TO: **Trustees, East Helena Schools**

FROM: **Dan Rispens, Superintendent**

BOARD MEETING: **April 13, 2026**

RE: **Student Enrollment (April 7, 2026)**

School	Grade Level	To Date	Month Ago	Year Ago
Eastgate	Age-K	47	47	51
	K	141	141	116
EG Total		**[188]**	**[188]**	**[167]**
Prickly Pear	1	128	128	126
	2	131	132	148
Prickly Pear Total		**[259]**	**[260]**	**[274]**
Radley Elementary	3	157	157	147
	4	156	157	147
	5	150	150	137
Radley Total		**[463]**	**[464]**	**[431]**
East Valley	6	145	148	151
Middle School	7	142	143	150
	8	144	147	166
EVMS Total		**[431]**	**[438]**	**[467]**
East Helena High	9	168	167	142
	10	124	124	139
	11	124	125	132
	12	119	119	118
EHHS Total		**[535]**	**[535]**	**[531]**
EVMS 227	6	2	1	12
	7	16	15	10
	8	14	12	10
EVMS 227 Total		**[32]**	**[28]**	**[32]**
EHHS 227	9	12	12	8
	10	19	19	22
	11	20	20	16
	12	19	19	15
EHHS 227 Total		**[70]**	**[70]**	**[61]**
TOTALS		**1978**	**1983**	**1963**

School Board Report
April 13th, 2026

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

Post Spring Break Focus
Our post spring break focus will mirror past years and we will be placing additional energy into our systems we have set up to assist students with transitioning from one grade level to the next.

- **Black Box** - Teachers will be completing their black box documents that lay out specific interventions, both academic and behavior, that have been impactful when helping their students along with other relevant and crucial information for our student's soon to be teachers. These documents go into our grade level black boxes and travel from grade to grade.
- **Class Lists** - All year long, teachers have spent time making connections with our students, have monitored their growth, and have tracked other important information. All of this is used to create our class lists for the grade level above them. Our goal is to continue to build these heterogeneous community of learners and create a class lists in a way that balances out all classes.
- **Fly Up** - Once class lists are finalized, we will be holding our "fly up" event where students will get the opportunity to meet their teacher for the next school year. This is the first step in creating connections between our teachers and students.

Early Literacy Classroom - Screening
Our annual screener for our Early Literacy Classroom, LittleLantes, will be held on April 20th. We will be communicating with parents by the first week in May to notify them if their child is or is not accepted into our program. Currently, we plan on assessing 65 potential students.

Early Release - Professional Development - School Year 2026/2027
We have not finalized the specific dates for our early releases next year. We have, however, created a schedule on specific professional development items that will be a focus during the early releases. As you know, we just completed our math curriculum adoption and we have been placing a high amount of focus on social and emotional growth. Next year, we will be rotating between professional development on math instruction and Conscious Discipline and Character Strong.

Upcoming Events

- April 20th - LittleLante Screener
- April 24th - Student of the Month Assembly
- April 27th - Early Release
- May 4th - 8th - Wellness Week

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	6	3	2							1	12
April	6		4								10
May											0
June											0
Total	42	12	14	0	0	0	0	0	0	1	69

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		4	12	12		7		1		36
April		3	10	10		7				30
May										0
June										0
Total	0	8	69	69	0	52	3	5	1	207

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	4	2	9								15
April	3		9							2	14
May											0
June											0
Total	28	18	46	3	1	0	0	0	0	9	105

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			15	15		9	2	4		45
April			14	14		10		4		42
May										0
June										0
Total	0	4	105	105	3	69	8	23	0	317

Prickly Pear Elementary

East Valley Middle School

Success for All Students

EVMS April Board Report

Academics:

We are currently on our final stint of MAST testing for the year. This final round of testing also comes with SBAC Science tests for our 8th grade students.

Activities:

Track has started at the middle school level. Here is the schedule.

2026 EVMS Track Schedule				
Date	**Grade**	**Location**	**Time**	**Bus Departure:**
April 14th	7th/8th	@ Boulder	3:00	1:15
April 16th	5th/6th	@ EHHS	4:00	Walk
April 22nd	5th/6th	@ Mt. City	4:00	2:45
April 27th	7th/8th	@ Mt. City	4:00	2:45
April 30th	7th/8th	@ EHHS	4:00	Walk
May 4th	7th/8th	@ Anaconda	10:00	7:45
May 6th	7th/8th	@ Butte East	10:00	7:45

**Radley students will walk with Mrs. Haines to EHHS on April 16th.
**EVMS students will walk with Mr. Arntson (possibly bus) on April 30th.

All away meets will have a bus that brings students to and from the track meet. The bus will ONLY go to EVMS when returned. If you want to get signed out by a parent, please find a coach and let them know before leaving.

Upcoming Events:

- **April 29~**
  - 1:50-3:20 8th Grade Tour
  - 6:00-7:00~ 8th Grade Parent Night
- May 1~
  - Loyalty Days
- May 4-8~
  - Staff Appreciation Week
- May 18~
  - 5th and 6th Grade Band Meeting
- May 25~ **No School**

Behavior: The month started out with some heavier behaviors such as harassment, fighting, and theft. However, as the month went on, behaviors mellowed out a bit. I credit the quick improvement to teachers being diligent in reinforcing the schoolwide expectations and being vigilant of undesired behavior. One change we made is being more consistent on cracking down on energy drinks at school. We have now made it our standard operating procedure to issue a detention on the first offense of possessing an energy drink at school.

