same condition as it existed immediately prior to the Casualty, except for modifications required by building codes and other laws and modifications considered desirable by the Lessor ("Lessor's Obligation to Repair"), and the Lessee shall promptly and diligently install and construct all tenant improvements on the Leased Premises in substantially the same condition as they existed immediately prior to the Casualty, except for modifications required by building codes and other laws or considered desirable by Lessee. ("Lessee's Obligation to Repair"). It is Lessor's and Lessee's intent that the Lessor's Obligation to Repair and the Lessee's Obligation to Repair shall not exceed Ninety (90) days from the date of the Casualty ("Repair Period"). Lessor's Obligation to Repair or to return the Leased Premises to the condition prior to the Casualty and Lessee's Obligation to Repair, is subject to reasonable delays for insurance adjustment and other matters beyond the Lessor's reasonable control and subject to other clauses of this Section.

**a. Repair Period Notice.** Within thirty (30) days of the date of the Casualty, Lessor shall notify Lessee whether Lessor can comply with Lessor's Obligations to Repair within the Repair Period, and Lessee shall notify Lessor whether Lessee can comply with Lessee's Obligations to Repair within the Repair Period, based upon good faith estimates obtained from a Montana licensed contractor, and subject to Section 10.

**b. Lessor's Option to Terminate or Repair.** The Lessor may elect either to terminate this Lease or to commence and diligently pursue Lessor's Obligation to Repair if: (a) the Repair Period Notice estimates that the period of time necessary for repairing the Leased Premises exceeds the Repair Period; (b) the estimated repair costs exceed the insurance proceeds, if any, available for such repairs (not including the deductible, if any), plus any amount that the Lessee is obligated or elects to pay for such repair; (c) the estimated repair costs of the Leased Premises even though covered by insurance exceeds fifty percent (50%) of the full replacement cost; or (d) the Leased Premises cannot be restored except in a substantially different structural or architectural form than existed before the Casualty. The Lessor's election shall be stated in the Repair Period Notice.

**c. Lessee's Option to Terminate.** The Lessee may elect either to terminate this Lease or commence and diligently pursue Lessee's Obligation to Repair if:

(i) The Repair Period Notice provided by the Lessor indicates that the anticipated period for repairing the Casualty, exceeds the Repair Period; or

(ii) The completing of Lessee's Obligation to Repair exceeds the Repair Period.

Lessee shall provide Lessor notice of exercise of the option to terminate the Lease within thirty (30) days of the occurrence of the event which is the basis for termination; otherwise, Lessee waives its right to terminate the Lease.

**d. Rent Abatement Due to Casualty.** Lessor and Lessee agree that, if the Casualty was not the result of the negligence or willful misconduct of the Lessee or Lessee's employees, contractors, licensees or invitees, the Lessee shall be provided with a proportionate abatement of rent based upon the useable square footage of the Leased Premises rendered unusable (due to physical damage to the Leased Premises or unavailability of access) and not used by the Lessee. That proportional abatement, if any, shall be provided during the period beginning on the date of the Casualty and ending on the date the governing body issues a Certificate of Occupancy for the portion of the Leased Premises damaged by casualty, but in no event longer than the Repair Period, unless construction exceeding the Repair Period is due to causes beyond the reasonable control of Lessor or Lessee.

**12. Alterations.** Lessee shall not make any alterations, additions or improvements to the Leased Premises without Lessor's written consent, which consent shall not be unreasonably withheld, conditioned, denied, or delayed. All alterations, additions and improvements made by Lessee to the Leased Premises shall be deemed to have attached to the Leased Premises when made or installed, become part of the Leased Premises of Lessor and shall remain with the Leased Premises upon termination of the Lease.

**13. Parking.** During the term of this Lease, Lessee is granted the exclusive right for the use of Lessee and Lessee's employees, agents, and invitees of the parking areas which are part of the Leased Premises.

**14. Common Areas.** While Lessee is the sole tenant, Lessee shall be responsible for maintenance and upkeep for all common areas, including the parking lot, sidewalks, landscaping, loading dock, and any other area that is in or on the real property, exclusive of the Leased Premises. Maintenance shall include, but not be limited to, snow and ice removal, irrigation and lawn maintenance, landscaping costs, janitorial services, and interior and exterior general upkeep.

**15. Securing the Premises.** Lessee will take all necessary steps to ensure that the door to the leased premises is locked and secured at the close of each business day. Lessee will notify Lessor any time there is a need to enter the premises after hours to ensure that Lessor may assist Lessee in turning off the alarm system.

**16. Eminent Domain.** If any part of the Leased Premises shall be acquired or condemned by eminent domain, the term of this Lease shall cease and terminate as of the date Lessee is required to vacate the Leased Premises. Rent shall be paid to that date, and Lessee shall have no claim against Lessor for the value of the unexpired term of this Lease.

**17. Compliance with Laws.** Lessee shall not violate any applicable laws, ordinance, statutes and regulations pertaining to Lessee's specific use of the Leased Premises and the operation of Lessee's business. Lessor shall comply with all other laws, ordinances, statutes and regulations affecting the Leased Premises.

**18. Lessor's Right to Prevent Default.** Should Lessee fail to make any payment within five (5) days after receipt of written notice or fail to otherwise perform its obligations under this Lease within thirty (30) days after receipt of written notice, Lessor shall have the right, as its option, without notice or demand to Lessee and without releasing Lessee from its obligations under this Lease, to make or do the same, cure any such default and to pay the amounts necessary in their discretion to cure the default. All reasonable expenses incurred by Lessor pursuant to the terms of this paragraph shall be paid by Lessee to Lessor within ten (10) days of notice from Lessor to Lessee of the expenditure by Lessor. The amounts due from Lessee to Lessor shall bear interest from the date of notice until paid at the highest legal rate allowed by law.

