Funding and Construction Agreement

Federal Aid ID TBD
EAST HELENA SIDEWALKS
UPN 10769000
MDT Contract Number ____

This Agreement by and between East Helena Public Schools (District) and the Montana Department of Transportation (MDT) (collectively Parties) establishes the responsibilities and duties of the Parties with respect to Project activities within the City of East Helena, Montana.

Whereas, the construction will be accomplished by MDT and the District through Uniform Project Number 10769000, Federal-Aid Project Number Federal Aid ID TBD, titled EAST HELENA SIDEWALKS (Project) to construct 5-foot wide concrete sidewalks and pedestrian crossings on E. Main Street, S. Lane Avenue, and Kalispell Avenue within the City of East Helena and shown on maps in Attachment "B"; and,

Whereas, Federal Highway Administration (FHWA) funds available through the Transportation Alternatives Program will be used to pay for the construction, the District and State must ensure that federal and state requirements are met for the Project to remain eligible for state and/or federal funding; and,

Whereas, a portion of the Project on S. Lane and E. Main lies on the designated X-Route Highway System (On-System Roadway) under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. § 60-2-126, and a portion of the Project on N. Kalispell is not on the designated Urban Highway System (Off-System Roadway); and,

Whereas, the State and District recognize the need to construct the Project, the District deeming it to be a valuable and beneficial consideration, and the Parties are willing to share in its costs in accordance with Article V, Funding; and

Whereas, the City of East Helena (Local Agency) will take primary responsibility for maintenance of the Project once constructed, pursuant to a separate Agreement.

Now, therefore, the Parties agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF MDT (On-System Roadway)

1. MDT will design and award a contract to construct the Project.
2. MDT will provide the District opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. MDT will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and all roadway features, including signals,

roadway signage, guardrails and non-decorative/standard/safety roadway lighting installed with this Project, unless otherwise noted herein.

4. MDT is the issuing authority for all future encroachment and approach permits.

ARTICLE II. GENERAL OBLIGATIONS OF MDT (Off-System Roadway)

1. MDT will design and award a contract to construct the Project.
2. MDT will provide the District opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. MDT agrees to develop, administer, design and construct the Project, which is eligible for federal funding and approved through the established fund program prioritization processes (including, but not limited to STPU, Urban Pavement Preservation, Highway Safety Improvement Program, and Congestion Mitigation & Air Quality Improvement funds) in coordination with the District. MDT agrees to ensure that the Project is consistent with and in compliance with:
    a. applicable adopted local planning documents, where feasible and not in conflict with MDT Design Standards and Specifications, including but not limited to the adopted growth policy, design standards, and ADA Transition Plan;
    b. applicable MDT Design Standards and Specifications, or with Montana Public Works Standards as modified by the District, whichever the parties agree is most appropriate for the specific item within the project as determined through project development;
    c. the Manual on Uniform Traffic Control Devices (MUTCD); and
    d. sound engineering practices.

ARTICLE III. GENERAL OBLIGATIONS OF THE DISTRICT (On-System Roadway)

1. The District will provide appropriate and timely input during the Project's development.
2. The District agrees no fixture, building, structure, or other permanent installation other than those listed in this Agreement and approved by MDT shall be constructed or placed within MDT right-of-way without prior written approval from MDT.
3. Unless specified otherwise herein, the District agrees any amenities added and solely paid for by the District with this Project to the Project location are the sole responsibility of the District and/or the Local Agency. If these amenities must be moved or modified by MDT due to future projects or maintenance requirements, the costs for moving or modifying the amenities will be paid for solely by the District and/or Local Agency. MDT will notify the District and/or Local Agency in advance of the need to move or modify the amenities and allow a reasonable amount of time to perform the work. If neither the District nor the Local Agency moves or modifies the

amenities, MDT will perform the work and invoice the District and Local Agency, jointly and severally, for the costs.

ARTICLE IV. GENERAL OBLIGATIONS OF THE DISTRICT (Off-System Roadway)

1. The District will provide appropriate and timely input during the Project's development.
2. The District, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.
3. Unless specified otherwise herein, the District agrees any amenities added and solely paid for by the District with this Project to the Project location are the sole responsibility of the District and/or Local Agency. If these amenities must be moved or modified by MDT due to future projects or maintenance requirements, the costs for moving or modifying the amenities will be paid for solely by the District and/or Local Agency. MDT will notify the District and/or Local Agency in advance of the need to move or modify the amenities and allow a reasonable amount of time to perform the work. If neither the District nor Local Agency moves or modifies the amenities, MDT will perform the work and invoice the District and Local Agency, jointly and severally, for the costs.
4. The District agrees it will assume partial responsibility for the Project upon notification by MDT of the Project's substantial completion. The District's responsibility is expected to include general maintenance and snow removal, and will be more fully defined in a separate contract executed between the District and the Local Agency.

ARTICLE V. FUNDING

The District agrees to pay the requisite 13.42% non-federal matching funds for the Project and associated indirect costs up to the allowable overrun percentage in accordance with Tables 1 and 2 below.

The District is responsible for 100% of non-federal aid eligible costs and for the payback of state and federal funds expended on non-federal aid eligible elements of the Project, if required.

It is understood and agreed between the Parties that Mont. Code Ann. § 17-1-106 requires any state agency that receives non-general funds, including MDT, to identify and recover its indirect costs. These costs are in addition to the direct Project costs. Indirect costs will be recovered on MDT charges to the Project at the rate for the fiscal year in which the charges are incurred. MDT will not recover indirect costs on District charges to the Project. See Table 1 below.

The District will be billed in advance for its share of MDT charges, including indirect costs. The billing for the Project's preliminary engineering (PE phase) for MDT charges will be sent within 30 days of this Agreement being signed. The billing for the Project's CE phase will be sent no fewer than sixty (60) days prior to the Project's anticipated advertisement for letting.

The District will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check. The payment(s) should be sent to MDT's Fiscal Services Division at:

Montana Department of Transportation
Attention: Accounting Processing Section
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

MDT will not submit programming requests to FHWA for individual Project phases until the required local funds have been transferred to MDT. The Project will not advance past the Preliminary Engineering (PE) phase until a funding package (CN & CE) for all improvements, including contingencies and overruns, is in place to MDT's satisfaction. The Project will not advance to advertising for construction until the Project has been authorized by FHWA for the funds to be reimbursable.

If payment is not made by the District within the thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full.

MDT will not participate in any future funding Agreement with the District until full payment, including any interest, is received from the District.

District agrees that if the District terminates Project development at any time, it will reimburse MDT for all costs incurred by MDT up to the date of the stoppage, including any required payback of Federal funds already expended on the Project.

The current Project cost estimate, including IDC and inflation, is shown in Table 1. This estimate will be updated, until Project closeout, at Project milestones and/or as more refined estimates become available. Any such revisions will be incorporated into this Agreement via Amendment, in accordance with the General Terms and Conditions.

The State's Project Manager will inform the District point of contact as soon as possible of anything that it appears will result in a cost increase and will discuss with the District the need for any possible additional funds, alternative designs, and/or reduction of the Project's scope and will consider the District's comments and concerns about the additional costs and/or alteration in scope or design. None of this will prevent, delay, or excuse the District from paying for any additional costs deemed necessary by State.

The State agrees to award the Project using Federal and District matching funds, provided that the lowest responsive bid does not exceed the allowable overrun percentage shown in Table 2.

If the lowest responsive bid exceeds the allowable overrun percentage, as listed in Table 2, the State will contact the District to determine a funding solution agreeable to both Parties.

The Parties understand that it is possible that the estimated cost of the Project's construction may be exceeded once the Project has begun.