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
February	67	20	85
March	70	26	71

	Gen. Inapp. Beh	Open Defiance	Fighting	Bullying	Bus Discipline	Chronic Refocus	Weapons
August							
September	11	4	2	2	2	22	1
October	20	8	8	3	2	14	2
November	12	11		2		8	1
December	9	8	3	2	1	9	
January	8	11	2	5	3	22	
February	6	11	1	2	3	9	1
March	12	7	2	2	3	4	

	Vandalism	Threat/Intimi	Theft	Harassment	Assult	Disruption	Drugs/Tobacco//	Cell Phone
August				1		1		
September		2		8		19	3	14
October	1	3	1	6	3	19	4	7
November		2		3	2	24		8
December	4	1	1	6	2	20		12
January		3		4	1	38	1	10
February	2	1		5	1	21		5
March	1	1	2	4	1	24	1	10

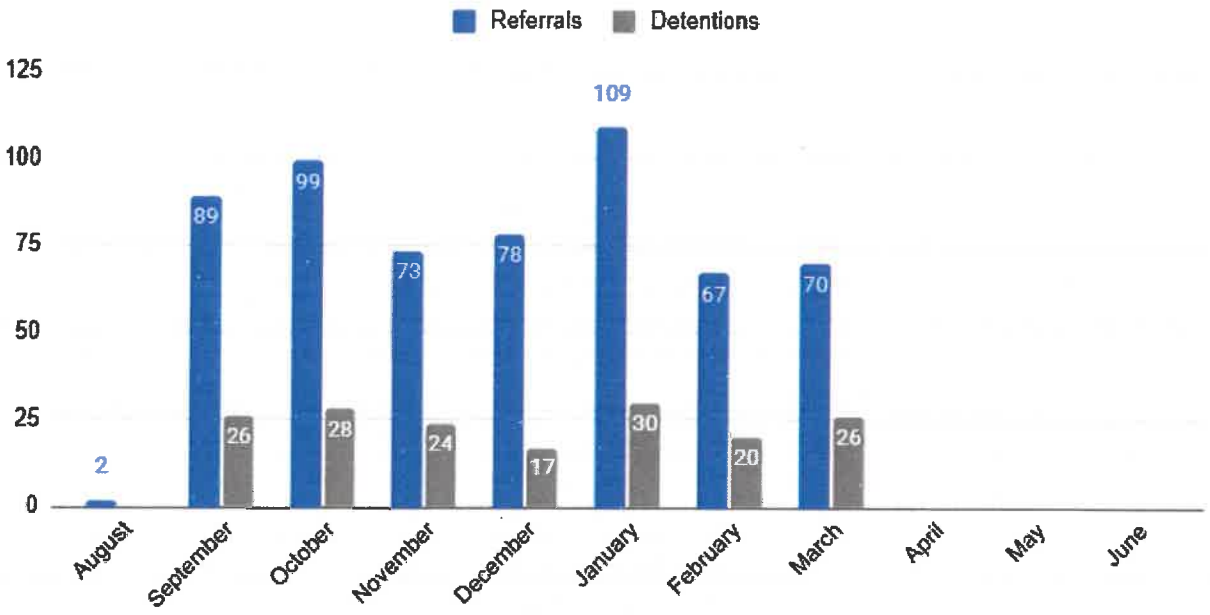
Consequences

	Warning	Intervention	Other	Parent Meeting	Lunch Det.	Detention	Parent Call	***OSS	Bus Suspensic
gust			1				1		
ptember	20	1	9	2	19	26	6	17	
tober	9	4	12		21	28	4	37	
vember	2	2	19		19	24	3	12	
cember	2	3	13	1	33	17	3	14	
nuary	3	8	20		42	30	8	14	
bruary	2	3	5		28	20	5	13	
rch	5	4	17		12	26	3	19	1

By Grade	Aug.	Sept.	Oct	Nov.	Dec	Jan	Feb.	March	
6th Grade			13	15	10	23	32	12	17
7th Grade			14	31	31	11	17	14	17
8th Grade		2	75	70	44	53	79	48	50

