TO: **Trustees, East Helena Schools**

FROM: **Dan Rispens, Superintendent**

BOARD MEETING: **February 9, 2026**

RE: **Student Enrollment (February 3, 2026)**

School	Grade Level	To Date	Month Ago	Year Ago
Eastgate	Age-K	47	47	51
	K	142	143	113
EG Total		**[189]**	**[190]**	**[164]**
Prickly Pear	1	128	127	128
	2	133	132	149
Prickly Pear Total		**[261]**	**[259]**	**[277]**
Radley Elementary	3	158	157	145
	4	158	157	146
	5	150	148	136
Radley Total		**[466]**	**[462]**	**[427]**
East Valley	6	148	148	153
Middle School	7	143	143	149
	8	147	149	167
EVMS Total		**[438]**	**[440]**	**[469]**
East Helena High	9	167	172	149
	10	125	130	145
	11	124	124	138
	12	119	118	121
EHHS Total		**[535]**	**[544]**	**[553]**
EVMS 227	6	2	2	10
	7	16	16	9
	8	12	10	9
EVMS 227 Total		**[30]**	**[28]**	**[28]**
EHHS 227	9	11	5	5
	10	19	16	20
	11	22	25	17
	12	19	19	16
EHHS 227 Total		**[71]**	**[65]**	**[58]**
TOTALS		**1990**	**1988**	**1978**

EASTGATE ELEMENTARY SCHOOL

School Board Report
February 9th, 2026

PRICKLY PEAR ELEMENTARY SCHOOL

Chairman Walter and Trustees,
Here are some monthly items to share with you.

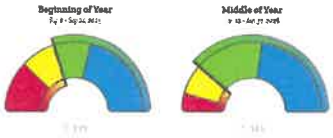
Data Highlights

Reading

LittleLantes



Kindergarten



1st Grade

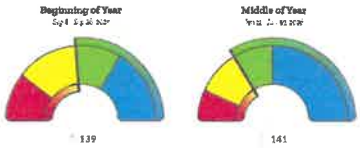


2nd Grade

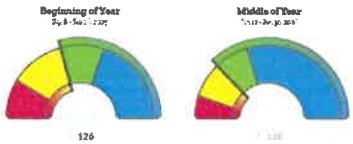


Math

Kindergarten



1st Grade



2nd Grade



K and LL Numbers
Historical information on kindergarten registrations and LittleLante applications is below.

Kindergarten Registrations
- 2/12/22 - 49
- 2/12/23 - 68
- 2/12/24 - 81
- 1/31/25 - 117
- 1/30/26 - 88

Early Literacy Classroom Applications
- 2/12/23 - 25
- 2/12/24 - 60
- 1/31/25 - 47
- 1/30/26 - 48

Character Strong

For the month of February, our character trait is honesty. We will be talking about ways to be truthful, how to practice positive self talk, how to be honest at school and at home, how to have more emotional awareness, and much more!

Early Release

- Our January Early Release time was spent with Jenny Jarvis from OPI. Mrs. Jarvis presented information on Advanced Learners and students who would be considered Gifted and Talented (GT). Part of the training was how to identify students who might qualify for GT as well as ways to continue to differentiate in the classroom.

Upcoming Events

- February 16th - No School
- February 23rd - Early Release - Dignity Index and Parent Teacher Conference Prep
- February 27th - 227 Day!

Thank you!

Brandon Crusat, Eastgate and Prickly Pear Elementary Principal

Month	Gen. Innap./Defiance	Playground	Fighting/Physical Contact	Bus	Weapons	Vandalism	Threat	Bullying	Harassment	Profanity	Total
September											0
October	15	1	5								21
November	2	1	1								4
December	7	6									13
January	3										3
February	3	1	2								6
March											0
April											0
May											0
June											0
Total	30	9	8	0	0	0	0	0	0	0	47

Month	Warning	Time Out	Conference	Parent Call	Bus Sus.	Alt. Recess	OSS	ISS	CSCT	Total
September										0
October			21	21		14	3	3	1	63
November			4	4		4				12
December		1	13	13		11		1		39
January			3	3		3				9
February			6	6		6				18
March										0
April										0
May										0
June										0
Total	0	1	47	47	0	38	3	4	1	141

Eastgate Elementary

Month	Gen. Innap./Defiance	Playground	Fighting/Physical Contact	Bus	Weapons	Vandalism	Threat	Bullying	Harassment	Profanity	Total
September											0
October	7	4	7							2	20
November	1	1	7	2	1					2	14
December	4	4	4	1							13
January	3	1	3								7
February	6	6	7							3	22
March											0
April											0
May											0
June											0
Total	21	16	28	3	1	0	0	0	0	7	76

Month	Warning	Time Out	Conference	Parent Call	Bus Sus.	Alt. Recess	OSS	ISS	CSCT Referral	Total
September										0
October		3	20	20		13		4		60
November			14	14	2	7	3	2		42
December		1	13	13	1	8	1	2		39
January			7	7		4		3		21
February			22	22		18	2	4		68
March										0
April										0
May										0
June										0
Total	0	4	76	76	3	50	6	15	0	230

Prickly Pear Elementary

EAST HELENA PUBLIC SCHOOLS

School District No. 9 • PO Box 1280 • East Helena • Montana • 59635

Superintendent/Administration Office (406) 227-7700
Eastgate Elementary (406) 227-7770, grades pre & K
Prickly Pear Elementary (406) 227-7720, grades 1-2
Radley Elementary (406) 227-7710, grades 3-5
East Valley Middle School (406) 227-7740, grades 6-8
East Helena High School (406) 227-7730, grades 9-12

SUCCESS FOR ALL

February 9, 2026 Radley Elementary Board Report Gus Somerfeld

- **OVERALL READING DATA**

Benchmark Cycle	Tier I	Tier II	Tier III	
Fall Cycle	40%	35%	26%	Net Growth
Winter Cycle	53%	28%	19%	+13%

- **OVERALL MATH DATA**

Benchmark Cycle	Tier I	Tier II	Tier III	
Fall Cycle	26%	49%	24%	Net Growth
Winter Cycle	49%	39%	13%	+23%

- Key clarification from the numbers:
  - Our recent i-Ready benchmarking data reveals a distinct divergence between literacy and numeracy development: reading typically shows higher initial proficiency in the fall but a more gradual rate of growth, whereas math follows a steeper, more accelerated trajectory. This is largely due to the **spiral nature of ELA curricula**, where students revisit and refine complex comprehension and analytical skills at increasing depths throughout the year. In contrast, **math follows a linear, building-block path** where mastery of one discrete topic immediately 'bleeds' into and supports the next, resulting in more visible, step-by-step growth as students acquire new mathematical competencies.
  - We are slightly below our midyear benchmarks as compared to previous years by a couple percentage points. We've evaluated the information with our intervention teams and I hope to report strong numbers during the Spring benchmarking cycle.

- Mid-year staff evaluations are in full swing. It's been refreshing to see how reflective our staff are as it relates to their professional growth. Additionally, during our last early release training, we spent a portion of that time analyzing the data, which we call data dives. Staff had guiding questions to help form a plan for addressing what the data is telling us.
  - Evaluate your math and reading data.
  - Which students are on track to make their stretch growth? Which are not?
  - Identify 3 positives from your data (can be math or reading)
  - Do you have any "stragglers" (students not making progress)? Identify 3 action steps for those students (math AND reading).

- Our campus is currently experiencing a significant increase in the frequency and intensity of high-needs behaviors, a trend that has placed a heightened operational burden on our entire staff. To address this, we are proactively navigating the challenge by expanding our professional capacity, ensuring a larger cross-section of our faculty is equipped with the specialized de-escalation and intervention skills necessary to manage these situations effectively. By strategically 'spreading the load' and diversifying our internal support network, we are working to maintain a stable learning environment while ensuring that the necessary social-emotional and academic resources reach all students without compromising the quality of Tier I instruction.

- Upcoming Events:
  - Mar. 2 School Family Assembly (Honesty), 2:35-3:05
  - Mar. 5 5th Grade Band Concert
  - Mar. 6 End of Trimester 2 for Specials

- Discipline Report

January Resolution Resolution Data				
Total Resolutions	**Total Students**	**3rd Grade**	**4th Grade**	**5th Grade**
53	33	27	24	2
Before Class	**After Class**	**During Passing**	**During Lunch/Recess**	**During Class**
1	1	4	17	14
Classroom	**Cafeteria**	**Hallway/Stairs/Gym**	**Restroom**	**Playground**
16	2	6	2	19

Year to Date Resolutions				
Total Resolutions	**Total Students**	**3rd Grade**	**4th Grade**	**5th Grade**
255	67	112	120	23
Before Class	**After Class**	**During Passing**	**During Lunch/Recess**	**During Class**
9	5	10	73	93
Classroom	**Cafeteria**	**Hallway/Stairs/Gym**	**Restroom**	**Playground**
96	13	20	8	78

2025-2026 --- Radley Discipline Report

TYPE of REFERRAL

	General Misbehavior	Open Defiance	Fighting or Intent to Harm	Bullying	Bus Discipline	Chronic Minor Behavior	Weapons or Substances	Vandalism	Threat or Intimidation	Theft	Harrassment	Profanity	monthly totals
September	15	13	7	1		5		2	5		6	1	55
October	8	20	15	2	1	7			7		5		65
November	8	10	7			2			8	1	2	1	39
December	3	18	5	2		5			3	1	7	1	45
January	13	22	4			2		1	2	3	5	1	53
February													0
March													0
April													0
May/June													0
total	47	83	38	5	1	21	0	3	25	5	25	4	257

CONSEQUENCES

	Warning	Time out	Work Detail	Conference	Parent Meeting	Bus Suspension	Recess Det.	Lunch Detention	Detention	**ISS	***OSS	Alternative	monthly totals
September	3	5	1	1	1	1	16	4		9	3	11	55
October	2	4		1	3	1	15	2		23	9	5	65
November		1	1		2		7			10	8	10	39
December	1	2		3	2		21	4		3	9		45
January		4			8		11			15	4	11	53
February													0
March													0
April													0
May/June													0
total	6	16	2	5	16	2	70	10	0	60	33	37	257

* Every office discipline referral results in a parent phone call, at a minimum.
** In-School Suspension
*** Out of School Suspension

East Valley Middle School

Success for All Students

EVMS January Board Report

227 Charter Update

The 227 Charter at EVMS has been up and running successfully in Trimester 1 and is almost done with Trimester 2. Students are engaged in learning and are increasing their data in math and ELA on our IXL program. Below you will see MAST data from our most recent round of testing.

MAST has adjusted cut-off scores, which has caused our data to drop. It is important to note that MAST is currently not a reliable tool, in my view, as we do not yet have enough consistency, longitudinal data, or statewide results to determine what is proficient and what is not. In its first year, data was pulled from pilot districts that were high-performing districts with higher socioeconomic standings.

It will take time, more data points, and consistency before the data becomes reliable; however, it is still helpful to review as a reference for future testing.

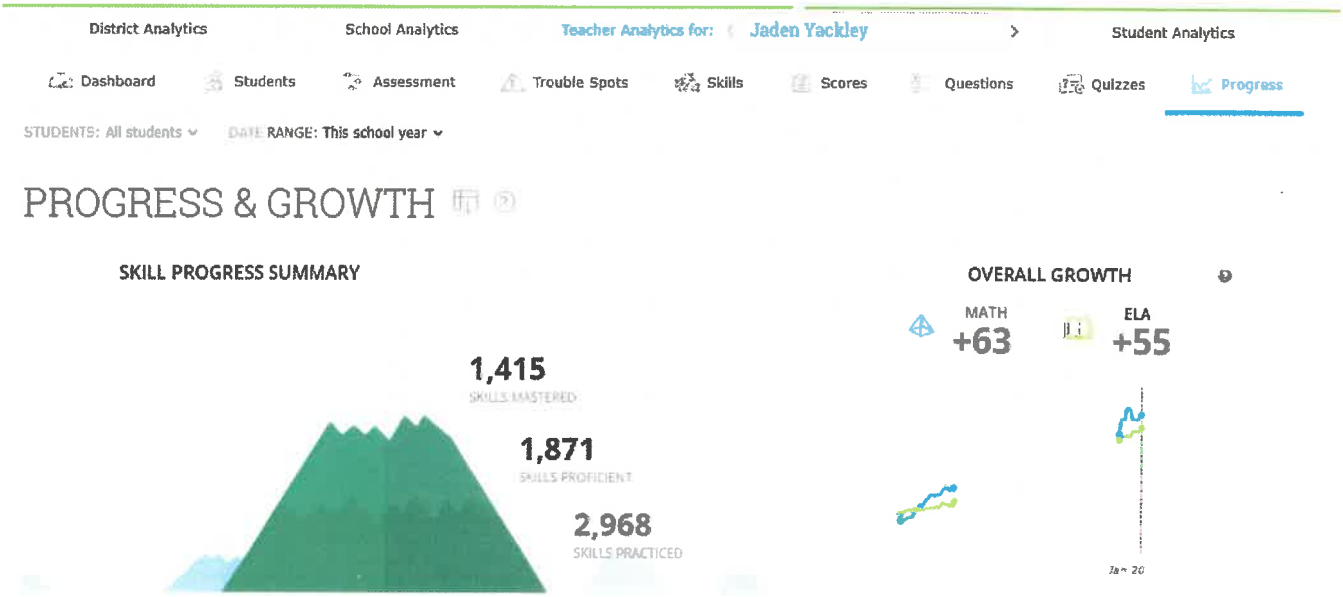
Data

227 MAST

Math	7th Grade	Math	8th Grade
Computational Fluency	2% Level 2	Coordinate Plane	100% Level 1
Add and Subtract Rational	21% Level 3	Compare and Interpret Functions	0% Level 3
	50% Level 2		44% Level 2
	29% Level 1		56% Level 1

Expressions with Rational Numbers	**21% Level 3**	**Construct Functions**	**0% Level 3**
	21% Level 2		**44% Level 2**
	57% Level 1		**56% Level 1**
Multiply and Divide Rational Numbers	**7% Level 3**	**Linear Equations in One Variable**	**0% Level 3**
	64% Level 2		**11% Level 2**
	29% Level 1		**89% Levin 1**
Solve Problems with Rational Numbers	**14% Level 3**	**Proportional Relationships and Lines**	**0% Level 3**
	43% Level 2		**56% Level 2**
	43% Level 1		**44% Level 1**

227 IXL Data Progress and Growth



EVMS IXL

SKILL PROGRESS SUMMARY



		SKILL PROGRESS				ASSESSMENT GROWTH		
		Total questions answered	Skills practiced	Skills proficient	Skills mastered	Students with current levels	Current average level	Average monthly growth
Grade 6		207,392	7,404	4,832	3,521	129	584	+17
		71,154	2,212	1,210	1,010	127	589	+13
		45	5	0	0			
Grade 7		112,108	4,950	2,707	2,153	136	611	+9
		69,240	2,583	1,384	1,108	135	710	+15
		11	2	0	0			
Grade 8		120,904	4,863	2,906	2,013	130	635	+10
		52,272	1,878	1,008	787	131	679	+16
		212	5	0	0			

Behavior: Welcoming students back to school has brought the increase in behaviors with it. Overall, the increase in behaviors have included a lot of swearing, other classroom disruptions, and chronic tardies. We have been diligently working to re-teach classroom expectations and routines since Christmas break.