Table 1 - Project Cost Estimate

Project Phase	Total Cost of Phase	Federal Funds	State Matching Funds	District Matching Funds	District Additional Funds
Total Preliminary Engineering (PE)	$100,000.00	$86,580.00		$13,420.00	$0.00
PE - MDT	$100,000.00	$86,580.00		$13,420.00	
Construction (CN)	$443,698.56	$371,488.91		$57,581.21	$14,628.44
CN - Local Agency	$0.00	$0.00		$0.00	
CN - MDT	$443,698.56	$371,488.91		$57,581.21	$14,628.44
Total Construction Engineering (CE)	$82,166.40	$71,139.67		$11,026.73	$0.00
CE - Local Agency	$0.00	$0.00		$0.00	
CE - MDT	$82,166.40	$71,139.67		$11,026.73	$0.00
Subtotal Local Agency	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal MDT	$625,864.96	$529,208.58	$0.00	$82,027.94	$14,628.44
IDC (9.90%)	$61,960.63	$52,391.65	$0.00	$8,120.77	$1,448.22
Grand Total	$687,825.59	$581,600.23	$0.00	$90,148.71	$16,076.66

The above costs are estimates and include inflation and current IDC. The rows above are labeled with "MDT" and "District." The MDT rows are costs originating from MDT to provide oversight. The District rows are costs originating from the District for project development, construction, and construction engineering. Both MDT and District rows are billed to Federal Funds (TA) and District Matching Funds. The Indirect Cost Rate (IDC) only applies to the MDT rows.

Table 2 - MDT Guidelines for Awarding Construction Agreements

(Used to determine allowable overrun cost participation based on construction bid award amount)

LOWEST RESPONSIVE BID	ALLOWABLE OVERRUN %
UNDER $50,000	30%
$50,000 - $200,000	25%
$200,000 - $500,000	20%
$500,000 - $2,000,000	15%
OVER $2,000,000	10%

ARTICLE VI. GENERAL TERMS AND CONDITIONS

Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the Parties.

Termination – This Agreement may be terminated by either party if the other party violates or breaches any term, condition, or article of this Agreement and the breaching party has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the breaching party's representative, of such violation or breach of any term, condition, or article of this Agreement.

Other Agreements – Other Agreements pertaining to the Project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, including the Citywide MOA, the terms of this Agreement apply.

Hold Harmless & Indemnification

The District agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the District's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the District, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

The State and MDT agrees to protect, defend, indemnify, and hold the District, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the District.

Insurance

a. General Requirements: Each Party shall maintain for the duration of this Agreement, at its own cost and expense, insurance, a self-funded plan, or risk-pooling agreement covering claims for personal or bodily injury, death, or damage to property that may arise from or in connection with the performance of duties and obligations in this Agreement by each Party, its agents, employees, representatives, assigns, or sub-contractors. This coverage shall cover such claims as may be caused by any negligent act or omission.
b. General Liability: Each Party shall purchase and maintain coverage with single and combined single limits for bodily injury, personal injury, and property damage at or exceeding the requirements of Mont. Code Ann. § 2-9-

108 to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided under this Agreement or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.

c. Workers' Compensation Insurance: The District must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers' compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§ 39-71-401 and 39-71-405. Proof of compliance must be in the form of worker's compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the District nor its contractor, subcontractors, and employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

d. General Provisions: All coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each Party must notify the other immediately of any material change in coverage, such as changes in limits, coverage, change in status of policy, etc. Each Party reserves the right to request complete copies of the other Party's insurance policy or self-insured memorandum of coverage at any time.

Public Safety – It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the District will immediately protect the area from public access, contact the appropriate MDT Area Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

Invoicing – If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the District and the District shall pay the same within thirty (30) days of its receipt of such invoices.

i. Invoices will be sent to:
East Helena Public Schools
Attn: Dan Rispens
P.O. Box 1280
East Helena, MT 59635
(406) 459-3769
drispens@ehps.k12.mt.us

ii. Payments shall be made to:
Montana Department of Transportation
Attention: Accounting Processing Section
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

Indirect Costs (IDC) – Mont. Code Ann. § 17-1-106 requires all state agencies, including MDT, which receive non-general funds to identify and recover indirect costs (IDC) in addition to direct project costs. MDT's IDC rate is recalculated annually, as defined in 2 CFR Part 200, Appendix VII. The IDC rate in effect for the fiscal year MDT incurs the costs will be charged to the District in addition to the direct project costs.

Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The Parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this Agreement.

Binding Effect – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

Relationship of Parties – Nothing contained in this Agreement shall be deemed or construed (either by the Parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

Non-Discrimination – The District will require that during the performance of any work arising out of this Agreement the District, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this Agreement.

ADA – MDT requires that any construction or maintenance resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT's Detailed Drawings, 608 series.

Audit – The District grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the District maintains in connection with this Agreement.

Utilities – This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.

Amendment and Modification – This Agreement may be modified or amended only by written Amendment signed by the Parties. In addition to the terms and conditions contained herein, the provisions of any Amendment may be incorporated and made a part hereof by this reference in the terms of the Amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any

Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.

Access and Retention of Records – The District agrees to provide MDT, the State of Montana Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The District agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.

Severability – In the event that any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Representatives

District's Representative: The District's Representative for this Agreement shall be the District Manager or designee or such other individual as District shall designate in writing. Whenever approval or authorization from or communication or submission to District is required by this Agreement, such communication or submission shall be directed to the District's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when District's Representative is not available, MDT may direct its communication or submission to other designated District personnel or agents.

MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Area Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, District may direct its direction or communication or submission to other designated MDT personnel or agents.

Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

ATTACHMENT A:

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

https://mdt.mt.gov/other/webdata/external/civilrights/title_vi_nondisc.pdf

ATTACHMENT B:
PROJECT LOCATION MAP

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the District's authorized representative on behalf of the District, has signed and affixed hereto the seal of the District.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

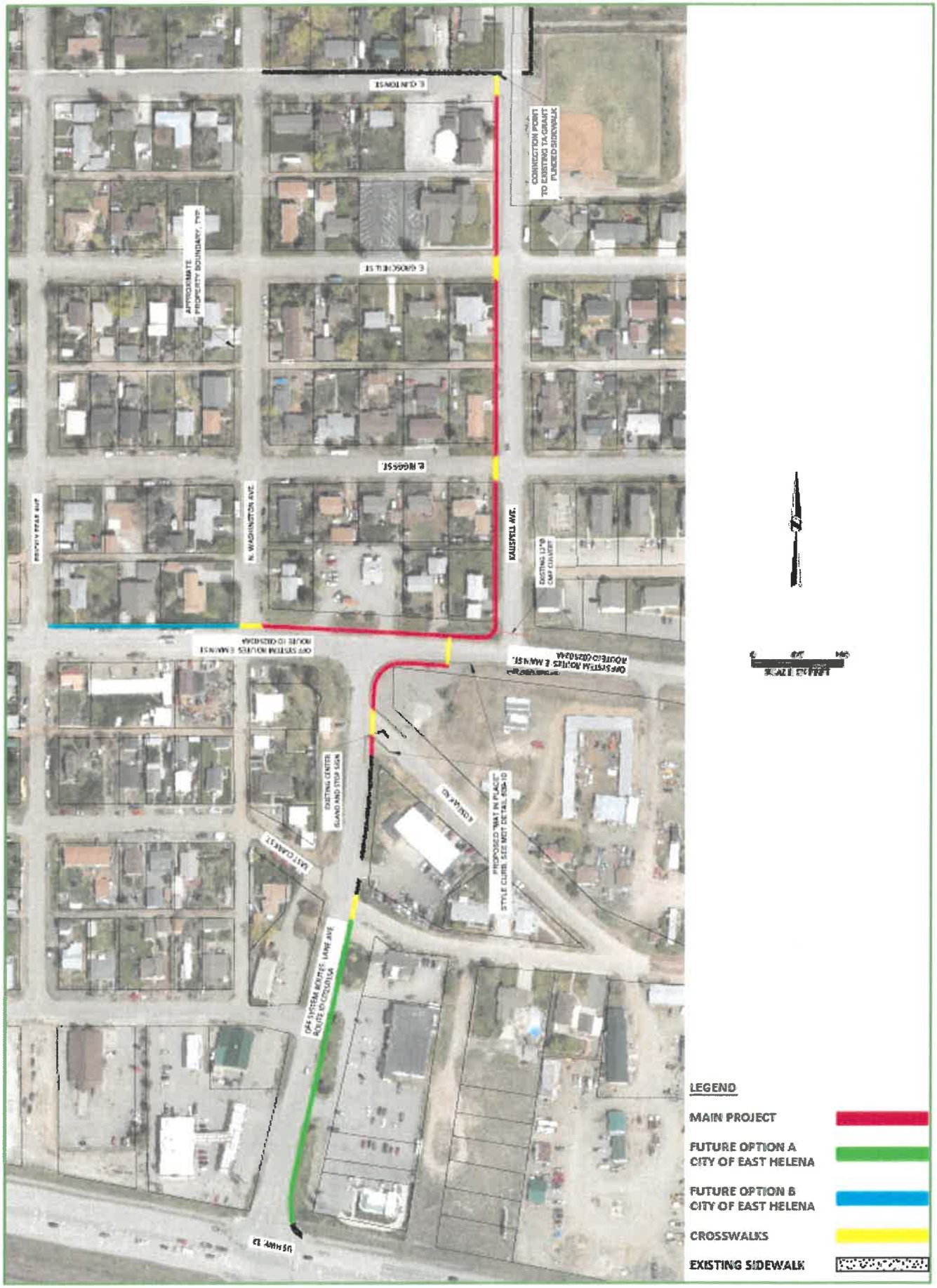
By _____ _____
Montana Department of Transportation Date