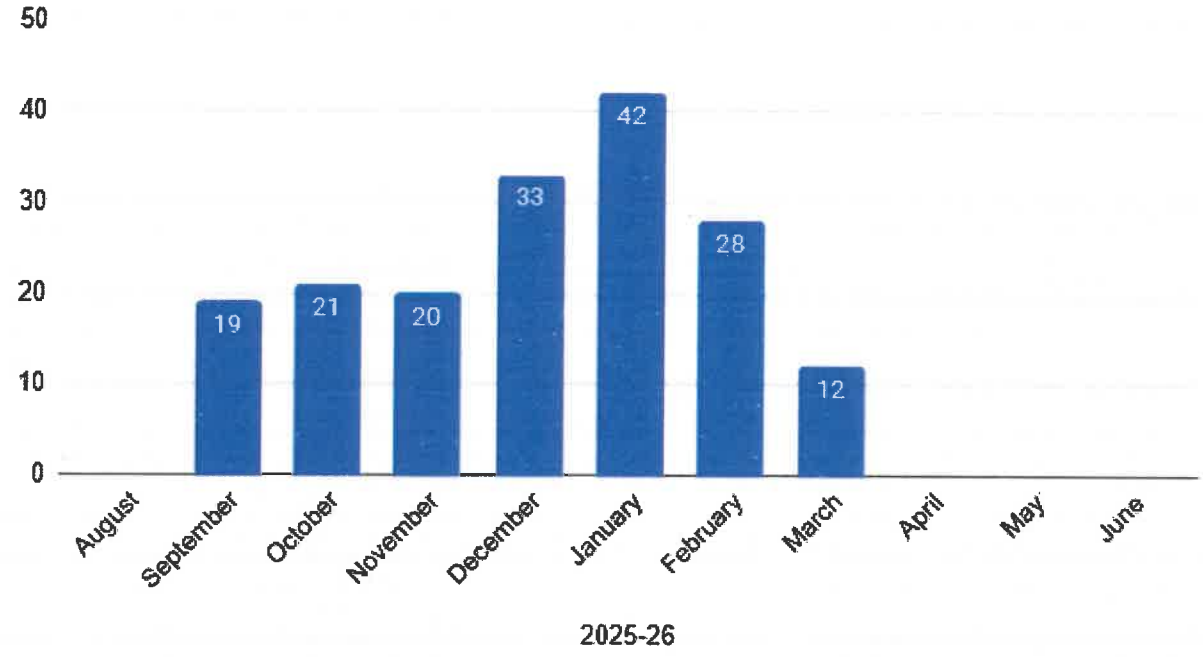
Location	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	
Classroom		1	68	65	58	60	90	51	52
Hallway		1	8	17	5	6	6	6	10
Playground			5	5	3	6	7	2	5
Cafeteria						1		1	1
Bathroom			2	4	2		1		2
Other Outside			3	6	4	4	2		1
Bus			2	2	1	1	3	3	3

