

AGENDA
Board of Trustees
Columbia Falls School District Six
Regular Board Meeting
Monday, July 14, 2025
6:00 p.m.
School District Six Board Room

- 1. Call to Order**
- 2. Pledge to the Flag**
- 3. Approval of Agenda**
- 4. Consent Agenda.**
 - a. Approval of Board Meeting Minutes- Pgs. 1-6
 - b. Approval of June Bills
 - c. Approval of Investment Reports
 - d. Activity Account Transfer
 - e. Out of District Approval – SY 25-26
 - 26-158 26-159 26-178
- 5. Public Participation**
- 6. Reports**
 - a. Written
 - Board Standing Committees –See website for reports
 - b. Verbal
 - MTSBA Update – Barb Riley
 - Clerk / Business Manager – Dustin Zuffelato – Pgs. 7-9
 - Superintendent – Cory Dziowgo
 - Board Chair – Jill Rocksund
- 7. Action/Discussion Items:**
 - a. Wildcat Garden update – Whitney Pratt. – Pgs. 10-14
 - b. Discuss the addition of a Student Advisory Council standing committee. – Pgs. 15-16
 - c. Consideration of the Simbli Policy Services contract with MTSBA. – Pgs. 17-18
 - d. Consideration of SD #6 Strategic Plan for 2025-2026 School year. – Pgs. 19-20
 - e. Consideration of the bus route changes effective SY 2025-2026:
 - Rt. #14 – Pg. 21
 - Rt. #18 – Pg. 22
 - f. Ratification of the CFCEA Collective Bargaining Agreement for FY26. – Pgs. 23-25
 - g. Consideration of the FY26 Policy Statement. – Pgs. 26-38
 - h. Consideration of the Canyon Elementary Facility Use Agreements for SY 26:
 - All Saints Episcopal Church – Pgs. 39-41
 - State of Montana – Probation and Parole – Pgs. 42-43
 - i. Consideration of the College and Career Pathway contract PIF 24-02. – Pgs. 44-56
 - j. Consideration of the service agreement renewal with Interquest Detection Canines for SY 25-26. – Pgs. 57-58
 - k. Consideration of the Independent Contractor Agreement with Brandi Bohn for Speech/Language Pathology services (August 2025-July 2026). – Pgs. 59-60
 - l. Consideration of the MHSA membership for SY 25-26. – Pgs. 61-63

8. Personnel

a. The superintendent has accepted the following resignations:

David Hon	Special Education Teacher – Ruder – 6/13/25
Elisha Jacobs	Kindergarten Paraeducator – GG – 6/13/25
Tessa Peters	Special Education Paraeducator – JH – 6/13/25
Peregrine Frissell	Social Studies Teacher – JH – JH – 6/13/25
Peregrine Frissell	Boys’ Basketball Coach – JH – 6/13/25
Peregrine Frissell	Girls’ Basketball Coach – JH – 6/13/25
Peregrine Frissell	Traffic Education Instructor – HS – 8/15/25
Monolo Victor	HS Prom – Graduation – effective immediately

b. Consideration of the following hiring recommendations:

McKenna Rensel	Elementary Music Teacher – Ruder Elementary
David Hon	Special Education Paraeducator – Ruder Elementary
Shelby Stephens	Special Education Paraeducator – Ruder
Angela Tamburelli	School Nurse – Glacier Gateway
Jarrold Joy	Bus Monitor
Natalie Corcoran	Cook/Baker
Chris Harvey	FT Bus Driver/Bus Washer
Rich Pedersen	FT Bus Driver/Bus Washer
Kendra Courtney	Head Cheer Coach – High School
Abigail Holderbaum	Long Term Sub – Art Teacher – High School
Heidi Nelson	Freshman Basketball Coach – High School
Simeon Marton	Assistant Football Coach – High School

c. Consideration of the following temporary summer hiring recommendations:

Tabitha Roth	Summer Food Services
Courtney Pham	Summer Food Services
Dan Hall	Summer Bus Detailer
Austin Barth	Summer Weight Room Supervisor
Bryan McGrath	Summer Weight Room Supervisor
Madison Wheeler	Summer Weight Room Supervisor

9. Miscellaneous and Future Planning:

a. Schedule Policy Committee Meeting

10. Adjournment

**The next Regular Board Meeting will be held at 6:00 p.m.,
Monday, August 11, 2025, in the School District Six Board Room**

SPECIAL MEETING
BOARD OF TRUSTEES
SCHOOL DISTRICT #6
JUNE 9, 2025

Unofficial

The Regular Meeting of the Board of Trustees of School District Six was held at 6:00 P.M., Monday, June 9, 2025, in the Boardroom of the administration offices at 501 Sixth Avenue West, Columbia Falls, Montana.

PRESENT:

- Jill Rocksund..... Board Chair Arrived 6:27 P.M.
- Barbara Riley Vice Chair
- Megan Upton..... Trustee
- Justin Cheff..... Trustee
- Keri Hill Trustee
- Heather Mumby Trustee Via Google Meets
- Wayne Jacobsmeyer Trustee
- Casey Huepel Trustee
- Cory Dziowgo Superintendent of Schools
- Dustin Zuffelato Business Manager/ Clerk

Vice Chair Riley called the meeting to order at 6:02 P.M.

CALL TO ORDER

Motion by Heupel, second by Cheff, to approve the agenda as presented.
There were no comments, questions or discussions.
Passed 7-0.

APPROVE AGENDA

Motion by Upton, second by Pacheco, to approve the consent agenda as follows:
Approve May Board Meeting Minutes
Approve May bills.
Approve the investment report.
Activity Account Transfer
Out-of-District student attendance Approval 2025/26 school year.
There were no comments, questions, or discussions.
Passed 7-0.

APPROVE CONSENT
AGENDA

Public Participation:
Approximately sixteen (16) people participated in the meeting remotely via Google Meets.
Approximately twenty (20) people attended the meeting in person.

PUBLIC
PARTICIPATION:

Leslie Dimaio, Junior High Teacher and President of CFEA, came in front of the Board as a teacher and president of the union stating that teachers deserve salaries that are not so far behind the other schools in the valley.

Jane Dews, Glacier Gateway Teacher, addressed the Board describing how hard teachers work for the District and asked the Board to support the union and its teachers. Autumn Mansfield, Ruder Teacher, asked for consideration of using the STARS Act money to support teacher salaries. Ms. Mansfield described the difficulty to buy a house in the Flathead Valley.

Unofficial

Ben Caudill, Junior High Teacher, shared that one year ago he had a total of 265 band students. Mr. Caudill wanted the Board to know that when a teacher is struggling financially, it is difficult to be an effective teacher. Mr. Caudill also shared what he would be making more if he taught in the Kalispell district.

Josiah Osborne, High School Teacher, acknowledged that he knows that the STARS Act was intended for starting teachers, but he would also like to see all teachers receive increased compensation.

Nia Vestal, High School Teacher, thanked the Board for the support this year, especially with the roof construction issues. Ms. Vestal urged the Board to contribute to the overall health of the teachers. She feels that the hiring pool is shallower compared to other districts.

Jessica Schwaderer, Junior High Teacher, shared from home via Google Meets. Ms. Schwaderer feels that the District is at a disadvantage with recruiting and retaining teachers compared to other districts.

Sarah Briggs, Glacier Gateway Teacher, agreed with everyone else who has shared their beliefs and stories. Ms. Briggs sees that there is a significant wage gap from other districts. She asked the Board to use the STARS Act to increase wages for the teachers.

Vice Chair Riley shared that the District is meeting with the Certified Negotiations Team in August. Until that time the District Negotiations Committee will work on how to improve the District's ability to work with the constraints given to employees who work and live in Columbia Falls. The District's has always valued the employees, and is focused on the goal to give everyone the best possible wages within the budget constraints.

Trustee Mumby, Negotiations Team Member, agreed with what all have said and the hope is that the District and the Union can come together to make the budget sustainable while retaining qualified educators.

Aericka Butler, Junior High Teacher, wanted to thank the Board for approving the ASHA Stipend and the opportunity of attending the ASHA Convention in Seattle. This was the first year the stipend was awarded to speech language pathologists. Ms. Butler also shared how childcare increases has provided financial stress to teachers.

REPORTS:

Written Reports:

The Elementary School Principals provided the Board with written reports.

High School Principal, Josh Gibbs, provided the Board with a written report.

Curriculum Director, Mark McCord, provided the Board with a written report.

Special Education Director, Michelle Swank, provided the Board with a written report.

Board Standing Committees' reports are located on the District's Website.

Verbal Reports:

Vice Chair Barbara Riley provided the Board with the recent proceedings of the Consortium of State School Board Associations (COSSBA) and the Montana School Board Association (MTSBA). Mrs. Riley shared that she was recently able to attend the annual meeting in Helena and participated in the "Edunomics" finance workshop presented by Dr. Marguerite Roza from Georgetown University. Also attending was a state legislative committee team who will be looking the school funding formula from the State. The focus of the workshop was on what is missing, what's the gaps, and how school funding will work going into the future. Mrs. Riley continues that all of Dr. Roza presentation was data driven analysis that asks what is the end product each school is looking for. When making an investment, every dollar has an expected outcome and every dollar should be connected to student growth. Montana funding structure is very rigid and hinders a district on how to grow when the state is only giving a 3% increase. There was no quorum for the annual meetings and no change for State Board Members. Mrs. Riley also shared that the Montana School Insurance Alliance has sent out RFPs to help build the new trust. In August or September, the group will start building plans for the districts around Montana. Additional presentations will be at the MASBO conference in Great Falls.

District Business Manager/Clerk provided the Board with a written report. Mr. Zuffelato updated on the High School restoration project and the last items will be finished during the summer months. The few items will include the flooring, elevator, and the replacement of hall lockers. The project is still within the voted levy budget and the contract parameters with Swank Enterprises. The insurance renewals for Property Liability and Workers Compensation are in with an increase. The MOD Factor, based on the number of workers comp claim experience throughout the year, went from 1.19 to 1.23. There is a six million dollar (\$6 million) new claim for the High School roof and the insurance premium increased by sixty thousand dollars (\$60,000) for the next year. The national trend for insurance premiums seems to be decreasing, however, the District's adding more square footage as well as claim experience has contributed to the increase.

Superintendent Cory Dziowgo reflected on the Graduation ceremony conducted the previous Saturday with 143 students, 23 graduated with honors. The District finished the last of the (initial phase of) community meetings for the Facilities Enhancement Project. The focus was on 21st Century Learning. Jackola Engineering will be starting the work on planning the remodel of the High School using feedback from staff and community. All are hoping by August there will be a better understanding of the project scope.

Board Chair Jill Rocksund had nothing to add at this time.

REGULAR MEETING

JUNE 9, 2025

PAGE 4

Unofficial

ACTION/
DISCUSSION ITEMS

Action/Discussed Items:

Mr. Zuffelato shared a presentation on the direct financial impact to SD6 of various Bills that passed in the 2025 State Legislative session. All information from the session and how each bill affects the District is on the website.

Mark McCord, Curriculum Director, shared the recommendation of adopting a new 6th-8th grade science curriculum. Amplify Science has been the current program for a number of years and the licensing has expired. Teachers felt that Amplify was not as engaging as they would have liked and that it was time to look into a different curriculum. A pilot team was formed and one teacher from each grade level taught a unit from the two top chosen programs Elevate Science and Open Science Ed. After meeting again in May, the choice to continue with Open Science Ed was made. A few positives for Open Science Ed are that it received the highest rating for effectiveness by EdReports, it is highly recommended by Montana OPI, was built to specifically address the New Generation Science Standards, the focus is on scientific thinking through student-led investigations and is an "open source" that is available to everyone free of charge. There will be an initial startup cost, but once the District has the materials the cost will decrease.

MOTION TO APPROVE
OPEN SCIENCE ED
6TH-8TH GRADE
SCIENCE
CURRICULUM

Motion by Pacheco, second by Upton, to approve Open Science Ed 6th-8th science curriculum adoption.

Public comment was requested and there was none.

Passed 7-0

MOTION TO APPROVE
THE FY2025 AUDIT
PROPOSAL WITH
NEXUS CPA GROUP

Motion by Riley, second by Heupel, to approve the FY2025 audit proposal with Nexus CPA Group.

Mr. Zuffelato shared that this is a one-year contract as advised by the Board of Trustees based on the uncertainty in the audit service marketplace.

Public comment was requested and there was none.

Passed 8-0.

MOTION TO APPROVE
RESOLUTION #442

Motion by Heupel, second by Upton, to approve Resolution #442 – Request for the Flathead County to conduct the 2026 annual school election.

Public comment was requested and there was none.

Passed 8-0.

MOTION TO APPROVE
THE RENEWAL OF
AGREEMENT FOR
E-RATE CONSULTING
SERVICES

Motion by Cheff, second by Riley, to approve the renewal of agreement for E-rate Consulting Services – BTU Consultants for 2025-2026.

Public comment was requested and there was none.

Passed 8-0.