_____
Approved for Legal Content

_____
Approved for Civil Rights

EAST HELENA SCHOOLS

_____
Scott Walter
Board Chair


E UNION ST
E GROSS ST
E MOSS ST
CONNECTION POINT TO EXISTING TA GRANT FUNDED SIDEWALK
APPROXIMATE PROPERTY BOUNDARY, TYP.
N. WASHINGTON AVE.
KALISPELL AVE.
EXISTING 13'-0" CMP CULVERT
OFF SYSTEM ROUTES E MAIN ST. ROUTE TO GRANDVIEW
OFF SYSTEM ROUTES E MAIN ST. ROUTE TO GRANDVIEW
EXISTING CENTER ISLAND AND STOP SIGN
LAST CHANCE ST
PROPOSED MAT IN PLACE STYLE CURB. SEE MDT DETAIL 656-10
OFF SYSTEM ROUTES VANE AVE ROUTE TO GRANDVIEW
US HWY 12
LEGEND
MAIN PROJECT
FUTURE OPTION A CITY OF EAST HELENA
FUTURE OPTION B CITY OF EAST HELENA
CROSSWALKS
EXISTING SIDEWALK

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

Actual - 16,082,849.37

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

TO: **Trustees, East Helena Schools**

FROM: **Dan Rispens, Superintendent**

BOARD MEETING: **June 8, 2026**

RE: **Student Enrollment (June 2, 2026)**

School	Grade Level	To Date	Month Ago	Year Ago
Eastgate	Age-K	47	47	51
	K	140	141	116
EG Total		**[187]**	**[188]**	**[167]**
Prickly Pear	1	127	128	127
	2	131	131	150
Prickly Pear Total		**[258]**	**[259]**	**[277]**
Radley Elementary	3	155	155	147
	4	156	157	147
	5	148	148	134
Radley Total		**[459]**	**[460]**	**[428]**
East Valley Middle School	6	144	144	151
	7	141	142	151
	8	144	144	166
EVMS Total		**[429]**	**[430]**	**[468]**
East Helena High	9	165	166	141
	10	124	124	138
	11	122	122	130
	12	119	119	118
EHHS Total		**[530]**	**[531]**	**[527]**
EVMS 227	6	2	2	12
	7	15	15	10
	8	14	14	10
EVMS 227 Total		**[31]**	**[31]**	**[32]**
EHHS 227	9	12	12	8
	10	17	18	22
	11	18	19	15
	12	19	19	15
EHHS 227 Total		**[66]**	**[68]**	**[60]**
TOTALS		**1960**	**1967**	**1959**

PRELIMINARY BUDGET DATA SHEET
FY 2027

County: 25 Lewis & Clark

District: 1240 East Helena K-12

NOTE: Information shown on the asterisked lines below (*) is subject to change if your district's certified ANB is changed; any changes will be reflected on the FY2027 final budget form. (+) This symbol indicates whether the current ANB or 3 year average ANB (whichever is greater) is used to determine budget funding. Information shown on the asterisked line below (**) means that if a District qualifies for the Teacher Incentive Program, payment is doubled.

1. Certified ANB		FY 2027			3 Year Avg ANB		
*Budget Unit		ANB	*Basic Entitlement	*Per ANB Entitlement	ANB	*Basic Entitlement	*Per ANB Entitlement
E1	EAST HELENA K-6	1,131	172,034.00	7,441,447.20 +	1,081	165,778.00	7,116,887.20
E2	EH 227 CHARTER K-6	2	0.00	13,381.80 +	2	0.00	13,381.80
M1	EAST HELENA 7-8	305	125,110.00	2,589,755.00 +	324	125,110.00	2,749,545.00
M2	EH 227 CHARTER 7-8	26	125,110.00	222,579.50 +	26	125,110.00	222,579.50
H1	EAST HELENA HS 9-12	558	375,333.00	4,702,684.50	577	375,333.00	4,860,071.00 +
H2	EH 227 CHARTER 9-12	60	375,333.00	513,135.00	60	375,333.00	513,135.00 +

2.	*	**Direct State Aid**	7,515,540.42
3.	**	**Quality Educator**	1,040,232.00
4.		**At Risk Student**	47,219.93
5.	*	**Indian Education For All**	54,899.13
6.		**American Indian Achievement Gap**	36,608.00
7.	*	**Data For Achievement**	52,567.02

8. Special Education Funding (FY 2027):

NOTE: Block Grant Eligiblity Status = "Yes" means OPI records indicate you are qualified and will receive the funding listed. Block Grant Eligiblity Status = "No" means you have NOT yet qualified.

		Special Education Block Grant Eligibility Status	Yes
		Special Education Block Grant Rates Per Current ANB	
		Instructional Block Grant Rate [IBG]	168.54
		Related Services Block Grant Rate [RSBG]	56.18
		Threshold to Determine Disproportionate Costs	3.45795135
		Special Education Allowable Cost Payments	
	* a.	Instructional Block Grant Entitlement [IBG rate X Current Year ANB]	350,900.28
	* b.	Related Services Block Grant Entitlement [RSBG rate X Current Year ANB]	N/A
	c.	Reimbursement for Disproportionate Costs - See Page 2.	0.00
	* d.	Total Special Education Allowable Cost Payment (District) [8a + 8b + 8c]	350,900.28
		Prorated Cooperative Cost Payments (Members of Cooperatives Only)	
	* e.	Related Services Block Grant Entitlement (Paid Directly to Coop)	116,966.76
		Required Local Match	
	* f(i).	District's Required Match for IBG [8a X 0.33]	115,797.09
	f(ii).	District's Required Match for RSBG [8b X 0.33]	N/A
	* f(iii).	District's RSBG Match to be Paid by District to Cooperative [8e X 0.33]	38,599.03
	* f(iv).	Total Required Local Match to Avoid Reversions [8f(i) + 8f(ii) + 8f(iii)]	154,396.12

PRELIMINARY BUDGET DATA SHEET
FY 2027

Minimum Special Education Budget to Avoid Reversions

* g.	Minimum Special Education Budget to Avoid Reversions [8a + 8b + 8f(iv)]	505,296.40

County: 25 Lewis & Clark

District: 1240 East Helena K-12

Reimbursement For Disproportionate Costs

	EL	HS	K12
a. FY 2025 Allowable Cost Expenditures Total K-12 Expenditures Prorated by FY 2025 ANB	437,649.44	187,564.04	625,213.48
b. FY 2025 Amount to Avoid Reversion	314,710.61	136,999.75	451,710.36
c. Reimbursement for Disproportionate Costs If (a-b) > 0 and a > (b * 3.45795135) then [a - (b * 3.45795135)] * 0.4	0.00	0.00	0.00

9. FY 2027 Budget Limits:

* a.	Required % of Special Ed Funding in Maximum [20-9-306(9), MCA]	75%
* b.	BASE Budget	15,220,204.77
c.	Maximum Budget Limit	18,995,946.13
d.	Maximum Budget Limit Increase Amount	249,329.99
* e.	Highest Budget Without A Vote (excluding tuition, excess reserves, flexible non-voted levy authority and other Over-BASE revenues)	16,082,849.37
* f.	Highest Budget With A Vote	18,995,946.13
* g.	Highest Voted Amount (9e-9d)	2,913,096.76