2025-26 Referrals

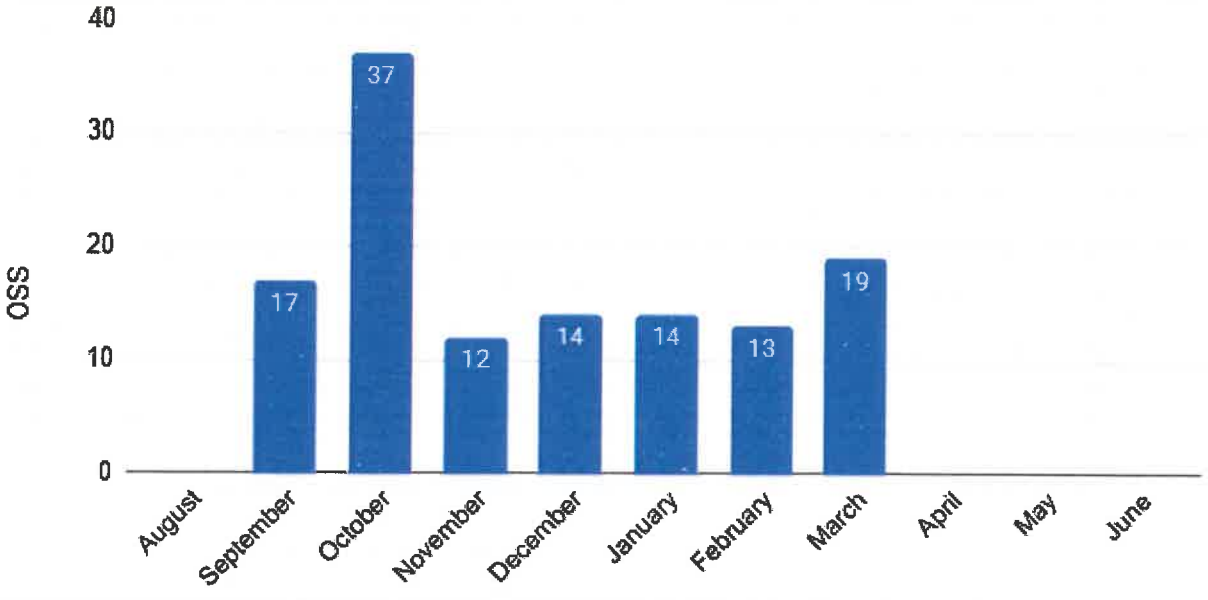


2025-26 Referrals/Detentions

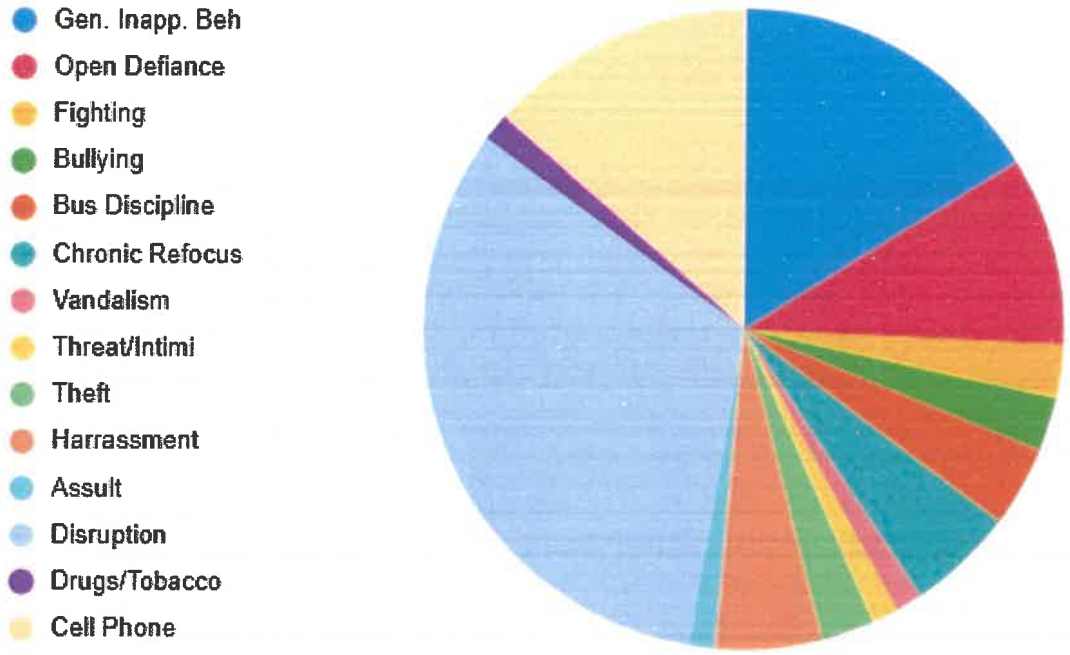
2025-26 Lunch Detention



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

April 2026

Valedictorians and Salutatorians

Presenting the 2025-26 Valedictorians and Salutatorians

Valedictorians: Ashley Carpenter, Chloe Copenhaver, Cole Jones, Violet Lawton, Coen LeVie, Xavier Nunn, Elliot Ophus, Rori Schoenfeld, Hailey Weidow.

Salutatorians: Katie Coomes, Kyndal Lowrie, Hagen Paddock-Francisco, Kiya Lamping, Lauren Richardson, Lauren Betz, Christian Jensen, Jaci Nicovich, Tobey Peck, Mia Nelson, Declan Turner.

BPA

Mr. Edlund's BPA group had six students who qualified for the State Championship with Andrew Mazanec (Class of 27') placing in two Events which has booked him a ticket to BPA Nationals in Nashville.
Python Programming (3rd Place - National Qualifier)
Linux Programming (State Champion - National Qualifier)

Science Olympiad

Mr. Tofflemire's team finished with their highest ever finish, placing 10th out of 30 schools. He also had teams competing in the Science Bowl and Physics Class in a Bridge Building Competition.

Employment Related

March 18th was the Job Fair Day at East Helena HS, starting after lunch. Close to 60 businesses had displays. This doubles last year's participation. Ms. Hayter will be presenting on the day.

Spring Break

Ms. Wigen and Ms. Nelson have just returned from a Spring Break trip from Italy where they studied and participated in Culinary and Agriculture activities.

FFA

Ms. Wigen's Vet Science team placed 7th in Conrad as they get ready for the FFA State Convention.

Culinary

Ms. Nelson invited Manda Hudak from Flathead Valley Community College's Culinary program as a Guest Chef to work with our students.

Librarian of the Year Presentation

Kate Peterson will be here to present NCCE (Northwest Council for Computers in Education) Innovative Librarian of the Year Award to Marne Bender.

Western Welding Tour

Mr. Harris had 100 students (60 from EHHS) participating in the Blue Collar Welding Tour, in our Welding Department, where students got to participate and learn from Professional Touring Welders.

Radio Station Intern

Ms. Hayter organized for Junior Aya Toylyyeva to intern at The Mighty Mo Radio Breakfast Show.

Shout Outs

To our Spring Coaches who are just getting started.

To Ms. Kerpa who organizes the ACT Exam process.

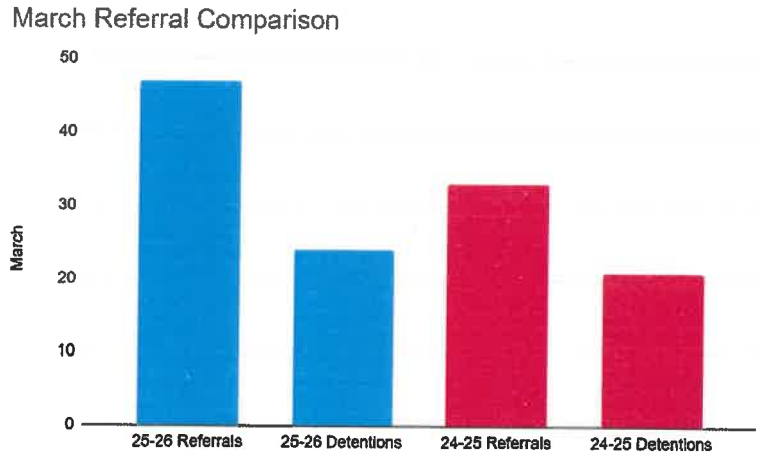
To the Graduation Committee who have the Ceremony organized and ready to go for either outside or inside.