**19. Inspection by Lessor.** Lessor or Lessor's agent shall have the right to inspect the Leased Premises upon twenty-four (24) hours' notice to Lessee. Lessor may provide such notice by written, oral, or electronic means.

**20. Default.** In the event of failure of Lessee to pay any rental due hereunder within ten (10) days after receipt of written notice that same is past due, or failure to perform any other terms, conditions or covenants of this Lease to be observed and performed by Lessee for more than thirty (30) days after written notice of such default has been given to Lessee, or if Lessee shall become bankrupt or insolvent or file debtor protection proceedings in any Court pursuant to statute either of the United States or of any state in petition in bankruptcy, or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, the Lessor, besides the other rights or remedies Lessor may have, shall have the immediate right to re-enter and remove all personal property from the Leased Premises. Such property may be removed and stored at the expense of Lessee, all without Lessor being deemed guilty of trespassing or becoming liable for any loss or damage which may be occasioned by the removal of the property. Notwithstanding anything herein to the contrary, Lessor does not have any interest, including without limitation a security interest, in Lessee's personal property, trade fixtures, or items stored on the Leased Premises. Should Lessor elect to enter or take possession, Lessor shall terminate this Lease. Should Lessor at any time terminate this Lease for any breach (after applicable notice and cure periods) by Lessee, in addition to any other remedies that Lessor may have, Lessor may seek to recover in court from Lessee all damages Lessor may incur by reason of such breach, including costs of recovering the Leased Premises, reasonable attorney's fees, and including the rent for the remainder of the stated term over the then fair market rental value of the Leased Premises for the remainder the stated term. The remedies given to Lessor in this paragraph shall be in addition to and supplemental to all other rights or remedies which the Lessor might have under the laws enforced at the time of the default.

Any failure on the part of Lessor to comply with the terms of this Lease shall constitute a default under this Lease. In the event of such default which continues uncured for thirty (30) days after written notice to Lessor, Lessee shall have all rights and remedies provided herein, including terminating this Lease.

**21. Attorney's Fees and Costs.** In the event suit is brought to enforce any of the provisions of this Lease, the prevailing party shall be entitled to costs of suit, including reasonable attorney fees, and those attorney's fees and costs incurred in establishing the reasonableness of said attorney's fees and costs.

**22. Parties.** The terms and conditions of this Lease are to apply to and bind the respective parties hereto, their heirs, representatives, successors and assigns.

**23. Notice.** Unless otherwise provided in this Lease, notice shall be in writing. Notice shall be deemed to have been given when served or sent by registered or certified mail or by a nationally recognized, professional overnight courier service (for example, Federal Express) with delivery confirmation, to the parties at the addresses listed below or when served upon one of the parties utilizing procedures specified for service of process under the laws of the State of Montana.

Lessor: CJ Hunter, LLC  
P.O. Box 17732  
Missoula, MT 59808

Lessee: Helena School District  
ATTN: Superintendent  
1325 Poplar St.  
Helena, MT 59601

Helena School District  
ATTN: Facilities Director  
1201 Boulder Ave.  
Helena, MT 59601

Should either party change addresses, it shall be the party's responsibility to give notice to other party of such change. Absent such notice, the parties shall be free to rely upon the addresses set forth above.

**24. Complete Agreement.** Lessor and Lessee agree that this Lease contains the entire Lease between the parties and that there are no other written or oral agreements between the parties with respect to the subject matter hereof. The parties agree that any modification or waiver of Lessor's or Lessee's rights under the terms of this Lease shall be in writing and signed by the parties.

**25. Governing Law.** The laws of the State of Montana shall govern the interpretation and enforcement of this Lease.

**26. Partial Severability.** The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision contained herein.

**27. Non-Waiver of Breach.** The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of such, or any such other covenants or agreements but the same shall be and remain in full force and effect.

**28. Paragraph Headings.** The paragraph headings herein are for convenience only, and do not define, limit or construe the contents of such paragraphs.

**29. Assignment.** This Lease shall not be assigned by Lessee without the written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Lessee shall be permitted to assign this Lease or sublet all or any part of the Demised Premises without the consent of Lessor to a parent, subsidiary or affiliated corporation, partnership or other business entity (which shall be an entity which controls or is controlled by Lessee and/or is under common control with Lessee) or to a purchaser of all or substantially all of the assets of Lessee (herein "Permitted Transfer"). A sale of any or all of the shares of Lessee (or its parent, if applicable) or exchange of such shares for publicly traded shares shall also be considered a Permitted Transfer and shall not be considered an assignment of this Lease and shall not require the consent of Lessor.

**30. Timeliness.** Time is of the essence of this Lease.

**31. Relationship of the Parties.** This Lease shall not be deemed or construed to create or establish a partnership, joint venture or similar relationship or arrangement between Lessor and Lessee hereunder.

**32. Waiver of Consequential Damages.** Notwithstanding anything herein to the contrary, Lessor and Lessee waive all claims against each other for any consequential, incidental, indirect, special, exemplary, or punitive damages (including, but not limited to, loss of actual or anticipated profits, revenues or product and regardless of whether any such claim arises out of breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory).

**33. Quiet Enjoyment.** As long as Lessee is not in default under the Lease, Lessee shall peacefully and quietly have, hold, and enjoy the Demised Premises for the term of the Lease without hindrance or molestation from Lessor.