2025-26 Referrals	Referrals	Detentions	2024-2025 Referrals
August	2		
September	89	26	46
October	99	28	89
November	73	24	49
December	78	17	53
January	109	30	77

2025-26 EVMS Discipline Report

	Gen. Inapp. Beh	Open Defiance	Fighting	Bullying	Bus Discipline	Chronic Refocus
August						
September	11	4	2	2	2	22
October	20	8	8	3	2	14
November	12	11		2		8
December	9	8	3	2	1	9
January	8	11	2	5	3	22

	Threat/Intimi	Theft	Harassment	Assult	Disruption	Drugs/Tobacco//	Cell Phone
August			1		1		
September	2		8		19	3	14
October	3	1	6	3	19	4	7
November	2		3	2	24		8
December	1	1	6	2	20		12
January	3		4	1	38	1	10

Consequences

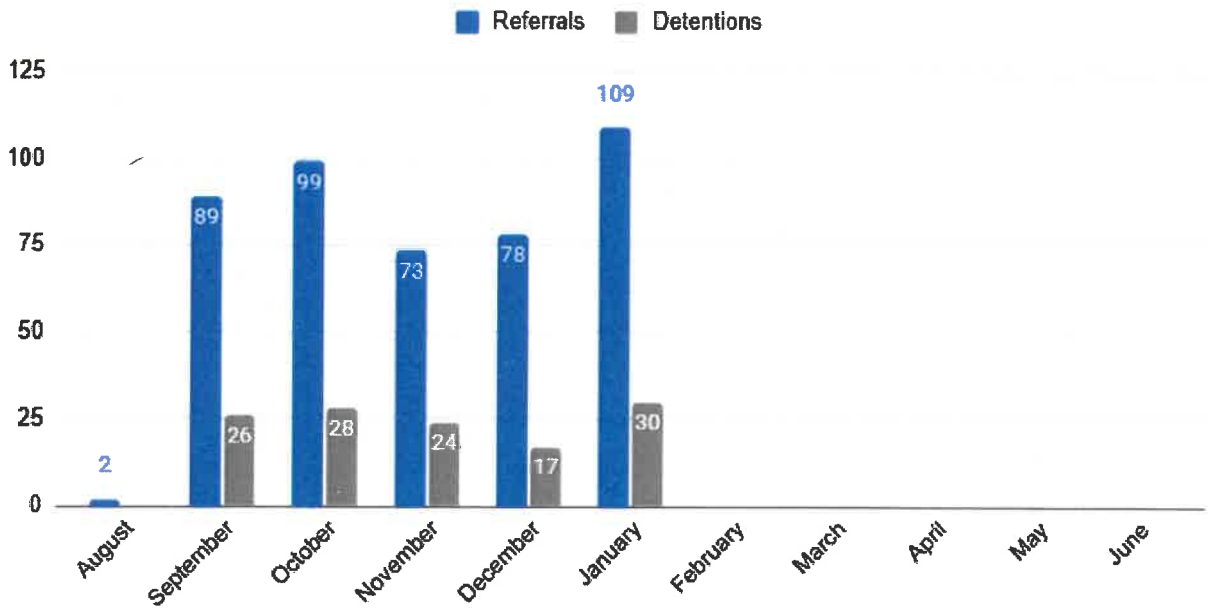
	Warning	Intervention	Work Detail	Other	Parent Meeting
ugust				1	
eptember	20	1		9	2
ctober	9	4		12	
ovember	2	2		19	
ecember	2	3		13	1
anuary	3	8		20	

	Lunch Det.	Recess	Detention	**ISS	Parent Call	***OSS
ugust					1	
eptember	19		26		6	17
ctober	21		28		4	37
ovember	19		24		3	12
ecember	33		17		3	14
anuary	42		30		8	14

By Grade	Aug.	Sept.	Oct	Nov.	Dec	Jan	
6th Grade			13	15	10	23	32
7th Grade			14	31	31	11	17
8th Grade		2	75	70	44	53	79

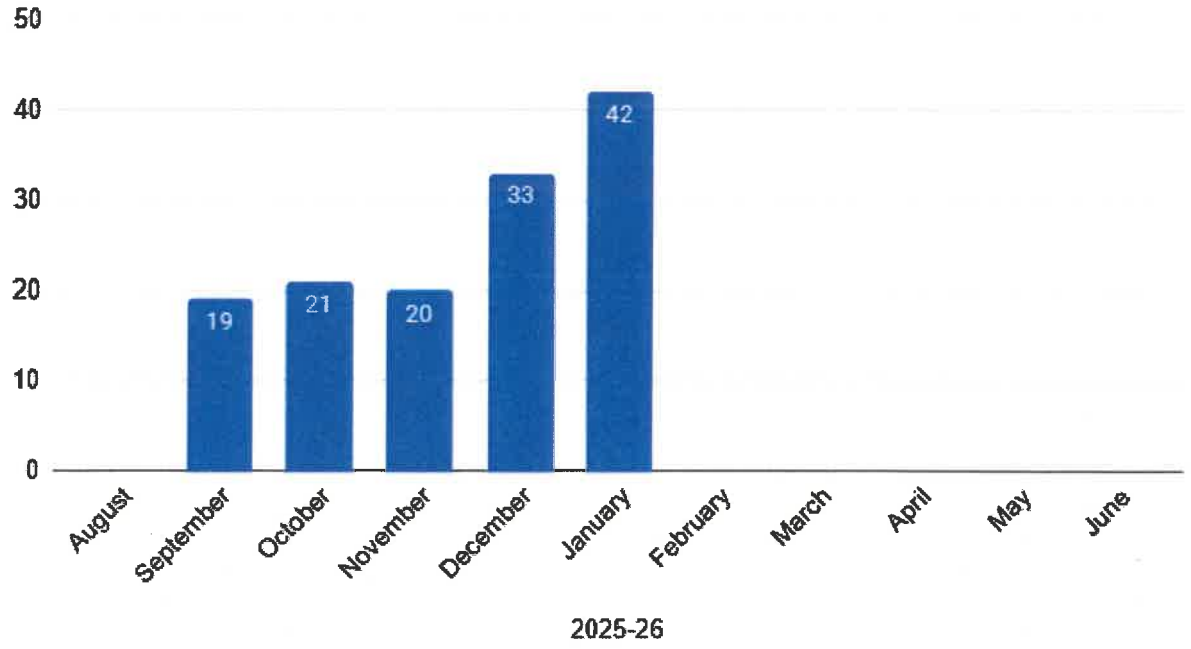
Location	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	
Classroom		1	68	65	58	60	90
Hallway		1	8	17	5	6	6
Playground			5	5	3	6	7
Cafeteria						1	
Bathroom			2	4	2		1
Other Outside			3	6	4	4	2
Bus			2	2	1	1	3

2025-26 Referrals

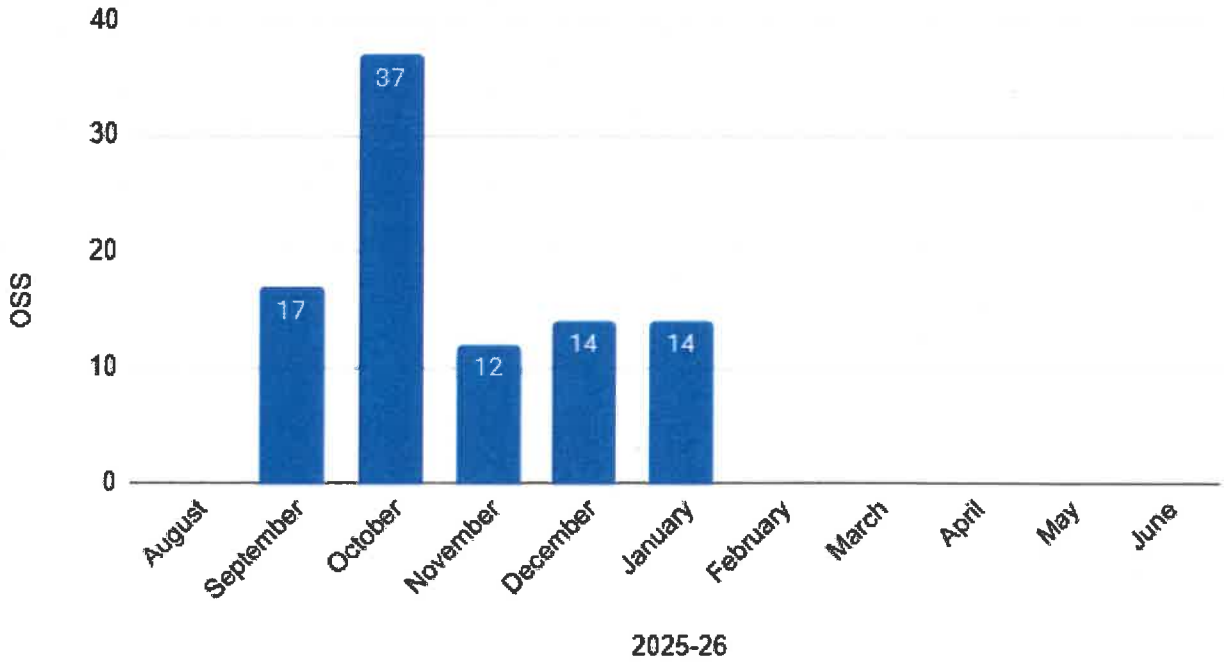


2025-26 Referrals/Detentions

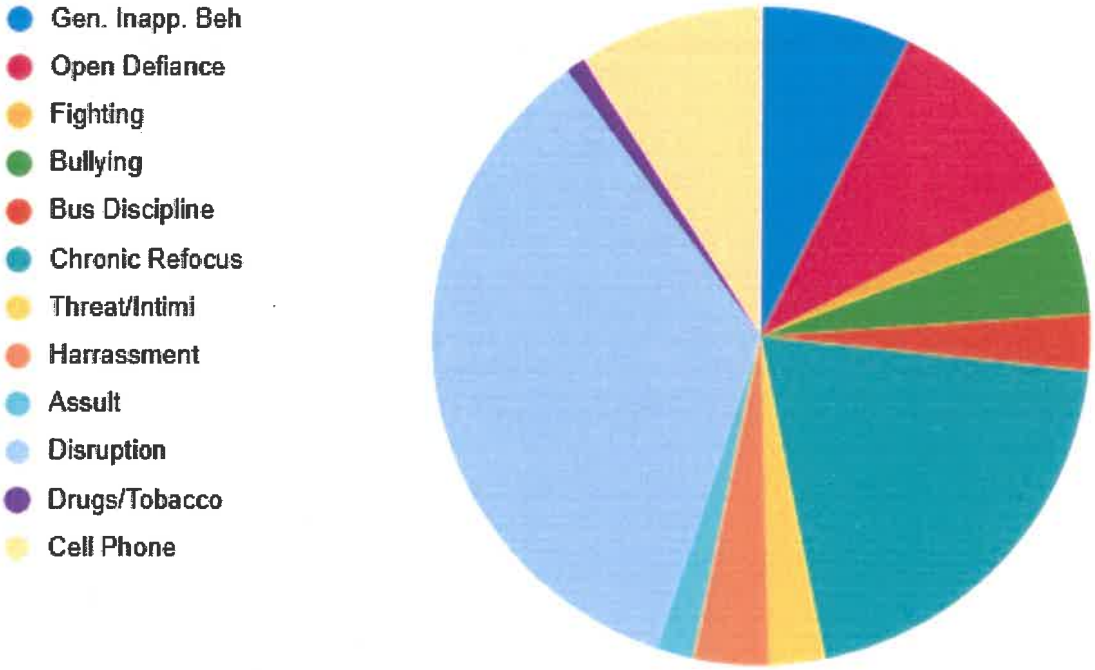
2025-26 Lunch Detention



2025-26 OSS



Types of Referrals - 2025-26



East Helena High School
"Home of the Vigilantes"
2760 Valley Drive, East Helena, MT 59635
(406) 227-7730 - Phone ■ (406) 227-3520 - Fax

EHHS Principal Report

February 2026

227 Academy

From the first Semester we had in person 227 students earn 50 Semester credits. In person students in 227 do from 1-6 classes in 227, spending the rest of their time in HS classes. There are 39 students in person at the Academy for Semester 2.

In the Academy we also have 7 students doing the HiSET Options (like the GED), with 3 having passed all required tests. The 3 who have passed are either now enrolled in HS Classes, working, or enrolled at Helena College.

Our online students are our 3rd group who are enrolled in 1-7 classes online, some with HS classes as well. We had 13 students complete 34 credits in Semester 1, with a further 18 students moving either full-time or part time to online learning for Semester 2.

In total we had 52 students during Semester 1 who earned 78 Semester credits.

We have 14 students who either rarely attend or don't come to school but are still enrolled. We had 5 online students who failed either all or a majority of their classes.

We will have 74 students enrolled in the 227 Academy for Semester 2.