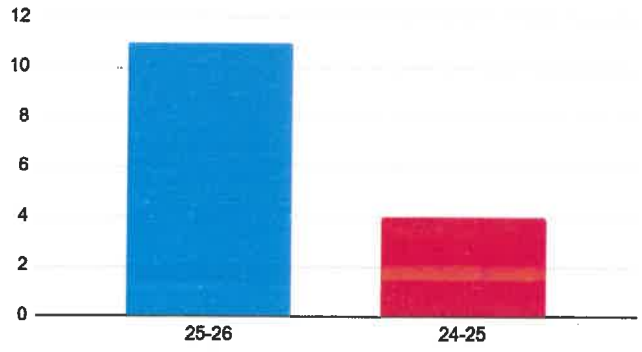
EHHS School Board Report
April 2026

PBIS Program:
The students at EHHS are continuing to work on following expectations of our staff. Staff are also reviewing the behavioral data each month to see what lessons or expectations we need to address with the students. These lessons or reminders are added to advisor lessons either as character/kindness lessons or as reminders from teachers as they work through the Advisor/Circle Up class period. We have seen an increase in the number of tardy referrals in the last few months. This is in large part due to the change in passing period minutes mid-year. We have decided as a staff that we need to adjust back to a four minute passing period next school year. The MTSS Committee (the committee that meets to review the behavioral data and help with Advisor lessons) continues to meet and make adjustments to our lessons as needed.

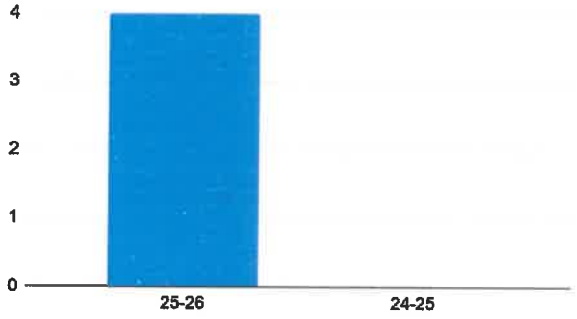
PBIS Tiers	Students	Percentage
Tier 1	633	94%
Tier 2	37	5.4%
Tier 3	4	0.6%

Discipline Report:
In March, EHHS saw a total of 47 office referrals with 24 detentions. The number of office referrals last school year were 33 with 21 detentions. Out of the total office referrals there were 11 In-School Suspensions (ISS) and 4 Out-Of School Suspensions (OSS), compared to 4 ISS and 0 OSS the previous school year. We had several discipline issues this last month that involved multiple day suspensions. These major events are a small portion of our student population and are not reflective of the larger student body. The graph above shows that the vast majority of our students are needing minimal intervention when it comes to following the basic expectations of our staff.





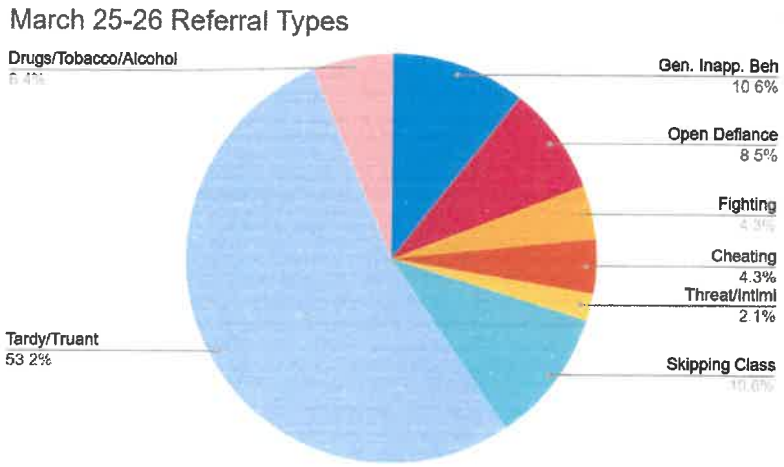
In School Suspension



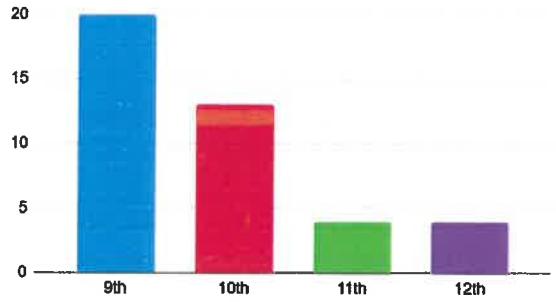
Out of School Suspension

Office Referrals by Category:

The types of office referrals in March are shown in the graph below. The vast majority of office referrals are related to tardies. These are often times dealt with by the teacher (with reminders to attend by admin) and assigned a lunch detention. The other major referrals were handled using our discipline matrix that is reviewed every year (twice a year) in our Advisor lessons and is included in the Handbook for students and parents to review. The matrix is reviewed each year with staff in various committees as well as the student committees.



Office Referrals by Grade Level:
The chart below shows the different grade levels for our office referrals.



Work for the 2025-2026 School Year:
As we are nearing the end of the school year, the focus in multiple committees has been to start creating plans and processes for the following school year. The work of all of our committees is being compiled into one place for staff to refer to throughout the year. The plan is to have a one-stop place for all of the information needed by an EHHS staff member and to review the needed information at the beginning of each school year. This will also be a great place for our staff to refer to when needed throughout the year as well as revisit in staff meetings and professional development sessions. We are excited to put this together and showcase the hard work of the staff over the last six school years!