**34. Brokers.** Lessor and Lessee both represent and warrant that they have dealt with no broker or salesman in connection with this Lease. Lessor and Lessee hereby agree to indemnify and hold each other harmless from and against any and all liability and cost which Lessor or Lessee may suffer in connection with any real estate brokers or agents claiming by, through, or under either party seeking any commission, fee, or payment in connection with this Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR**

By: \_\_\_\_\_  
(Authorized Agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSEE**

By: \_\_\_\_\_  
(Authorized Agent)

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.6.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**6. Consideration of Approval of Energy Contracting Resolution with Ameresco, Inc**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

## ENERGY PERFORMANCE CONTRACTING RESOLUTION

At a regular meeting of the Helena Public Schools Board of Trustees held on February 10, 2026, the following resolution was introduced:

WHEREAS, the Helena Public Schools Board of Trustees has commenced plans to implement a Phased Energy Performance project to address key energy and facility upgrades, including improvements to lighting, heating, ventilation, and air conditioning (HVAC) systems, domestic water piping and the installation of photovoltaic systems. These enhancements will address energy consumption, indoor air quality (IAQ), and other infrastructure improvements aimed at renewing critical facilities, enhancing the learning environment, and reducing utility, operational, and maintenance costs; and

WHEREAS, funding for this project will come from a variety of sources which may include building reserve funds, grant programs, and financed funds repaid with guaranteed cost savings from reductions in utility, operations, and/or maintenance expenses per [MCA 20-9-471-1\(b\)](#); and

WHEREAS, “Guaranteed cost savings” must be measured against agreed baselines; “Operation and maintenance cost savings” are defined as measurable decreases in O&M costs resulting directly from the measures. [MCA 90-4-1102](#) (8) and (11).

WHEREAS, the Trustees have determined that proceeding with the implementation of a Phased energy performance contract to complete these key energy and facility upgrades is in the best interest of the Helena Public Schools. In accordance with [MCA 90-4-1103](#) and [MCA 20-9-204\(6\)](#), a Request for Proposal was issued with responses due May 30, 2025. Helena Public Schools selected Ameresco, Inc. as the Energy Services Company at the June 10, 2025 Helena Public Schools board meeting; and

WHEREAS, the Trustees anticipate the implementation of the energy and facility upgrade project will consist in a phased approach according to the provided Energy Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Helena Public Schools Board of Trustees moved to adopt this resolution declaring their intent to use selected qualified energy savings provider (ESP), Ameresco, Inc., for energy performance contracting services and enter into a Phased Energy Services Agreement as noted above at the regular meeting of the Board of Trustees.

ATTEST:

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Superintendent  
Helena Public Schools

---

Board Chair  
Helena Public Schools

**Policy Background**  
**Board of Trustees Meeting**  
**February 10, 2026**

**The following policies are being presented for Information:**

**2020 Student and Family Privacy Rights**

This policy is updated to reflect changes from House Bill 599 regarding parental rights law. Parents may opt their child out of any personal analysis, evaluation, survey or data collection that does not require personally identifiable information. Parents must opt in to any personal analysis, evaluation, survey or data collection that requires personally identifiable information, unless that information is essential for establishing a student's education record or for a demographic survey to validate an achievement test used to gain admission to a postsecondary institution.

**3010 Student Admissions: Entrance, Placement and Transfer**

This policy is updated to reflect House Bill 168, which permits districts to receive ANB funding for special education preschool students based upon aggregate hours of instruction. Additionally, students with disabilities may be eligible to continue enrollment until they reach twenty-two years of age, unless they have received a regular high school diploma.

**3141 Nonresident Student Enrollment**

House Bill 250 changes the out-of-district attendance laws that went into effect July 1, 2025, and applies to attendance agreements. The Board of Trustees may deny enrollment of an out-of-district student if accepting the student(s) would negatively impact the quality of education for resident students because the maximum student contract hours for a teacher of the class or maximum class sizes under accreditation standards would be exceeded. Additionally, the Board of Trustees may deny enrollment of a nondisabled student who has been suspended in or out of school in any school the student previously enrolled in the previous three years.

**7057 Use of Automated External Defibrillation (AED)**

This policy is updated to reflect the components of the district's AED program and reflect changes on maintaining AEDs in accordance with Senate Bill 86. Specifically,

SB 86 changes the requirements for maintaining a written plan for AEDs to only a written notice of the location of the AED to the 911 service covering the area.

### **8100 Transportation**

This policy has been updated to reflect legal references and be in compliance with House Bill 250 regarding transportation requirements for students with disabilities.

## **The following policies are being presented for Action:**

### **1020 School Board Elections**

This policy has been updated to reflect the changes to candidate filing deadlines and withdrawal under House Bill 406. There is also a requirement that school elections must be called at least 145 days before a regular election, but can be amended until 70 days prior to the election. There is an allowance for a period of 70 days to call a special election. Ballot certification must occur not less than 40 days before the election.

### **2103 Religion and Religious Activities**

This policy has been updated to reflect changes to House Bill 343 that requires (instead of just permitting) a district to release a student from school at the request (at least annually) of the parent for not less than one hour per week for formal religious instruction.

### **2165 Early Literacy Targeted Intervention**

Policy updated to reflect current legislation that defines scholastic literacy and the inclusion of math in early targeted intervention programs.

### **3000 Equal Educational Opportunities**

The policy changes reflect Senate Bill 350 that permits school districts and MHSA to prohibit participation of a home school student in extracurricular activities based upon the student either not being a U.S. citizen or a resident of the state of Montana.

### **3410 Student Health/Physical Screenings/Examinations**

House Bill 599 requires that a district provide parents with notice of the right to opt out of physical or mental health screenings or surveys and to be notified of the results of any such screenings. The policy has been updated to align with this requirement.