Calendar Committee

The Committee will meet next week to finalize recommendations for a Calendar for 2026-27. The 4 Day Calendar Sub Committee K-8 representatives will present to the Board tonight to discuss Pros and Cons from their building's perspective.

Sport Milestones

Eli Erdahl (Class of 26') and Cooper Dighans (Class of 26') both recorded their 100th wins in Wrestling, and Deondre Ellis (Class of 26') scored his 1000th point in Basketball.

Women in STEM Day

Ms. Hayter this month organized multiple STEM related businesses which had interactive displays of their programs ranging from St. Peters to Physical Therapists to Helena College and other local providers.

College Signings

Austyn Fairburn signed with Sterling College for Girls Soccer and Rori Schoenfeld signed with Dickinson State for Volleyball and Track.

Teacher of the Month

Montana Radio's Teacher of the Month was awarded to Mr. Ferris (Math).

Helena HS Weld Off

Every year East Helena HS competes against Helena HS. They make something out of scrap metal in a short period of time based on a theme. This year our two teams finished 2nd and 3rd.

Employment Related

March 4th will be Shadow Day for East Helena students at the Trades Center of Helena College near the airport.
March 18th will be the Job Fair Day at East Helena HS. Traditionally over 30 local businesses set up, and we are hoping to surpass last year's total.
Natalie Patterson (12) also completed and passed her Certified Nurse Assistant certification.

Prom

The Prom will be at Kleffner Ranch on March 7th, and the theme is 'A Night in Paris'. Last Saturday night was the 'Winter Dance' night in the HS Commons.

Pep Assembly

Last Friday we saw our Winter Pep Assembly, to celebrate and promote our Winter Activities at the HS. A massive thanks to the School Council and Ms. Schoenfeld for organizing the celebration and activities.

Shout Outs

To the Speech, Debate, and Drama team for winning their 2nd consecutive Eastern Divisional team title.
To DECA who competed at State for the first time.
To our Music Departments Choir and Band who competed in State Festivals recently in Polson and Sidney respectively.

February School Board Report 2026
East Helena High School

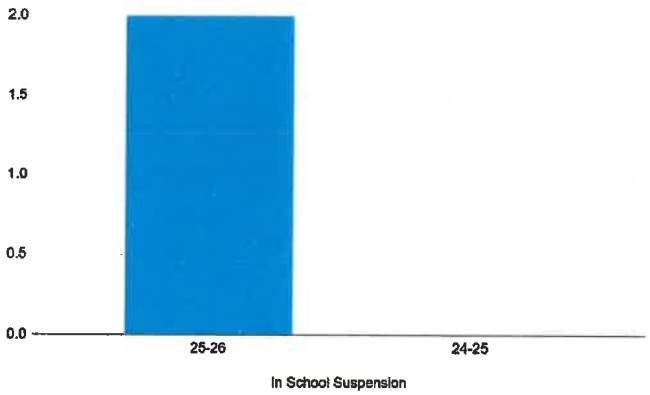
PBIS Program:

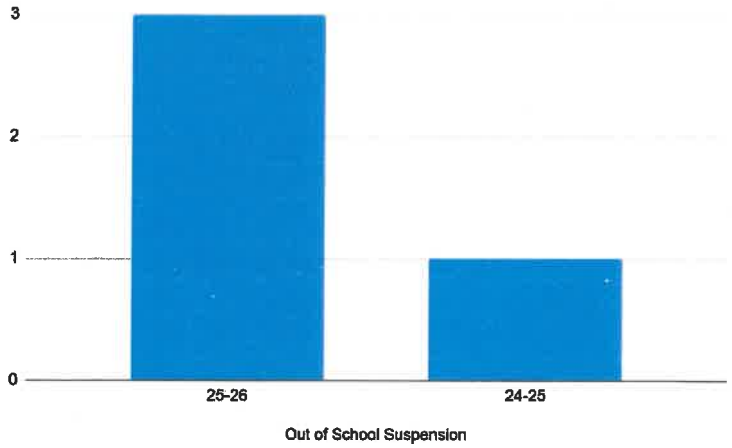
There were 30 office referrals this month for both EHHS and the 227 Academy. Of those office referrals, 24 separate students were listed in each incident. The chart below shows the percentage of students who fall into each Tier in our system. Students in Tier 1 have zero office referrals. Students in Tier 2 are students who have received a referral and any consequence excluding suspensions. Students in the Tier 3 category are our students who have received a consequence including any sort of a suspension, whether that was an in-school suspension or an out of school suspension.

PBIS Tiers	Students	Percentage
Tier 1	650	96.5%
Tier 2	19	2.8%
Tier 3	5	0.7%

Discipline Report:

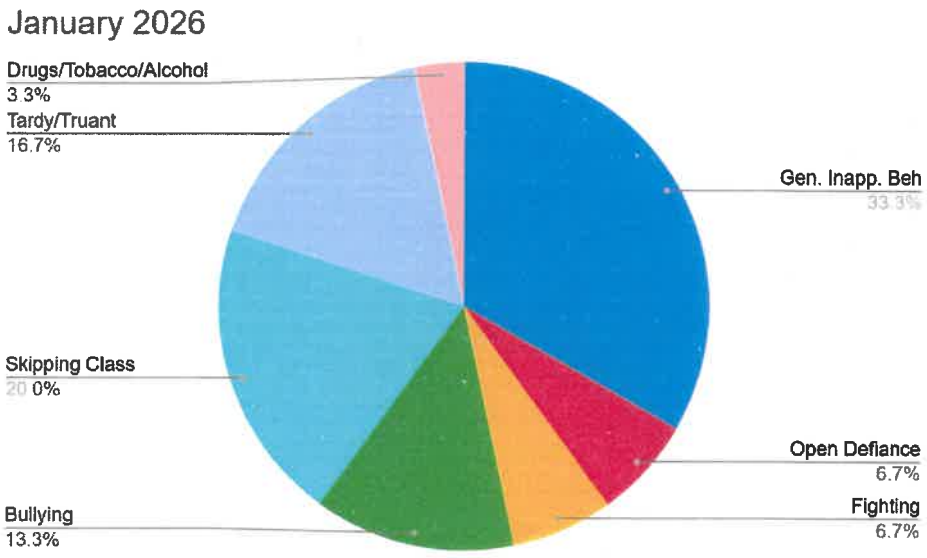
In January, EHHS saw a total of 30 office referrals with 15 detentions. Out of the total office referrals there were 2 In-School Suspensions (ISS) and 3 Out-Of School Suspension (OSS). This is an increase from the previous year but still lower suspensions for a longer month. We are working hard to teach and reteach expectations for students so that suspensions are not occurring as frequently.





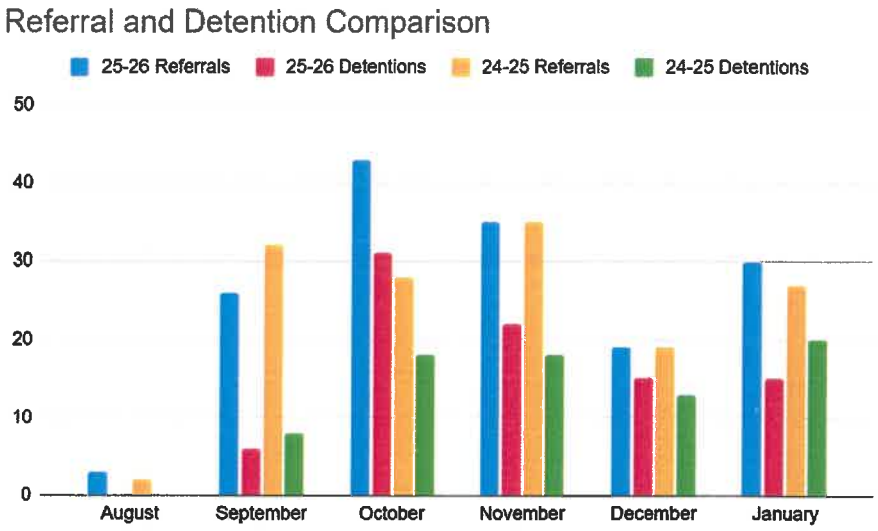
Office Referrals by Category:

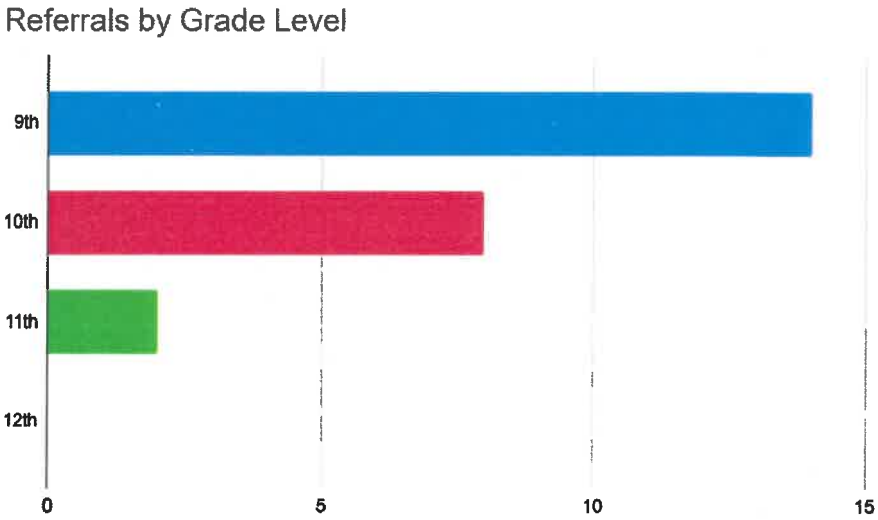
The types of office referrals in January are outlined in the graph below. General Misbehavior in class is the highest number of referrals we see in each month. Other issues of skipping classes and tardies continue to be an issue for some students. We are working with our staff to determine the best way to address attendance and tardy issues.



Comparison of Referrals and Detentions:

The chart below compares our referrals and detentions this school year to the last school year. As you can see, our students are doing what is expected of them the majority of the time they are on campus. We are also working with students and staff to address areas of concerns and provide for students.





Shout-Out to Deputy Stoltz:

This last month has shown how incredibly important it is to have an excellent School Resource Officer on campus. Not only does it help to build relationships with our students and community but our campus is incredibly safe at all times. A few weeks ago, a student reported a suspicious person in our parking lot. Deputy Stoltz was out and had the situation handled so quickly that most did not even know an issue was happening. It was amazing to have a student report an issue and feel comfortable making the call, but even more amazing to see the quick response from Deputy Stoltz and all of the agencies that responded. We are forever grateful for the work of Deputy Stoltz and all he does for the East Helena Community.

Mrs. Klock
EHHS Vice Principal

East Helena High School

School District No. 9 * P.O. Box 1280 * East Helena, MT. 59635

District Office (406) 227-7700 * EHH School Office (406) 227-7730

"Success For All"

To: East Helena School Board

From: Shaun Murgel

Subject: 02/09/2026

Activities: Happy February. Our Winter sports are flying by. Speech and Debate has finished their season with a 1st place trophy at the Eastern Divisional Meet and finishing up 6th at the state meet. Congratulations to our kids and coaches. Swimming will be the next sport to finish up their season. They go to Great Falls the second week of February with some very strong swimmers. Our last state championships that occur in February is wrestling. Our wrestlers will be competing in Lockwood at the Divisional meet this weekend before heading to the Metra for the state tournament. We have had 2 wrestlers accomplish 100 wins in their career this season. Congratulations to Eli Erdahl and Cooper Dighans. The last week of February we will have our boys and girls basketball hopefully qualified to go to the Divisional Tournament which is also held in the Metra. They are both in 3rd place in the league and if they finish that way they will automatically qualify.

We are gearing up for spring sports as well. We will have our Spring Sports meeting on Mar 10, 2026 in the high school gym at 6:00 PM.

Transportation: Kirk has been working hard to find some drivers as we have had one retire and one that has moved out of town. He is always on the look out for people that are interested in just subbing on routes as we have our drivers out on Athletic trips. .

Kirk Hedrick khedrick@ehps.k12.mt.us Transportation Supervisor Contact

https://ehhs.ehpsmt.gov/ehhs-athletics-activities/athletics-updates/sports

District Website link:

https://www.ehpsmt.gov/

AD Newsletter link:

https://ehhs.ehpsmt.gov/ehhs-athletics-activities/athletics-updates

Facilities: As always we are always extremely busy with outside groups using our facilities. The requests are always coming in and we do our best to accommodate as many of the requests as possible.

Facility Use Schedule Link and my email:

https://www.ehpsmt.gov/district-facilities/district-facility-use/facility-reservation-instructions

smurgel@ehps.k12.mt.us.

Thanks

Shaun Murgel

EHPS Technology Report

Feb. 9th, 2026

To the EHPS Chairman and Board of Trustees,

January/February is Spring ANB month! The official count day fell on February 2nd, and the schools and I have been working to ensure our numbers are 100% accurate for this reporting period. This is a fairly time-consuming process so it is my primary focus for the month.

I have begun the process of getting quotes to replace some of our aging Windows devices for teachers, as well as iPads and Chromebooks for students for the 2026-2027 school year. I am expecting an increase in prices this year due to the current RAM and SSD shortages and that may carry into subsequent years as there's no indication of when it may be resolved. Current estimates are 10-20% higher at the moment and those are expected to continue rising moving forward.

As mentioned last month, our internet provider contract is up at the end of the school year. The E-Rate process is complete and we are waiting on the quotes to come in from our E-Rate consultant before moving forward.

The school bus wifi trial went well. I had installed a Kajeet wifi hotspot in the double-decker bus for staff/students to use. The overall cost is approximately $1200 for the first year (includes the hardware and first year of service), then $30/month after for unlimited data with a CIPA-compliant internet filter. They are not hardwired into the bus, allowing mobility if needed. The current plan is to purchase three devices.

Finally, last year we purchased new Ruckus network switches to replace the few outdated Aruba switches and Ruckus wireless access points for Prickly Pear Elementary using E-Rate funding. These are here and the configurations have been created. Those devices will be installed soon at a time that is least disruptive for the schools.