10. Prior Year Information for Budgeting:

a.	FY 2026 BASE Budget	14,531,875.88
b.	FY 2026 Maximum Budget	18,131,756.56
c.	FY 2026 Budget Limit ANB	2,077
d.	FY 2026 Adopted General Fund Budget	15,394,520.48
e.	Highest Levy Over-BASE Authorized or Imposed Between FY 2022 FY 2026	862,644.60

11. Debt Service Fund and County Retirement GTB:

		Elementary	High School
County			
a.	Tax Year 2025 County Taxable Value	179,175,135	179,175,135
b.	FY 2026 County ANB	7,220	3,325
c.	County Retirement Mill Value per ANB	24.82	53.89
d.	County General Fund BASE GTBA Area	18,743,434.82	10,744,301.72
e.	County TV per General Fund BASE Area	9.56	16.68
District			
f.	Tax Year 2025 District Taxable Value	27,733,964	27,733,964
g.	FY 2026 District Budget Limit ANB	1,429	648

PRELIMINARY BUDGET DATA SHEET

FY 2027

h.	District Debt Service Mill Value per ANB	19.41	42.80
Statewide			
i.	Statewide Retirement Mill Value per ANB	81.55	188.81
j.	Debt Service Assistance Mill Value per ANB	60.40	139.86
k.	Statewide General Fund BASE Value	44.97	80.37

12. Building Reserve Permissive Sub-Fund School Major Maintenance Aid Subsidy

		Elementary	High School	K-12
a.	District State Major Maintenance Aid (SMMA) Allowable Amount			318,855.00
b.	Calculated Amount of State School Major Maintenance Aid Per Dollar of Local Effort****			2.21

**** State major maintenance aid per dollar of local effort calculated as per 20-9-525, MCA assumes full state funding for this program. Proration may apply due to limitations in state appropriation and/or available state revenue for funding.

RESOLUTION # 245
EAST HELENA SCHOOL DISTRICT
NOTICE OF INTENT TO INCREASE NONVOTED LEVIES
MARCH 9, 2026

As an essential part of its budgeting process, the East Helena Board of Trustees is authorized by law to impose levies to support its budget. The East Helena Board of Trustees estimates the following increases/decreases in revenues and mills for the funds noted below for the next school fiscal year beginning July 1, 2026, using certified taxable valuations from the current school fiscal year as provided to the district:

Fund	***2025-26 Actual Levies***		***2026-2027 Projections***				
	$	*Mills*	*Est. Change Of Revenue*	*Est. Change Of Mills*	*Est.Change in Annual Tax Impact $100K home*	*Est.Change in Annual Tax Impact $300K home*	*Est.Change in Annual Tax Impact $600K home*
Transportation	489,688.30	17.60	$ 100,311.70	3.60	$ 2.74	$ 8.22	$ 18.89
Bus Depreciation	243,162.00	8.74	$ 108,000.00	3.88	$ 2.95	$ 8.85	$ 20.33
Adult Ed	27,830.20	1.00	$ 27,829.80	1.00	$ 0.76	$ 2.28	$ 5.24
Flexibility	0.00	0.00	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
Tuition	73,026.01	2.62	$ 226,973.99	8.16	$ 6.20	$ 18.59	$ 42.74
Building Reserves	107,087.96	3.85	$ (7,850.94)	(0.28)	$ (0.21)	$ (0.64)	$ (1.48)
Total	**940,794.47**	**33.81**	**$ 455,264.55**	**16.36**	**$ 12.44**	**$ 37.30**	**$ 85.72**

This notice must also document the District's expected use of its Building Reserve State Major Maintenance levies and associated funding. This year, the District expects to use those proceeds to partially fund capital improvements, as well as operational costs of school safety and security.

These estimates are based on the current year's taxable value with no increase, as required by State law. If the District's taxable value increases as expected, the mill and taxpayer cost increases will be less than presented here. These estimates are preliminary and changes are expected before the final budgets are set in August.

Dated this 9th day of March, 2026.

Scott Walter, Chairman

Jane Knudsen, District Clerk

EHPS Permissive Levy Historical Trends

HB 307 Resolution 245

Fund	FY'24	FY'25	FY'26	FY'27 proposed
Transportation	$690,450.00	$778,878.00	$489,688.00	$589,999.00
Bus Depreciation	$152,669.00	$167,649.00	$243,162.00	$351,162.00
Adult Ed	$31,601.00	$32,709.00	$27,830.00	$55,660.00
Tuition	$413,556.00	$312,586.00	$73,026.00	$300,000.00
BLDG Reserves	$103,627.00	$112,122.00	$107,087.00	$99,237.00
Total	**$1,391,903.00**	**$1,403,944.00**	**$940,793.00**	**$1,396,058.00**

AGREEMENT
AWARE
205 E Park Ave.
Anaconda, MT 59711
406-563-8117

East Helena School District
226 E Clinton St
East Helena, MT 59635
Ph: 406-227-7700

School Based Home Support Services

This Home Support Services (HSS) Agreement is between AWARE **(MHC)** and _East Helena__**(School District).**

RECITALS

WHEREAS MHC provides an array of mental health services to emotionally disturbed youth and has extensive experience providing school-based services; and

WHEREAS the School District wishes to retain MHC to perform Home Support School Based Services (HSS) to students enrolled in the School District who are authorized to receive HSS services; and

WHEREAS MHC is willing and able to render said services to those students in the School District authorized to receive HSS services, pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

Section 1. Terms

This Agreement shall be effective as of June 1st 2026 and shall continue in effect through June 30, 2027, unless earlier terminated as provided in Section 11 below. HSS contract requirements as outlined in ARM 37.87.1415 are the sole responsibility of the MHC. HSS will operate on a twelve-month basis, including but not limited to months outside the school year, PIR days, school holidays, and evenings and weekends. MHC shall provide services during these times as needed.

Section 2. Mental Health Center Obligations

2.1. MHC agrees to render HSS services as provided herein and in accordance with the Statement of Work attached hereto as Exhibit I and incorporated by reference. For the purposes of this Agreement, Home Support Services or "HSS" shall mean mental health center services as defined in the State of Montana Administrative Rule 37.87.702.

2.2. MHC shall maintain clinical records including service documentation supporting the provision of HSS services.

2.3. MHC agrees to bill third party insurers, students, and/or student families for all HSS mental health

services provided to students as applicable to satisfy third party liability requirements and the requirements of any insurance coverage or other third-party payment sources. For those children ineligible for Medicaid and for children without a disability who are ineligible for a free appropriate public education under either Section 504 of the 1973 Rehabilitation Act or the Individuals with Disabilities Education Act , MHC will invoice the student and or the student's family for services rendered following the MHC fee schedule and/or sliding fee.

2.4. The HSS mental health services to be provided to students by MHC pursuant to this Agreement and the eligibility criteria and referral processes related to such services are separate and distinct from eligibility criteria, referral processes, and special education services provided free of charge pursuant to and as part of the Free Appropriate Public Education requirements of Section 504 of the 1973 Rehabilitation Act or the Individuals with Disabilities Education Act. School District agrees to cooperate with and assist MHC in providing information and documentation as necessary for MHC to demonstrate to third party insurers or other payers that the services provided under this Agreement are not services that a student is entitled to receive free of charge from School District.
In the event that any services provided by MHC under this Agreement are determined to be special education services that a student is entitled to receive free of charge from School District as part of the Free and Appropriate Public Education requirements of Section 504 of the 1973 Rehabilitation Act or the Individuals with Disabilities Education Act, an Individual Education Plan (IEP) will be developed by the School District and MHC will be paid by the School District for such services pursuant to the usual and customary schedule for HSS services.

2.5. MHC agrees to require staff to participate in IEPs or other processes related to mental health services as required by School District or by the child's guardian. MHC further agrees to ensure compliance with all confidentiality requirements under state and federal law the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

2.6. MHC agrees to provide HSS services during non-school business hours, including holidays, PIR, evenings/weekends, and over summer months when school is not in session based on the needs of the students and families enrolled in HSS services.