### **3097 Use of Video Monitoring Cameras**

Policy updated to align with parental rights that permit video recordings during events open to the public in accordance with House Bill 32. Added clarifying language that no staff member or volunteer may make an audio or video recording of a student without permission of the parent unless at a public event. Clarified what is considered a public event.

### **4332 Display of Flags and Banners on District Property**

New policy to align with House Bill 819 regarding the specific flags and banners that can be displayed on district or school property. Added clarifying language that this does not apply to personal clothing, jewelry or accessories worn by school employees except where uniform policies or official dress codes apply.

### **5025 Employment and Assignment**

Under House Bill 226, state penalties can be issued to employers for failing to comply with federal immigration laws and grants Montana Department of Labor and Industry subpoena power to determine compliance.

### **5075 Termination of Employment**

This policy has been updated with a legal reference to House Bill 602. Under House Bill 602, in the process of nonrenewal of a nontenured teacher, if the recommendation for nonrenewal is for financial reasons, this is to be stated in the Board agenda posted before June 1<sup>st</sup> that is subject to public comment.

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.7.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**7. Policy 1020: School Board Elections**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

2 SCHOOL DISTRICT ORGANIZATION

3 School Board Elections

4 School board elections are non-partisan elections governed by the general election laws of the  
5 State of Montana and include election of board members, various public policy propositions, and  
6 advisory questions.

7 Board elections shall be held on the first Tuesday after the first Monday in May of each year. In  
8 years when the legislature meets in regular session or in a special session that affects school  
9 funding, the trustees may order the election on a date other than the regular school election day  
10 in order for the electors to consider a proposition requesting additional funding under § 20-9-  
11 353, MCA.

12 Any person who is a qualified voter of the District is legally qualified to become a trustee. Some  
13 persons may be ineligible for board membership by reason of other public offices held or certain  
14 types of State or federal employment. A Declaration of intent to be a candidate shall be  
15 submitted to the **District Clerk no sooner than 145 days, and no later than 85 days** ~~Election~~  
16 ~~Administrator at least forty (40) days~~ before the regular school election day. If there are different  
17 terms to be filled, the term for the position for which each candidate is filing must also be  
18 indicated.

19 Any person seeking to become a write-in candidate must file a declaration of intent on the **65<sup>th</sup>**  
20 ~~26<sup>th</sup>~~ day before the election. If the number of candidates filing for vacant positions or filing a  
21 declaration of intent to be a write-in candidate is equal to or less than the number of positions to  
22 be elected, the Trustees may give notice that a Trustee election will not be held. Notice of the  
23 cancellation must be given no later than 30 days before the election date. If the election is not  
24 held, the trustees shall declare the candidates elected by acclamation and issue of “certificate of  
25 election” to each candidate.

26 A candidate intending to withdraw from the election shall send a statement of withdrawal to the  
27 Clerk of the District containing all information necessary to identify the candidate and the  
28 office for which the candidate filed. The statement of withdrawal must be acknowledged by the  
29 Clerk of the District. A candidate may not withdraw after 5:00p.m. **on the 85<sup>th</sup> day before the**  
30 **election.** ~~the day before the election ballot certification deadline in 20-20-401. MCA.~~

31 Except in the event of an unforeseen emergency occurring on the date scheduled for the election,  
32 a proposition requesting additional funding pursuant to § 20-9-353, MCA, may be submitted to  
33 the electors only once each calendar year – on the regular school election day.

34  
35 The District will comply with Montana law in providing access to voting places and  
36 accessibility for individuals with disabilities.

37 Legal References:

38 § 13-1-101 Definitions  
39

40 § 13-10-211, MCA Declaration of intent for write-in candidates  
41 § 15-10-425, MCA Mill levy election (*Revised by House Bill 543*)  
42 § 20-3-304, MCA Annual election  
43 § 20-3-305, MCA Candidate qualification, ~~nomination~~ filing deadline, and withdrawal  
44 § 20-3-313, MCA Election by acclamation – notice  
45 § 20-3-322, MCA Meetings and quorum  
46 § 20-3-324(4),MCA Powers and duties  
47 § 20-3-344, MCA Nomination of candidates by petition in first-class elementary district  
48 § 20-9-353, MCA Additional financing for general fund election for authorization to  
49 impose  
50 § 20-9-426, MCA Preparation and form of ballots for bond election (*Revised by House*  
51 *Bill 543*)  
52 § 20-20-105, MCA Regular school election and special school elections  
53 § 20-20-204, MCA Election Notice  
54 § 20-20-301, MCA Qualifications of elector  
55 ~~§ 13-1-101, MCA Definitions (*Revised by Senate Bill 15*)~~  
56 **Senate Bill 15 Revises election laws related to accessibility for disabled electors**  
57

58 Cross References:

59

60 Policy History:

61 Adopted on: 2.8.2011

62 Revised on: 7.12.2016, 3.8.2022, 10.10.2023

63

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.8.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**8. Policy 2103: Religion and Religious Activities**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

2 STUDENT INSTRUCTION

3 Religion and Religious Activities

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

7 *Student Prayer and Discussion*

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

13 *Staff Members*

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

17 *Assemblies, Extracurricular and Athletic Events*

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

23 *Student Religious Expression and Assignments*

24 Students may express their individual religious beliefs in reports, tests, homework, and projects.  
25 Staff members should judge their work by ordinary academic standards, including substance,  
26 relevance, appearance, composition, and grammar. Student religious expression should neither be  
27 favored nor penalized. A student may read ~~the Bible or other~~ religious material during free  
28 reading time or when self-selected and consistent with a classroom or course requirements.