MOTION TO APPROVE
DISTRICT FUND
TRANSFER FROM BUS
DEPRECIATION TO
THE MULTI-DISTRICT
AGREEMENT

Motion by Riley, second by Cheff, to approve District Fund Transfer from Bus Depreciation to the Multi District Agreement.

Public comment was requested and there was none.

Passed 8-0.

REGULAR MEETING

JUNE 9, 2025

PAGE 5

Unofficial

Motion by Upton, second by Cheff, to approve the 2025-2026 Board Standing Committee assignments.

Public comment was requested and there was none.

Passed 8-0.

MOTION TO APPROVE BOARD STANDING COMMITTEE ASSIGNMENTS

Personnel:

PERSONNEL:

The Board acknowledged the following resignations previously accepted by the Superintendent: Rhonda Thornberry – Junior High Life Skills Paraeducator; Derek Andrews – Junior High Boys’ Basketball Coach; Ellie Green – Junior High Girls’ and Boys’ Basketball Coach; Catherine Ellman – Bus Route Driver; Raylee LaRocque – Hot Lunch Floater; Karen Taylor – Hot Lunch Lead; Patrick Morgan – Custodian; Desiree Riley – Student Support Specialist; Shelby Stephens – High School Special Education Paraeducator; Wendy Bruce – High School Special Education Paraeducator; Ashleigh Zinkgraf – High School Science Teacher; Shelby Forke – High School Art Club Advisor.

Motion by Riley, second by Cheff, to approve the termination of Kyndra Hines – Hot Lunch Floater.

Passed 8-0.

MOTION TO APPROVE TERMINATION

Motion by Cheff, second by Upton, to approve the following Elementary District hiring recommendations: John Cox – Junior High Science Teacher; Alon Golan – Glacier Gateway .5 FTE PE/HE Teacher; Heidi Freeman – Junior High Volleyball Coach; Anthony Correa – Junior High Football Coach.

Public comment was requested and there was none.

Passed 7-0.

MOTION TO APPROVE ELEMENTARY HIRING RECOMMENDATIONS

Motion by Pacheco, second by Cheff, to approve the following High School/District Wide hiring recommendations: Y. Alejandro Hurtado Regalado – Custodian; Yonder Amara Zapata – Custodian; Kyle Currier – Mechanic; Brandon Christensen – Mechanic; Wendi Wanner – Occupational Therapist; Kate Daniels – High School Art Club Advisor.

Public comment was requested and there was none.

Passed 8-0.

MOTION TO APPROVE HS AND DISTRICT-WIDE HIRING RECOMMENDATIONS

Motion by Cheff, second by Heupel, to approve the following High School/District Wide temporary summer hiring recommendations: Cindy Powell – Summer Food Service; Kayla Thompson – Summer Food Service; Karanya Henderson – Summer IT Support; Abigail Fort – Summer IT Support; Deidra Enos – Summer IT Support; Heidi Wolf – Summer IT Support.

Public comment was requested and there was none.

Passed 8-0.

MOTION TO APPROVE HS AND DISTRICT-WIDE SUMMER HIRING RECOMMENDATIONS

Motion by Upton, second by Pacheco, to approve the following Elementary District temporary summer hiring recommendations: Alyssa Morales – Summer School Paraeducator

MOTION TO APPROVE ELEMENTARY SUMMER HIRING RECOMMENDATIONS

REGULAR MEETING

JUN 9, 2015

PAGE 6

Unofficial

tor; Shirley Vickery – Summer School Paraeducator; Jessica Burns – Summer School Paraeducator; Melinda Deneault – Summer School Paraeducator; Tammy Coleman – Junior High Summer School Teacher; Kathy Wetsch – Junior High Summer School Teacher; Kent Blair – Junior High Summer School Teacher.

Public comment was requested and there was none.

Passed 7-0.

MOTION TO APPROVE
OUT-OF-STATE TRAVEL
REQUEST

Motion by Upton, second by Riley, to approve the following out-of-state travel request:

Peregrine Frissell – University of Colorado-Boulder – Teacher East Asia – July 19-24, 2025 – Paid through Professional Development.

Public comment was requested and there was none.

Passed 7-0.

MISCELLANEOUS
AND FUTURE
PLANNING

Miscellaneous and Future Planning:

Long Range Planning Committee – High School Facility Enhancement Project – June 23, 2025 – 5:00 P.M.

Tentative Classified Negotiations Meeting – June 18, 2025 – 3:00 P.M.

MEETING
ADJOURNED

As there was no further business to come before the Board, Chair Rocksund adjourned the meeting at 7:36 P.M.

Board Chair

Business Manager/Clerk

TO: Board of Trustees
FROM: Dustin Zuffelato, Business Manager/Clerk
DATE: July 8, 2025
RE: Business Office Report for the July 14, 2025 Regular Meeting

Food Service Program –financial data

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Cash Balance FYE	6,765	271,970	589,588	529,914	483,001	31,406
Program Expenses	921,898	1,290,790	1,312,745	1,163,294	1,183,797	1,415,037
Meal revenue collected from students	188,366	28,580	53,329	245,907	190,386	10,875
Federal USDA Revenue	726,871	1,460,752	1,500,287	813,405	813,726	1,074,777
Operating – Net Revenue (expense)	1,242	200,744	369,814	3,506	(105,408)	(269,793)

Program Revenue

- FY 2024 \$ 1,078,390
- FY 2025 \$ 1,137,942 + ~ \$ 60k

Paid Lunch Revenue - \$ 190,386 in FY24 eliminated in FY25

USDA Meal Revenue - \$ 240,902 additional in FY25

- 35,879 more breakfast meals.
- 47,641 more lunch meals.

Program Expense

- FY 2024 \$ 1,183,797
- FY 2025 \$ 1,415,037 + ~ \$ 230k

Hourly Employee Compensation - \$ 90k additional in FY25. 83 hrs/day increased to 100 hrs/day

Grocery/Supplies Expense - \$ 160k additional in FY25. On a per meal basis is equivalent:

- 235,885 meals served in FY24 @ \$482,806 expense is \$2.05 per meal.
- 318,526 meals served in FY25 @ \$644,189 expense is \$2.02 per meal.

MEALS SERVED	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Prior year change
Glacier Gateway Breakfast	16,995	27,345	31,463	23,735	23,426	31,601	35 %
Glacier Gateway Lunch	35,842	52,006	60,345	45,893	44,399	55,581	25 %
Ruder Breakfast	9,830	26,082	24,925	22,099	20,064	26,490	32 %
Ruder Lunch	24,763	48,645	55,720	46,289	41,890	50,562	21 %
Junior High Breakfast	12,717	11,504	21,384	13,460	13,814	22,059	60 %
Junior High Lunch	28,926	47,363	61,023	45,343	41,586	56,657	36 %
High School Breakfast	17,670	29,795	41,875	26,517	23,058	35,833	55 %
High School Lunch	21,416	33,798	44,822	33,737	27,648	39,743	44 %
Total Breakfast	57,212	94,726	119,647	85,811	80,362	115,983	44 %
Total Lunch	110,947	181,812	221,910	171,292	155,523	202,543	30 %

Year-End FY 2025 Budget – to Actual:

General Fund(s)

Elementary District

	Budget	Actual	Difference	
Teacher Extra Duty	70,000	87,811	(17,811)	
JH Teacher Aide	77,186	52,086	25,100	1.0 FTE Unfilled
Instructional Substitutes	110,000	134,138	(24,138)	
Ruder Nurse	0	33,813	(33,813)	From HS
Election Services	19,916	3,492	16,424	No election
Utilities	304,250	236,343	67,907	JH Gas/electricity. Disposal services
Custodial Supplies/Equipment	232,928	286,397	(53,469)	Scrubbers. Trash Truck
SPED	1,020,432	994,198	26,234	JH Position. SLP IC funded Medicaid

High School District

	Budget	Actual	Difference	
Salary – Teacher	2,165,537	2,131,195	34,342	Mid-year resignations. Hall/Hendricks Webb/Zinkgraf
Salary-Teacher Aide	75,331	50,217	25,114	1.0 FTE reduced
Homeless Student Liaison	70,170	43,490	26,680	PETS Grant/Homeless Grant
Curriculum Material/Licenses	39,213	74,031	(34,817)	Restore Multi District Agreement Fund
SPED	479,122	503,644	(24,522)	Maintenance of Effort
Indian Education for All	12,948	752	12,195	Reduced entitlement
Extracurricular	121,195	105,405	15,789	
Athletics	509,886	527,999	(18,113)	Uniforms/travel

Elementary Tuition Fund

Budget \$ 943,465 Actual \$ 779,011 Diff \$ 164,453 SPED aides unfilled positions

High School Tuition Fund

Budget \$ 211,346 Actual \$ 132,598 Diff \$ 78,748 SPED aides unfilled positions

Building Use Fund – Canyon Elementary

Total Rental Proceeds \$ 30,600

Total operational expenses \$ 22,359 Utilities/Custodial/Maintenance completely funded by rental proceeds

Multi-Use Fields

Total Rental Proceeds \$ 6,315

Annual Water utility expense \$ 6,371

Elementary Technology Fund

Budget \$1,702,402 Actual \$704,055 Diff Remaining Budget Balance \$998,346. FY25 Levy \$ 932,636

Health Insurance Fund Plan year-end Reserves INCREASED \$337,556 to \$3,794,531 as of 6/30/2025.

Federal Grants

Title I FY 2025 Appropriation	\$ 1,173,128
FY 2025 Projected Expenses	<u>\$ 1,063,225</u>
Year End Projected Balance	\$ 109,853

The District received preliminary allocations for FY26 on June 24th. Surprised by the increase of approximately \$300,000. Although MT received the same federal title I funding as prior year, SD6 received this large increase as a result of the CEP Program (poverty levels).

Title IIA \$166,861 – Transferred to our Title I Schoolwide Grant. Used for Teacher Professional Development. recent news indicated the Trump Administration put a hold on releasing these funds.

Title IV \$ 73,068– Transferred to our Title I Schoolwide Grant. Used for Intervention Teachers – At Risk Student Support. recent news indicated the Trump Administration put a hold on releasing these funds.

IDEA FY 2025 Appropriation	\$ 704,477
FY 2024 Projected Expenses	<u>\$ 654,439</u>
Year End Projected Balance	\$ 50,037

Medicaid Services yearend balance is projected to be \$222,000 as compared to \$195,000 at the beginning of the year. Medicaid MAC yearend balance is projected to be \$227,000 as compared to \$274,000 at the beginning of the year.

College and Career Pathway contract

This represents a renewal of a contract in place since 2021/22 school year. Over the past four school years, this program has been primarily conducted by Jolandie Brooks. Mrs. Brooks directly supports High School students in a case management structure. The services provided include ACT Prep, Internships, work study, job shadow, with the most time devoted to education intervention focused on learning strategies for at-risk students equipping them with skills to succeed in the classroom. The grant provided by the Youth Court fully funds the program/FTE. The District bills the state (monthly) for the services provided to students. The payment (financial terms) per session remains unchanged. Grant Revenue in FY25 was \$58,707.

Classified Union - CBA contract – FY26

\$1.10 increase to all classifications.

\$1.50 increase to Bus Drivers in an effort to bump them closer to market value to compete with private contractors.

Longevity was \$.09 per year, proposed will be \$.10. Furthermore, longevity will be provided after year 1 as opposed to current waiting until year five.

Total Classified Employees : 114. Total Annual Hours 165,326. Total Annual Cost increase \$193,368.

Monthly Insurance Claim Summary – Plan Year 2024 YEAR END

Paid Claims June, 2025

Medical Plan paid claims	\$ 291,685
Specific Stop Loss	\$ 60,232

Monthly medical expected claims based on an enrollment of 220 Plan participants (69 singles/151 families):

\$ 222,420

Plan claim liability as a percentage of expected claims: 131.14 %

Paid Claim summary plan year-to-date (July 1, 2024 through June 30, 2025):

	<u>Actual</u>	<u>Expected</u>	<u>Percentage</u>
Medical Plan paid claims	\$2,789,863	\$2,646,141	105 %
Aggregating Specific Deductible -paid YTD	\$ 100,000		
Specific Stop Loss	\$ 154,980		

Plan Reserves increased \$337,556 as a result of less than funded claims.

Farm to School Education



Wildcat Garden



94% reported having fun

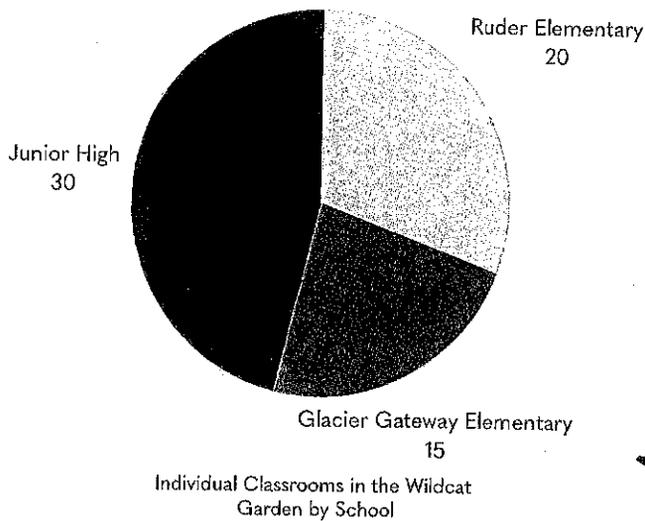


81% reported learning something new



81% reported trying something for the first time

<u>Wildcat Garden Education</u>	<u>Average 2021-2024</u>	<u>2024-2025</u>
Total lessons in the Wildcat Garden	109	104
Total classrooms in the Wildcat Garden	58	61
Total CFSD6 students in the Wildcat Garden	1,170	1,207



"Students had very positive things to say about this lesson. They recognize how they can use graphing and averages in every day life. It was a great real-world application. Thank you!"