2.7. MHC will invite a School District Administrator or their designee to interviews of potential HSS staff and shall solicit and consider feedback regarding hiring decisions following interviews attended by a school district administrator or their designee .

Section 3. School District Obligations

3.1. School District agrees to provide MHC with office space. Please see Section 5 ("Space for MHC to Provide Services").

3.2. School District must describe the implementation of a school-wide positive behavior intervention and support program as described in ARM 37.87.1802(6) including: identifying youth who exhibit inappropriate behaviors to the degree that a positive behavior intervention plan is needed and youth at risk of, or suspected to have need of, mental health services; implementing and monitoring the progress of a positive behavior intervention plan for its effectiveness; and referring youth to the HSS program when positive behavior interventions and supports have not resulted in significant positive behavioral change or when a youth may have a clinical condition and may be in need of mental health services.

3.3. MHC completes all documentation within an Electronic Medical Record (EMR) that is internet-based. School District will ensure that adequate and reliable internet access is available to allow MHC to perform the functions of the EMR. To further define this provision please see Section 6 ("Technology").

3.4. School District can determine HSS staff access to school buildings during non-school business hours, including holidays, PIR, evenings/weekends, and over summer months when school is not in session.

3.5. School District will identify the role of the school counselor, school social worker, and school psychologist, as appropriate, in the provision of mental health services and supports to the youth, including coordination with HSS services.

3.6. The School District Administrator or their designee can attend interviews and/or set up follow up meetings with school district personal for potential HSS who will be in their buildings.

Section 4. Referral Process and Training

School District and MHC must specify a referral process that complies in all respects with the terms of this agreement that includes the HSS licensed or in-training mental health professional and a school administrator or designee. The parties must ensure youth have access to services prioritized according to acuity and need.

School District and MHC must describe annual training offered to school personnel, parents, and students concerning the following: HSS program and services; HSS referral process and criteria; signs and symptoms that indicate a need for mental health services for a youth; and confidentiality requirements under the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security, and the Health Information Technology for Economic and Clinical Health Act (HITECH). School District will train MHC staff in School District applicable policies and procedures.

Section 5. Space for MHC to Provide Services

School District agrees to provide a space and supports adequate to allow MHC to provide services to children, which may include items such as furniture and other aesthetics. In providing the space, School District agrees to respect the privacy of MHC by not installing or utilizing any observation equipment such as two-way mirrors or technology to monitor the space. The space should have reasonable acoustic privacy that provides reasonable confidentiality to children from neighboring spaces. MHC staff agree to utilize locking file cabinets or remove Protected Health Information (PHI) from the space and to protect PHI from being observed in the space in order for School District to provide services such as maintenance or housekeeping. MHC agrees to notify School District promptly of any potential or actual concerns regarding the space. MHC agrees not to make permanent modifications to the space (installing equipment, wall anchors, etc.) without consulting with School District.

School District agrees to provide limited access to the space (e.g., doors with limited locks) used exclusively by MHC. MHC understands that communal spaces such as conference rooms and group rooms may not conform to all of the provisions of this section and are hence exempted from such requirements. Both parties agree to resolve any conflicts of this section in a timely and cordial fashion with a focus on providing quality care to children.

School District agrees to provide MHC with office space and access to reliable internet to complete electronic records system. Computers can be provided by the school district or MHC based on school district needs.

Section 6. Technology

School District agrees to not utilize any audio or video recording equipment in spaces directly designated for MHC to provide services (e.g. in offices where therapy is provided). The parties recognize and agree that privacy is a crucial aspect of the care provided by MHC.

School District may provide access to Internet resources to the MHC in the form of wired or wireless connections. MHC requires that Internet traffic is not intercepted or curtailed in a way that would prevent reasonable access to complete the services noted in this Agreement, including utilizing methods such as SSL inspection that would allow School District to decrypt traffic without MHC being alerted. MHC recognizes that School District is subject to provisions of 47 U.S. Code § 254 - Universal Service including the Childhood Internet Protection Act ("CIPA"). While MHC is not subject to CIPA, MHC agrees to maintain a reasonable software solution that is actively and centrally monitored that will provide content filtering, security protection (IPS, Firewall, Anti-virus/malware, etc.) and include protections that would comply with CIPA requirements for offensive material. MHC shall not allow children to utilize MHC-owned equipment without supervision under any circumstance.

School District may provide MHC with access to a School District email account or other resources, in order to allow seamless scheduling and communication with children. School District may require MHC employees to agree to or sign an acceptable use agreement as long as the requirements do not inhibit any of the privacy or technology requirements of this Agreement. School District is responsible for determining appropriate access and disclosure of information within their own policy and procedures to MHC staff.

Section 7. Privacy and Compliance

MHC will provide services to children in this Agreement in accordance with all existing privacy and compliance required by MHC's normal business operations, including 45 CFR Parts 160 and 164 ("HIPAA Rule") and 42 CFR Part 2 ("Confidentiality of Substance Use Disorder Patient Records"). This Agreement does not modify in any way MHC's commitment to privacy or any legal requirements applicable to MCH that are related to privacy issues.

MHC will require a valid authorization (45 CFR § 164.508) to disclose PHI by an authorized party for a child receiving services in order to discuss any aspect of the child's services with School District. The authorized party may opt to restrict the disclosure to certain categories/types of information or deny disclosure entirely.

This Agreement recognizes that this School District is not a healthcare provider.

This Agreement recognizes that School District is required to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) regarding student education records. MHC recognizes that an authorized release may be required for School District to share educational records with MHC. This Agreement does not modify in any way School District's obligation to relevant privacy and compliance requirements. School District and MHC agree to rely upon Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) And the Health Insurance Portability and Accountability Act of 1996 (HIPAA) To Student Health Records, most recent published edition, the December 2019 version of which can be found at https://rems.ed.gov/docs/2019%20HIPAA%20FERPA%20Joint%20Guidance.pdf in identifying and ensuring compliance by School District and MHC with applicable regulations. In the case of a dispute regarding such obligations, the joint guidance shall be conclusive in resolving such dispute.
School District's employees will respect the privacy of clients receiving HSS services and will inform and train their staff on basic privacy rules. MHC will respect the privacy of students of School District and advise on privacy questions and will train their staff on basic FERPA rules. School District and MHC will work to resolve any disputes regarding the sharing of information quickly as to not inhibit the services provided to children.

The Parties agree to neither use nor disclose, and to prevent disclosure to third parties, of confidential or proprietary information it has received from the other. No disclosure of such information shall be made without the

express written consent of that other party. The Parties agree to act in good faith to preserve the confidentiality contemplated hereunder, except as minimum necessary information required for an emergency situation may be disclosed where there is risk to the child or the health and safety of the public.

MHC and School District agree to promptly notify the other party in the case of a potential breach of information and to take immediate steps to mitigate the breach.

Section 8. Manner of Payment

MHC shall submit Medicaid billing for HSS reimbursement. MHC shall be permitted, subject to limitations herein and shall be responsible to bill students, student families, third-party insurers and other liable parties for services provided. As a condition of providing services to a student, MHC may require students, parents, or guardians of students to execute such documents as MHC deems appropriate, including but not limited to: treatment consent, assignments of insurance benefit, payment agreements, releases of information, and any Section 504 or IDEA requirements. MHC agrees that it will not bill School District and that School District will not be obligated to pay MHC any charges not obligated under Section 504 of the 1973 Rehabilitation Act or under the Individuals with Disabilities Education Act or not covered by Medicaid, third-party insurance, student parents or other liable parties or for any errors in billing made by MHC.

Section 9. Medicaid Repayment

In the event that, after MHC's receipt of payment from Medicaid. Medicaid determines for any reason through an audit MHC were not entitled under applicable state and federal laws, regulations, and rules to certain Medicaid payments for HSS services, then MHC shall be obligated to repay to Medicaid all payments.

Section 10. Status as Independent Contractors

This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties to recover third party or Medicaid payments. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.

Ineligible for Employee Benefits. MHC and its employees shall not be eligible for any benefit available to employees of School District, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, TRS, savings plans and the like.

Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to MHC under this Agreement. MHC agrees to pay all state and federal taxes and other levies and charges for staff they employ. MHC agrees to defend, indemnify and hold School District harmless from any and all liability resulting from any failure to do so.