29 *Graduation Ceremonies*

30 In order to assure the appropriateness and dignity of the occasion, the District sponsors and pays  
31 for graduation ceremonies and retains ultimate control over their structure and content. District  
32 officials may not invite or permit members of the clergy to give prayers at graduation.  
33 Furthermore, District officials may not organize or agree to requests for prayer by other persons  
34 at graduation, including requests from students. The District may not prefer the beliefs of some

35 students over the beliefs of others, coerce dissenters or nonbelievers, or communicate any  
36 endorsement of religion.

37 *Religion in the Curriculum*

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

42 School programs, performances, and celebrations must serve an educational purpose. The  
43 inclusion of religious music, symbols, art, or writings is permitted, if the religious content has a  
44 historical or independent educational purpose which contributes to the objectives of the approved  
45 curriculum. School programs, performances, and celebrations cannot promote, encourage,  
46 discourage, persuade, dissuade, or discriminate against a religion or religious activity and cannot  
47 be oriented to religion or a religious holiday.

48 **Release time for Religious Instruction**

49 **The District shall provide religious instruction release time under which a student may be**  
50 **released for one (1) hour per week. Provided that:**

- 51 • **Parental request is provided, in writing, for release time. This request will be**  
52 **renewed annually, or at a quarter, semester, etc., as students change their school**  
53 **class schedule.**
- 54 • **The release time is for formal instruction and not for church social activities such as**  
55 **ski trips, campouts, etc.**

56

57 *Student Religious Clubs*

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

60 *Distribution of Religious Literature*

61 Students may distribute religious literature to their classmates, subject to the same  
62 constitutionally acceptable restrictions the District imposes on distribution of other non-school  
63 literature. Outsiders may not distribute religious or other literature to students on school property,  
64 consistent with and pursuant to the District policy on solicitations.

65 *Religious Holidays*

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

69

70 Legal Reference: [Kennedy v. Bremerton Sch. Dist., 142 S. Ct. 2407 \(2022\)](#)  
71 [Art. II, Sec. 5, Montana Constitution - Freedom of religion](#)  
72 [§ 20-7-112, MCA Sectarian publications prohibited, religious materials](#)  
73 [allowed, prayer permitted \(revised by House Bills 744, 745\)](#)  
74 [\*\*§ 20-1-308, MCA Religious instruction released time program\*\*](#)  
75

76 Cross Reference: Policy 2085 Graduation Requirements  
77 Policy 2090 Credit Transfer and Assessment for Placement  
78

79 Policy History:  
80 Adopted on: 2.12.2013  
81 Revised on: 1.9.2024  
82 Reviewed on:

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.9.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**9. Policy 2165: Early Literacy Targeted Intervention**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

2

3 **INSTRUCTION**

4

5 Early Literacy Targeted Intervention Programs

6

7 The Board seeks to collaborate with the Board of Public Education and the Office of  
8 Public Instruction to provide parents with voluntary early scholastic literacy targeted  
9 interventions for their children.

10

11 Scholastic literacy means a comprehensive competency in a variety of academic standards and  
12 developmental domains necessary to prepare a child to be successful in the child’s primary,  
13 secondary, and postsecondary pursuits. The academic standards include English language arts,  
14 literacy, mathematics and numeracy.

15

16 Program goals include:

- 17 1. Increasing the number of children who are reading and math proficient at the end of 3<sup>rd</sup>
- 18 grade,
- 19 2. Helping children develop their full educational potential pursuant to Article X, Section
- 20 (1)(1) of the Montana Constitution, and
- 21 3. Fostering a strong economic return for the state on early scholastic literacy investment
- 22 through enhancing Montana’s skilled workforce and decreasing future reliance on
- 23 social programs and the criminal justice systems.

24

25 A child is eligible for an Early Scholastic Literacy Targeted Intervention Program if, based  
26 upon an assessment administered at the request of and with the consent of the child’s parent  
27 or guardian, the child is evaluated to be below trajectory for 3<sup>rd</sup> grade reading or math  
28 proficiency for the child’s age or grade level for the subsequent school year. A child’s  
29 eligibility must be reevaluated using the evaluation methodology at least annually. The  
30 assessment used shall be in accordance with the methodology approved by the Board of  
31 Public Education.

32

~~33 The Board may opt to enroll on target students into the classroom or jumpstart  
34 targeted intervention program and may admit one on target child for every five  
35 eligible children enrolled in the classroom or jumpstart targeted intervention program.~~

36

37 The Board has determined it will offer the following Early Scholastic Literacy  
38 Targeted Intervention Program(s) for an eligible child:

39

40 A full-time based program for eligible children who are four (4) years of age or older on or  
41 before September 10 of the year in which the children are to participate in the program and  
42 are not entering and have not completed kindergarten. ~~A parent/guardian may enroll an~~  
43 ~~eligible child in full-time classroom-based program on a part-time basis.~~ The classroom  
44 based program must align with developmentally appropriate early education learning  
45 standards determined by the Board of Public Education.

46

47 A jumpstart program for eligible children who are aged five years of age or older on or  
48 before September 10 of the year in which the children are to participate in the program and  
49 who have not yet completed 3<sup>rd</sup> grade. The jumpstart program shall occur during the time  
50 between the end of one school calendar year and the start of the next school calendar year as  
51 determined by the Board preceding a child’s entry into kindergarten, 1<sup>st</sup> grade, 2<sup>nd</sup> grade, or  
52 3<sup>rd</sup> grade. The jumpstart program shall be at least 4 weeks in duration and provide at least 120  
53 instructional hours and be aligned to the framework determined by the Board of Public  
54 Education. The jumpstart program shall be designed in a manner to increase the likelihood of  
55 a child being evaluated at the end of the ensuring school year to be at or above a trajectory  
56 leading to reading and math proficiency at the end of 3<sup>rd</sup> grade.