Thank you for your time,

Eric Power
Technology Coordinator

EHPS

Dan Rispens <drispens@ehps.k12.mt.us>

Public Charter School Update - Contracts and Variances

1 message

Flynn, McCall <MFlynn@mt.gov> Wed, Jan 21, 2026 at 3:31 PM
To: "hehnj@billingsschools.org" <hehnj@billingsschools.org>, "garciavelasqueze@billingsschools.org" <garciavelasqueze@billingsschools.org>, "olszewskic@billingsschools.org" <olszewskic@billingsschools.org>, "klasnag@billingsschools.org" <klasnag@billingsschools.org>, "casey.bertram@bsd7.org" <casey.bertram@bsd7.org>, "lacy.clark@bsd7.org" <lacy.clark@bsd7.org>, "LesMeyer@ftbroncs.org" <LesMeyer@ftbroncs.org>, "mhill@mcpsmt.org" <mhill@mcpsmt.org>, "nalaatsch@mcpsmt.org" <nalaatsch@mcpsmt.org>, "gharrison@mcpsmt.org" <gharrison@mcpsmt.org>, "drispens@ehps.k12.mt.us" <drispens@ehps.k12.mt.us>, "painem@sd5.k12.mt.us" <painem@sd5.k12.mt.us>, "biangonej@sd5.k12.mt.us" <biangonej@sd5.k12.mt.us>, "chris.campbell@sd5.k12.mt.us" <chris.campbell@sd5.k12.mt.us>, "jackie_mainwaring@gfps.k12.mt.us" <jackie_mainwaring@gfps.k12.mt.us>, "rweltz@helenaschools.org" <rweltz@helenaschools.org>, "McKay, Josh" <jmckay@helenaschools.org>, "petej@corvallis.k12.mt.us" <petej@corvallis.k12.mt.us>, "hollowayb@sd5.k12.mt.us" <hollowayb@sd5.k12.mt.us>, "stanfielda@sd5.k12.mt.us" <stanfielda@sd5.k12.mt.us>, "wellsr@hsd3.org" <wellsr@hsd3.org>, Jolene Tollenaar <jolenet@csd1.us>, "jonartjm@bsd1.org" <jonartjm@bsd1.org>, "tobin.novasio@hardin.k12.mt.us" <tobin.novasio@hardin.k12.mt.us>, "brad.moore@lewistown.k12.mt.us" <brad.moore@lewistown.k12.mt.us>, "goodmanrw@libbyschools.org" <goodmanrw@libbyschools.org>, "sandra.beal@ronank12.edu" <sandra.beal@ronank12.edu>, "josh.illig@ronank12.edu" <josh.illig@ronank12.edu>
Cc: "Munkres, Lea Ann" <lmunkres@mt.gov>

Public Charter Schools—

On January 15, 2026, the Board of Public Education approved revisions to the Public Charter Contracts, as well as the process to include Variance to Standards that have been approved through the process in ARM 10.55.604 to the Public Charter Contracts. Attached you will find a redline version of the Public Charter Contract, as well as a list of the public charter schools that will have variances added to their revised contract.

Below is an explanation of the redline revisions:

4.7 Performance Frameworks: Providing clarity that public charter schools are to create school and mission specific goals and submit to the Board of Public Education, not the entire Performance Framework itself.

6.3 Financial Statements: Clarifying that quarterly financial reports are only required in the first year of operation.

6.4 Audits: Including the appropriate audit schedule statute in the event that a school district is not required to perform an annual audit.

6.6.1/6.6.2: Annual Budgets and Cash Flow Projections: Limiting the duplication of reporting, assuming the public charter school is governed by a Local school board, and the data is already contained in financial reports, budgets, and/or cash flow projections of the district.

6.7 Funding: Clarifying that the basic entitlement is based on the October and February counts and is not subject to a claw back, rather if the public charter school does not meet the required ANB threshold, then the public charter school will not receive funding the following year.

Exhibit C Performance Framework: Updating the performance framework indicators, as outlined in the current rubric.

We will be working on updating each of your contracts and getting them out to you as soon as possible. The Board of Public Education will take action on the execution of the Public Charter Contracts on March 18 at their meeting in Ronan, and we ask that you be prepared to return the contracts to our office by March 13. Please reach out if you have any questions.

Montana Board of Public Education
Variances to Standards
Charter Contract Revisions

2024-25 Charter Schools

Billings Early College School
Variances Approved November 2025:
- 10.55.709 Library Media
- 10.55.904 Basic Program Offerings

Billings Multilingual Academy
Variances Approved November 2025:
- 10.55.709 Library Media
- 10.55.902 Basic Program Offerings

Billings Opportunity School
Variance Approved November 2025:
- 10.55.904 Basic Program Offerings

East Helena 227 Academy
Variance Approved November 2024:
- 10.55.709 Library Media

Frenchtown Bronc Fast Track Public Charter
Variance Approved November 2024:
- 10.55.709 Library Media

Missoula CONNECT Academy
Variance Approved November 2024:
- 10.55.709 Library Media

Missoula TEACH Academy
Variance Approved November 2024:
- 10.55.709 Library Media

RISE Charter and Distance Learning Academy
Variances Approved November 2024:
- 10.55.709 Library Media
- 10.55.710 Counseling

RISE Charter and Pathway Learning Academy
Variances Approved November 2024:
- 10.55.709 Library Media
- 10.55.710 Counseling

2025-26 Charter Schools

Hardin - Big Horn Academy
Variance Approved November 2025:
- 10.55.709 Library Media

Lewistown - Central MT Career and Technical Education Academy
Variance Approved November 2025:
- 10.55.704(2) Curriculum Coordinator FTE

INITIAL PUBLIC CHARTER CONTRACT

This agreement, executed on this 19 day of March 2026 by and between the Montana **Board of Public Education** and the **Charter Governing Board** of East Helena 227 Academy (collectively, the "**Parties**").

W I T N E S S E T H:

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

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

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

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

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

the school, including identification and service provisions, and is responsible for meeting the needs of enrolled students with disabilities.

1.8. **Site**: one of a number of facility locations for a single public charter school typically representing a grade range (for example, K-6 site, 7-8 site, or 9-12 site). A site would not be its own LEA, ESSA, or state Accountability Designation unit. More than one public charter school building tightly clustered (i.e., a campus) would operate as a "single site."

2. Establishment of the East Helena 227 Academy.

2.1. Charter Agreement. This agreement (the **Charter Contract**), which specifically incorporates the following:

2.1.1. certain terms of operation set forth collectively and attached hereto in Exhibit A, and shall incorporate the initial charter applications or proposals of any additional schools that may hereafter be approved by the **Board of Public Education**, and which shall be hereafter referred to collectively as the Terms of Operation (the "**Terms of Operation**");

2.1.2. the Monitoring Plan, attached hereto as Exhibit B (the "**Monitoring Plan**"), which shall incorporate applicable monitoring procedures which must be completed by the **Charter Governing Board**;

2.1.3. the Performance Framework developed by each **school** to be operated by the **Charter Governing Board** or to be developed during the first year of operation by any additional school the **Charter Governing Board** may be permitted to operate, and further described herein and set forth in Exhibit C, (the "**Performance Framework**");

2.1.4. the Additional Assurances and Variances to Standards, if any, set forth in Exhibit D (the "**Additional Assurances and Variances to Standards**");

2.2. Purpose. This **Charter Contract** is entered into for the purpose of authorizing the establishment of a public charter school that meets identified educational needs and promotes a diversity of educational choices. The **Charter Governing Board** shall operate a public charter school consistent with the terms of the **Charter Contract** and all applicable laws and administrative rules to create an innovative and high-performing public charter school under the general supervision of the **Board of Public Education** and under the supervision and control of the **Charter Governing Board** who are elected by the qualified electors in the community where the public charter school is located.

2.3. Applicable Law and Venue. Montana law governs this **Charter Contract**. Except as provided in 20-6-811, MCA, and this **Charter Contract**, the **Charter Governing Board** is subject to the provisions in Title 20 of the Montana Code Annotated and any state local rule, regulation, policy, or procedure relating to noncharter public schools within the **located school district**. The parties agree that any litigation concerning the **Charter Contract** must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

2.4. Authority to Operate; Effective Date; Term. The **Board of Public Education**, as the sole entity authorized to enter into charter contracts, having approved the **Charter Governing Board** to operate a public charter school on January 19, 2024, authorizes the **Charter Governing Board** to open and commence operation of a **school** on July 1, 2024. This **Charter Contract** is effective upon the signing of both parties for a term of five (5) years commencing on July 1, 2024, and ending on June 30, 2029. The **Charter Contract** may be renewed pursuant to 20-6-809, MCA, or extended pursuant to the terms herein.

2.4.1. Planning Years, Effect. The **Charter Governing Board** shall continue or commence instruction, as the case may be, in conformity with the schedule set forth in the Terms of Operation for each **school** it is permitted to operate.

2.4.1.1. Subject to the foregoing limitation, planning years applicable to any school or schools set forth in the Terms of Operation shall not require further approval of the **Board of Public Education** or constitute a revision to the **Charter Contract**.

2.4.1.2. The **Charter Governing Board** may take one (1) additional planning year pursuant to 20-6-806, MCA. In this case, the **Board of Public Education** will authorize a delayed effective date commencing on July 1, 2025, and ending on June 30, 2030, for a term of five (5) years.

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

3. Governance

3.1. Status. The **school** shall be governed by the **Charter Governing Board**, as updated by subsequent election and approval, resignation, removal, or other disposition in accordance applicable law. The **Charter Governing Board** shall have final authority for policy and operational decisions of the **school** although nothing herein shall prevent the **Charter Governing Board** from delegating decision-making authority to officers, employees, and agents of the **Charter Governing Board**. In addition:

3.1.1. The **Charter Governing Board** shall establish and appoint members of an advisory board to provide recommendations and insight regarding the public charter school's operations. Members of the advisory board must include members with knowledge or experience in the mission or focus of the public charter school.

3.1.2. The **Charter Governing Board** and its officers, directors, members, and partners, have a duty of care for complying with the provisions of this **Charter Contract**, all applicable laws, administrative rules, regulations, and reporting requirements.

3.2. Code of Ethics and Conflicts of Interest. The **Charter Governing Board**, its trustees, officers, and employees shall abide by the code of ethics and/or conflicts of interest policy set forth in existing **Local school board** approved policies, which must conform to applicable law, and include standards with respect to disclosure of conflicts of interest regarding any matter brought before the **Charter Governing Board**.

3.3. Bylaws. The **Charter Governing Board** shall provide notice to the **Board of Public Education** within five (5) business days regarding any proposed amendment to its bylaws, policies, or operating procedures that may impact the operation of a public charter school within its geographic boundaries.

4. School Operations

4.1. Age; Grade Range; Number of Students. Each **school** operated by the **Charter Governing Board** shall provide instruction to pupils in such ages, grades, and numbers in each year of operation as set forth in the Terms of Operation. The **Charter Governing Board** shall annually determine the capacity of the **school** in consideration of the **Charter Governing Board**'s assessment of its ability to facilitate the academic success of students, to achieve the objectives specified in the **Charter Contract**, and to ensure that student enrollment does not exceed the capacity of its designated **site**.

4.2. Admissions; Enrollment; Attendance; Transfer. The **Charter Governing Board** shall have in place and implement comprehensive policies for admissions, enrollment, and attendance, which policies shall be approved by the **Charter Governing Board** and shall be consistent with applicable law and regulations. Such policies shall provide in detail the procedures and practices utilized by each **school** in regard to admission, enrollment, attendance and withdrawal including, *inter alia*, the period in which applications for admission shall be timely, how to obtain an application for admission, the practices in operating the random selection process, the maintenance of a wait list, the implementation of enrollment preferences, and the taking of student attendance. With the exception of any changes in the at-risk school design factors, the **Charter Governing Board** shall have the authority to make changes to such policies and such changes shall not require the permission of the **Board of Public Education**

or constitute a revision to the **Charter Contract.** Such changes, however, must be consistent with applicable law and regulations.

4.3. Marketing. The **Charter Governing Board** shall utilize reasonable outreach and marketing measures to make potential applicants aware of opportunities for enrollment at each of its schools.

4.4. Insurance. The **Charter Governing Board** shall, at its own expense, purchase and maintain the insurance coverage for liability and property loss for each **school** or **site** as is described in the Terms of Operation together with any other additional insurance that the **Charter Governing Board** deems necessary. Such insurance policies shall continue in effect. In the case of additional **schools**, the applicable insurance must be in effect prior to employees or students being present. The **Charter Governing Board** shall provide the **Board of Public Education** with certificates of insurance or other satisfactory proof evidencing coverage including, but not limited to, renewal policies, or additions, riders or amendments thereto covering additional schools. All such insurance policies shall contain a provision requiring notice to the **Board of Public Education**, at least thirty (30) days in advance, of any material change, nonrenewal or termination. Notwithstanding any provision to the contrary, the **Charter Governing Board** shall take all steps necessary to comply with any additional regulations made applicable to public schools.

4.5. Contracting with Educational Service Providers. Any entity that provides all or a substantial subset of all services necessary to operate and oversee any school's educational program on a fee basis and pursuant to a fee-based contract shall be known as an educational service provider ("Educational Service Provider") and the contract under which such services are provided shall be referred to as a management contract ("Management Contract"). Any other contractual arrangements including, but not limited to, leases, subleases, lease-purchase agreements, credit facilities, loan agreements, promissory notes, negotiable instruments, and other debt instruments, that are contemplated between the **Charter Governing Board** on the one hand and the Educational Service Provider, its partners, parents, subsidiaries, agents, and affiliates (including any entity that holds an economic interest in the Educational Service Provider) on the other, shall be known collectively, together with the Management Contract, as ESP Contracts ("ESP Contracts"). The following requirements and provisions relating to Educational Service Providers, Management Contracts and ESP Contracts shall apply.

4.5.1. Except as otherwise provided in this **Charter Contract**, the **Board of Public Education** reserves the right to review and disapprove for good cause shown any and all ESP Contracts that the **Charter Governing Board** seeks to execute, amend, or renew during the time that this **Charter Contract** is in effect. Good cause shown includes, but is in no way limited to, a finding that the ESP Contract(s) at issue does not, under the totality of the circumstances, allow the **Charter Governing Board** effective and sufficient means to hold the Educational Service Provider accountable including means to terminate the Educational Service Provider without placing the school's further existence in peril.