-6th grade teacher

Notes

- Thank you to Flathead Conservation District for offering grants to pay for busing from Glacier Gateway to the Wildcat Garden every fall and spring since 2023!
- Thank you to the Dennis & Phyllis Washington Foundation and the Montana Farmers Union Foundation for supporting these Farm to School programs for 2024-2025.
- We completed our Outdoor Kitchen project in summer 2024 and have already had many cooking classes under the pavilion!
- This summer, we are excited to offer both garden and cooking lessons to students attending summer school at Glacier Gateway!

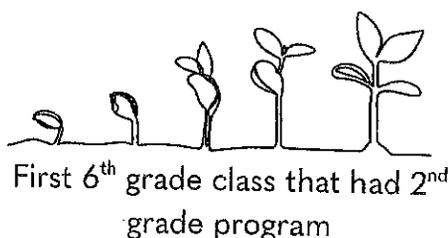
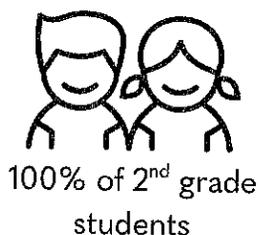
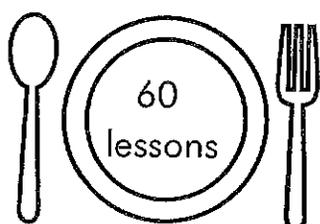
Farm to School Education



Nutrition Education

Second & Sixth Grade Programs

Monthly cooking, nutrition, and gardening lessons for all second grade classes at Ruder Elementary and Glacier Gateway in their classrooms from November - April annually. We've added a few classroom lessons for 6th grade Health Enhancement students at the Junior and will be slowly improving the curriculum and scaling this up!



Harvest of the Month Taste Tests

We partnered with the Junior High Family and Consumer Sciences classes to offer eight months of locally sourced, seasonal recipes that were prepared by Junior High students and sampled to students at Ruder Elementary, Glacier Gateway Elementary, and the Columbia Falls Junior High.

SEPTEMBER Gingered Cabbage Slaw	OCTOBER Cucumber Apple Salad	NOVEMBER Break!
DECEMBER Carrot Salad	JANUARY Squash Soup	FEBRUARY Beet Hummus
MARCH Cracked Kamut Tabouleh	APRIL Beef & Broccoli	MAY Lentil Tacos



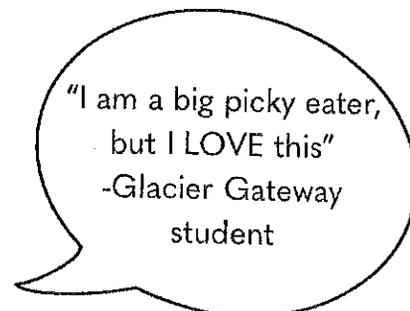
2,000 samples handed out



24 Junior High classes prepared recipes



Overall, 84% liked or loved the recipes!



Farm to School Program Budget



Income	2024 - 2025
CFSD6	\$7,500
Land to Hand Raised	\$98,000
<hr/>	
Total	\$105,500
Expenses	2024-2025
Wildcat Garden - Staff	\$18,000
Education - Staff	\$80,000
Wildcat Garden - Supplies	\$4,000
Education - Ingredients & Supplies	\$3,500
<hr/>	
Total	\$105,500

Weekend Backpack Program



Our Weekend Backpack Program distributes weekend food bags to children in families that rely on free or reduced school meals in the Columbia Falls school district. This program offers meals and snacks to food insecure children as a way to work towards ending childhood hunger. L2H also provides larger holiday bags for the Thanksgiving, Winter, and Spring Breaks.

- Each weekend bag provides two weekend suppers, lunches, and breakfasts as well as a variety of healthy and high-protein snacks.
- Through this program we serve between 375-400 kids in this district each week
- L2H stocks a choice-style food pantry in Columbia Falls High School. Roughly 65 students shop for weekend food each week.

<u>Weekend Backpack Assistance Program</u>	<u>2021-2022 School Year</u>	<u>2022-2023 School Year</u>	<u>2023-2024 School Year</u>	<u>2024-2025 School Year</u>
Average number of children served weekly	275	308	320	310
Total bags given out	9,838	11,074	13,450	12,299

In order to provide these food access programs we rely heavily on the work of volunteers. In 2024, 528 total volunteer hours were spent on packing Weekend Backpack Bags and Fresh Snack Friday.

Fresh Snack Friday

- Fresh Snack Friday operated from September through December in 2024.
- Glacier Gateway and Ruder Elementary received roughly 2,750 pounds of produce donated by Land to Hand to be served to students by CFSD Food Service.
- Students at the Junior High school receive a fresh fruit or vegetable snack packed by L2H volunteers every Friday.

New Pantry Space

Land to Hand is in the planning process of opening a Kids & Family Pantry, located in the Columbia Falls Kids Foundation Building. The vision for this location is a safe space for children and their families to choose foods that they bring home. We aim to reduce waste and provide healthier food options. Stay tuned for more updates!



Weekend Backpack Program Budget

Income	2024-2025
CFSD6	\$0
Land to Hand Raised	\$231,572
<hr/>	
	Total \$231,572

Expenses	2024-2025
Backpack Program - Staff	\$35,000
Backpack Program - Food	\$171,772
Fresh Snack - Procurement	\$22,500
Backpack Program - Transportation	\$2,300
<hr/>	
	Total \$231,572

CFSD #6 Student Advisory Council Procedures and Processes

Purpose:

The Student Advisory Committee serves as a platform for students in grades 7-12 to voice their opinions, concerns, and suggestions regarding school policies, programs, and initiatives to the Columbia Falls School Board. The committee aims to foster collaboration between students and the school board, ensuring that student perspectives are considered in decision-making processes.

Process

Formation of the Committee:

- Announcement
 - The school administration will announce the formation of the Student Advisory Committee through school-wide communications, including emails, announcements, and posters.
- Application
 - Interested students from grades 7-12 will be invited to submit applications expressing their interest in joining the committee.
 - Members will serve for 1, 2, or 3 year terms, based on their year in school upon their application
 - Seniors will serve for a one year term.
 - Juniors will serve for a two year term.
 - All Other selected members will serve for a three year term.
 - Vacancies will be filled as they become available.
- Selection
 - The school administration, in consultation with teachers and staff, will review applications and select a diverse group of students representing different grades, backgrounds, and perspectives.
 - We would like to have around 12 students on the Committee but we would also like to include all who are interested if possible.
- Notification
 - Selected students will be notified of their inclusion in the committee and provided with information regarding the first meeting.

Meeting Schedule:

- Regular Meetings
 - The committee will meet three times a year, with additional meetings scheduled as needed. Meetings held in October, February, May
 - The May meeting will be with the whole board and will meet at the regular monthly board meeting to allow for all board members to hear about the topics and discussion that happened throughout the year
- Meeting Times & Location
 - Meetings will be held during non-instructional times to minimize disruptions to academic schedules and will meet on a district campus that is accessible to students.

Norms for Meetings:

- Respectful Communication
 - Members will communicate respectfully and courteously with one another, school board members, and guests.
- Active Participation
 - Members are encouraged to actively participate in discussions, share their viewpoints, and contribute constructively to the agenda items.
- Confidentiality
 - Discussions held within the committee meetings are confidential, and members are expected to maintain confidentiality regarding sensitive information discussed.
- Time Management
 - Members will adhere to the meeting schedule and contribute to efficient time management during discussions.
- Decision Making
 - Consensus-building will be encouraged, and decisions will be made through democratic processes where feasible.

Acceptable Topics for Discussion:

- School Policies
 - Students can provide feedback on existing school policies and propose new policies addressing issues relevant to student life.
- Curriculum and Programs
 - Discussions can focus on curriculum enhancements, extracurricular activities, and student support programs.
- Facilities and Resources
 - Students can address concerns regarding school facilities, resource allocation, and infrastructure improvements.
- Student Well-being
 - Discussions can revolve around mental health support, bullying prevention, and overall student well-being initiatives.
- Community Engagement
 - Students can suggest ways to enhance community involvement in school activities and foster stronger ties between the school and the community.

Appendices

Agenda Format

Note Taking Form



CUSTOM POLICY MANUAL AGREEMENT

The Montana School Boards Association (Association) agrees to produce, and the Columbia Falls School District (District) agrees to purchase, a Custom Policy Manual in accordance with the terms set forth herein.

1. Association Responsibilities

The Association agrees to provide the following services:

- A. Codification of District policies, according to the Association's policy codification system.
- B. Review, analysis, and editing of codified District policy materials in relation to federal and state law and sound management principles and in comparison with Association policy materials.
- C. A copy of a working draft of the Custom Policy Manual for review by the Board and appropriate administrative staff.
- D. Free registration for District representatives in the statewide MTSBA Policy Symposium.
- E. Three on-site review sessions (not to exceed 4 hours per session) with the Board and appropriate administrative staff members as specified in this Agreement. Should additional meetings be requested, additional cost will be incurred by the District at seven hundred fifty (\$750) dollars for a half day or one thousand five hundred (\$1,500) dollars for a full day, plus travel expenses.
- F. Final editing, and proofing of the Custom Policy Manual.
- G. Hosting of the District's policies to a customized, District specific website with designated District staff provided access to that website

2. District Responsibilities

The District agrees to provide existing Board policies, administrative procedures/regulations, and other District materials which have policy implications, such as student, staff, and activity handbooks, and selected Board minutes. Upon completion of the policy revision, the Association will provide a list of recommended changes that should be considered in handbooks. The changes are the responsibility of the District, unless the District requests such changes to be made by MTSBA at an agreed fee or rate.

3. Cost

The District agrees to pay to the Association the sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), plus actual costs and expenses including travel costs, for the Custom Policy Manual. In addition, the District agrees to pay for any additional copies it requests of the working draft and final Manual. The charge for such additional copies shall be the cost to the Association of producing the same.

The District has the option of choosing to have MTSBA staff travel to the District for in-person review or having MTSBA staff conduct the review via virtual means. In addition to the fee (set forth above), in-person consultation requiring MTSBA staff to travel will be billed

according to the rate set forth below for travel time to/from the District. Please select your option:

In-person consultation (additional travel time billed at hourly rate of \$180/hr)

Virtual consultation (no additional fee for travel time)

4. Maintenance Services

From the time the customization process is completed or at the start of the next school fiscal year whichever occurs first, the District will be automatically enrolled in and billed for participation in MTSBA's policy maintenance program for five years to maintain and host the District's policies. Districts executing a policy services agreement after April 1 will not be subject to the next school fiscal year enrollment deadline.

This program seeks to ensure the District's new policy manual continues to meet current local, state, and federal law, with the same custom fit as the original. If enrolled in the program during a school fiscal year, the maintenance fee will be billed on a prorated basis for the remainder of the fiscal year from the date of completion of the custom rewrite to the end of the fiscal year.

When enrolled in the maintenance program for the ensuing fiscal years, the District will be billed the current maintenance fee in effect for the applicable fiscal year. The maintenance fee provides for direct access to policy updates, customized policy update services, policy manual hosting on the district's customized website, and routine policy services.

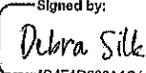
The parties agree the annual maintenance fee will be adjusted periodically to reflect costs of services related to policy hosting and update distribution by third party providers. Notice and invoice of the fee for the approaching school fiscal year will be sent each year. At the conclusion of the five-year period, the contract will automatically renew for additional periods of 5 years unless the District provides MTSBA with notice of termination 90 days before the July 1 renewal date.

5. Entire Agreement

This contract constitutes the entire agreement between the District and the Montana School Boards Association with respect to custom policy services and supersedes all such prior agreements, representations, statements, negotiations, and undertakings.

Montana School Boards Association:

School District:

Signed by:

Signature

Debra Silk

Printed Name
Authorized Representative
Montana School Boards Association

Date: 7/2/2025

Signature

Marie Birky

Printed Name
Authorized Representative
Columbia Falls School District

Date:

Columbia Falls School District #6 Strategic Plan 2024-2025

Mission:

Columbia Falls School District #6 is guided by its mission to provide a safe, positive environment where all students have an opportunity to acquire knowledge and skills to be productive citizens in a changing and diverse world.

Vision:

Our vision is that Columbia Falls Public Schools are trusted to create an atmosphere of excellence, where individuals are valued, differences are respected, and students are prepared for their futures.