57  
58 Cross Reference: 3110 Entrance, Transfer, and Placement  
59 Legal Reference: § 20-7-1801, *et seq*, MCA Early Literacy Targeted Interventions  
60 Title 10, Chapter 63, ARM Early Childhood Education Standard  
61 (Eff. July 1, 2025)  
62

63 Policy History:  
64 Adopted on: 05.14.2024  
65 Reviewed on:  
66 Revised on:  
67  
68

5.5.2025 Policy Committee - 1<sup>st</sup> Review  
12.9.2025 Full Board – 1<sup>st</sup> Reading  
2.10.2026 Full Board – 2<sup>nd</sup> Reading

12.2.2025 – Policy Committee – 2<sup>nd</sup> Review  
2.3.2026 – Policy Committee – 3<sup>rd</sup> Review

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.10.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**10. Policy 3000: Equal Educational Opportunities**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

4  
5 STUDENTS

6  
7 Equal Educational Opportunities

8  
9 Equal educational and extracurricular opportunities shall be available for all students without regard  
10 to race, color, religion, creed, national origin, sex, age, gender, sexual orientation, gender identity  
11 and expression, ancestry, marital status, military status, citizenship status, culture, social origin or  
12 condition, political affiliation, mental, physical or sensory handicap, or by any other distinguishing  
13 characteristic and other legally protected categories.

14  
15 The District will not knowingly enter into agreements with any entity or any individual that  
16 discriminates against students on the basis of sex or any other protected status. Any student may file  
17 a complaint by using the Section 504 / ADA Grievance Procedures for claims relating to disability  
18 discrimination, the Title IX Sexual Harassment Grievance Procedures for claims of sexual  
19 harassment, or the Uniform Grievance Procedure for all other claims.

20  
21 **Students in private or home school have the right to participate in extracurricular**  
22 **activities in public schools. The District will not restrict extracurricular participation of**  
23 **students in private school or home school based on their enrollment at the public school**  
24 **except as permitted by law. Students in a private or home school seeking to participate in**  
25 **an extracurricular activity shall be required to provide proof of identity and residency to**  
26 **participate.**

27  
28 No student shall, on the basis of sex, be denied equal access to programs, activities, services, or  
29 benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to  
30 educational and extracurricular programs and activities pursuant to Title IX and its regulations. Any  
31 student may file a sex equity complaint by using the District’s Uniform Grievance Procedures.

32  
33 Inquiries regarding discrimination of any kind should be directed to the building administrator or  
34 District’s Title IX Coordinator, who shall provide information and, if necessary, direct the individual  
35 to the appropriate grievance procedures. Inquiries regarding sex discrimination or sexual  
36 harassment may also be directed to the District’s Title IX Coordinator, the Assistant Secretary for  
37 the U.S. Department of Education, or both. The District will annually publish notice of these rights  
38 to students and parents.

39  
40 **The District will not deny or allow educational opportunity based on vaccine status, except**  
41 **those vaccines required by law.**

42		
43		
44	Legal References:	§ 49-2-307, MCA
45		§ 49-3-201, MCA et seq
46		20 USC 1681 et seq
47		42 USC § 12111 et seq.
48		29 USC § 791 et seq.
49		28 CFR 35.107
50		
		Discrimination in education
		Governmental Code of Fair Practices
		Title IX
		Americans with Disabilities Act
		Rehabilitation Act of 1973
		Nondiscrimination on the Basis of Disability in
		State and Local Government Services

51	34 CFR 104.7	Nondiscrimination on the Basis of Handicap in
52		Programs or Activities Receiving Federal
53		Financial Assistance
54	34 CFR Part 106	Nondiscrimination on the Basis of Sex in
55		Education
56	10.55.701, ARM	Board of Trustees
57	<b><u>§ 20-5-112, MCA</u></b>	<b><u>Participation in extracurricular activities</u></b>
58		<b><u>(revised by Senate Bill 350)</u></b>
59	<b><u>§ 20-5-109, MCA</u></b>	<b><u>Nonpublic school requirements for</u></b>
60		<b><u>compulsory enrollment exemption</u></b>
61	<b><u>§ 49-2-312, MCA</u></b>	<b><u>Discrimination based on vaccination</u></b>
62		<b><u>status or possession of immunity passport</u></b>
63		<b><u>prohibited</u></b>
64		
65		
66	Cross References:	<b><u>School Admissions: Entrance, Placement</u></b>
67	<b><u>Board Policy 3010</u></b>	<b><u>and Transfer</u></b>
68	<b><u>Board Policy 3005</u></b>	<b><u>Bullying Intimidation Harassment &amp;</u></b>
69		<b><u>Hazing Prevention and Reporting</u></b>
70		
71	<u>Policy History:</u>	
72	Adopted on:	2.10.2015
73	Revised on:	2.09.2021
74	Reviewed on:	1.7.2025

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.11.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**11. Policy 3410: Student Health/Physical Screenings/Examinations**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

2  
3 **STUDENTS**

4  
5 Student Health/Physical Screenings/Examinations

6  
7 Health services to be provided to all students may take place annually. Such services  
8 may include but are not limited to:

- 9  
10 1. Development of procedures at each building for isolation and temporary care of  
11 students who become ill during the school day;  
12 2. Consulting services of a qualified specialist for staff, students, and parents;  
13 3. Vision and hearing screening;  
14 4. Dental screening;  
15 5. Immunization as provided by the Department of Public Health and Human  
16 Services.