4.5.2. To facilitate the **Board of Public Education**'s rights of review and disapproval, the **Charter Governing Board** shall provide the **Board of Public Education** with any proposed ESP Contract or proposed material amendment thereto no later than thirty (30) days prior to the proposed date of execution. In addition to the foregoing, prior to a school's first year of operation, and where no prior Management Contract has been in place for that school, the **Charter Governing Board** must submit the proposed Management Contract to the **Board of Public Education** by no later than July 1 immediately preceding the start of the school year. When submitting an ESP Contract, the **Charter Governing Board** must include a written opinion of the **Charter Governing Board**'s legal counsel stating that the ESP Contract has been reviewed by legal counsel to the **Charter Governing Board**. Within thirty (30) days of receiving the proposed ESP Contract, the **Board of Public Education** shall notify the **Charter Governing Board** if

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

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

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

4.6. Educational Programs.

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

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

4.7. Performance Frameworks. By October 31 of the school year in which any school first commences instruction, the **Charter Governing Board** shall ensure that such school creates school and mission specific goals as part of the Performance Framework, established by the **Board of Public Education**, which upon completion, shall be incorporated into the **Charter Contract** as a Term of Operation. The Performance Framework shall replace and substitute for the assessment measures and educational goals and objectives set forth in the school's

charter application in the Terms of Operation, but shall not provide for less stringent assessment measures or educational goals and objectives than those set forth in the school's charter application. The **Charter Governing Board** understands that any school's success in meeting the goals and measures set forth in its Performance Framework shall be the predominant criterion by which the success of the school's education program will be evaluated by the **Board of Public Education** upon the **Charter Governing Board**'s application for renewal of the authority to operate such school.

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

4.9. Education of Students with Disabilities. The **Charter Governing Board** shall provide services and accommodations to students with disabilities as set forth for each school in the Terms of Operation and the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the "IDEA"), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the "ADA"), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504"), all applicable regulations promulgated pursuant to such federal laws, and the individualized education program ("IEP") of each student as determined by the IEP Team formed consistent with 34 CFR § 300.321. Each school shall provide such appropriate and required services either directly, cooperatively with another school operated by the **Charter Governing Board**, or by contract with another provider.

5. School Personnel

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

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

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

6. Financial Operations

6.1. Management and Financial Controls.

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

6.1.2. The **Charter Governing Board** shall provide a statement to the **Board of Public Education**, no later than one hundred and twenty (120) days after the date of execution of the **Charter Contract**, concerning the status of management and financial controls

(the "Initial Statement") of the school. The Initial Statement must address whether the **Charter Governing Board** has documented adequate controls at that school relating to:

6.1.2.1. (i) preparing financial statements in accordance with generally accepted accounting principles ("GAAP");

6.1.2.2. (ii) payroll procedures;

6.1.2.3. (iii) accounting for contributions and grants;

6.1.2.4. (iv) procedures for the creation and review of financial statements, which procedures shall specifically identify the individual who will be responsible for preparing and reviewing such financial statements for the **Charter Governing Board** and for each applicable public charter school; and,

6.1.2.5. (v) appropriate internal financial controls and procedures.

6.2. The Initial Statement shall be reviewed and ratified by the **Charter Governing Board** prior to its submission to the **Board of Public Education**.

~~6.2.1~~ If the financial controls proposed in the **Charter Governing Board**'s Initial Statement are substantially similar (i.e., no material difference) with financial controls currently in place and used by the **Local school board**, the **Charter Governing Board** shall include a copy of its most recent completed audit when submitting the Initial Statement. The **Board of Public Education** may require additional evidence to verify the correction of any deficiencies noted in the audit.

~~6.2.2~~ If the financial controls proposed in the **Charter Governing Board**'s Initial Statement are materially different from financial controls currently in place and used by the **Local school board**, the **Charter Governing Board** shall retain, when possible, an independent certified public accountant or independent certified public accounting firm licensed in the State to perform an agreed-upon procedures engagement. The purpose of the engagement will be to assist the **Charter Governing Board** in evaluating the Initial Statement and the procedures, policies, and practices established thereunder. The **Board of Public Education** may require additional evidence to verify the correction of all such deficiencies.

6.3. Financial Statements; Interim Reports. During the first year of operation, the **Charter Governing Board** shall prepare and submit to the **Board of Public Education** a quarterly unaudited report of expenses for that preceding quarter in such form and electronic format as prescribed and disseminated by the **Board of Public Education.**

6.4. Audits.

6.4.1. For so long as the Office of Public Instruction's currently operative audit letter does not identify charter school financial statements as a category that must be audited, the **Charter Governing Board** shall retain either an independent certified public accountant or certified public accounting firm licensed in the State to perform an audit of the **Charter Governing Board**'s annual financial statements related to public charter schools in accordance with 2-7-503, MCA. Should the Office of Public Instruction's currently operative audit letter identify charter school financial statements as a category that must be audited, however, the **Charter Governing Board** shall retain an independent certified public accountant or certified public accounting firm licensed in the State to perform an audit of the **Local school board**'s annual financial statements in accordance with 2-7-503, MCA. The independent audit of the **Charter Governing Board**'s financial statements must be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States, as well as any additional requirements and guidelines that may be provided by the **Board of Public Education**. The audited financial statements must be submitted to the **Board of Public Education** within ten (10) business days of receipt of any such complete and final audit report.

6.4.2. A **Charter Governing Board** that contracts with an Educational Service Provider must submit to the **Board of Public Education** audited financial statements of the Educational Service Providers by October 31 of each year.

6.5. Fiscal Year. The fiscal year of the **Charter Governing Board** shall begin on July 1 of each calendar year of the term of the initial **Charter Contract** and shall end on June 30 of the subsequent calendar year.

6.6. Annual Budgets and Cash Flow Projections.

6.6.1. Except in the first year of operation, a **Charter Governing Board** shall prepare and provide to the **Board of Public Education** a copy of its annual budgets and cash flow projections for each public charter school it has been authorized to operate each fiscal year by no later than August 30 of the fiscal year. All annual budgets and cash flow projections shall be in such form and electronic format as prescribed and disseminated by the **Board of Public Education**.

6.6.2. If the material provisions of the annual budgets and cash flow projections of the public charter school are contained in the financial reports, budgets, and/or cash flow projections of the **Local school board**, the **Charter Governing Board** need not submit additional annual budgets or cash flow projections.

6.7. Funding. A public charter school will receive a basic entitlement in the first year of operation. If after the October and February enrollment count, a public charter school does not meet the eligibility requirements for separate budget unit status and basic entitlement pursuant to 20-6-812, MCA, a public charter school will not receive a basic entitlement the following year.

7. Reporting Requirements

7.1. Annual Reports. No later than July 1 succeeding a school year in which any public charter school provided instruction, the **Charter Governing Board** shall submit to the **Board of Public Education** an Annual Report for each such public charter school setting forth the academic program and performance of each public charter school for the preceding school year. The Annual Report shall be in such form as shall be prescribed by the **Board of Public Education** and shall include at least the following components.

7.1.1. A discussion of each school's progress made towards achievement of the goals set forth in the Terms of Operation including its Performance Framework.

7.1.2. A report on the progress of each public charter school in meeting the goals and measures of the Performance Framework during the last school year (the "Performance Framework Progress Report"). The Performance Framework Progress Report must contain data addressing each goal and measure in the school's Performance Framework and should report data as may be required by the **Board of Public Education** in order for the **Board of Public Education** to substantiate outcomes. The Performance Framework Progress Report shall be prepared pursuant to any requirements set forth by the **Board of Public Education**. Should the Performance Framework Progress Report indicate that the school has not met one or more of the goals in its Performance Framework, the **Board of Public Education** may require the **Charter Governing Board** to submit a corrective plan for the school pursuant to this **Charter Contract**.

7.1.3. The statement of assurances relating to compliance with requirements under the **Charter Contract** and applicable law, the form and requirements of which shall be determined by the **Board of Public Education**.

7.1.4. A brief statement setting forth changes to the school's educational program and mission as well as governing and organizational structures, during the previous fiscal and school year.

7.2. Financial Reports. The **Charter Governing Board** shall provide the financial reports required by this **Charter Contract** pursuant to the terms and dates specified therein.

8. Renewal, Corrective Action, and Termination
   8.1. School Renewal. No later than June 30 of each year, the **Board of Public Education** shall issue a public charter school performance report and charter renewal application guide to the **Charter Governing Board** of any public charter school whose charter will expire the following year. The performance report must summarize the public charter school's performance record and must provide notice of any weaknesses or concerns perceived by the **Board of Public Education** that may jeopardize renewal if not rectified. The **Charter Governing Board** shall respond to the performance report and submit any corrections or clarifications within 90 days.
   8.2. No later than February 1, the **Charter Governing Board** shall submit to the **Board of Public Education** a renewal application to extend the authority to operate a school (the "School Renewal Application"). The School Renewal Application shall conform to 20-6-809, MCA, and the **Board of Public Education**'s guidelines and contain:
      8.2.1. a report of the progress of the school in achieving the educational objectives set forth in the Terms of Operation;
      8.2.2. a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the school that will allow a comparison of such costs to other schools;
      8.2.3. copies of each of the Annual Reports of the school including the school report cards and certified financial statements;
      8.2.4. evidence of parent and student satisfaction at the school; and
      8.2.5. such other material and information as is required by the **Board of Public Education**.
   8.3. Approval or Denial of School Renewal. The **Board of Public Education** shall either approve or deny the School Renewal Application. In the event that the School Renewal Application is not approved, the **Charter Governing Board** shall close the school at the end of the school year that corresponds with the end of the period the **Charter Governing Board** may operate the school pursuant to this **Charter Contract**, and the **Charter Governing Board** shall follow the procedures for school closure as established by the **Board of Public Education**. In the event that the School Renewal Application is granted in whole or part, the **Board of Public Education** shall enter into a proposed renewal **Charter Contract** to allow the **Charter Governing Board** to operate the school for an additional period of time in accordance with the **Board of Public Education**'s renewal practices. Nothing herein shall obligate the **Board of Public Education** to approve a School Renewal Application.
   8.4. Corrective Plans. If the **Board of Public Education** determines that the **Charter Governing Board** or any of its charter schools, programs or sites is not progressing toward one or more of the performance or education goals set forth in the **Charter Contract**, that the quality of a charter school's, program's or site's educational program or the **Charter Governing Board**'s governance practices are not satisfactory, or that the **Charter Governing Board** or any of its charter schools or sites is not in compliance with the terms and conditions of the **Charter Contract** including the Monitoring Plan, then the **Board of Public Education**, in consultation with the **Charter Governing Board**, may develop and require the **Charter Governing Board** to implement a corrective plan ("Corrective Plan"). Nothing contained herein shall require the **Board of Public Education** to undertake the development of a Corrective Plan to terminate the authority to operate a charter school, site or program, place the **Charter Governing Board** on probationary status, or initiate mandatory remedial action in accordance with the Act or the **Charter Contract**. The terms and conditions of a remedial plan may include, but are not limited to, the termination of the authority of the **Charter Governing Board** to operate a particular charter school, site, or program.
   8.5. Grounds for Charter Termination or Revocation. The **Charter Contract** may be terminated and revoked:
      8.5.1. by the **Board of Public Education** in accordance with the Act; or,
      8.5.2. by mutual agreement of the Parties hereto.

8.6. Grounds for School Closure. The **Charter Governing Board**'s authority to operate any charter school, site, or program may be terminated or revoked:

8.6.1. should the **Board of Public Education** determine that one of the grounds set forth in the Act apply to such charter school, site, or program; or

8.6.2. by mutual agreement of the Parties hereto.

8.7. Notice and Procedures.

8.7.1. Should the **Board of Public Education** determine that one of the grounds for termination or revocation of the **Charter Contract** as defined under the Act has occurred or is occurring, the **Board of Public Education** may, at their discretion, elect as follows:

8.7.1.1. to terminate the **Charter Contract**; or

8.7.1.2. terminate the **Charter Governing Board**'s authority to operate one or more charter schools, programs, or sites, or any combination thereof; or,

8.7.2. Should the **Board of Public Education** elect to terminate the **Charter Contract**, the **Board of Public Education** shall provide notice of such to the **Charter Governing Board** at least thirty (30) days prior to the effective date of the proposed termination. Such notice shall include a statement of reasons for the proposed termination. Prior to termination of the **Charter Contract**, the **Charter Governing Board** shall be provided an opportunity to be heard and present evidence in opposition to termination.

8.7.3. Should the **Board of Public Education** elect to terminate the authority of the **Charter Governing Board** to operate a charter school or site, the **Board of Public Education** shall provide notice of such to the **Charter Governing Board** at least thirty (30) days prior to the effective date of the proposed action.

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

9. Other Covenants and Warranties

9.1. Indemnification and Acknowledgements

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

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

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

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

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

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

If to the **Charter Governing Board**:

Dan Rispens
East Helena Public Schools
PO Box 1280
East Helena, MT 59635
drispens@ehps.k12.mt.us

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

McCall Flynn
PO Box 200801
Helena, MT 59620
bpe@mt.gov

9.5. Severability. In the event that any provision of this **Charter Contract** or the Terms of Operation thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this **Charter Contract** and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this **Charter Contract** shall continue to be valid and may be enforced to the fullest extent permitted by law.

9.6. Entire Charter. The **Charter Contract** supersedes and replaces any and all prior agreements and understandings between the **Board of Public Education** and the **Charter Governing Board** as it relates to the creation of a particular public charter school. To the extent that any conflict or incompatibility exists between the Terms of Operation and the other terms of this **Charter Contract**, such other terms of this **Charter Contract** shall control.