Strategic Focus Areas and Goals:

<i>Challenging, Diverse, and Supportive Learning Environment</i>	<i>High Performing Workplace</i>	<i>Organizational Effectiveness</i>	<i>Family & Community Engagement</i>	<i>District Facilities Support & Enhance Learning</i>
<p>Strategic Goals:</p> <p><u>Goal 1:</u> Focus on a well-rounded education, including core academics, vocational courses, fine arts, and health and physical well-being.</p> <p><u>Goal 2:</u> Create and foster a climate and culture that embrace a growth mindset, a healthy social and emotional environment, positive engagement, and meaningful personal connections</p> <p><u>Goal 3:</u> Implement curriculum, instruction, intervention, and assessment decisions based on research, evidence, and best practices.</p>	<p>Strategic Goals:</p> <p><u>Goal 1:</u> Develop and support an effective and positive workforce through distributed leadership and shared responsibility for results.</p> <p><u>Goal 2:</u> Sustain an on-going system of staff-involved professional development.</p> <p><u>Goal 3:</u> Recruit, hire, and retain highly effective employees.</p>	<p>Strategic Goals:</p> <p><u>Goal 1:</u> Provide financial resources to support the personnel, facilities, and resources necessary for effective student programs.</p> <p><u>Goal 2:</u> Establish communication and information systems among individuals, programs, and services to promote effective organizational functioning.</p> <p><u>Goal 3:</u> Establish and foster a positive collaborative culture in all district departments.</p>	<p>Strategic Goals:</p> <p><u>Goal 1:</u> Promote effective communications encouraging equity, participation, and student achievement.</p> <p><u>Goal 2:</u> Establish collaborative community partnerships to enhance student learning and to provide career exploration experiences.</p> <p><u>Goal 3:</u> Provide welcoming, easy access to district and school information. (website, IC portal, social media, software, etc.)</p>	<p>Strategic Goals:</p> <p><u>Goal 1:</u> Create safe and welcoming environments conducive to the educational process</p> <p><u>Goal 2:</u> Maintain and improve facilities to meet the current and future needs of students, staff, and community members.</p>

STRATEGIC PLAN

Board Adopted on: July 14, 2025

COLUMBIA FALLS SCHOOL DISTRICT #6

Schools: Glacier Gateway, Ruder Elementary, Columbia Falls Junior High, Columbia Falls High School



Challenging, Diverse, and Supportive Learning Environment

Goal 1: Focus on a well-rounded education, including core academics, vocational courses, fine arts, and health and physical well-being.

Goal 2: Create and foster a climate and culture that embrace a growth mindset, a healthy social and emotional environment, positive engagement, and meaningful personal connections.

Goal 3: Implement curriculum, instruction, intervention, and assessment decisions based on research, evidence, and best practices.

High Performing Workplace

Goal 1: Develop and support an effective and positive workforce through distributed leadership and shared responsibility for results.

Goal 2: Sustain an ongoing system of staff-involved professional development.

Goal 3: Recruit, hire, and retain highly effective employees

Organizational Effectiveness

Goal 1: Provide financial resources to support the personnel, facilities, and resources necessary for effective student programs.

Goal 2: Establish communication and information systems among individuals, programs, and services to promote effective organizational functioning.

Goal 3: Establish and foster positive collaborative culture in all district departments.

Family & Community Engagement

Goal 1: Promote effective communications encouraging equity, participation, and student achievement.

Goal 2: Establish collaborative community partnerships to enhance student learning and to provide career exploration experiences.

Goal 3: Provide welcoming, easy access to district and school information (website, IC portal, social media, software, etc.).

District Facilities Support & Enhance Learning

Goal 1: Create safe and welcoming environments conducive to the educational process.

Goal 2: Maintain and improve facilities to meet the current and future needs of students, staff, and community members.

Mission

Columbia Falls School District #6 is guided by its mission to provide a safe, positive environment where all students have an opportunity to acquire knowledge and skills to be productive citizens in a changing and diverse world.

Vision

Our vision is that Columbia Falls Public Schools are trusted to create an atmosphere of excellence, where individuals are valued, differences are respected, and students are prepared for their futures.

WILD CATS

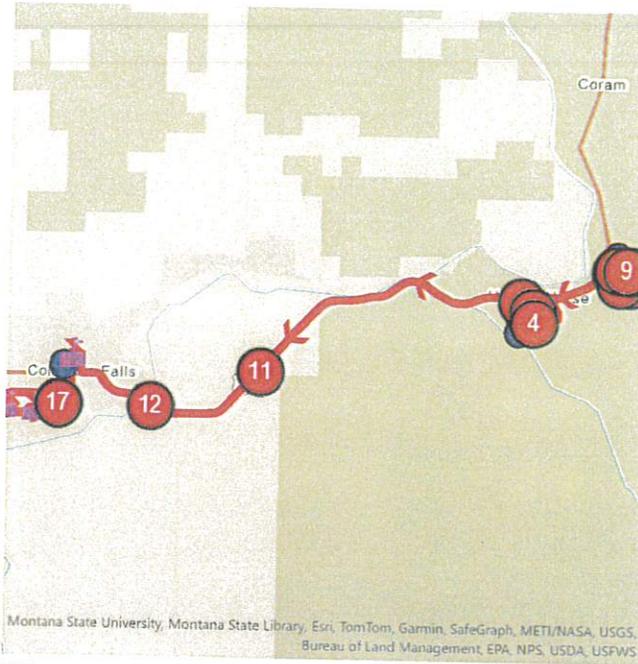
Trip Summary

Trip: Route 14 AM
Vehicle: 14

Rt #14

**42.6 miles
daily
SY 25/26**

**54.2 miles
daily in
24/25**



STOP	TIME	STUDENTS	LOCATION
1	7:13 AM	0	Bus Barn
2	7:14 AM	3	Dam Town Tavern Hungry Horse
3	7:16 AM	11	Mountain & 2nd Hungry Horse
4	7:18 AM	21	Mountain & 4th Hungry Horse
5	7:24 AM	2	1st and 1st Martin City
6	7:25 AM	0	2nd Street S / 3rd Avenue South MC
7	7:26 AM	3	3rd Ave S & 4th St S (SW) Martin City
8	7:27 AM	7	4th St S & Central Ave (SE) Martin City
9	7:28 AM	4	Central Ave & 3rd St N Martin City
10	7:29 AM	2	Old Hwy 2 / Deer Lick Martin City
11	7:47 AM	2	US Highway 2 E & Windy Rdg
12	7:50 AM	1	US Highway 2 E & River Rd (E)
13	7:55 AM	-12	Glacier Gateway Elementary
14	8:00 AM	-16	Columbia Falls High School
15	8:05 AM	-16	Columbia Falls Junior High
16	8:09 AM	-12	Ruder Elementary
17	8:13 AM	0	Bus Barn

Trip Summary

Trip: Route 18 AM

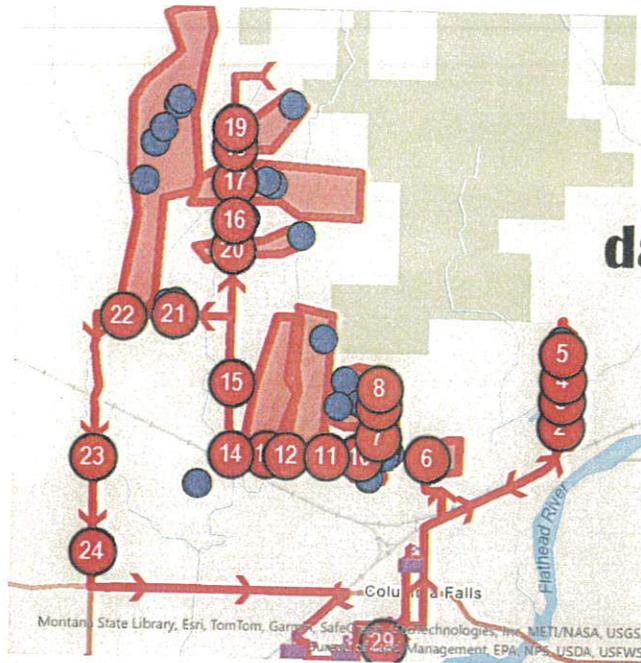
Vehicle: 18

Rt #18

43 miles daily

SY 25/26

36 miles daily in 24/25



STOP	TIME	STUDENTS	LOCATION
1	6:48 AM	0	Bus Barn
2	6:55 AM	0	Frontage and N Fork Trailer Ct
3	6:55 AM	0	N Fork Rd & 15th Street East N (SE)
4	6:56 AM	1	1655 N Fork Rd
5	6:57 AM	1	North Fork Loop & North Fork Trl
6	7:03 AM	0	4th Ave WN / Tamarack
7	7:04 AM	11	Country Estates Mobile Park
8	7:06 AM	2	Woodland Turnaround
9	7:06 AM	3	Potter Ln & Woodland Rd
10	7:08 AM	3	1211 Tamarack Ln
11	7:09 AM	1	Tamarack Ln & St Andrews E
12	7:10 AM	1	1434 Tamarack Ln
13	7:10 AM	2	Tamarack & Meadow Lk Drive
14	7:11 AM	1	1600 Tamarack Ln
15	7:12 AM	1	1811 Tamarack Ln
16	7:15 AM	1	2285 Witty Ln
17	7:16 AM	3	Witty Ln & Chubb Ln
18	7:17 AM	3	Witty & Aspen
19	7:17 AM	2	2596 Witty Ln
20	7:23 AM	2	Witty / Klein

Tentative Agreement

1:2 Appropriate Unit

1:2:1 The appropriate unit shall include all classified personnel of the School District to include the following:

- A. Paraeducators/Aides (SPED, Library, Computer, Bus, Copy, Classroom, Study Hall)
- B. School Food Service Personnel (Kitchen Helpers, Cooks, Delivery Driver)
- C. Maintenance Personnel (Groundskeepers)
- D. Custodial Personnel
- E. Transportation (Drivers, Mechanics, Mechanic's Assistant, Warehouse / Delivery Driver, **Garbage Truck Driver, Dispatcher**)

5:4 Employment Status

5:4:1 Full-Time Employee: ~~Any employee who normally works forty hours per week.~~ Employed on at least a 180-day working day per regular school year basis and normally paid on at least a 30 hours per week basis.

5:4:2 Part-Time Employee: ~~Any employee who normally works less than forty hours per week.~~ Normally paid on at least 20 hours per week basis, but less than 30 hours per week basis.

8:1 Vacation Leave

8:1:3 ~~All Paid Leaves shall be inputted into the Absence Management Program either before the Paid Leave or no later than the second work day after the Employee returns to work.~~ Leave shall be used if the employee works less than their scheduled (expected/assigned) weekly number of hours.

8:1 Vacation Leave

8:1:4 The dates when employees' vacation leaves shall be granted shall be determined by agreement between each employee and the employer with regard to the best interest of the employer as well as the best interest of the employee. Vacation Leave will not be limited to days that school is not in session. Unless in the case of a stated personal emergency **or as stated in 8:1:3**, employees **shall must** request vacation leave utilizing AESOP program ten (10) days in advance of the date of the proposed leave. **Requests made within the ten (10) day window must be pre-approved by their supervisor.** ~~During the first two weeks of school, the District shall post in the business office a form on which bargaining unit members may request vacation leave dates. In the event of conflicting dates in cases where the District cannot have as many employees absent as have requested similar dates, the one(s) with the most District seniority shall be granted the leave.~~ Leaves requested ~~after the posting period~~ shall be granted on a first come, first serve basis. ~~Earned leave credits need not be taken all at one time.~~

8:2 Sick Leave

8:2:3 Donating sick leave: If an employee is in need of additional sick leave due to an illness **and qualifies for the sick leave bank in accordance to District Policy**, and the employee has used all available leaves, members of this agreement may donate hours of sick leave to that employee's **sick leave bank**.

8:7 Union Leave

8:7:1 The District shall grant a maximum of ~~20~~ **24** hours per year of leave for union officers to conduct business throughout the school year.

8:8 Public Office Leave

8:8:1 Employees elected or appointed to a public office in the city, county or state shall be granted unpaid leaves of absence, not to exceed 180 days per year, while they are performing public service. Employees must be restored to their positions, with the same seniority, status, compensation, hours, locality, and benefits as existed immediately prior to their leaves of absence for public service. An employee granted a leave of absence shall make arrangements to return to work within 10 days following the completion of the service of which the leave was granted unless the employee is unable to do so because of illness or disability injury certified to by a licensed physician. (39-2-104, MCA)

12:1 Basic Work Week

12:1:1 A work week shall normally consist of five (5) consecutive eight (8) hour work days and shall normally total forty (40) hours of service with two consecutive days off. **The work week shall begin Monday and end on Sunday.**

12:1 Basic Work Week

12:1:2 Any Employee, who is scheduled to work more than forty (40) hours per week ~~or eight (8) per day~~, will receive overtime at the rate of 1-½ times his/her regular rate of pay. When an alternate work schedule is agreed upon, such as ten (10) hours per day (40 hours per week), only those hours in excess of 40 hours per week shall be considered overtime and paid at 1-½ times the normal rate. An employee working summer months when school is not in session may petition the District for an alternate work schedule. Approval of the alternate work schedule is at the sole discretion of the District.