Section 11. Termination

Either party may terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within sixty (60) days of receipt of a notice from the non-defaulting party specifying such default. This Agreement may be terminated by School District or MHC without prior notice if: (i) Montana DPHHS for any reason terminates Medicaid coverage of the HSS program in the State of Montana, (ii), MHC does not meet federal and state HSS licensure and service requirements.

Either party may terminate this Agreement without cause by giving sixty (60) days' written notice to the other party.

Section 12. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, MHC shall immediately terminate the services hereunder, and shall deliver promptly to School District all property relating to the business and work of School District. Such property shall include but not be limited to all student records, office space, phone, computer, printer, internet, and reasonable office supplies.

Section 13. Changes

The parties agree to negotiate in good faith to revise this Agreement in the event of: (i) legislation or court action that affects this Agreement or State Medicaid Coverage, (ii) changes in the funds available that affect this Agreement, or (iii) other changes reasonably requested by School District necessary to make this Agreement consistent with federal and state Medicaid billing requirements. In the event the parties are not able to negotiate an equitable adjustment as a result of changes in the cost of MHC's services or are not able to negotiate a revision due to the other reasons set forth above, this Agreement shall immediately terminate.

Section 14. Standard of Performance

MHC warrants and represents that it possesses the skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this Agreement. MHC agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the applicable standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement. MHC agrees to complete a background check on all employees and to require that MHC employees comply with School District's drug/alcohol, anti-discrimination, and weapons policies.

Section 15. Indemnification

MHC agrees to defend, indemnify and hold School District harmless from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of: (i) the negligence or willful misconduct of MHC, its employees or agents, that occurs during its performance of its obligations under this Agreement, and/or (ii) a breach by MHC of its obligations under this Agreement.

School District agrees to defend, indemnify and hold MHC harmless from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) that may arise, in whole or in part, out of: (i) acts or omissions of School District, its employees or agents, and/or (ii) a breach by School District of its obligations under this Agreement.

Section 16. Insurance

MHC agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated with insurance carriers that are licensed in the state(s) where the services will be performed. [Note: counsel for each School District should judge the adequacy of the required coverage.]

i. COMMERCIAL GENERAL LIABILITY insurance for Bodily Injury and Property Damage for limits not less than $1,000,000 per occurrence / $2,000,000 aggregate operations, promises, independent contractors, products/completed operations, personal injury and advertising injury.

ii. BUSINESS AUTOMOBILE LIABILITY insurance with a combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage for all owned, non-owned and hired vehicles.

iii. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY insurance in the state(s) where the work will be performed whether or not required by law with statutory, limits for workman's' compensation and limits not less than $1,000,000 each accident; $1,000,000 each employee; $1,000,000 each disease including occupational disease.

iv. PROFESSIONAL LIABILITY in the amount of $2,000,000.

A combination of primary and UMBRELLA/EXCESS liability policies will be acceptable in order to meet the required limits. All of the above policies shall be written on an occurrence form. Claims-made forms are not acceptable except for Professional Liability. Upon the request of School District, MHC will submit a standard ACORD Certificate of Insurance signed by an authorized agent or representative of the insurance companies evidencing that the above required policies and limits are in effect. All policies shall provide that the insurance coverage provided will be primary and noncontributory with any other applicable insurance. The policies (except for workers' compensation) shall name School District as an additional insured.

Section 17. Compliance

MHC represents that neither it nor any staff member who will provide services under this contract is presently suspended or debarred or proposed for suspension or debarment by any government agency or regulatory agency. MHC shall immediately notify School District of any future suspension, debarment or other disciplinary action taken against it or any staff member who provides services under this contract by any governmental agency or regulatory agency. As to staff, MHC shall not provide services under this contract by any individual who is subject to pending or final suspension, debarment or other disciplinary action taken by a governmental or regulatory agency having authority over such individual. As to MHC, any final suspension, debarment or other disciplinary action taken against it by any governmental agency or regulatory agency shall constitute grounds for immediate termination of this contract by School District.

MHC agrees to comply with all federal, state, and local statutes, regulations, ordinances, and rules, as well as any and all the School District policies and procedures relating, directly or indirectly, to MHC's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity and procurement integrity. MHC specifically agrees all hiring that it may undertake in performance of this Agreement will be made on the basis of merit and qualifications and that it will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

Section 18. Miscellaneous

18.1 Survival. Both parties' obligations pursuant to section 11 hereof shall survive the expiration or early termination of this Agreement.

18.2 Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

18.3 Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written *agreement* executed by all of the parties hereto.

18.4 Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Montana. The parties agree that the venue for legal actions related to this Agreement shall be either in in the first judicial district state court or the United States District Court for the District of Montana, as applicable to the issues in dispute according to jurisdiction specified under state and federal law. If jurisdiction is proper for both state and federal court, jurisdiction and venue shall be in the first judicial district state court.

18.5 Assignment; Subcontracting. 0Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by MHC without the prior written approval of School District. Approval may be withheld in the sole and absolute discretion of School District.

18.6 Notices. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. All notices will include a designated receiver, also inclusive in the address. Any notice sent by certified mail will be deemed to have been given five days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

18.7 Records; Inspection. MHC shall maintain books, records, and documents in accordance with federal and state medical documentation requirements, accounting procedures and practices that sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. MHC shall retain all medical service progress notes, student case files/medical records, financial and other records pertaining to its work under this Agreement for seven (7) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.

18.8 Partial invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

18.9 HIPAA/HITECH Requirements: MHC recognizes that the School District is not a healthcare organization. MHC has an obligation as a covered entity to comply with HIPAA and HITECH federal regulations. MHC will require a release of information to be authorized for each client receiving CSCT services to disclose information to School District. Such a release will allow MHC to comply with records inspection and coordination of services outlined in the Agreement. MHC reserves the right to withhold information defined as PHI in 45 CFR 160.103 if a request compromises MHC's ability to remain compliant with HIPAA and HITECH federal regulations.

18.10 Client Privacy: School District agrees to protect the privacy of clients by limiting the discussion and disclosure of client information related to services provided by MHC to the minimum number of personnel necessary. School District agrees to notify MHC in a timely fashion of any potential or known unauthorized

disclosures of PHI or other confidential information. If School District requires collection and retention of records containing PHI outside of MHC a business associate agreement may become necessary.

18.11 Staffing: Due to workforce shortages, MHC will make reasonable efforts to keep HSS teams fully staffed. School District recognize that at times MHC will have vacant positions. MHC and School District will work together to ensure the youth needs are covered, as appropriate and within reasonable ability of MHC.

18.12 Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written.

IN WITNESS THEREOF, MHC has caused its name to be hereunto subscribed by its Representative and the said School District has caused its name to be hereunto subscribed by the Chairman of its Board and its Superintendent on the dates recorded below.

_____

By: CEO Date

_____

By: Superintendent Date

_____

By: School Board – Chairman Date

EXHIBIT 1
STATEMENT OF WORK

MHC will provide, in partnership with School District, the following services and documented processes:

1. Meet all program requirements as required by the State and Federal standards for HSS.

2. Ensure all eligible children within the HSS sites, as appropriate, who meet the described criteria for service, are considered for admission to the program.

3. Provide as directed in ARM 37.87.1415, a specific enrollment process that includes the HSS licensed or in-training mental health professional and a school administrator or designee. Such enrollment process will ensure that a youth have access to services prioritized according to acuity and need. In addition, current case load considerations will be made in terms of a wait list and near-term discharges.

4. Ensure that all staff ratios and caseload requirements meet current State and Federal standards; In the case of unforeseen circumstance, MHC may temporarily stop providing HSS services when in absence of qualified staff to meet program requirements. When possible, MHC will provide unbundled services until qualified staff is retained.

5. Develop and implement a HSS plan of treatment in cooperation with School District for each child enrolled in HSS school based services. In accordance with ARM 37.87.1415, the role of the school counselor and the school psychologist, as appropriate will be identified in the provisions of mental health services and supports to youth including coordination with the HSS school based program.

6. Provide treatment, crisis management, and discharge planning services to enrolled children.

7. Provide 90-Day updates to the child's plan of treatment to the School District and pertinent agencies.

8. Provide for family involvement in treatment and discharge planning and in the course of treatment.

9. Provide continuing contact and information exchange with persons and agencies significantly involved in each child's treatment in accordance with HIPAA.