9.7. Construction. This **Charter Contract** shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared the **Charter Contract.**

EAST HELENA 227 ACADEMY

By_____
Scott Walter, Chair of the Charter Governing Board

MONTANA BOARD OF PUBLIC EDUCATION

By_____
Dr. Tim Tharp, Chair of the Montana Board of Public Education

Exhibit A – Terms of Operation

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

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

East Helena High School - 227 Academy
2760 Valley Drive
East Helena, MT 59635

East Valley Middle School - 227 Academy
401 N Kalispell
East Helena, MT 59635

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

Exhibit B – Monitoring Plan

Part I – Monitoring Plan

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

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

B. To corroborate information submitted by the **Charter Governing Board** to the **Board of Public Education**, and in order to ensure compliance with the Act and the **Charter Contract**, the **Board of Public Education** or its designee will:
   1. Make at least one visit to each **school** in its first year of operation. Such visits may include an inspection of the physical plant, all categories of records set forth in subsection A of the Monitoring Plan, interviews with the administrator of the school and other personnel, and

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

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

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

Exhibit C – Performance Framework

Part I – Academic Performance Framework and Evaluation

A. The **Charter Governing Board** shall adhere to the provisions in Title 20 of the Montana Code Annotated and Title 10 of the Administrative Rules of Montana and any state or local rule, regulation, policy, or procedure relating to noncharter public schools within the located school district.

B. The **Charter Governing Board** shall identify a performance framework as prescribed in 20-6-809, MCA, that clearly sets forth the academic and operational performance indicators, measures, and metrics which include:
   1. school achievement goals;
   2. student academic proficiency;
   3. student academic growth;
   4. achievement gaps in both proficiency and growth between major student subgroups;
   5. attendance;
   6. support for transitions;
   7. student engagement;
   8. recurrent enrollment from year to year;
   9. postsecondary readiness;
   10. financial performance and sustainability; and
   11. **Charter Governing Board** performance and stewardship, including compliance with all applicable laws, regulations, and terms of the **Charter Contract.**

Exhibit D – Assurances and Variances to Standards

Part I – Assurances Regarding Students with Disabilities

A. The **Charter Governing Board** provides the following assurances regarding the provision of education and other services to students with disabilities to be enrolled at each proposed charter school.
   1. The **Charter Governing Board** will adhere to all provisions of federal law relating to students with disabilities including the IDEA, Section 504, and Title II of the ADA which are applicable to it;
   2. The **Charter Governing Board** will, consistent with applicable law, be a Local Education Agency (LEA) that will ensure that all students with disabilities that qualify under the IDEA:
      a. have available a free appropriate public education ("FAPE");
      b. are appropriately evaluated;
      c. are provided with an IEP;
      d. receive an appropriate education in the least restrictive environment (LRE);
      e. are involved in the development of and decisions regarding the IEP, along with their parents;
      f. have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to a school's or school district's provision of FAPE;
   3. Unless otherwise approved by the **Board of Public Education**, the **Charter Governing Board** shall assign a qualified employee whose responsibility it is to ensure implementation of the public charter school's responsibilities under IDEA and Section 504;
   4. Each school will make available, as required by IDEA regulations, a student's regular and special education teachers (and other required school personnel) for meetings convened by such student's IEP Team;
   5. Each school will abide by the applicable provisions and regulations of the IDEA and the Family Educational Rights and Privacy Act (FERPA) as they relate to students with disabilities including, but not limited to, having procedures for maintaining student files in a secure and locked location with limited access;
   6. Each school will comply with the Office of Public Instruction data and reporting requirements in compliance with federal law and regulations; and
   7. Each school will comply with its obligations under the Child Find requirements of IDEA including 34 C.F.R. § 300.111, and will provide appropriate notification to parents in connection therewith as applicable, including notifying them prior to potential evaluation.

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

A. The **Charter Governing Board** provides the following assurances regarding the provision of IEFA at each proposed charter school.
   1. The **Charter Governing Board** recognizes that it is the constitutionally declared policy of the State to recognize the distinct and unique cultural heritage of American Indians and to be committed in its educational goals to the preservation of the cultural heritage of American Indians;
   2. The **Charter Governing Board** shall ensure that all students utilizing educational programs provided by a charter school, whether Indian or non-Indian, learn about the distinct and unique heritage of American Indians in a culturally responsive manner;
   3. The **Charter Governing Board** shall work cooperatively with Montana tribes or those tribes that are in close proximity, when providing instruction or when implementing an educational goal or adopting a rule related to the education of each Montana citizen, to include information specific to the cultural heritage and contemporary contributions of

American Indians, with particular emphasis on Montana Indian tribal groups and governments; and

4. Predicated on the belief that all school personnel should have an understanding and awareness of Indian tribes to help them relate effectively with Indian students and parents, the **Charter Governing Board** shall provide means by which school personnel will gain an understanding of and appreciation for the American Indian people.

Part III – Variances to Standards

A. Variances to Existing Standards: The **Board of Public Education** authorizers the following variances to standards to meet the intended outcomes of the proposed academic program of the **school**:
   1. ARM 10.55.709 Library Media Services

B. Additional variance to standards requests may be approved in accordance with ARM 10.55.604 or amendment to this Exhibit. An application for variance to standards is due in writing to the Superintendent of Public Instruction no later than the second Monday in October for the current academic year.

Preliminary FY 27 General Fund Budget estimates for EHPS 2-9-26

Projected Budgetary Increases	
Pay Increases -(Includes anticipated steps/lanes, negotiated and anticipated increases)	$356,000.0
Inflationary increases: supplies, textbooks, fuel costs, utilities	$25,000.00
Health insurance estimated increase	$100,000.0
Federal Funding Uncertainty....	
Total anticipated	$481,000.0

Current GF Budget	$15,394,52	
ANB increase	$143,000.0	21 students
Legislative increase	$384,863.00	using a factor of 2.5% -- we would need to pass a levy to feel the full 3% increase.
Projected FY '27 with increased ANB and a 3% legislative increase	$15,922,383	**$527,863** Increase from current GF Budget

Potential Items/Positions to consider if budgets allow

Additional CTE (middle school Ag teacher/high school CTE)

Additional EHHS English and Social studies staff

Instructional Coach	Cut in 24-25
.5 librarian	Variance to Standards Request
Central Office Position	Staffing and benefits growth and demand
Instructional Tutors	Cut in 24-25
Food Service Workers	Additional staffing needed
Maintenance position	Part of past Mill levy request that did not pass

Dan Rispens <drispens@ehps.k12.mt.us>

Drumroll please ...

1 message

John Doran - Bridged Health Alliance <jdoran.ms-sf.org@ypcu8j.sqspmail.com> Fri, Jan 23, 2026 at 10:42 AM

Reply-To: jdoran@ms-sf.org
To: drispens@ehps.k12.mt.us

Bridged Health Alliance

It is with utmost respect and distinction that we announce Bridged Health Alliance has exceeded the necessary thresholds to validate the new district health trust and qualify the $40 million incentive payment.

The Bridged Board of Directors, led by 16 representatives of school districts statewide, approved a motion to file our formal application with the Montana Office of the Commissioner of Securities and Insurance, and we expect to file early next week to begin the validation process.

The Bridged Board of Directors also set a final deadline of March 13 for enrolling in Bridged for the first year of operation. We will accept any school districts through that date for the plan year beginning July 1, 2026. If you have not yet formally committed to participate in Bridged by signing the Participation Agreement and Multidistrict Agreement, please reach out to us immediately.

This is a pivotal moment in Montana public education. The collective public education community for two decades has advocated for school districts joining together to provide health insurance for its staff members and beneficiaries. We are excited to share this historic achievement with you. Together, we are on the dawn of a new horizon – a health insurance model built by schools, for schools, to provide more stability and predictability in the future.

We could not have achieved this historic milestone without the broad support of all of you. We look forward to serving you in the very near future. We will communicate

next steps soon.

With deep gratitude,

Sincerely,

John Doran

Chief Strategy Officer

Bridged Health Alliance

jdoran@ms-sf.org

(406) 422-6894

www.bridgedmt.org



Bridged Health Alliance

Montana Schools Insurance Alliance (MTSIA), 900 North Montana, Suite A-4, Helena, Montana 59601, USA

Unsubscribe

HARMONY EDUCATIONAL SERVICES AGREEMENT

This HARMONY EDUCATIONAL SERVICES AGREEMENT Agreement) is made and entered into by and between EAST HELENA PUBLIC SCHOOL ("EHPS") and HARMONY EDUCATIONAL SERVICES, LLC, a Utah limited liability company ("Harmony"), as of the date signed by the Parties below. This Agreement shall replace and supersede all prior agreements, oral or written, as of the effective date hereof.

RECITALS

WHEREAS, Harmony is an operator of a K-12 online application for K-12 school purposes, within the meaning of the Act;

WHEREAS, Harmony desires to provide curriculum and services to EHPS; and

WHEREAS, EHPS desires to utilize curriculum and services offered by Harmony.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**.

   a. The "Act": Montana Code Annotated 20-7-1323 through 20-7-1326, also known as the Montana Pupil Online Personal Information Protection Act.

   b. Applicable Law: Applicable Law is defined herein as the State Constitution, the State education laws and/or code, the Elementary and Secondary Education Act, the Individuals with Disabilities in Education Act, other applicable federal, state, or local laws, and executive orders, case law and other rulings applicable to the State public schools.

   c. Fiscal or Academic Year: July 1 through June 30.

   d. Program: The group of services for students taking independent learning courses and/or services to be provided by Harmony as identified in this Agreement.

   e. Protected Information: shall have the meaning set forth in the Act.

   f. State: The state in which the school's program is located and for which laws apply to operation of School's program.

   g. Student Records: shall mean Pupil Records, as defined in the Act.

2. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated into this Agreement and made a part hereof for all material purposes.

3. **Incorporation of the Act**. This Agreement is intended to comply with the Act, which Act

is incorporated herein by this reference as though fully set forth herein. Any changes to the Act or applicable law will become immediately applicable to this Agreement as of the date such changes are codified.

4. **Summary Description of Program Services and Responsible Party.**

	Program Services	Harmony	EHPS
a.	**Student Enrollment.** As a public school, **EHPS** has a geographical district with boundaries and will enroll any **MONTANA** resident student in its district. EHPS will enroll MONTANA resident students outside of its geographical boundaries pursuant to 20-7-118(1)(d), MCA, and subject to 20-7-118(2), MCA, when the provision of remote instruction by EHPS is because the pupil's district of residence does not provide remote or in-person instruction in an equivalent course. A course is not equivalent if the course does not provide the same level of advantage on successful completion, including but not limited to dual credit, advance placement and career certification.	X	X
b.	**Student Registration Information.** Collect and maintain all student registration information and required documentation.		X
c.	**Student Management System ("SMS").** Enter and maintain student data and records in the school's **SMS.**		X
d.	**Curriculum.** Provide core and elective curricula for independent learning students including independent study and virtual (online) coursework. Provide optional courses that a student may attend in-person at the School or Harmony learning center.	X	
e.	**Student Progress Monitoring.** Coordinate assignments of course percentages; Track student attendance (activity) and membership.	X	X
f.	**Teacher of Record.** Review and approve student educational plans, progress reports, and assign final grades	X	
g.	**Assessment and Testing.** Coordinate, schedule and provide resources to assess students for required testing. Administer state and School required academic tests.	X	X
h.	**Transcripts, Cumulative Files and Grade Reports.** Request, obtain, store and manage students' transcripts.		X
i.	**Special Education.** Provide assessment and services to distance learning students who do or		X

	may qualify for special education services in accordance with federal and state requirements.		
j.	**Program Customization:** Provide points of learning in curriculum and activities that are specific to the school's emphasis	X	
k.	**Progress Reporting.** Provide periodic reports of students' progress, attendance. formative grades and academic testing	X	
l.	**Final Grades.** Final grades will be assigned and recorded in student information system. Report cards will be provided as requested by school.		X
m.	**Student Discipline.** Administer discipline in accordance with school student code of conduct and Board policy.		X

5. **Student Enrollment and Registration**.

   a. Recruiting
   EHPS shall enroll and register students in grades K-12 to the distance learning Education program of EHPS, in accordance with Section 2(a) of this Agreement and 20-7-118(1)(d), MCA. New students may be enrolled in the Program throughout the 2025-2026 school year.

   b. Sole Provider
   Harmony shall be the exclusive asynchronous curriculum provider to EHPS Schools. This contract will not permit other curriculum providers to provide the same or similar courses or services. Nothing in this Section 3(b) shall prevent EHPS from using other providers for services or courses not offered by Harmony.

6. **Term, Renewal and Effective Date**.

   a. Effective Date: This agreement shall take effect as of July 1, 2025, for the 2025-26 school year.

   b. Term and Renewal: This agreement shall continue for a term of three (3) years ("Term"), and shall automatically renew for additional terms of one year if not otherwise terminated by either party by written Notification of Intent to Terminate given to the other party no later than February 1st of the final year of any term hereof.

7. **Fees, Invoicing and Payment**.

   For the services provided, EHPS shall pay Harmony at the rates and times set forth hereafter for each student in the Program based on a quarterly basis.

   a. Rates: The rates per student in the Program for the 2025-2026 academic year shall be:

i. $3,100.00 for grades K-12th
ii. For each successive academic year, Harmony increases the fees to 1.5% over the rates in effect for the immediately preceding year.
iii. The rate for test administration services is $50 per student.

b. Invoicing: Student curriculum order will be invoiced two times a year: October 1st and February 1st. Each invoice will be based on the agreed amount of student enrollment for each of the above dates.

c. Payment Pate and Interest:
EHPS agrees to pay interest at one percent (1%) per month (12% annually) on amounts more than 10 days overdue. In the event any action is undertaken to collect amounts due hereunder, the school agrees to pay, in addition to fees and interest, all costs of such collection.

All payments made hereunder will be made to Harmony or its designated affiliate at the address set forth herein or such other address provided by Harmony in writing.