12:1 Basic Work Week

12:1:5 Time and Attendance shall be reported by clocking-in/out utilizing the District's electronic software program. Discrepancies between the time calculated by this time stamped in/out function and the actual time worked shall be reported to the supervisor and corrected (manually) as needed to represent the actual time works.

12:2 Work Day

12:2:1:1 An unpaid **30 minute** meal break to be taken in the approximate middle of each shift consisting of at least six hours.

14:1 Longevity

14:1:1 ~~After completing five years of service with the District, e~~ Each employee will have added to his/her base hourly wage the sum of ~~9 cents~~ **10 cents** for each year of service to the District since July 1 in the year in which the employee was hired.

14:2 Wages

14:2:1 The wage scale attached shall be the salary payable to members of the bargaining unit:

Designations	CATEGORIES					
	1	2	3	4	5	6
Journeyman	18.88	20.39	21.84	24.26	28.06	18.88
	19.98	21.49	23.34	25.36	29.16	19.98

For the purposes of pay, there shall be the following "categories":

1. Kitchen Helpers
2. Custodians, Cooks, Warehouse/Delivery Driver, **Non CDL Bus Driver**

3. Driver, Dispatcher
4. ~~Utility People Maintenance~~/Groundskeeper/Mechanic's Assistant
5. Mechanic
6. Paraeducators/Aides

14:3 Head Lead Employee

14:3:1 **Head Lead** Employees, as designated by their job description, will receive an additional \$2.00/hr to the regular pay for their classification.

14:5 Special Provisions for Transportation Personnel:

14:5:1 Dead Time Pay

14:5:1:2 When an employee is otherwise off shift, the employee shall receive one payment per day equivalent to ~~\$10.00~~ \$15.00 per hour for each hours of "Dead Time", up to eight- hours maximum

14:5:6 Canceled Trip: A driver assigned to a trip which is subsequently cancelled ~~with short or no notice~~ within less than 24 hours shall be paid for two hours at the Driver Time rate unless the driver is assigned another trip.

14:7:2 Paraeducators covering for teachers will still get their 30 minutes duty free meal break. If a paraeducator is covering all day for a teacher, he/she does not get the additional \$3.00 per hour for the teacher's prep period. During the prep time the paraeducator needs to help cover other duties available during that time. Example: Recess, Lunch Room, etc.

14:8 CPR and First Aid Certification: All staff who are required to have their CPR and First Aid certification as outlined in their job description will have the District reimburse the employee for all costs incurred, up to thirty-five dollars.

15:2 District Contributions

15:2:1 For the ~~2024-2025~~ 2025-2026 school year, the District will contribute one thousand one hundred ~~four~~ twenty-eight dollars (~~\$1,104.00~~ \$1,128.00) per month toward the cost of a participating Employee's monthly insurance premium. ~~During the 2025-2026 school year, the District will contribute the same amount as during the 2024-2025 school year plus fund 80% of any additional premium increase that is not offset by plan reserves~~

Article 18 – MAINTENANCE OF STANDARDS

18:1 Non-Negotiable

~~18:1:1 All items contained in this Agreement concerning wages, hours, fringe benefits, and conditions of employment shall be maintained except where changed by negotiations. Negotiations shall be entered into during the term of this Agreement only by mutual agreement of the parties hereto, or as outlined in Article 21 – "Duration and Reopening"~~

20:1 Grievance Definition

20:1:1 "Grievance" shall mean an allegation, in writing, by an Employee resulting in a dispute or disagreement between the Employee and the District as to the interpretation or application of the policies and the terms and conditions contained in this Agreement.

POLICY STATEMENT
Columbia Falls School District Six
For School Year
2025-2026

This policy document is the result of consultation between certain employees of School District Six, and representatives of the Board of Trustees of School District Six.

Item 1: Other Policies

This Policy Statement covers those items listed herein, and is in conjunction with the other policies which have been established or which will be established either administratively or by the Board of Trustees.

Item 2: Meet and Confer

The parties hereto shall sign their understanding of this Policy Statement, but have not and shall not engage in collective bargaining. Rather, the parties hereto agree to meet and confer on matters of mutual concern whenever it is deemed necessary.

Item 3: Employee Rights

- Section 1. It is agreed that all rights granted by this Policy Statement, by policy established by the Board of Trustees or by law or regulation, shall be available to the employees covered by this document.
- Section 2. Appearances before the Employer: An employee shall be given prior notice of the reason for such a meeting or interview.
- Section 3. Progressive Discipline: A policy of progressive discipline normally shall be followed, which includes a verbal warning and suspension, unless the severity of the violation warrants more severe action.
- Section 4. Personnel File: Any employee shall have the right to inspect his/her personnel file(s) and, upon written request, shall be provided one free copy of the entire file and a copy of any additions hereafter, and other copies at the employee's expense.
- Section 5. Non-Discrimination Clause: No employee shall suffer discrimination because of age, race, sex or national origin.
- Section 6. Education and Job Training: The Board of Trustees, upon recommendation of the Superintendent, may grant an employee an opportunity to improve his/her job skills through education or job training. Such assistance may include any of the following: time off with pay, mileage, lodging or tuition fees.

Item 4: Employee Rights

It is agreed that all rights not specifically granted by this Policy Statement, by policy established by the Board of Trustees, or by law or regulation to the employees covered by this document, shall remain the prerogative of the employer.

Item 5: Employment Status

- Section 1. It is agreed that discipline and discharge decisions may be appealed through the grievance procedure for the processing of appeals of discharge.

Section 2. Each employee when hired by the District shall serve a probationary period of six (6) months, during which the employee may be discharged without recourse through the grievance procedure. Upon being transferred to a different position within the District, each employee shall serve a probationary period of 90 calendar days, during which the District may place the employee in his/her previously held position or a comparable position.

Item 6: Performance Evaluation

Section 1. A formal program of employee evaluation shall be established to ensure that all employees are performing to the standards of the position and to assist employees in improving and maintaining skills.

Section 2. Written evaluations shall be prepared on a form specified by the Board of Trustees.

Section 3. Any such evaluations shall be shown to the employee and a copy provided upon request. If the employee disagrees with the evaluation, he/she will have the opportunity to make written comments regarding the evaluation, which shall be made a part of the evaluation. In addition, if an employee feels it appropriate to respond in writing to a performance evaluation or letter of warning, such employee response shall accompany the employer's performance evaluation or letters of warning in the personnel file.

Item 7: Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation, application or violation of the items contained herein.

Section 2. Representations: The employee, administrator, or School District may be represented during any step in the procedure by any person or agent designated by such part to act in the party's behalf.

Section 3. Definitions and Interpretations:

Subsection 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement, in writing.

Subsection 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays.

Subsection 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, the event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

Subsection 4. Filing and Postmark: The filing or service of any notice or document shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time limitation and waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten days after the date of the event giving rise to the grievance occurred. Failure to appeal a grievance from one level to the next within the time periods hereafter provided shall constitute a waiver of the grievance. An effort first shall be made to adjust an alleged grievance informally between the employee and the School District designee.

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment within the School District in the following manner:

Subsection 1. LEVEL 1: An attempt to resolve the grievance shall be made through informal discussion between the grievant(s) and the immediate supervisor.

Subsection 2. LEVEL 2: In the event the grievance is not resolved in Level 1, the grievance may be appealed to the Superintendent of School District Six provided such appeal is made in writing within five days after the discussion in Level 1. If a grievance is properly appealed to the Superintendent of School District Six, the Superintendent or his/her designee shall set a time to meet regarding the grievance, within fifteen days after receipt of the appeal. Within five days after such meeting, the Superintendent of School District Six or his/her designee shall issue a decision in writing to the parties. If no response is made by the grievant to the Level 2 decision within fifteen days, the grievance becomes waived.

Subsection 3. LEVEL 3: In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the Board of Trustees at its next regularly scheduled or special meeting, provided such appeal is made in writing to the Chair of the Board within five days of receipt of the Superintendent's decision. The Board shall have fifteen days after consideration of the grievance to issue a response in writing to the grievant.

Section 6. Step waiver: Provided both parties agree in writing, any level of this grievance procedure may be bypassed and processed at a higher level.

Section 7. ARBITRATION (Level 4):

Subsection 1. Procedure: In the event the parties are unable to resolve a grievance which alleges that termination of a non-probationary employee was not with sufficient reasons, it may be jointly submitted to arbitration as defined herein.

Subsection 2. Selection of arbitrator: The parties shall request the Board of Personnel Appeals to submit, within ten days to both parties, a list of seven names. Within five days of receipt of the list, the parties shall select an arbitrator by striking names from the list in alternate order, and the name so remaining shall be the arbitrator.

Subsection 3. Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties shall have the opportunity to submit evidence, offer testimony, present witnesses and make oral or written arguments relating to the issues before the arbitrator.

Subsection 4. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties.

Subsection 5. Expenses: Should the employee prevail, the District shall pay all expenses of the arbitrator and the arbitrator also may designate a portion of the employee's reasonable expenses for representation. Should the District prevail, the parties shall split the expenses of the arbitrator, and each party shall be responsible totally for its own costs.

Subsection 6. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. This jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein or elsewhere; nor shall the arbitrator have the jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy.

Section 8. Grievance Form: To be valid, grievances must be submitted in writing on the form provided in Addendum B.

Section 9. Election of Remedy: Should the subject of a grievance be filed to an administrative agency or court, the grievance shall be deemed moot. In the case of discharge, the grievance/arbitration procedure shall be the sole method for adjudicating contested cases.

Item 8: Work Day, Week and Year

Section 1. Work Day: The District shall establish the work day and may modify it if necessary. The regular work day shall begin at 8:00 a.m. and shall end at 4:30 p.m.

a. A 15 minute rest break may be taken during the first and second four hour period of each shift of each work day. Employees will be allowed

a 15 minute rest break within each four hour work period.

b. Time and Attendance shall be reported by clocking-in/out utilizing the District's electronic software program. Discrepancies between the time calculated by this time stamped in/out function and the actual time worked shall be reported to the supervisor and corrected (manually) as needed to represent the actual time worked.

Section 2. Work Week: The District shall establish the work week and may modify it if necessary. A work week shall normally consist of five (5) consecutive eight (8) hour work days and shall normally total forty (40) hours of service with two consecutive days off. The work week shall begin Monday and end on Sunday.

Section 3. Work Year: The District shall establish the work year and may modify it if necessary. The regular work year for Building Secretaries shall begin when designated by the District and end 207 days later. School Nurses will begin the work year one week before staff reports to work and end 197 days later. Administrative Secretaries, Business Office Staff, and IT staff will work 12 months a year, unless other arrangements are approved by the District Superintendent and Business Manager. All other policy employees will follow their individual contracts for work days per year. However, the District may require additional services of the employee beyond the regular work year or may not require the service of the employee for the entire work year.

Item 9: Compensation

Section 1. Wage Schedule: The wage schedule shall be attached as Addendum A.

Section 2. Overtime: The District shall follow the provisions of the Fair Labor Standards Act and the Montana Minimum Wage and Overtime Act when computing and paying for overtime.

Section 3. Insurance:

A. Selection of Program and Carriers: All insurance carriers and programs shall be as selected by the District Insurance Committee;

B. Continuity of Coverage: It is understood that the District is not an insurance carrier, and is responsible only for premium contributions and transfer of premium payments as established by the Agreement between the parties. The District is not responsible for funding any claim settlements. However, the District agrees to abide by the decision of the Insurance Committee, and maintain the insurance program designated by such Committee, so long as such contribution is possible through the terms of this Agreement.

C. Insurance Programs: The District will contribute to health insurance according to the following formula:

1. The District's monthly contribution will be prorated according to full-time equivalence (FTE) for Employees working half-time but less than full-time.

NOTE: Full-time employment for Policy Statement employees will be established at 6.0 hours per day. All calculations for the purpose of determining the District's monthly insurance contribution for participating employees will be made in relation to full-time employment set at 6.0 hours a day.

2. For the 2025-2026 school year, the District will contribute one thousand one hundred and four dollars (\$1,128.00) per month toward the cost of the participating Employee's monthly insurance premium. During the 2026-2027 school year, the District will contribute the same amounts during the 2025-2026 school year plus share any premium change that is not offset by plan reserves 80% District and 20% Employee.

D. Eligibility and Duration of Insurance Contribution:

1. Benefits provided in this Article are designated for employees who work 20 hours or more in the average week.
2. An employee is eligible for School District contribution as provided in this Section so long as he/she is employed by the District. Upon termination of employment all District contribution shall cease, effective the last pay period.
3. If an employee who has indicated that he/she will continue employment with the District in the ensuing school year elects to resign in July or August, prior to working 20 hours per week for four consecutive weeks at the start of the new school year, said employee will become ineligible for the District's group health insurance program except as provided under COBRA continuation. Insurance coverage will terminate retroactive to the last day of the month of the last pay period during which the employee was eligible for the District's insurance coverage. The employee is responsible for reimbursing the District for any payment received from the insurance program for services incurred subsequent to the termination date, except as provided under COBRA continuation. The District may withhold the amount of any insurance premium owed and any benefit payment received after the termination date from any final compensation owed the employee.
4. Retirees may remain on the group insurance program, subject to 2-18-704, M.C.A., but shall be responsible for all premium payments.