Sincerely,
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: 04/13/2026

Activities: We are in the first part of our spring sports seasons. We are excited to see how it goes. We will have hosted our East Helena Track Invitational this past weekend with 15 teams having participated. It was a great tune up for us hosting the Eastern A Divisional Track meet in May. Our Tennis team has had several matches already this season and they have record numbers out as that program continues to grow. Both baseball and softball have started strong with the young squad with some great competition.

I would like to take this opportunity to update the board on our Co-op in Softball with Jefferson High School. We have one more year while Boulder is still in the class B with our two schools sharing athletes. We currently have 6 girls from Jefferson High on our team and our team total is 18 players. They are most likely moving up to the Class A after the 2026-2027 school year and I have not visited with them to see their thoughts about which conference they are planning on joining between the East and the West. I have visited with MHSA about the co-op and if we will still be able to keep it.

Here is the process.

1 – Dissolve the co-op and both schools could participate on their own.
2 – Move up to Class AA
3 – Appeal to our Board to stay in Class A.

The bottom line is we could still keep it if both boards and school felt it was worthwhile which I do if we can stay in Class A with the appeal to the MHSA

Transportation: So far our bus driver numbers have been staying pretty strong. We have enough to have trips going and have our regular routes covered. The spring is less taxing on the number of activities but we have a lot of trips during the week with spring sports.

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: Our facility use is less in the spring months as a lot of our winter groups are ending their seasons. We are still busy as lots of groups want to use them for other things. Our gyms have less need for our own activities this time of year so we see groups taking advantage of that.

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

Apr. 13th, 2026

To the EHPS Chairman and Board of Trustees,

April has been a busy month so far. We received 350 new Chromebooks, 60 new staff PC's, and should receive 120 iPads within the next week. We have started deploying these devices to classrooms.

ACT testing is happening this month as well. Counselors at EHHS have identified the devices they'll be using for testing and we have started the process of ensuring they are up to date and pass all the device checks to ensure a smooth testing experience. Last year was my first year handling this and we ran into some network hiccups so this year we have a plan in place to make sure each device is working on test day.

Once things have calmed down a bit, my attention will be network optimization for the future. I've built a district-wide network map to visualize current bottlenecks and issues and have already begun making some changes to bring everything up to date. This will likely be more of a summer task as it will involve some network downtime which can be difficult to schedule this time of year with so many afterschool activities. So far the IT team has replaced our end-of-life wireless access points at Prickly Pear with new Ruckus R560's, as well as a handful of network switches.

Additionally, Eastgate and Radley have network infrastructure that needs attention. This includes broken ports in classrooms, cable issues, and gaps in the wifi. Once all of this is identified and documented, we will begin the process of repairing/updating them.

Thank you for your time,

Eric Power
Technology Coordinator

East Helena Public Schools

SCHOOL FUNDING
INFORMATION NIGHT



An opportunity to

join Superintendent Rispens to learn about school funding & the levy as well as the impact both have on our EH schools!



Join Us!

Tuesday, April 21

6:30 PM

MRBCo.
451 Spencer Ct.

Listen in, ask questions & learn!

OOD Information April 2026

	Currently Enrolled	Apps Received	Waiting on Apps	*New w/ Ties	*New no Ties	Staff Related
PK	N/A	7		4	3	4
K	5	13		2	6	
1	10	10				3
2	12	12				1
3	5	5				1
4	11	12			1	2
5	13	13				4
6	13	14		1		
7	14	14		1		1
8	17	17	1	1		4
9	8	10	1	2	1	1
10	24	27		1	1	
11	15	15				1
12	27	28			1	3
	174	**197**	**2**	**12**	**13**	**25**

SHOP SPACE RENTAL AGREEMENT

This Lease Agreement (the "Agreement") is made and entered on May 1st, 2026 (the "Effective Date") by and between J&L Enterprises, LLC (the "Landlord") and the following tenants:

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. PREMISES. Landlord, in consideration of the lease payments provided in this agreement, leases to Tenant the following: Unit #3 shop space. This unit is 2000 sq ft heated with bathroom, shower and W/D hookups. Parking is limited to space in front of each unit with additional shared parking on east end of building. (the "Premises") located at 2721Wylie Dr, Unit #3, East Helena, Montana 59635. No other portion of the building (hereinafter, the Building), wherein the Premises is located is included unless expressly provided for in this Agreement.

2. TERM. The lease agreement term will begin on May 1st, 2026 ("Commencement Date") and shall continue as a 1 year tenancy with the option to renew. Tenant may terminate the tenancy by giving Landlord written notice of at least 30 days prior to the 1 year anniversary date. Landlord may terminate the tenancy by giving written notice as provided by law.

Lease shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. MANAGEMENT. The Tenant is hereby notified that Jamon and Lisa Jewett are the property managers in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact Jamon Jewett at P.O. Box 1950, East Helena, Montana 59635, 406-459-5199, jewettexcavating@hotmail.com or Lisa at 406-459-8768.