17  
18 ~~Parents will be notified of the specific or approximate dates during the school year~~  
19 ~~when standard screenings administered by the District will be conducted. Standard~~  
20 ~~screenings are not necessary to protect the immediate health and safety of the student~~  
21 ~~or other students and are noted in the Student / Parent Handbook. Parents will receive~~  
22 ~~written notice of any screening result which indicates a condition that might interfere or~~  
23 ~~tend to interfere with a student's progress. Parents or eligible students will be given the~~  
24 ~~opportunity to opt out of the above described screenings.~~

25  
26 Physical Examinations

27  
28 **Parents will receive written notice of any physical or mental health screening**  
29 **result.**

30  
31 Parents or eligible students will be given the opportunity to opt out **of physical or**  
32 **mental health screenings.** ~~The District will not conduct physical examinations of a~~  
33 ~~student without parental consent unless ordered by a court to do so or there is a~~  
34 ~~concern for the health or safety of the student or others is in question. **Further,** parents~~  
35 will be notified of the specific or approximate dates during the school year when **a**  
36 **physical or mental health** screening administered by the District will be conducted.

37  
38 Students who wish to participate in certain extracurricular activities may be required to  
39 submit to a physical examination to verify their ability to participate in the activity.

40  
41 All parents will be notified of requirements of the District's policy on physical  
42 examinations and screening of students, at least annually at the beginning of the school  
43 year and within a reasonable period of time after any substantive change in the policy.

42 Legal Reference: § 20-3-324(20), MCA  
43 § 40-6-701, MCA  
44  
45 20 U.S.C. 1232h(b)  
46

Powers and duties  
Interference with Fundamental  
Parental Rights Restricted – Cause of Action  
General Provisions Concerning Education

47  
48 Policy History:

49 Adopted on: 9.10.2024

50 Revised on:

51 Reviewed on:

52

53

54

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.12.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**12. Policy 3097: Use of Video Monitoring Cameras**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

2  
3  
4 STUDENTS

5  
6 **Use of Video Monitoring Cameras Policy**

7  
8 The Board recognizes the need to provide a safe learning environment for students and  
9 staff. Therefore, the Board authorizes the use of video cameras on District property to assist in  
10 ensuring the health, welfare, and safety of all staff, students, and visitors to District property and  
11 to safeguard District buildings, grounds, and equipment.

12  
13 Video cameras will also be used to assist in ensuring that behavior on school property is  
14 consistent with the established safety and conduct rules, policies and procedures. If unacceptable  
15 behavior is observed and/or reported, timely and appropriate corrective action will occur.

16  
17 The Superintendent or designee is responsible for the implementation of safety and security  
18 measures at each building and the proper use of video monitoring systems. Cameras will be  
19 utilized to monitor activity in common areas such as hallways and parking lots. Only employees  
20 authorized by the Superintendent may use and/or monitor the video surveillance system.

21  
22 Signs shall be posted at various locations to inform students, staff and the public  
23 that video monitoring cameras are in use. The video monitoring of school buildings and grounds  
24 will not include audio recordings unless specific notice is given as required by law.

25  
26 No staff member **or volunteer** may make an use audio or video recording of a student  
27 surveillance in a classroom without permission of the parent, **except for when the event is open**  
28 **to the public. Events open to the public, include but are not limited to public performances,**  
29 **and athletic competitions, or any rehearsals or practices open to the public, without**  
30 **parental permission.**

31  
32 To protect the privacy rights of staff, students, and visitors all state and federal statutes will be  
33 followed.

34  
35 **The District may video record events open to the public, including but not limited to public**  
36 **performances, athletic competitions, or any rehearsals or practices open to the public,**  
37 **without parental permission.**

38  
39 ~~Signs shall be posted at various locations to inform students, staff and the public~~  
40 ~~that video monitoring cameras are in use. The video monitoring of school buildings and grounds~~  
41 ~~will not include audio recordings unless specific notice is given as required by law.—~~

42  
43  
44 Cross References:

45  
46 Legal Reference: §45-8-213, MCA Privacy in Communications

47 §40-6-701, MCA Interference with fundamental rights of  
48 parents restricted (*revised by House Bill 32*)  
49  
50  
51 Policy History:  
52 Adopted on: 9.11.2012  
53 Revised on: 10.10.2023

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.13.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**13. Policy 4332: Display of Flags and Banners on District Property**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

1 **Helena Public Schools**

2

3 **SCHOOL / COMMUNITY RELATIONS**

4332

4

5 Display of Flags and Banners on District Property

6 The District permits only the following flags and banners to be displayed on district or school  
7 property:

- 8 • The U.S. flag
- 9 • The official flag of the state of Montana or any county, municipality, special district, or  
10 other political subdivision within the State
- 11 • The official flag of a school district, public university, or community college
- 12 • The official flag of any state in the U.S.
- 13 • The official flag of any federally recognized tribal nation
- 14 • The official flag of any federally recognized foreign nation
- 15 • The official flag of any branches and units of the U.S. military
- 16 • Official historical flags of the U.S. and the state of Montana, including but not limited to  
17 the Betsy Ross flag, Gadsen flag, or other flags of historical significance
- 18 • The POW/MIA flag
- 19 • Flags or banners representing official school mascots and colors
- 20 • Official law enforcement flags, including but not limited to flags honoring law  
21 enforcement officers and fallen officers

22 **This does not apply to personal clothing, jewelry, or accessories worn by District**  
23 **employees.**

24

25 Legal Reference: *House Bill 819*

26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

31

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.14.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**14. Policy 5025: Employment and Assignment**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

2 PERSONNEL

3 Employment and Assignment

4 Each certificated employee will be employed under a written contract, subject to the terms and  
5 conditions of the collective bargaining agreement, District policies and procedures, and state and  
6 federal statutes. The Board, after receiving the recommendations of the Superintendent, will  
7 determine the non-renewal or termination of certified and classified staff, in conformity with  
8 state statutes, applicable District policies and procedures, and collective bargaining agreements.