10. Ensure that all available financial resources for support of services including third party insurance and parent payment is utilized.

11. Bill all third parties for services provided to non-Medicaid eligible children including family members.

12. Ensure that service delivered is adequately documented to support the reimbursement received.

13. MHC offers year-round mental health services when clinically appropriate for the youth. The School District will ensure continued office space, and internet access.

_____ _____
CEO Date

_____ _____
Superintendent Date

Date:	06/29/2026
Order Number:	Q-767138
Revision:	1
Order Form Expiration Date:	08/25/2026

ORDER FORM

Customer and Billing Address

Customer No.:	140039
Customer Name:	East Helena School District 9
Billing Address:	PO Box 1280 East Helena, MT 59635-1280

Products and Services

East Valley Middle School - 8 Students, 5 classes each

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
Ed Options Academy / ALVS Pre Pay	1	08/01/2026	07/31/2027	12	$22,000.00

East Valley Middle School - 8 Students, 5 classes each Subtotal: $22,000.00

East Helena High School, 7 students, full schedule

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
Ed Options Academy / ALVS Pre Pay	1	08/01/2026	07/31/2027	12	$21,000.00

East Helena High School, 7 students, full schedule Subtotal: $21,000.00

East Helena High School, 7 students, half schedule

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
Ed Options Academy / ALVS Pre Pay	1	08/01/2026	07/31/2027	12	$15,400.00

East Helena High School, 7 students, half schedule Subtotal: $15,400.00

Estimated Tax: $0.00

Total US Funds: $58,400.00

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the initial License Start Date, if any, applicable to the products listed in the order summary above ("Order Summary") and shall remain in effect through the end of the Term.

You agree that applicable fees and rates identified on Appendix A will apply each time you enroll a student in one of the courses or use or access one of the products or services identified on Appendix A.

To the extent this Order includes Purchases of Enrollment Products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the Order Summary, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

Taxes

Prices shown above may reflect an estimated amount of applicable state and local taxes. Any such taxes are the responsibility of the Customer. Final determination of taxability and the amount of tax due will be made at the time of invoicing, and taxes charged on the invoice will control, regardless of any estimated tax amount reflected in the prices shown above. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section. We reserve the right to pursue collections to the fullest extent permitted by law for sales taxes that have been charged on invoices submitted prior to our receipt of a valid tax exemption certificate.

Invoicing and Payment Terms

The full amount of your Order will be invoiced on the Effective Date or in accordance with the payment schedule shown below, if any.

You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

For any Enrollment Products Purchases you make during the Term that are in excess of your Prepayment Balance, we will invoice you in the month following your Purchase.

Payment Due Date	Amount
08/28/2026	$58,400.00

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates.

This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at http://www.edmentum.com/standardterms and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect. If this Agreement includes Professional Services, they are more fully described herein, in the Standard Terms and/or on an attached Statement of Work.

Purchase Order

This Agreement is non-cancellable. You will submit a purchase order to us for the full amount of this Order Form or, if applicable, for the amount listed on the first payment due date in Invoicing and Payment Terms, followed by additional purchase orders according to the Invoicing and Payment Terms. Your Order will not be scheduled for delivery until a conforming purchase order referencing this Order Form is submitted.

To the extent applicable, you will submit additional purchase orders ("Subsequent Purchase Orders") within ten (10) days of our notice

to you that your Enrollment Products Purchases, in the aggregate, have exceeded the amount identified in the Initial Purchase Order for such products. If we waive a Subsequent Purchase Order requirement, you agree to pay the amounts identified on our invoice.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

Email Address:

Customer Signature

Name (Printed or Typed)

Title

Date

Appendix A: EdOptions Academy/ALVS Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy Enrollments Up to 10 Weeks	$200.00
EdOptions Academy Enrollments > 10 Weeks: Core Courses	$275.00
EdOptions Academy Enrollments > 10 Weeks: CTE and Elective Courses	$275.00

edmentum

Date:	06/29/2026
Order Number:	Q-767138
Revision:	1
Order Form Expiration Date:	08/25/2026

ORDER FORM

EdOptions Academy Enrollments > 10 Weeks: Health and Fitness Courses	$275.00
EdOptions Academy Enrollments > 10 Weeks: Test Prep Courses	$275.00
EdOptions Academy Enrollments > 10 Weeks: Advanced Courses	$275.00
EdOptions Academy Enrollments > 10 Weeks: World Language Courses	$275.00
EdOptions Academy Enrollments > 10 Weeks: Advanced World Language Courses	$275.00
EdOptions Academy Enrollments > 10 Weeks: Success Coach Advisory Courses	$325.00
ALVS Enrollments up to 10 Weeks	$175.00
ALVS Enrollments > 10 Weeks	$300.00
EdOptions Academy Active Monthly per Student	$350.00
EdOptions Academy Active Semester per Student	$1,500.00
EdOptions Academy Active Yearly per Student	$2,500.00
EdOptions Academy Elementary Pathways Semester per Student	$2,100.00
EdOptions Academy Elementary Pathways Yearly per Student	$3,000.00
EdOptions Academy Active Enrollment up to 30 days	$80.00

Terms and Conditions for Academy/ALVS Products

Applicable to the Purchase of Enrollment Products:

Charges for Enrollment Product Purchases during the Term will be incurred at the prices listed in Appendix A. Charges will be incurred on either a per enrollment or per student basis; you are responsible for ensuring appropriate enrollment selections. For clarity, multiple enrollments that overlap in scope or time will result in separate charges. Charges for Enrollment Product Purchases made after the end of the Term will be incurred at then-current pricing.

During the Term, the Prepayment Balance may be applied to the Purchase, pursuant to this Order, of any Enrollment Product.

After your Prepayment Balance has been fully applied to Enrollment Product Purchases, charges for additional Enrollment Product Purchases during the Initial Term shall continue to be incurred at the prices listed in Appendix A. Charges for Purchases in excess of your Prepayment Balance will be invoiced to you in the month following your Purchase.

If the Prepayment Balance is not fully applied to Enrollment Product Purchases as of the end of the Initial Term, this Order is subject to an Extended Term.

We may at our sole discretion, with respect to Enrollment Product Purchases, grant a courtesy extension period of an Initial Term or an Extended Term, as applicable, subject to the following conditions: (a) your Prepayment balance has been fully applied to Enrollment Product Purchases; and (b) you have not placed a Subsequent Enrollment Product Order that has an effective date prior to or 60 days subsequent to the end of, as applicable, the original Initial Term or the original Extended Term; and (c) any extension period, not to exceed 60 days, shall be measured from the last date of, as applicable, the original Initial Term or the original Extended Term.

Notwithstanding anything herein to the contrary, Prepayment Balances shall expire 12 months from the end of the Initial Term.

At our sole discretion, we reserve the right to delay invoicing for Enrollment Product Purchases you make in excess of your Prepayment Balance if your Order Summary includes multiple Enrollment Product Program Periods. Delayed invoicing may result in the reallocation of Prepayment Balance funds available during certain Enrollment Product Program Periods; reallocation may result in reducing Prepayment Balance funds available during Enrollment Product Program Periods subsequent to the Enrollment Product Program Period during which invoicing was delayed.

During the Term, Customer may request, and Edmentum may in our sole discretion permit, the application of a portion of Customer's Prepayment Balance to Enrollment Product Purchases made pursuant to a Subsequent Enrollment Product Order. If at the time of an Enrollment Product Purchase during the Term, you have multiple active orders for Enrollment Products, we may, in our sole discretion, attribute your Enrollment Product Purchase to any such active order having an available prepayment balance.

Disputes of charges for Enrollment Product Purchases must be submitted within 90 days of the invoice date.

Definitions:
"Enrollment Product(s)" means those products made available for purchase listed in Appendix A and additional products offered by Edmentum; inquiries regarding such additional products not listed in Appendix A may be submitted to your Edmentum representative.

"Enrollment Product Program Period" means, applicable to any Enrollment Product prepayment item listed in the Order Summary, per each Enrollment Product prepayment item, the period(s) indicated in the Order Summary between each respective Start Date and End Date.