4. LEASE PAYMENTS. "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

(a) Tenant shall pay to Landlord lease payments of $2,000.00, payable in advance on the first day of each calendar month, and is delinquent on the next day. Lease payments shall be made to Landlord at the address of Landlord noted in the Notices provision of this agreement which may be changed from time to time by Landlord.

(b) Rent shall be paid by the following method(s):

Direct deposit ACH

Cash

Cashier's Check

If any payment is returned for non-sufficient funds or because Tenant stops payments, then, after that, (i) Landlord may, in writing, require Tenant to pay lease in cash for three months and (ii) all future lease payments shall be paid by money order or cashier's check.

5. SECURITY DEPOSIT. At the time of the signing of this agreement, Tenant shall pay to Landlord, in trust, a security deposit of $1,500.00 per unit to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Upon the vacating of the Premises for termination of the agreement, Landlord shall have thirty (30) days to return the security deposit to Tenant, minus any deductions for damages or other charges, together with an itemized list of any such deductions.

6. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this agreement, and shall yield possession to Landlord on the last day of the term of this agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear expected.

7. USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time heated storage/mini warehouse unit. Tenant shall keep unit heat above 40 degrees during freezing temps to avoid damage to water lines.

Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

This agreement and occupancy of the Premises is binding, individually and severally, on each person(s) specifically named and who signs this agreement, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

9. KEYS. Tenant will be given 2 key(s) to the Premises. If all keys are not returned to Landlord following termination of the agreement, Tenant shall be charged $20.00. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

10. LOCKOUT. If Tenant becomes locked out of the Premises, Tenant will be charged $20.00 to regain entry.

11. SMOKING. Smoking is prohibited in any area in or on the Premises and on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Premises or Property due to Tenant or Tenant's visitors or guests smoking in the Premises or Property. Any violation of this policy will be seen as a breach of this contract and Landlord will be entitled to all remedies allowable by law including eviction.

12. STORAGE. During the term of this agreement, tenant shall be entitled to store items of personal or business property in Units being leased. Tenant shall store only personal or business property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord shall not be liable for loss of, or damage to, any stored items.

13. PARKING. Parking is permitted as follows: tenant shall be entitled to use parking in front of each unit leased for the parking of motor vehicle(s). The parking space(s) provided are identified as additional parking will be available at east end of south building for units 1-8 . The right to parking is included in the lease agreement pursuant to "lease; agreement Payments." Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant shall park in assigned space(s) only. Parking space(s) shall be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s).

14. MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlords or Landlord's Agents access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

15. UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with units leased on the Premises.

16. TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL PROPERTY TAXES. Landlord shall pay all personal property taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

17. PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

18. OTHER. tenant shall provide proof of renters insurance on or before date of occupancy. Tenant will have power and gas for their units rented switched over to their names on or before occupancy.

19. NON-SUFFICIENT FUNDS. Tenant shall be charged $40.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all Late Payments provisions included in this agreement. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this agreement.

Landlord reserves the right to demand future payments by direct deposit, cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three returned checks in any twelve month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

20. LATE PAYMENTS. For each payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of $10.00 per day, beginning with the day after the due date.

21. DEFAULTS. Tenant shall be in default of this agreement if Tenant fails to fulfill any agreement obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 5 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this agreement, including reasonable attorneys' fees. All sums of money or charges required to be paid by Tenant under this agreement shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

22. TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this agreement, Landlord may terminate this agreement upon 30 days' written notice to Tenant that the Premises have been sold.

23. MILITARY TERMINATION CLAUSE. In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located; is relieved from active duty, retires or separates from the military; or is ordered into military housing, the Tenant may terminate this agreement upon giving thirty (30) days' written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer reflecting the change that warrants

termination under this clause. The Tenant will pay prorated rent for any days he or she occupies the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Premises.

24. DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than $1,000.00, Landlord shall repair the Premises and a just proportion of the rent payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is $1,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this agreement shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

25. HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and lease value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

26. HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this agreement ("Holdover Period"), Tenant shall pay to Landlord rent payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this agreement.

27. CUMULATIVE RIGHTS. The rights of the parties under this agreement are cumulative, and shall not be construed as exclusive unless otherwise required by law.

28. REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the agreement term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this agreement.

29. ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises

without Tenant's consent. During the last 30 days of this agreement, or any extension of this agreement, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

30. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.

31. ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

32. DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

33. COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

34. MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

36. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the

Premises. This prohibition applies to each and every term of this agreement in regard to space rented to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this agreement.

37. NOTICE. Notices under this agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

J&L Enterprises, LLC

Jamon & Lisa Jewett

P.O. box 1950

East Helena, Montana 59635

TENANT:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

38. GOVERNING LAW. This agreement shall be construed in accordance with the laws of the State of Montana.

39. ENTIRE AGREEMENT/AMENDMENT. This document contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement. This agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

40. SEVERABILITY; WAIVER. If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

42. ESTOPPEL CERTIFICATE. Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

43. TENANT REPRESENTATION; CREDIT. Tenant represents and warrants that all statements in Tenant's lease application are accurate. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this agreement. Landlord may cancel this agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

44. BINDING EFFECT. The provisions of this agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

By: _____ Date: _____

Jamon & Lisa Jewett, J&L Enterprises, LLC

TENANT:

By: _____ Date: _____

SHOP SPACE RENTAL

INSPECTION CHECKLIST

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
	_____	_____
Ceilings	_____	_____
	_____	_____

Doors

Lights

Locks

	_____	_____
UNIT HEATER	_____	_____
Walls	_____	_____
Windows	_____	_____
	_____	_____
_____	_____	_____
_____	_____	_____

_____

Date

Tenant:

By: _____ Date: _____

Acknowledged by Landlord:

By: _____ Date: _____

Jamon & Lisa Jewett, J&L Enterprises, LLC

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

RE: Leased facility

1 message

Holman, Rody (MMA) <Rody.Holman@marshmma.com> Tue, Apr 7, 2026 at 5:22 PM
To: Dan Rispens <drispens@ehps.k12.mt.us>, "Brookie, Shelby L (MMA)" <Shelby.Brookie@marshmma.com>
Cc: Jane Knudsen <jknudsen@ehps.k12.mt.us>, Shaun Murgel <smurgel@ehps.k12.mt.us>, Kirk Hedrick <khedrick@ehps.k12.mt.us>, "Garber, Brandy (MMA)" <Brandy.Garber@marshmma.com>

Dan;

Thanks for passing this along. I have noted the following areas for further discussion/consideration:

1. Paragraph 7—Use of Premises/Absences—"Landlord may require Tenant obtain liability insurance for benefit of landlord." I would suggest clarification on this provision. If the landlord desires and/or requires Tenant to obtain liability insurance, we are fine with that and we could even agree to name the landlord as Additional Insured (AI), if required. That said, the liability insurance is truly as much as for the District's benefit, rather than simply the landlord. Again, if they want AI status, we could provide it.

2. Paragraph 12—Storage—"Tenant shall not store any improperly packaged food…" This paragraph may be inconsistent with the District's intended use of the leased facilities in that the District intends to use this for basic bus repairs; I would suggest clarification on the flammable materials prohibition.

3. Paragraph13—Parking—seems to prohibit bus parking. Again, it seems inconsistent with the District's intended use of the leased facility in that the District is interested in using this for basic bus repairs.

4. Paragraph 17—Property Insurance—As long as we list this location (albeit leased) on the East Helena SD schedule of insurance, we can add personal property to the District's property policy without any issues.

5. Paragraph 18—Other—seems inconsistent with Paragraph 7 in that in this section renter's insurance is required prior to date of occupancy. If it required, that is acceptable. Further, we can provide AI status if requested/required. In any case, we will schedule this location to pick up any District liability at this location.

6. Paragraph 22—Termination Upon Sale of Premises—this could put the District in an untenable position if the leased property is sold and you are required to vacate within 30 days. Not to get too knit-picky, but the District may want to try and negotiate that the lease survives a sale for a certain period of time (i.e. three or six months, etc.) just to give the District adequate time to find another suitable location. Just a thought.

7. Paragraph 30—Indemnity Regarding use of Premises—While I am not an attorney, we would suggest and feel more comfortable with mutual indemnification language (i.e. tenant indemnifies landlord, landlord indemnifies tenant) rather than just having tenant indemnify landlord.

8. Paragraph 32—Dangerous Materials—Again, the District is intending on utilizing this space for bus repairs, I would be concerned that fuels, solvents, etc. used in normal bus repair activities might be inconsistent with this section. I would suggest some clarifying language just to be safe.

I am hopeful this helps—I took some liberty and did stray a bit from just the basic insurance provisions but thought I would share those thoughts with you as well. Please let me know if you have any questions or concerns. As always, thank you for allowing us the opportunity to work with you all. Best,

Rody

Rody Holman, MBA, CIC

Licensed Insurance Consultant

School Program Manager

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3475 Monroe Ave. | Butte, MT | 59701

Rody.Holman@MarshMMA.com | MMANorthwest.com

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MarshMcLennan Agency

A business of Marsh McLennan
Marsh & McLennan Agency LLC

Please see our Privacy Notice.

From: Dan Rispens <drispens@ehps.k12.mt.us>
Sent: Tuesday, April 7, 2026 2:21 PM
To: Brookie, Shelby L (MMA) <Shelby.Brookie@MarshMMA.com>; Holman, Rody (MMA) <Rody.Holman@MarshMMA.com>
Cc: Jane Knudsen <jknudsen@ehps.k12.mt.us>; Shaun Murgel <smurgel@ehps.k12.mt.us>; Kirk Hedrick <khedrick@ehps.k12.mt.us>
Subject: Leased facility

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MONTANA FISH, WILDLIFE & PARKS

April 8, 2026

RE: Facility Use Request

Dear Trustees,

The Montana Hunter Education Program has been a long-time partner with the East Helena School District to promote hunter education. As the Supervisor of the Hunter Education program, I would like to request the continued support of the East Helena Board of Trustees in allowing the Hunter Education program to continue to be held at the East Valley Middle School in the coming year.

As a group that uses demonstration firearms as part of the careful training of our youth, we are requesting the continued ability to bring those firearms into the school as agreed in the previous year. As always, the essence of our training is about the safe, responsible, and ethical use of firearms. Please consider allowing for the Hunter Education program to continue to use your facility.

Thanks,

Francis Reishus

Outdoor Skills and Safety Supervisor

Fish, Wildlife and Parks

406-444-9947