Section 5. Mileage: All approved miles driven by an employee from one job site to another in the employee's own car shall be compensated at a rate established by 2-18-503, M.C.A.

Item 10: Leaves

Section 1. SICK LEAVE

- A. "Sick Leave" means a leave of absence with pay for the employee's doctor appointment and illness. Doctor appointments for and illness of the employee's immediate family also may be taken from this leave when the presence of the employee is necessary because of the seriousness of the illness or when no other reasonable option for care is available. "Immediate family" shall refer to: spouse, child, father, mother, brother, sister, grandparent, foster parent, step parent, guardians, and/or in-laws, bearing any of these relationships, and any person living in the Employee's household.

- B. Each permanent full-time employee, as defined by statute, shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks X 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.
- C. An employee may not accrue sick leave credits while in a leave-without-pay status.
- D. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
- E. An employee who terminates employment with the District is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's wage at the time he or she terminates employment with the District.
- F. An employee who receives a lump-sum payment pursuant to this section and who again is employed by the District shall not be credited with any sick leave for which the employee previously has been compensated.
- G. Abuse of sick leave is cause for dismissal and forfeitures of the lump-sum payments provided for in this section.
- H. Any employee returning to duty after an illness may be required to present a statement from his/her physician and/or submit to an examination by a physician designated by the Superintendent. If such an examination is requested, it shall be at the expense of the School District.
- I. Absence from employment by reason of illness shall be chargeable against any unused accrued leave credits before the District will provide unpaid leave. Leave shall be used if the employee works less than their scheduled (expected/assigned) weekly number of hours.

Section 2. ANNUAL LEAVE

- A. "Annual leave" (vacation) means a leave of absence with pay for the purpose of rest, relaxation or personal business at the request of the employee and with concurrence of the School District.
- B. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with the District whether the employment is continuous or not:

<u>Years of Employment</u>	<u>Working Days Credit</u>
1 day through 10 years	15
10 years through 15 years.....	18
15 years through 20 years.....	21
20 years on	24

For the purpose of determining years of employment, see the provisions of 2-18-612 (2) (a)(ii), M.C.A.

- C. Each permanent full-time employee, as defined by statute, shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be

credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been employed continuously for a period of six calendar months.

- D. Seasonal employees shall earn vacation credits. However, such persons must be employed six qualifying months before they may use the vacation credits. In order to qualify, such employees must report back for work immediately when operations resume in order to avoid a break in service.
- E. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- F. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
- G. Temporary employees are entitled to accrue annual leave as per law. However, temporary employees must be employed continuously longer than six months in order to use accrued vacation leave credits.
- H. Unused earned annual leave time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
- I. In the event of the death of any employee, unused annual leave time shall be paid to the employee's heir at his/her regular rate of pay providing the form designated by the School District Business Office has been signed and is in the employee's file.
- J. Holidays occurring while an employee is on annual leave will not be charged as annual leave. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.
- K. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and the District, with regard to the best interests of the District as well as the best interests of each employee.
- L. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.
- M. An employee who terminates his/her employment for reasons not reflecting discredit on him/herself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period.
- N. Employees working less than twelve months per year may:
 - 1. Use their annual leave during the school year with agreement between the employee and employer with regard to the best interest of the employer as well as the best interest of the employee, or
 - 2. Receive a payoff for their accumulated annual leave at the end of the school year. This payoff will be for all accumulated annual leave, or
 - 3. Carry annual leave forward as permitted by law.

Annual leave payoffs as outlined in option 2, above, will not be considered time worked.

Section 3. HOLIDAYS

- A. The following shall be days off without loss of pay during the regular work year:

New Year's Day.....	January 1
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving.....	Fourth Friday in November
Christmas Day.....	December 25
Four Working Days.....	Between Christmas & New Year's Day

B. To be eligible for a day, an employee must be in pay status either the last day before or the first day after the holiday. An employee is not eligible to receive holiday benefits if the employee is called back to a seasonal position on the day after a holiday is observed, e.g. Labor Day. Independence Day is available only to those who work at least 80 hours in July and who meet the other qualifications.

Section 4. **BEREAVEMENT LEAVE:** Bereavement Leave for the immediate family, at full salary with no loss of sick leave shall be provided each employee after the approval of the appropriate supervisor. Immediate family will be defined as spouse, child, father, mother, brother, sister, grandparent, grandchild, foster and step relations, guardian, aunts uncles, first cousins and/or in-laws bearing any of these relationships and any person living in the employee's household.

Section 5. **MATERNITY LEAVE:** The beginning and length of maternity leave shall be determined by the employee and her physician, and the Superintendent shall be notified immediately thereafter. When the employee returns from qualified maternity leave, she shall return to her original job or to an equivalent position, and shall receive all benefits accumulated to the point that she left on maternity leave. This provision shall in no way limit the District's rights regarding discharge or layoff based on other reasons.

Section 6. **OTHER LEAVES:** The District reserves the right to add to the lengths and/or benefits of the leaves established herein, and to establish other forms of leave, all at its own discretion and without establishing precedent.

Section 7. **BUSINESS LEAVE:** A maximum of two days per year shall be allowed each employee with permission of the Superintendent or his/her designee, with pay, to attend to business that cannot be accomplished during the time the employee is off duty. Application shall be made using AESOP. The employee shall include a written explanation of the reasons.

Section 8. **APPROVED LEAVE AND INSURANCE COVERAGE:** Employees shall have the option of remaining covered by group insurance plans throughout the period of approved leaves authorized under Item 10, Sections 5 and 6. If the leave constitutes the employee as ineligible for insurance coverage as defined in Item 9, Section 4(D), the cost of such coverage shall be borne by the employee and shall be pre-paid at the beginning of the leave term or on a monthly basis.

Item 11: Seniority, Layoff and Recall

Section 1. **Seniority:** "Seniority" means the length of time an employee has worked for the District since their last date of hire within their classification. The sole seniority calculation shall be based on "classification" or "department" seniority. For those employees normally working full-time, one year of work (school year or calendar year) shall equal one year of seniority. For those working less than full-time, seniority shall be prorated based on the number of days worked. Seniority shall continue to accrue unless an employee is on leave without pay for more than 60 calendar days. Seniority shall be broken if an employee resigns or is properly terminated. An employee shall be considered terminated if he/she has been on layoff status for one calendar year.

Section 2. **Layoff:** When the District decides to reduce staff, the following method shall be used:

Subsection 1. Order of Layoff: Where there is a reduction within a classification, the employee in that classification shall be subject to layoff and placed on layoff status unless the provisions of Subsection 2, below, are applicable. When there are two or more employees in the same classification, the least senior employee working in that classification shall be placed on layoff status. For the purposes of this Article, the three separate "classifications" are:

- A. Building Secretaries / Accounts Payable Specialist
- B. Executive Secretary / HR Specialist / HR Generalist / Payroll Specialist / Student Information Specialist

Subsection 2. Bumping: When an employee is subject to layoff, he/she may bump the least senior employee working in another classification covered by this document, provided the employee subject to layoff was working in that classification for longer than the probationary period, was not transferred by the District because of poor work performance in that classification, and has more seniority than the least senior employee in the other classification and can demonstrate proficiency in the responsibilities of the employee of less seniority. In the event the employee has worked in two or more other classifications and when that creates an option of two or more positions into which the employee may bump, the District shall make the choice. An employee notified in accordance with the provisions of Subsection 3, below, of layoff, shall have five working days to exercise his/her bumping rights by notifying the District in writing of intent to bump, and shall include in that notification the name of the individual he/she intends to bump.

Subsection 3. Notification: The District shall give an employee subject to layoff at least ten working days notice in advance of the effective date of layoff.

Section 3. Recall: When a position opens in a classification covered by this document, the most senior employee on layoff status who has worked for the District in the open classification shall be recalled by certified mail, unless such employee was transferred by the District because of poor work performance in that classification. In which case the next most senior employee who has worked for the District in that classification shall be recalled. All recall rights shall be waived in the event an employee does not return to work within ten calendar days after the mailing of the recall notice, or if the District properly terminates the employee under the provisions of this or other articles of this Agreement.

Section 4. Seniority Roster: In all cases, an employee's seniority and past experience in classifications shall be determined by designation of the seniority roster. Any disagreement over any item listed in the roster shall be handled in accordance with the grievance procedure, including the time limits applicable thereto. However, once an employee's seniority date and experience has been determined by appeal or lack thereof after production of the first roster on which the employee is listed, it shall be considered determined and shall not be subject to appeal.

Section 5. Vacancies: Whenever a newly created or vacant position is to be filled, the District will post a notice of the opening as soon as practicable and such shall remain posted until the deadline for application. The posting shall be in a place normally used to post employee-oriented material and shall state the classification, the general qualifications sought and the deadline for applications.

Section 6. Transfers: Whenever a newly created or vacant position is to be filled, the District first will examine the applications of current employees and then those of external applicants. However, nothing shall be interpreted as a limitation on the District's right to hire or transfer any individual when such is determined by the District to be in its best interest.



IN WITNESS WHEREOF

The parties hereto have expressed their understanding of the provisions of this Policy Statement on this

The ___ Day of _____
FOR: THE EMPLOYER

Jill Rocksund - Board Chair

Dustin Zuffelato- Clerk/Business Manager

ADDENDUM A

WAGE SCALE - SCHOOL YEAR 2025-2026

A. GRADES

Grade 1 - Executive Secretary/HR Specialist/Payroll Specialist/HR Generalist/Student Data Information Specialist/Building Secretary/Accounts Payable Specialist

B. SCHEDULE -- FY 2026

Each step (year) on the salary schedule is increased by a base amount of \$.10 (plus longevity) noted below.

Grade 1 - \$ 21.91

PLACEMENT

1. Initial Placement: Individuals will be placed onto the wage schedule according to number of years they have worked for the District.
2. Movement: Employees will move one step per year, except the District may hold an employee on their current step for poor performance. Such decision is appealable through the grievance procedure.
3. Reassignment: In the event an employee is reassigned to a lower grade for reasons other than discipline, the employee will stay at their current wage until the scale catches up. In the event an employee is reassigned to a higher grade, the employee will be placed on the top in the higher classification according to their years with the District after they serve 90-calendar day probation in the new position.
4. Longevity: After completing five years of service with the District, each employee will have added to their base hourly wage the sum of \$.07 for each year of service to the District since July 1 in the year in which the employee was hired.

ADDENDUM B - GRIEVANCE REPORT FORM

School District No. 6

Grievant: _____

Date of Grievance: _____

STATEMENT OF GRIEVANCE:

A. _____

Contract provision violated: _____

B. _____

Contract provision violated: _____

C. _____

Contract provision violated: _____

(use additional sheets if necessary)

ACTION OR RELIEF REQUESTED: (A, B and C correspond to same above)

A. _____

B. _____

C. _____

Signature of Grievant

Date Given to Superintendent

SUPERINTENDENT'S RESPONSE:

A. _____

B. _____

C. _____

Signature of Superintendent

Date Given to Grievant

GRIEVANT'S RESPONSE:

- A. _____
- B. _____
- C. _____

Signature of Grievant

Date Given to Board Chair

BOARD DECISION:

- A. _____
- B. _____
- C. _____

Signature of Board Chair

Date Given to Grievant

GRIEVANT'S RESPONSE:

- A. _____
- B. _____
- C. _____

Signature of Grievant

Date Given to Board Chair

This grievance over the discharge of a non-probationary employee is being processed to arbitration.

Signature of Association President

Date Given to Board Chair

RENTAL AGREEMENT

THIS AGREEMENT is made by and between School District 6, 501 6th Ave. W., Columbia Falls, Montana, telephone number 892-6550, herein referred to as LANDLORD, and the All Saints' Episcopal Church, 2048 Conn Rd, Columbia Falls, Montana, 59912 telephone number 406-862-2863, herein referred to as TENANT.

The LANDLORD desires to enable the TENANT to provide a meal to members of the community during the evening hours between 5:00 PM and 9:00 PM.

WITNESSETH:

That the LANDLORD, for and in consideration of the rent in the amount stated below, does hereby rent to TENANT, the following facilities within the Canyon Elementary School located at 200 North Street, Hungry Horse, MT 59919.

- Kitchen
- Gym

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

TERM:

The term of the lease shall commence on the **1st day of July, 2025** and end on **June 30, 2026**.

The agreement and use of the building is subject to cancellation upon either party providing a three (3) month written notice to enable the cancellation of the agreement prior to the expiration of the lease term.

RENT:

TENANT shall pay to LANDLORD rent of **\$40 per use**, payable quarterly. Each installment payment shall be due by the 10th of the month following each quarter (Sept 30th, Dec 31st, March 31st, June 30th) to LANDLORD at the following address: Columbia Falls School District, Attn: Business Manager, Box 1259, Columbia Falls, Montana 59912. If for any reason during the term of the lease, the Tenant is unable to utilize the building as a result of the pandemic, the use fee will not apply.