8. **Harmony Responsibilities.**

In addition to and in performance of the services to be provided by Harmony in Section 2 hereof, Harmony shall bear the following responsibilities:

a. Expenses: Harmony is solely responsible for the expenses of its services and responsibilities for the Program as identified in Section 2.

b. Employment of Personnel: Harmony will employ or engage teachers, staff and other professionals, as needed, for the distance learning education program and will be responsible for all costs associated herewith. Harmony will be responsible for and have sole discretion regarding employment matters relating to its employees and contractors.

c. General: Services will be provided to the extent deemed necessary and appropriate by Harmony in its professional judgment and discretion to satisfy the requirements of Applicable Law, policies of the State Board of Education, and EHPS policies.

d. Student Records: In accordance with the Act, the following provisions relating to student records and data will apply to all pupil online personal information.

i. Security. Harmony will be responsible to maintain industry-standard security policies, procedures and practices to safeguard Protected Information.

ii. Confidentiality. Harmony will maintain the confidentiality of personnel, student and other records in accordance with the requirements of Applicable Law, including but not limited to FERPA and HIPPA.

iii. Compliance. Pursuant to the provisions set forth in this and other

sections of this Agreement, Harmony will be responsible to ensure the security of those systems owned, operated, or controlled by Harmony, and to protect against the unauthorized access, destruction, use, modification, or disclosure of Protected Information by or within those systems. Pursuant to 20-7-1326(2)(h), MCA, EHPS will work jointly with Harmony to ensure compliance with 20 U.S.C. § 1232g ("FERPA").

iv. Ownership. Notwithstanding any other provision of this Agreement to the contrary, Student Records are and will continue to be the property of and under the control of EHPS.

v. Access to Student Records. Students may create and maintain personal accounts within the Harmony system – wherein students may transfer student-generated content from the EHPS SMS to Harmony's system using instructions provided by Harmony at <URL to data transfer instruction>. These instructions shall be accessible via the Parent Portal and provided to students and parents upon enrollment in the Program. All such information transferred to the Harmony system will be controlled by the student, subject only to Harmony's policies regarding storage and use of such content. Harmony will act in compliance with EHPS policy and Applicable Law to ensure proper access to Student Records as well as to ensure proper notification in the event of unauthorized access or disclosure of Student Records.

1. Parental Portal. To register and access their student's information, parents and legal guardians must register a parent account with Harmony ("Parent Portal"). From the Parent Portal, parents and legal guardians may review and make corrections to their student's information.

vi. Allowable Use and Disclosure of Protected Information. Harmony shall not use personally identifiable information in pupil records for any purpose other than those specifically permitted by the Act. Harmony explicitly agrees not to use pupil records or protected information for targeted advertising, including advertising on its own platform or any other site, service, or application, as prohibited by **20-7-1326(2)(i), MCA**. Specifically, Harmony may not use or disclose any Protected Information, including but not limited to Student Records, for any purpose except: (a) if federal or state law requires disclosure; (b) for legitimate research purposes as may be required by law, and subject to any restrictions regarding same; (c) to a state or local educations agency for K-12 school purposes; (d) for the maintenance, development, support, improvement, or diagnosis of Harmony's site, service or application; (e) the use of deidentified pupil information within Harmony's site, service, or application to improve educational products or to demonstrate Harmony's products or services (e.g., Harmony's marketing); (f) to law enforcement agencies pursuant to an order issued by a court of competent jurisdiction; (g) for adaptive learning or customized pupil learning processes. Each of the preceding

exceptions are set forth in the Act. To the extent the terms of this Section are inconsistent with the Act, the explicit provisions of the Act will control.

vii. Deletion of Pupil Records. Harmony will promptly delete a pupil's protected information under the control of the school or district, if requested by the school or district.

viii. Prohibited Uses and Activities Governing Protected Information.
1. Harmony will not engage in any targeted advertising based on Protected Information or persistent unique identifiers acquired through the use of its systems or curriculum.
2. Harmony will not use Protected Information to construct a profile about any pupil or accumulate data about a pupil, except in the furtherance of the EHPS purpose.
3. Harmony may not sell any pupil records or Protected Information received in connection with this Agreement.
4. Harmony will not use any Protected Information for any targeted advertising.
5. Harmony will not disclose any Protected Information, except as permitted by 20-7-1325(1)(d), MCA.

ix. Notice of Unauthorized Disclosure to parents, legal guardians and eligible pupils. In the event of an actual or suspected unauthorized disclosure or data breach relating to their student(s)' records, Harmony shall notify the affected parent, legal guardian, or eligible pupil within five (5) business days of discovery. Notification shall include the following:
1. A description of the nature of the unauthorized disclosure or breach;
2. The specific types of information affected;
3. Steps taken to address the breach and mitigate potential harm;
4. Contact information for further inquiries. Notification shall be provided via electronic mail, telephone, text message, or hard-copy written notice, with the method chosen to ensure the most timely and effective communication."

x. Notice of Unauthorized Disclosure to EHPS. In the event of an actual or suspected unauthorized disclosure or data breach relating to student(s) records, Harmony shall implement the following procedures:
1. Immediately investigate the scope and impact of the disclosure;
2. Notify EHPS within twenty-four (24) hours of discovery;
3. Provide a detailed report to EHPS within five (5) business days, including the nature of the breach, the data affected, and the steps taken to mitigate harm;
4. Cooperate fully with EHPS to address the breach and prevent future occurrences.

e. Licensure or Other state Requirements: Except as otherwise provided in this Agreement, all personnel performing educational services for Harmony on behalf of the students registered at School must comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.

9. **EHPS Responsibilities**.

In addition to and in performance of the services to be provided by EHPS in Section 2 hereof. The school shall bear the following responsibilities:

a. Expenses: EHPS is solely responsible for the expenses of its services and responsibilities hereunder.

b. General Oversight: EHPS is responsible for monitoring Harmony's performance under, and compliance with, the terms of this Agreement and for overseeing Harmony's implementation of procedures consistent with Applicable Law and EHPS policies.

c. Provision of Authority to Harmony: EHPS has provided and will provide Harmony with the authority, power and access necessary and proper for Harmony to undertake its responsibilities, duties and obligations required by this Agreement.

d. Compliance with Applicable Law: EHPS will perform its obligations hereunder in a manner consistent with the requirements of Applicable Law, policies of the State Board of Education, and EHPS policies.

10. **Conflict of Terms**.

In the event of a conflict, ambiguity, or inconsistency between the provisions in this Agreement, including any Exhibit hereto, the provisions in this Agreement shall prevail, except to the extent that this Agreement expressly states otherwise.

11. **Relationship of the Parties**.

Harmony is not a division or any part of EHPS. EHPS is a corporate body authorized under State law and is not a division or any part of Harmony. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. Harmony will operate as an independent contractor to EHPS and will be responsible for delivering the services required by this Agreement. Nothing herein will be construed to create a partnership or joint venture by or between EHPS and Harmony. Neither party will be the agent of the other except to the extent otherwise specifically provided by his Agreement. Neither party will represent to third parties any ability to bind the other party to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing.

12. **Proprietary Data**.

Except for items that are readily available to the general public or in the public domain, all of the materials, methods, lists, curricula, names, processes, technologies, Trademarks, tradenames and other items, tangible or intangible, registered or unregistered, used by Harmony in delivery of the Program services are the property of Harmony or used by Harmony under authority of the legal owner thereof and shall be considered confidential or proprietary information ("Proprietary Information"). Neither EHPS, nor its owners, directors, employees, agents, or affiliates shall have any right or authority to use the Proprietary Information for its

own purpose by virtue of this Agreement, both during or after the termination or expiration of this Agreement.

13. **Termination**.

a. Eventsof Termination

i. Termination for Breach.
Either party may terminate this Agreement at any time for cause with ninety (90) days' prior written notice to the other party. Termination for cause may be used if any party breaches any material term or fails to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement and fails to cure the same within ninety (90) days after receiving written notification from the terminating party. Upon termination of this Agreement pursuant to this Section 11, the non-breaching party shall be entitled to seek remedies to which it shall be entitled at law or in equity.

ii. Termination Upon Loss of Authority.
This Agreement will terminate immediately upon the termination of the EHPS's authority to operate.

iii. Termination for Failure to Approve Budget.
Harmony or EHPS may terminate this Agreement effective immediately upon written notice in the event that the EHPS Board of Education does not approve a budget or modifications to a budget that includes payments to Harmony for any given academic year.

iv. Termination in the Event of Certain Policy Changes.
Harmony may terminate this Agreement effective immediately upon written notice to EHPS in the event that the State Board of Education or EHPS adopts or amends a policy, in each case without the prior written approval of Harmony, the effect of which could reasonably be determined to require Harmony to materially increase the level of services required hereunder or which materially increases the financial risk to Harmony arising from its performance hereunder.

v. Change in Applicable Law.
If any change in Applicable Law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of either party to carry out its obligations hereunder, such party, upon written notice to the other party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then then the Parties agree to enter into the process for resolving disputes identified in Section 17 of this Agreement.

b. Effect of Termination or Expiration,

i. Except as otherwise agreed by the parties in writing, termination shall not relieve either party of any obligation for payments due to the other party as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

ii. In the event this Agreement is terminated for a breach by either party pursuant to Section 11(a)(i) prior to the end of a given Fiscal Year, the parties shall calculate the Fee as the original order based upon October 1 and shall be payable within 30 days of the effective date of termination.

iii. In the event this Agreement is terminated by School for any reason other than a breach by Harmony pursuant to Section 11(a)(i) or a change in applicable las pursuant to Section 11(a)(iv) prior to the end of its Term, School shall pay to Harmony an amount equal to the invoice of October 1 which is due on October 1 and December 1 as would otherwise be due hereunder through the Term hereof at the then current rate. Such amounts shall be due and payable within 30 days of the effective date of termination. Late payments shall be subject to interest charges as identified in sections 5 (c) above.

iv. Upon completion of the terms of this Agreement and/or within thirty (30) days of the effective date of termination of this Agreement, (1) Harmony shall certify in writing by providing an affidavit to EHPS that all pupil records and protected information under the control of Harmony have been permanently deleted or destroyed in a manner that renders the data unusable and unrecoverable. Harmony shall provide a detailed description of the methods used to delete pupil records and protected information upon completion of the terms and/or termination of this Agreement. This description shall include the technical and procedural safeguards employed to ensure the data is permanently deleted or destroyed. This provision does not apply to pupil-generated content if a pupil chooses to establish or maintain a personal account with Harmony for the purpose of storing such content, as permitted by **20-7-1326(2)(g), MCA**, and (2) EHPS shall return any documents, equipment, etc. to Harmony.

v. Upon termination for any reason, Harmony will not retain any pupil records or Protected Information, except for pupil-generated content that may be stored in a personal account created by the pupil within Harmony's system, if such a system is available.

14. **Limitation on Liability**.

Except in connection with its indemnity obligations, neither party shall be liable for any indirect, consequential, exemplary, incidental, special, or punitive damages including without limitation lost savings, lost funding, lost revenues, lost sales, lost profits, lost opportunity costs, business interruptions, delay damages, damages for third party claims, lost or destroyed data, or any other economic loss, of any type or nature or for events or circumstances beyond the party's control, even if the party has been advised of the

possibility of such damages or loss.

15. **Assignment**.
Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party. Except as prohibited by Applicable Law, Harmony may assign all of its rights and obligations under this Agreement to any person or entity that controls Harmony, is controlled by Harmony, or is under common control with Harmony or to any successor in interest that acquires all or substantially all of the assets of Harmony (individually and collectively N Affiliate"). Harmony, upon agreement with EHPS, may delegate the performance of its duties hereunto to any person/entity but shall remain responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegates, except notice shall not be required when Harmony delegates its obligation to provide materials or curricula to third parties in the normal course of business.

16. **Indemnity**.
The party charged with indemnifying and/or defending under this Section 14 (the "Indemnifying Party") shall conduct the defense in any such third party action arising as described herein and the party claiming the benefits of this Section 14 {the "Indemnified Party") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified party may, at its own expense, assist in such defense if it chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the indemnified Party shall require such Indemnified Party's prior written consent.

a. Indemnification of EHPS.
Harmony agrees to indemnify, defend, and save and hold EHPS and its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "Claim") that may arise out of, or by reason of, any (a) breach of any representation or Warranty, covenant or agreement made or to be performed by Harmony pursuant to this Agreement, (b) noncompliance by Harmony with any Applicable Law in connection with EHPS's operations, but excluding any Claims that arise from conduct undertaken in accordance with EHPS's instructions, procedures or written policies or in accordance with the written policies of the State Board of Education, except where such instructions arise from and are in accordance with specific advice or explicit recommendations formally provided by Harmony, and (c) act or omission of Harmony or any of its employees, officers, directors, Trustees, subcontractors or agents in connection with its performances, limitations and obligations hereunder that results in injury, death, or loss to person or property except to the extent any Claim arises out of actions or omissions of EHPS.

b. Indemnification of Harmony.
EHPS agrees to indemnify, defend and save and hold Harmony and each

Affiliate of Harmony and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against *any* and all Claims that may arise out of, or by reason of, any (a} breach or any representation or warranty, covenant or agreement made or to be performed by EHPS Pursuant to this Agreement, (b} noncompliance by EHPS with any Applicable Law in connection with EHPS's operations and (c) act or omission of EHPS or any of its employees, officers, directors, trustees, subcontractors or agents in connection with EHPS's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of Harmony.

c. Insurance.
Each party shall carry appropriate insurance, including general liability, with minimum coverages and limits as required from time to time for governmental/quasi-governmental entities (currently $1,000,000 per occurrence/$3,000,000 aggregate) and workers compensation coverage in amounts not less than required by law.

17. **Representations and Warranties**.

a. Representations and Warranties of Harmony.

Harmony hereby represents and warrants to EHPS:

i. Organization and Good Standing. Harmony is duly created, validity existing, and in good standing under the laws of the State in which it operates.

ii. Authority; Authorization; Binding and Enforceable Agreement. Harmony has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by HARMONY and constitutes the valid and legally binding obligations of HARMONY, enforceable against HARMONY in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting to or affecting creditor's rights and by general principles of equity.

iii. Compliance of Educational Program with Applicable Law. HARMONY's educational program complies with and will ensure that it continues to comply with the policies and requirements of the State Board of Education and Applicable Law.

iv. Penalties for Non-Compliance with the Act. Harmony acknowledges that it understands that violation of certain sections of the Act is considered a misdemeanor violation carrying a penalty, if convicted, of fines ranging from $200 to $500.

b. Representations and Warranties of EHPS:

i. Organization and Good Standing. EHPS is a State school district duly created, validity existing, and in good standing under the laws of the State in which it operates.

ii. Authority; Authorization; Binding and Enforceable Agreement. EHPS has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by EHPS and constitutes the valid and legally binding obligations of EHPS, enforceable against EHPS in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting to or affecting creditor's rights and by general principles of equity.

iii. Authority Under Applicable Law. EHPS has the authority under Applicable Law (i) to contract with a corporate entity to perform the services, (ii) to execute, deliver, and perform this Agreement and (iii) to incur the obligations provided for under this Agreement.

iv. Compliance of Educational Program with Applicable Law. EHPS's educational program complies with and will ensure that it continues to comply with the policies and requirements of the State Board of Education and Applicable Law.

c. Mutual warranties.
Each party warrants to the other that, to its knowledge, there are no current, pending or threatened actions, claims, suits, or proceedings which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

16. **Coordination; Exercise of Approval or Consent Rights**.

a. Coordination andconsultation. The parties will coordinate the performance of their respective services and responsibilities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purpose of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement.

b. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consent or approval or making any requests of the other party, each party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the parties will or may agree as to a certain matter, each party will have the right to agree or disagree in its sole discretion following good faith discussions.