9 Classified employees whose positions are covered by a collective bargaining agreement will be  
10 employed subject to the terms and conditions of the collective bargaining agreement, District  
11 policies and procedures, and state and federal statutes. Classified employees whose positions are  
12 not covered by a collective bargaining agreement will be subject to a one-year probationary  
13 period. Their employment is governed by District policies and procedures, and state and federal  
14 statutes, **including, but not limited to verification that the employee is authorized to work in**  
15 **the United States.** The District reserves the right to change employment conditions affecting an  
16 employee’s duties, assignment, and/or supervisor, subject to collective bargaining language.

17 *Assignment, Reassignment and Transfer*

18 The Superintendent may assign, reassign, and/or transfer positions and duties of all staff, subject  
19 to any provisions contained in the collective bargaining agreements, District policies and  
20 procedures and state and federal statutes. Nothing in this policy prevents reassignment of a staff  
21 member during a school year.

22	Legal References:	§ 39-2-904, MCA	Elements of wrongful discharge
23		§ 39-2-912, MCA	Exemptions (wrongful discharge)
24		10.57.601a, ARM	Definition of Immoral Conduct
25		<i>House Bill 226</i>	<b><u>Legal Employment and Government</u></b>
26			<b><u>Accountability Law</u></b>
27			

28 Cross Reference: **Policy 5122** **Criminal Background Investigation**

29 Policy History:

30 Adopted on: 8.13.2013

31 Revised on: 6.11.2019

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.D.15.**

- Call To Order/Pledge of Allegiance
- Review of Agenda
- Recognitions
- Superintendent's Report
- General Public Comment
- Items for Information-Facilities Bond Projects Updates
- Items for Information
- Consent Action Items
- Items for Action
- Reports
- Upcoming Meetings
- Board/Superintendent Comments
- Adjournment

**Item Title:       Item for Action**  
**15. Policy 5075: Termination of Employment**

Board Action	1st Motion	Second	Aye	Nay	Other
Hathhorn					
McKee					
Satre					
Murnane Butcher					
Cleatus					
Walsh					
Armstrong					
Meyer					

2 PERSONNEL

3 Termination of Employment

4  
5 *Dismissal and Non-renewal*

6  
7 The Board, after receiving the recommendations of the Superintendent, will determine the non-  
8 renewal or termination of certified and classified staff, in conformity with state statutes and  
9 applicable District policies.

10  
11 *Resignation*

12  
13 Certified and classified personnel will generally be expected to fulfill the terms of their contracts,  
14 unless clearly compelling, mitigating circumstances prevent the individual from doing so. The  
15 Superintendent is authorized to accept the resignation of an individual employee and must report  
16 such resignation to the Board at the next regularly scheduled meeting. A certified employee who  
17 resigns after signing a contract with the District may face disciplinary action related to the  
18 employee's certificate.

19  
20 *Reduction in Force*

21  
22 The Board has exclusive authority to determine the appropriate number of employees. A  
23 reduction in employees may occur as a result of, but not be limited to, changes in the education  
24 program, staff realignment, changes in the size or nature of the student population, financial  
25 considerations, or other reasons deemed relevant by the Board.

26  
27 The Board will consider in no particular order all or some of the following criteria in determining  
28 order of dismissal when it reduces staff;

- 29  
30
- 31 • performance evaluations,
  - 32 • staff needs,
  - 33 • seniority,
  - 34 • experience inside and outside the district,
  - 35 • professional development,
  - 36 • curricular or industry knowledge,
  - 37 • endorsements and/or certifications, and / or
  - 38 • other reasons it deems relevant.

39 For any employees covered by a collective bargaining agreement the Board will follow the  
40 procedure stated in the current CBA when considering a reduction in force.

41 *Payment of Wages Upon Termination*

42  
43 When a District employee quits, is laid off, or is terminated, wages owed will be paid on the next  
44 regular pay day for the pay period in which the employee left employment or within fifteen (15)  
45 days, whichever occurs first. In the case of an employee terminated for allegations of theft  
46 connected to the employee’s work, the District may withhold the value of the theft, provided the  
47 employee agrees in writing to the withholding or charges have been filed with law enforcement  
48 within (7) business days of separation. If no charges are filed against the employee within thirty  
49 (30) days of the filing of the report with law enforcement, wages are due upon the expiration of  
50 the thirty (30) day period.

51  
52 Legal References: § 20-4-204, MCA Termination of tenure teacher services  
53 § 20-4-206, MCA Notification of non-tenure teacher re-election –  
54 acceptance – termination  
55 §20-4-207, MCA Dismissal of a teacher under contract  
56 §10.55.701, ARM Board of Trustees  
57 §10.57.611, ARM Substantial Material Non-Performance  
58 *Booth v. Argenbright*, 225 M 272, 731 P.2d 1318, 44 St. Rep. 227 (1987)  
59 **House Bill 602** **Require school district personnel to inform board**  
60 **of trustees of reductions in force**  
61  
62

63 Cross References: Helena Public Schools Employee Handbook  
64 Helena Public Schools Administrators’ Handbook  
65

Policy History:

Adopted on: 8.13.2013  
Revised on: 9.12.2023  
Reviewed on:

66

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VI.E.1. - E.10.**

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**Item Title:**

**Reports**

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

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VII.**

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**Item Title:       Upcoming Meetings**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item VIII.**

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**Item Title:        Board/Superintendent Comments**

**HELENA SCHOOL DISTRICT  
Board of Trustees Meeting**

**Meeting Date:** 2/10/2026

**Item IX.**

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**Item Title:      Adjournment**