UTILITIES:

LANDLORD shall pay charges for electricity, water, sewer, and heat. TENANT will be responsible for trash removal. Any additional utilities such as telephone and internet will not be provided by the rented premise. In the event that any utility or service is provided to the leased premise, which the TENANT desires, a pro-rated fee will be separately invoiced.

DAILY MAINTENANCE:

TENANT shall be responsible for cleaning the rented premises including the restrooms, gym, general hallways, and kitchen. LANDLORD shall charge an hourly rate of \$25 to conduct custodial work deemed necessary to maintain the building to the equivalent cleanliness level that exists upon the commencement of this agreement. TENANT shall be responsible for removing all trash and associated debris on a daily basis.

INSURANCE:

TENANT shall at its own expense, maintain a policy or policies of comprehensive insurance with respect to the particular activities in the Building with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued by and binding upon an insurance company approved by LANDLORD, name the LANDORD as additional insured, and shall afford the following minimum protections:

\$2,000,000 General Aggregate

\$1,000,000 Personal Injury

\$1,000,000 Each Occurrence

\$50,000 Fire Damage

\$5,000 per occurrence-Medical Payment coverage

TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this Paragraph.

TENANT shall be responsible, at their own expense, for insurance coverage on all its personal property, including removable trade fixtures, located in the leases premises.

ENTRY:

LANDLORD shall have the right to enter upon the rented Premises at reasonable hours to inspect the same, provided LANDLORD shall not thereby unreasonably interfere with TENANT's business on the rented Premises. LANDLORD shall have the right to use the remaining building during the period the TENANT is occupying the building. The TENANT shall keep the building secure if they are the only party utilizing the building. This implies that the building will be locked with the exception to allow patrons to periodically access TENANT's rented premises. The TENANT shall utilize the hallway corridor gates to limit access to the remainder of the building. TENANT will be responsible for any damage occurring while they are the sole occupier of the building. During the term of this agreement, TENANT shall have the non-exclusive use in common with LANDLORD, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by LANDLORD. TENANT shall ensure the school building is secured prior to daily departure. Securing the building includes, but is not limited to shutting off lights, electrical equipment, space heaters, coffee machines, closing windows and locking all the doors. TENANT will be responsible for any damage as a result of failure to secure the building.

USE OF EQUIPMENT:

Only basketball or tennis shoes with light colored soles may be used on gym floors. Buildings and/or Equipment may be used only under the direct management of LANDLORD assigned personnel qualified to use such equipment. LANDLORD will provide tables, chairs, and any cabinets/shelves necessary to conduct TENANT's business that is already on-site as of the commencement of this agreement.

BUILDING RULES:

TENANT will comply with the policies of the District (such as no tobacco use) adopted and altered by LANDLORD from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by LANDLORD to TENANT in writing. There will be no alcoholic beverages brought into or consumed in the school building.

DUTY TO REPAIR:

The LANDLORD shall put the premises into condition fit for use by TENANT by the commencement of this tenancy and shall repair all subsequent dilapidation which may render the premises unsafe or

unusable; provided however, the TENANT agrees to provide an immediate notice to the LANDLORD of any condition requiring repair. TENANT shall be relieved from paying rent and other charges during any portion of the rental term that the rented Premises are inoperable or unfit for occupancy, or use, in whole or in part, for TENANT's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuring payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to TENANT. LANDLORD shall not be responsible to repair or replace any kitchen equipment that is not otherwise used by the LANDLORD in their operation of the School District.

ALTERATION:

TENANT shall not make alterations, additions, or improvements on the premises without first obtaining the consent of the LANDLORD in writing, and at the time any cost therefore should be agreed upon between the parties.

NOTICE:

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord: Columbia Falls School District
Attn: Business Manager
Box 1259
Columbia Falls, MT 59912

Tenant: All Saints' Episcopal Church
2048 Conn Rd
Columbia Falls, Montana 59912

LANDLORD and TENANT shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

6/27/25
Date

BY: Terrance Richardson
Terrance Richardson, Treasurer
All Saints' Episcopal Church
2048 Conn Rd
Columbia Falls, MT 59912

Date

BY: _____
Cory Dziwgo
Superintendent of School District 6
P.O. Box 1259
Columbia Falls, MT 59912

Third AMENDMENT TO LEASE #6478-B
(Amendment Template last revised May 24, 2023)

This Third Amendment to Lease # 6478-B ("Lease") for space in Hungry Horse, Montana is made by and between the State of Montana, Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, Montana, 59601, "Lessee", and Columbia Falls School District, a political subdivision of the State of Montana, 501 6th Avenue West, Columbia Falls, Montana, 59912, "Lessor," each a party and collectively, the parties.

The purpose of this Amendment is to extend the term to June 30, 2026, at the same rate.

The parties agree to amend the Lease as follows (new language underlined, old language interlined):

3. TERM OF LEASE/CONDITION OF PREMISES AT END OF TERM

A. The lease term is year, effective July 1, 2022 through June 30, 2025-2026, unless earlier terminated as provided in sections 12, 13, 17, 18, 20 and 21 or renewed as provided in Section 5.

Except as expressly amended herein, all the terms and conditions of the Lease, including all prior amendments, remain in effect.

PARTIES TO THE AMENDMENT TO LEASE

Lessee

By: _____
Cory Dziowgo, Superintendent
Columbia Falls School District
Date

Lessee

By: _____
Brian M. Gootkin, Director
Montana Department of Corrections
Date

APPROVED BY:

By: _____
Scott McHugh, Senior Leasing Officer
General Services Division Department of Administration
Date

By: _____
Julia W. Swingley, Legal Counsel
Department of Administration
Date

By: _____
Office of Budget and Program Planning
Date

By: _____
Misty Ann Giles, Director
Department of Administration
Date

**Contract No. Contract #PIF24-02
College and Career Pathway**

This Contract is between:

**Office of the Court
Administrator and the 11th
Judicial District Youth
Court Services (State)**

and

**School District #6
(Contractor)**

The parties agree as follows:

1. GENERAL PURPOSE OF CONTRACT

The general purpose of this Contract is to Provide FY 2024 Preventive Incentive Funds (**PIF24**) to the 11th Judicial District Youth Court Services for College and Career Pathway Intervention Services.

2. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide a College and Career Pathway Coordinator to the State to provide the following services:

1. Case management services to support students directly. Responsibilities will include coordinating and delivering advisement sessions designed to guide students in developing success plans that prepare them for post-secondary life. The Coordinator will also be responsible for establishing ~~mesuraable~~ measurable outcomes to help students understand their academic and program expectations. Each student will receive case management services to ensure consistent support, improved communication among staff, and all student needs are effectively addressed.
2. Education Intervention will provide targeted support offered to freshmen and sophomores identified as at-risk. These students will be placed in a Learning Strategies class that focuses on equipping them with skills to succeed in the classroom. Instruction will include adaptive strategies aligned with the educational goals outlined in the case management plans.
3. Students will have access to work-study, internship, and job-shadow opportunities. The program will assist them in exploring career pathways, and they will receive coaching and supervision while participating in real-world experiences.

Referrals to the program will be made by school administrators, and Youth Court Services. Students may be referred based on academic concerns, involvement with the juvenile justice system, and behavioral issues.

(The remainder of this page is intentionally left blank)

3. CONTRACT TERM

3.1. Initial Term

The initial term is for a period of 1 year. The effective date is 7/1/25, and the termination date is 6/30/26, unless terminated earlier or extended in accordance with this Contract.

3.2. Contract Renewal- RESERVED

3.3. Total Duration of Contract- RESERVED

4. PROCUREMENT

The procurement mechanism is:

<input type="checkbox"/>	Request for Proposal #	<input type="checkbox"/>	Invitation for Bid
<input type="checkbox"/>	Cooperative Contract	<input type="checkbox"/>	Sole Source
<input type="checkbox"/>	Limited Solicitation	<input checked="" type="checkbox"/>	Exemption

5. CONTRACT VALUE FOR INITIAL TERM

Total payment under this contract may not exceed \$58,881.

5.1 Cost Adjustments-RESERVED

6. CONTRACT MANAGERS AND NOTICES

6.1. Service Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

State's Liaison

Nick Nyman
920 S Main St
Kalispell, MT 59901
(406) 758-5547
nnyman@mt.gov

Contractors Liaison

Cory Dziowgo
PO Box 1259
Columbia Falls, MT 59912
(406) 892-6550 ext 1420
C_dziowgo@cfmthschools.net

6.2. Contract Managers State's Contract Manager identified below is State's single point of contact and shall perform all contract management under 2-17-512, MCA, on State's behalf. The listed Contract Managers serve as primary contacts between the parties regarding compliance with or other issues arising under this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the appropriate Contract Manager.

State's Contract Manager

Brenda Taylor
PO Box 203002
Helena, MT 59620-3002

Contractors Contract Manager

Cory Dziowgo
PO Box 1259
Columbia Falls, MT 59912

A party may change its Contract Manager's information listed in this section by providing notice to the other party's Contract Manager.

6.3. Notice

Any notices or communications required or permitted to be given by this Contract must be provided in writing to the recipient in the manner required by this Contract in one of the following ways: personal delivery; prepaid, certified mail; overnight courier; or electronic mail.

6.4. Receipt of Notice

Notice is deemed given on the day it is personally delivered or delivered by overnight courier or on the day the recipient confirmed receipt if delivered by certified mail. If notice is provided by email, notice is deemed given on the date the email was sent. If the sender receives a message that delivery was unsuccessful, the sender must use another means of notice allowed by Section 6.2, Notice.

7. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

7.1. Contract

The following are incorporated by reference into this Contract.

1. This Contract
2. Exhibit A: State Terms and Conditions

7.2. Order of Precedence

The documents referenced in Section 7.1, Contract will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Only those Contractor terms and conditions that are expressly accepted by the State and included in this Contract or that are listed as an Exhibit or Attachment in Section 7.1 will apply to this Contract.

7.3. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

(The remainder of this page is intentionally left blank)

8. SIGNATURES

The parties through their authorized agents signed this Contract on the dates set out below. The undersigned are authorized to bind their respective parties.

11th Judicial District Youth Probation Office
830 S Main St.
Kalispell, MT 59901

School District #6
PO Box 1259
Columbia Falls, MT 59912

BY: _____
Nick Nyman, Chief JPO

BY: _____
Cory Dziowgo, Superintendent

DATE: _____

DATE: _____

STATE OF MONTANA
OFFICE OF THE COURT ADMINISTRATOR
PO Box 203005
Helena, MT 59601

BY: _____
Dave McAlpin, Court Administrator

DATE: _____

DRAFT

Court Administrator: _____ Date: _____

**Exhibit A
State's Terms and Conditions**

The following terms and conditions govern this Contract.

1. STANDARD OF CARE

Contractor shall perform (or cause to be performed) its duties in this Contract in a competent manner.

2. CONSIDERATION/PAYMENT

State shall pay Contractor according to the following schedule:

Education Intervention: approximately 383 sessions (30-50 minutes each) up to 2 sessions a day. Session cost \$37.60 per session.

Case Management: a minimum of 3 students/section (session), 5 sections (sessions)/school day. 5 sections (sessions) (30-50 minutes)/day. There will be approximately 900 sessions at a rate not to exceed \$37.60 per session.

Work-study, Student Internship and Job Shadow Experiences: approximately 322 hours at \$33.00 per hour.

The Contractor shall submit a monthly invoice to the 11th Judicial District Youth Court for approval indicating type of services provided, number and names of youth served, cost per service, and total cost. State may not be obligated to pay if invoices are submitted past 30-days.

2.1 Withholding Payments

If Contractor fails to comply with its duties in this Contract, State may, with a 30-day written notice, withhold all or a portion of payment related to Contractor's non-compliance without penalty or work stoppage by Contractor, until Contractor cures its noncompliance and performs to State's satisfaction.

2.2 Payment Terms

Invoices are due the first business day of each month. Contractor shall provide banking information within 10 business days after the Effective Date to facilitate State's electronic funds transfer payments of fees.

2.3 Reference to Contract

The Contract number must appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice. **PIF24-02**

3. TAXES

Contractor shall pay all property and sales taxes, if any.

4. WARRANTIES

4.1 Warranty of Services

Contractor warrants that the services provided conform to the Contract

requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. RECORD ACCESS AND RETENTION

5.1 Access to Records

Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to audit for Contract compliance. State may terminate this Contract, without incurring liability, for Contractor's refusal to allow access. (18-1-118, MCA.)

5.2 Retention Period

Contractor shall retain all records related to this Contract for 8 years following the termination or expiration of this Contract.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

6.1 Consent Required to Assign, Transfer or Subcontract

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA.) Any assignment, transfer, or subcontracting of Contractor's rights or duties does not relieve Contractor from compliance with its duties in this Contract.