"Extended Term" means the period commencing after the end of the Initial Term continuing through the earlier of (a) the 12th month following the end of the Initial Term or (b) the date the Prepayment Balance is fully applied to Enrollment Product Purchases.

"Initial Term" means the 12-month period following the Effective Date. If the Order Summary includes multiple Enrollment Product Program Periods, Initial Term includes the latest Enrollment Product Program Period listed in the Order Summary.

"License Start Date" means, if not specified in the License Start Date table above or otherwise herein, with respect to each Enrollment Product, the first date any of your students enroll in that Enrollment Product during the Term.

"License End Date" if not specified in the table above, means 12 months from the License Start Date.

"Prepayment Balance" means payments received for Enrollment Product Purchases pursuant to this Order that have not yet been applied to Enrollment Products Purchases.

"Purchase" means the enrollment of a student, or the use of or access to one of the products or services identified in Appendix A.

"Subsequent Enrollment Product Order" means a separate order for Enrollment Products having an effective date that is later than the end of the Term of this Order.

"Term" means the combined period including the Initial Term and any applicable Extended Term.

For Enrollment Products purchased pursuant to this Order Form, we provide a no charge period per product ("Grace Period") as follows:
Monthly Enrollment Product: 3 days
Semester or Partial Semester Enrollment Product: 14 days
Yearly Enrollment Product: 30 days

Active Yearly per Student if purchased, notwithstanding the License Start Date and License End Date definitions above, allows the student access for a 12-month period following initial enrollment date.

Roles and Responsibilities:

Our Responsibilities
We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.

- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system and/or student information system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's copy of unofficial transcript.

Customer Responsibilities
You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollments using Edmentum's secure student information system. Determine what course(s) students will take and assist administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Promptly notify us in the event that you become aware of a change in a policy, law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

2026 MTSBA Membership Electronic Vote

Introduction

Dear MTSBA Member:

Following the 2026 Annual Meeting of the MTSBA Membership on June 10, 2026, we are conducting the necessary business of the Association at this time via electronic means pursuant to the MTSBA Bylaws.

Please cast the vote on behalf of your Board of Trustees on the following items that come as seconded motions from the MTSBA Board of Directors:

1. Confirmation of MTSBA current Principles and Guidelines;
2. Confirmation of the foundational elements of MTSBA's DNA;
3. FY28 Dues Revenue Estimate: NOTE: You are not voting on your District's FY28 Dues; rather, this is the FY28 Dues Revenue Estimate that is calculated pursuant to the MTSBA Bylaws;
4. Proposed MTSBA Bylaw Amendments;
5. MTSBA's Gap Analysis Resolution for 2027 Interim and 2027 Legislative Session;
6. Nomination of MTSBA Representative on the Montana High School Association (MHSA) Board of Directors: Nominees Iris KillEagle, Dodson Public Schools Trustee and Tom Billteen, Butte Public Schools Trustee, both jointly nominated by the MTSBA Board of Directors. Your District will vote for one (1) of the nominees;
7. Nomination of Jennifer Hoffman (MTSBA Director from Billings Public Schools) as MTSBA President-Elect; and
8. Nomination of Stephanie Esch (MTSBA Region 6 Director from Stevensville Public Schools) as MTSBA Vice-President.

As always, thank you for your time.

Lance L. Melton
MTSBA Executive Director

* 1. Please provide the NAME of your School District. Note: Do not provide provide a School District No.

NAME of your District

* 2. Please provide the NAME of the individual who is submitting this electronic vote on behalf of the Board of Trustees.

NAME

* 3. Please indicate whether your School District supports or opposes the MTSBA Principles & Guidelines as presented.

- ◯ Our School District **approves** the MTSBA Principles & Guidelines as presented.
- ◯ Our School District **opposes** the MTSBA Principles & Guidelines as presented.
- ◯ Our School District **abstains** from voting on this issue.

* 4. Please indicate whether your School District supports or opposes the Foundational Elements of MTSBA's Organizational DNA as presented.

- ◯ Our School District **approves** the Foundational Elements of MTSBA's Organizational DNA as presented.
- ◯ Our School District **opposes** the Foundational Elements of MTSBA's Organizational DNA as presented
- ◯ Our School District **abstains** from voting on this issue.

* 5. Please indicate whether your School District supports or opposes the FY28 Dues Revenue Estimate. *NOTE: You are not voting on your District's FY28 Dues; rather, this is the FY28 Dues Revenue Estimate that is calculated pursuant to the member-adopted MTSBA Bylaws.*

- ◯ Our School District **approves** the FY28 Dues Revenue Estimate
- ◯ Our School District **opposes** the FY28 Dues Revenue Estimate
- ◯ Our School District **abstains** from voting on this issue.

* 6. Please indicate whether your School District supports or opposes the Proposed MTSBA Bylaw Amendments.

- ◯ Our School District **approves** the MTSBA Bylaw Amendments as presented.
- ◯ Our School District **opposes** the MTSBA Bylaw Amendments as presented.
- ◯ Our School District **abstains** from voting on this issue.

* 7. Please indicate whether your School District supports or opposes the MTSBA Gap Analysis Resolution for 2027 Interim and 2027 Legislative Session. This Resolution was approved by the Delegate Assembly in October of 2025.

- ◯ Our School District **approves** the MTSBA Gap Analysis for 2027 Interim and 2027 Legislative Session as presented.
- ◯ Our School District **opposes** the MTSBA Gap Analysis for 2027 Interim and 2027 Legislative Session as presented.
- ◯ Our School District **abstains** from voting on this issue.

* 8. Please indicate whether your School District supports: (1) the nomination of Iris KillEagle (MTSBA Director from Dodson Public Schools); or (2) Tom Billteen (MTSBA Director from Butte Public Schools) as the MTSBA Representative on the Montana High School Association (MHSA) Board of Directors. Iris and Tom are both jointly and unanimously nominated by the MTSBA Board of Directors.

- ◯ Our School District **approves** Iris KillEagle as the MTSBA Representative on the MHSA Board of Directors.
- ◯ Our School District **approves** Tom Billteen as the MTSBA Representative on the MHSA Board of Directors.
- ◯ Our School District **abstains** from voting on this issue.

* 9. Please indicate whether your School District supports or opposes the nomination of Jennifer Hoffman (MTSBA Director from Billings Public Schools) as MTSBA President-Elect (and unanimously nominated by the MTSBA Board of Directors).

- ◯ Our School District **approves** Jennifer Hoffman as MTSBA President-Elect.
- ◯ Our School District **opposes** Jennifer Hoffman as MTSBA President-Elect.
- ◯ Our School District **abstains** from voting on this issue.

* 10. Please indicate whether your School District supports or opposes the nomination of Stephanie Esch (MTSBA Director from Stevensville Public Schools) as MTSBA Vice-President (and unanimously nominated by the MTSBA Board of Directors).

- ◯ Our School District **approves** Stephanie Esch as MTSBA Vice-President.
- ◯ Our School District **opposes** Stephanie Esch as MTSBA Vice-President.
- ◯ Our School District **abstains** from voting on this issue.

* 11. Signature of Board Chair. By inserting the name of your Board Chair here, this confirms and has the legal impact of your Board Chair's legal signature.

Name _____

THANK YOU MCEL EDUCATION PARTNERS

MCEL
Montana Conference of Education Leadership

Join us in Billings - October 14, 15 and 16, 2026!

THANK YOU MCEL UNDERWRITERS

MCEL 2026 Registration opens July 1, 2026!

The host hotel will be the DoubleTree by Hilton Hotel - Billings.

Click here to register for in-person attendance

Early Registration (July 1 – August 30)
Member - $275
Intern - $175

Regular Registration (August 31 – September 14)
Member - $300
Intern - $200

Late Registration (September 15 through conference)
Member - $325
Intern - $225

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Please note *Cancellation Policy:*

If you cancel, either in writing or via email with receipt of such email confirmed in a reply from Wendy Brenden of MTSBA, on or before ***September 15th****, your registration will be partially refunded, less a $50 administrative fee. A cancellation received after this deadline is not eligible for a refund, regardless of the underlying reason, and no-shows will not be refunded.*