17. **Mediation and Arbitration**.

Except for matters directly relating to Section 14 of this Agreement, If the parties are unable to resolve a dispute, the parties agree that they will attempt in good faith to settle any and all disputes through a process of mediation under the supervision of a mutually agreed upon mediator. In the event of mediation, each party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section. In the event that mediation fails to settle such a dispute, the parties hereby agree to proceed to binding arbitration pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. In the event of arbitration, the non-prevailing party will be responsible to pay all costs of arbitration, the prevailing party's attorney's fees, costs and other disbursements, plus legal interest on the award. Arbitration will be conducted in the state of Utah.

18. Force Majeure.

Notwithstanding any other sections of this Agreement, no party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, internet outage or other acts beyond its reasonable control and are unrelated to its fault or negligence.

19. Governing Law.

The laws of the State of Montana without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the parties arising out of or relating to this Agreement.

20. Entire Agreement.

This Agreement, including any Addendum and Exhibit hereto (all of which constitute part of this Agreement), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous oral and written, and all contemporaneous oral negotiations, commitments, agreements and understandings relating hereto.

21. Counterparts, Facsimile Transmissions.

This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each party may rely on facsimile signature pages as if such facsimile pages were originals.

22. Official Notices.

All official notices required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addresses).

a. Notice may be given by:

i. certified or registered mail, postage prepaid, return receipt requested;

ii. reputable overnight carrier, postage prepaid;

iii. facsimile (with confirmation of transmission by sender's facsimile machine); or

iv. personal delivery (with written receipt confirming such delivery).

b. Notice will be deemed to have been given:

i. two days after mailing as described in clauses (i) and (ii) of the foregoing sentence (section a.);

ii. on the date of personal delivery; or

iii. on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day).

Electronic mail does not constitute official notice under this Agreement.

23. **Modification/Amendment**.

This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the parties.

24. **Waiver**.

No waiver of any provision of this Agreement will be effective unless in writing, not will such waiver constitute a waiver of any other provision of this Agreement, not will such waiver constitute a continuing waiver unless otherwise expressly stated.

25. **Interpretation**.

The parties acknowledge and agree that the terms and provisions of this Agreement will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

26. **Severability**.

The parties intend that each provision hereof constitutes a separate agreement between them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the parties. To the extent that any of the services to be provided are found to be overboard or an invalid delegation of authority by EHPS, such services will be construed to be limited to the extent necessary to make the services valid and binding.

27. **Successors and Assigns**.

This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

28. **No Third-Party Rights**.

This Agreement is made for the sole benefit of Harmony and EHPS and their respective successors and permitted assigns. Except as set forth elsewhere herein and except for each Affiliate of Harmony, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or any of them, and any third-party person, including a relationship in the nature of a third party beneficiary or fiduciary.

29. **Survival of Termination**.

All representations, warranties, and indemnities made in this Agreement will survive the termination of this Agreement.

30. **Headings and Captions**.

The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

[Signatures Appear on Following Page]

By signing below, the Parties acknowledge that they have read and understood and agree to be bound by all terms and conditions of this Agreement, as well as other applicable agreements or policies which are incorporated therein by reference. The signers hereof represent that each is a duly authorized officer, Partner or principal with full authority to enter into this Agreement.

Signed this _____ day of _____, 20___.

HARMONY EDUCATIONAL SERVICES, LLC	**EAST HELENA PUBLIC SCHOOLS**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
By: (Printed Name)	By: (Printed Name)
_____	_____
Title	Title

AIREFCO, INC.
2600 E. Ferry
Spokane, WA 99201
(P) (509) 319-5398

Proposal

Project Name: EVMS Chiller Replacement
Bid Date: 12/10/2025
Location: East Helena, MT
Expiration Date: 01/11/2026
Attention: East Helena SD
Proposal Number: 1225DBOV4240

We at Airefco, Inc. are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

This one →

Mark For	Qty	Model Number	Description
CH - Direct Replacement	1	30RC-0825S63HJB04	AIR-COOLED SCROLL CHILLER • 208/230-3-60 • 082 • VARIABLE SPEED FAN (6-POLE) • DX, SSV OPTION • DX, SUCTION LINE INSULATION • BACnet IP • STD COMPR. HOT GAS BYPASS - DX • ULTRA LOW SOUND (ENCLOSURE) • COIL HEADER COVERS + CFSP • STD SCCR (10kA) • COPPER/ALUMINUM • NO PUMP, DX • PIC6 + EMM + REMOTE CONNECTIVITY • RAPID RESTART • YES PRVs • DX, EVAPORATOR HEATER • DUAL POINT WITH DISCONNECT
CH - Direct Replacement	1	HR89ZZ006	VFD DISPLAY PANEL
CH - Direct Replacement	1	30RC70003301	WIND BAFFLE
CH - Direct Replacement	1	30RC-ST1	Start-up, First Unit
CH - Direct Replacement	1	START-UP	Travel, Support, and Integration
		Subtotal:	**$101,234.00**
CH - Upsize for 350A MOCP	1	30RC-1325S63HJB04	AIR-COOLED SCROLL CHILLER • 208/230-3-60 • 132 • VARIABLE SPEED FAN (6-POLE) • DX, SSV OPTION • DX, SUCTION LINE INSULATION • BACnet IP • STD COMPR. HOT GAS BYPASS - DX • ULTRA LOW SOUND (ENCLOSURE) • COIL HEADER COVERS + CFSP • STD SCCR (10kA) • COPPER/ALUMINUM • NO PUMP, DX • PIC6 + EMM + REMOTE CONNECTIVITY • RAPID RESTART • YES PRVs • DX, EVAPORATOR HEATER • DUAL POINT WITH DISCONNECT
CH - Upsize for 350A MOCP	1	HR89ZZ006	VFD DISPLAY PANEL
CH - Upsize for 350A MOCP	1	30RC70003301	WIND BAFFLE
CH - Upsize for 350A MOCP	1	30RC-ST1	Start-up, First Unit
CH - Upsize for 350A MOCP	1	START-UP	Travel, Support, and Integration
		Subtotal:	**$146,337.00**

CH - Upsize w Pump	1	30RC-1325S63HNB04	AIR-COOLED SCROLL CHILLER • 208/230-3-60 • 132 • VARIABLE SPEED FAN (6-POLE) • DX, SSV OPTION • DX, SUCTION LINE INSULATION • BACnet IP • STD COMPR. HOT GAS BYPASS - DX • ULTRA LOW SOUND (ENCLOSURE) • COIL HEADER COVERS + CFSP • STD SCCR (10kA) • COPPER/ALUMINUM • SINGLE 15 HP NO VFD DX EVAP • PIC6 + EMM + REMOTE CONNECTIVITY • RAPID RESTART • YES PRVs • DX, EVAPORATOR HEATER • DUAL POINT WITH DISCONNECT
CH - Upsize w Pump	1	HR89ZZ006	VFD DISPLAY PANEL
CH - Upsize w Pump	1	30RC70003301	WIND BAFFLE
CH - Upsize w Pump	1	30RC-ST1	Start-up, First Unit
CH - Upsize w Pump	1	START-UP	Travel, Support, and Integration
		Subtotal:	**$152,907.00**

Please note the following clarifications in this proposal:
SUBMITTAL REVIEW: All sales subject to submittal approval and all orders subject to credit acceptance. Customer responsible for confirming all existing dimensions on adapter curb orders. Customer responsible for confirming voltages before placing order.

NOT INCLUDED: Seismic calculations or restraints; extended warranty and/or labor (unless noted); extra filters; manual outside air dampers, disconnects, line sets, refrigeration specialties, external vibration isolation, smoke detectors, thermostats, start-up, owner training, external wiring, name plates, conduit, rigging, storage or any other item or controls not listed in this quote. All accessories are field installed unless otherwise noted.

SPECIAL NOTES:
1. Freight Terms: FOB shipping point / FFA truck jobsite
2. Above price is firm and will remain in effect for 30 days.
3. Please refer to this quote by job and quote number when making inquiries and placing orders.
4. Please attach a copy of this quote to your PO when placing order.
5. No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
6. Compliance to local codes neither guaranteed nor implied.
7. Airefco, Inc. does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
8. Any work or material furnished at Airefco, Inc.'s expense, must have written authorization and approval from Airefco, Inc. prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account.
9. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

NOTE: ALL SPECIAL-ORDER ITEMS ARE NON-CANCELLABLE/NON-RETURNABLE.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

- NOT INCLUDED: Seismic calculations or restraints; extended warranty and/or labor (unless noted); extra filters; manual outside air dampers, disconnects, line sets, refrigeration specialties, external vibration isolation, smoke detectors, thermostats, external wiring, name plates, conduit, rigging, storage or any other item or controls not listed in this quote.
- All accessories are field installed if listed as a separate line item.
- Please verify voltages before placing your order.
- Above price is firm and will remain in effect for 30 days.
- No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
- Compliance to local codes neither guaranteed nor implied.
- All sales subject to submittal approval and all orders subject to credit acceptance.
- Please refer to this quote by job and quote number when making inquiries and placing orders.
- Please attach a copy of this quote to your PO when placing order.

- Airefco, Inc. does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
- Any work or material furnished at Airefco, Inc.'s expense, must have written authorization and approval from Airefco, Inc. prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

DYLAN BOVEE
AIREFCO, INC.
dylan.bovee@ferguson.com

This proposal is subject to Ferguson HVAC credit terms and conditions

Accepted By:		**Proposal Date:**	12/12/2025
Name:		**Proposal Number:**	1225DBOV4240
Title:		**PO Number: ***	
Company:		**Project Name:**	EVMS Chiller Replacement
Date:		**Ship To:**	

* No terms, conditions or provisions of the referenced Purchase Order are incorporated into this Agreement.

Internal Use Only:0047553430

PROPRIETARY AND CONFIDENTIAL PROPERTY OF CORE CONTROL, INC.
DISTRIBUTION OF THIS INFORMATION TO OTHER THAN THE INTENDED RECIPIENT IS PROHIBITED.

PROPOSAL

Core Control, Inc.
Bozeman | Butte | Helena | Livingston
www.corecontrolmt.com

Date: Jan 21, 2026

Customer: East Helena Public Schools
PO Box 1280
East Helena, MT

Submitted via:

Contact: Steve

Project no: Q25-455

Project: Carrier Chiller Install

Location: 401 Kalispell Ave N, East Helena, MT 59635

Scope of Work:

Removal and Disposal of old unit and refrigerant
Legal demolition, removal, and disposal of the existing chiller in accordance with applicable regulations.
Setting and positioning of the new customer-provided Carrier chiller at the designated location.
Connection and verification of control wiring between the new chiller and the existing control system.
Integration is limited by existing controls.
Piping installation to existing system.
Add glycol to existing system as needed.
Scope does not include flushing or refilling the entire existing system—only the volume required for the new equipment and piping
Startup and Commissioning

Exclusions
Does not include replacement or modification of electrical wiring if different voltage, amperage, or wiring configuration is required. High voltage electrical to be provided separately by licensed electrician

Unless specifically stated in the Scope of Work, this proposal does not include:

- Paint, patching, drywall, or cosmetic restoration
- Electrical power upgrades, breakers, or panel modifications
- Taxes
- Roofing work, curb modifications, or roof repairs
- Shipping or freight charges
- Insulation
- System testing, adjusting, and balancing (TAB)
- After-hours work, lifts, scaffolding, or special access equipment
- Fire alarm, smoke control, or life-safety system modifications
- Asbestos testing, abatement, disposal, or hazardous materials handling
- Structural building modifications
- Existing system deficiencies not visible at time of proposal

Estimate:	**Total:**	$34,812.25

Invoicing: **An invoice for 50% of total will be issued upon approval of the proposal and will be due on receipt.**

Terms and Conditions:

This estimate is good for 14 days and is complete for all costs, EXCLUDING FREIGHT, PAINT AND PATCH associated with the scope of work described. It is based on the information available and our evaluation of the requirements necessary to complete the job. THIS PROPOSAL DOES NOT CONSTITUTE A GUARANTEE OF COST. There may be additional costs if problems or unexpected complications are identified during the work that require services and/or materials beyond the scope of this estimate. If such issues will result in a significant deviation from the estimate, an additional estimate will be provided before any additional work is done. Please indicate approval of this estimate and authorization of the work by signing below.

Core Control, Inc., is a fully licensed and insured business. Our employees are covered by all applicable and/or required insurance. All work will be completed in a timely and professional manner in accordance with standard practices. Materials used will be installed as per manufacturers' recommendations. Equipment and fixtures are subject to the manufacturer's warranty and will be honored as such by our company.

Payment terms are Net 30 days, unless otherwise noted or described in a separate agreement, exclusive of any required deposit. Payment in full is due in the Core Control office 30 days from the date of the invoice. Past due invoices are subject to a monthly service charge of 1.5%, the first of which will be assessed five days after the due date and every 30 days after that until the invoice is paid. By signing this proposal the Customer agrees to promptly pay said service charges. If Core Control commences litigation or employs attorneys to collect payment of any amounts due it from the Customer, the Customer agrees to pay reasonable attorneys' fees which may be due. Contact our Accounting Department at the phone number above or at accounting@corecontrolmt.com if terms are unclear.