6.2 Contractor Responsible for Subcontractors

Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

7. COMPLIANCE WITH LAWS

7.1 Contractor Lawful

In performing its duties in this Contract, Contractor shall comply with all applicable federal, state, or local laws, rules, ordinances, and executive orders.

7.2 Contractor is Employer

Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119).

7.3 Nondiscriminatory Practices

In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that:

- a. the hiring of persons to fulfill Contractor's duties in this Contract

will be made based on merit and qualifications;

- b. there will be no discrimination based on race, color, sex, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract; and
- c. any subcontracting is subject to this section.

7.4 CONTRACTOR REGISTRATION

The Contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, prior to contract execution. The State cannot execute a contract for construction to a Contractor who is not registered (39-9-401, MCA).

Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over \$80,000 is being performed, to withhold 1% of all payments and to transmit such monies to the Department of Revenue.

7.5 DISABILITY ACCOMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

7.6 REGISTRATION WITH SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

7.7 Nondiscrimination Against Firearms Entities/Trade Associations

Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA.

- 8. **PREVAILING WAGE REQUIREMENTS-RESERVED**
- 9. **INTELLECTUAL PROPERTY/OWNERSHIP - RESERVED**
- 10. **CHOICE OF LAW, VENUE, AND SOVEREIGNTY**

This Contract will be governed and interpreted according to Montana law. The parties agree that any litigation concerning this Contract will be brought only in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise stated in this Contract. Nothing in this Contract will be construed as a waiver by State of its sovereignty or governmental immunity.

11. **DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

11.1 **Indemnities by Contractor**

Contractor, at its sole cost and expense, shall defend, indemnify and hold harmless State, the contracting agency, and their officers, officials, directors, agents, employees, volunteers, successors, assignees, or designees from any and all liability, actions, claims, demands, causes of actions, judgments, suits, settlements, penalties, and fines (Claims), and all related costs, court costs, attorney fees, expert fees, and other expenses, arising out of, resulting from, or related to:

- a. Any acts or omissions of Contractor, its employees, subcontractors, assignees, or third-party providers in or in connection with the execution or performance of the Contract and any statement of work or purchase order issued under the Contract, except when the sole negligence is that of State;
- b. Any and all third-party Claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in or in connection with the execution or performance of the Contract and any statement of work or purchase orders issued under the Contract; and
- c. Tax liability, unemployment insurance, workers' compensation, or expectations of benefits owed by Contractor, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any statement of work or purchase orders issued under the Contract.

11.2 **Coordination of Defense**

State shall give Contractor prompt notice of any Claim, and at Contractor's expense, State shall cooperate in the defense of the Claim. Contractor acknowledges that under Montana law, the Montana Attorney General may participate in an action involving State.

11.3 **State Reimbursement**

If Contractor fails to comply with its defense obligations under this section, State may undertake its own defense. If State undertakes its own defense, Contractor shall reimburse State for all costs to State resulting from: (A) settlements, judgments, losses, damages, liabilities, and penalties, fines; and (B) defense of any Claim, including but not limited to attorney fees, court costs, and the costs of investigation, discovery, and experts.

12. REQUIRED INSURANCE

12.1 General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connection with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by any negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

12.2 Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute with it.

12.3 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

12.4 Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Office of the Court Administrator, P.O. Box 203002, Helena, MT 59620-3002. The certificates must name the State of Montana as certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

12.5 Commercial General Liability

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right to subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insureds for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

12.6 Compliance With Workers' Compensation Act

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to Office of the Court Administrator, PO Box 203002, Helena, MT 59620-3002.

13. CONTRACT PERFORMANCE SECURITY – ALL FORMS ACCEPTED RESERVED

14. CONTRACT TERMINATION

14.1 Termination for Cause with Notice to Cure Requirement

Either party may terminate this Contract for the other's failure to perform any of its duties under this Contract after giving written notice of the failure to the other. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

14.2 Termination for Convenience

State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of termination. State will pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State is not liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

(The remainder of this page is intentionally left blank)

14.3 Reduction of Funding

State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA.) If State or federal government funds are not appropriated or otherwise made available through State's budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination will take effect. State is liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State is not liable to Contractor for any other payments or damages arising from termination, including but not limited to general, special, or consequential damages such as lost profits or revenues.

14.4 Terrorism, Suspension or Debarment, or Otherwise Ineligible

State has the absolute right to terminate the Contract, with 3 days written notice, and without recourse in the following circumstances:

- a. Contractor is listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control;
- b. Contractor is suspended or debarred from doing business with the federal government as listed in the System for Award Management maintained by the General Services Administration;
- c. Contractor violates a state or federal law or local ordinance applicable to Contractor's duties in this Contract;
- d. Contractor is the subject of voluntary or involuntary bankruptcy or receivership proceedings; or
- e. Contractor is found to be ineligible to hold the Contract under the laws of State.

15. TRANSITION ASSISTANCE

15.1 Transfer of Duties

Upon Contract termination or nonrenewal at the end of the term, Contractor shall work cooperatively with its successor, State or other third party to facilitate an orderly transfer of Contractor's duties and obligations.

15.2 Transfer Period

Contractor shall assist State with the transfer of its duties for a mutually agreed transition period following termination or expiration of this Contract.

15.3 Payment

State shall pay for any resources utilized in performing such transition assistance at the most current Contract rates for transition assistance. Such fees are State's sole obligation to Contractor for transition assistance.

15.4 Records

Upon request and at no cost to State, Contractor shall deliver to State copies of procedures, processes, data files, and other work product developed by Contractor to support delivery of services under this Contract. Documentation must be provided in the format requested by State (hard copy or electronic).

15.5 Event of Breach by Contractor

Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- i. Products or services furnished fail to conform to any requirement;
- ii. Failure to submit any report required by this Contract;
- iii. Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching Section 18, Contract Management, obligations; or
- iv. Voluntary or involuntary bankruptcy or receivership.

15.6 Event of Breach by State

State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

15.7 Action in Event of Breach

Upon Contractor's material breach, State may:

- a. Terminate this Contract under Section 14.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- b. Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- a. Terminate this Contract under Section 14.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- b. Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

15.8 Offset of Costs

If State terminates this Contract for breach, State may offset the cost of Contractor's transition assistance with any amounts paid by State to mitigate damages resulting from Contractor's breach.

(The remainder of this page is intentionally left blank)

16. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this Contract due to a Force Majeure Event. "Force Majeure Event" includes events or circumstances that prevent or delay a party's performance and that are beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. A Force Majeure Event does not include labor unrest, price increases, or changes in general economic conditions. If a Force Majeure Event continues for 30 days, the other party may terminate this Contract or suspend payment while the event continues.

17. WAIVER

State's failure to complain of any act or omission on the part of Contractor, no matter how long the same may continue, may not be deemed to be a waiver by State of any of its rights hereunder.

No waiver by State of satisfaction of condition or nonperformance of an obligation under this Contract will be effective unless it is in writing and signed by State's authorized representative.

18. CONTRACT MANAGEMENT

At no additional cost to State, Contractor shall meet with State representatives to resolve technical or Contract problems occurring during the Contract term or to discuss the progress made by Contractor and State in compliance with their respective obligations. State may request the meetings as problems arise, and State will coordinate the meetings. State shall provide Contractor prior notice of meeting date, time, and location.

19. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal, and void will not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

20. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeree objects, in writing, to State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units. However, State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.

21. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

(The remainder of this page is intentionally left blank)



RE: Interquest Detection Services for 2025-26

May 7, 2025

Dear Client,

Thank you for allowing us to provide canine inspections for you this school year. We enjoy our ongoing relationships with you, your staff, and your students. Interquest Detection Canines has served clients in this area for nearly 30 years. **Please keep in mind that we do not charge for contracted visits that are not fulfilled.** We would like to have contracts to start building a service calendar as soon as possible.

Input from our clients indicates that using the Interquest program has served as a deterrent, helping to limit the presence of contraband on school campuses. The educational value of periodic canine demonstrations and inspections creates a positive awareness, prompting students and adults to make good choices that enhance campus safety.

Unfortunately, we noted an increased presence of alcohol in our schools this year, while THC continued its prevalence in schools across our region. Storm has located 3 loaded weapons in cars on school property in the last 45 days.

The attached service agreement reflects your current number of inspections. Please sign and return the 25-26 contract by email or mail at your earliest convenience.

Thanks again for allowing us to serve you.

Regards,

Beth Kendall
Beth Kendall

Interquest Detection Canines Montana Branch

406-673-7925

National Headquarters
21900 Tomball Parkway
Houston, Texas 77070
1-800-481-7768

Interquest Detection Canines of Montana
Beth Kendall
PO Box 62
Joplin, Montana 59531

INTERQUEST DETECTION CANINES

Columbia Falls Public Schools

This shall serve as an agreement by and between INTERQUEST DETECTION CANINES and the DISTRICT for substance awareness and detection services for the period of August 2025 through July 2026.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students/ employees and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety education. It is also recommended that the DISTRICT publicly state that it has a service agreement with Interquest Detection Canines to provide random contraband inspections on its campus.

INTERQUEST shall provide contraband inspection service utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT conducting such inspections. Communal areas, lockers, gym areas, classrooms, parking lots (vehicles), grounds and other selected areas as directed by the DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide presumptive identification of the drug.

INTERQUEST agrees to provide # 6 *half-days /*full-days visits during the contract period. The service rate is \$400.00 per half-day (2.5 hrs + paperwork time) – or \$700.00 per full-day (5 hrs + paperwork time) inspection during the contract period. The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Multiple canine teams will be charged on a per-team basis.

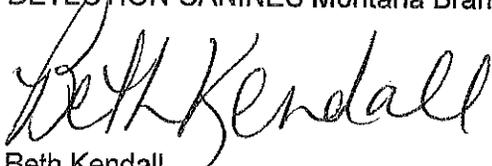
INTERQUEST will invoice for service to the DISTRICT'S business office during or end of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The DISTRICT will provide a school calendar indicating dates that are inappropriate for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required.

INTERQUEST
DETECTION CANINES Montana Branch

FOR THE SCHOOL:



Beth Kendall
Franchise Owner
(406) 673-7925

(Administrator Signature)

Date _____

SPECIAL SERVICES

COLUMBIA FALLS School District# 6 Columbia Falls, Montana 59912 SPEECH-LANGUAGE PATHOLOGIST CONTRACT

This agreement is made as of the 24th of June, 2025, by and between Columbia Falls School District and Brandi Bohn, certified Speech Language Pathologist. This contract shall become effective beginning August 25th, 2025 and remain in effect through June 12th, 2026.

IT IS AGREED TO AS FOLLOWS:

1. Brandi Bohn shall provide the District with the services of a Speech-Language Pathologist within the realm of her expertise and licensure. It is understood that Brandi Bohn is licensed by the State of Montana. Both parties recognize Brandi Bohn as an independent contractor providing these services.
2. It is agreed that Brandi Bohn will be responsible for maintaining pathologist's malpractice liability insurance, workers' compensation insurance, all other similar employee insurance coverage, tax deductions and benefits.
3. Prior to the Effective Date, Brandi Bohn shall provide a copy of a current Independent Contractor Exemption Certificate issued by the Montana Department of Labor, a copy of current malpractice liability coverage, a completed W-9 tax form and a copy of a current State License (collectively, the "Required Documents") to the District. If any of the Required Documents are renewed during the contract period, updated copies must be provided to the District.
4. From the Effective Contract date, the District shall compensate Brandi Bohn at a rate of \$70.00 per hour for any and all training hours required in connection with this contract. Compensation for any training hours accrued before the Effective Date may be disbursed with the initial payment made in accordance with Section 8.
5. From the Effective Date, the District shall compensate Brandi Bohn at a rate of \$70.00 per hour for the combined services of Speech Therapy and Documentation Preparation. Brandi Bohn shall have the right to work up to twenty-eight (28) hours per week starting from the Effective Date, until June 12th, 2026. These hours must be completed during student instruction days; however, Brandi Bohn shall have the flexibility to work these hours either on the Premises or remotely. It is acknowledged that any hours exceeding the specified twenty-eight (28) hours per week (the "Additional Hours") must receive prior written approval from the Director of Special Services. Absent such pre-approval, no compensation will be granted for any Additional Hours worked.
6. Brandi Bohn shall be responsible for her transportation to and from 1500 12th Ave W, Columbia Falls, MT 59912 (Ruder Elementary School) and insurance costs.
7. From the Effective Date, Brandi Bohn shall submit to the Director of Special Services

an invoice by the 5th of each month following services indicating the hours served. The District shall remit payment to Brandi Bohn no later than the 25th of each month following services.

8. It is further expressly understood and agreed that Brandi Bohn shall ensure that the Speech Therapy is provided in accordance with each students Individualized Education Program (IEP) and she shall prepare all documentation appropriate to the practice of speech and language pathologist in the school setting (the "Documentation Preparation"), comply with confidentiality standards, school district policy and the Family Educational Rights and Privacy.

9. This contract shall remain in effect through the duration of the contract unless terminated by either party by providing thirty (30) days advance written notice to the other party.

Dated this 24th day of June, 2025

Brandi Bohn

Brandi Bohn, SLP

Jill Rocksund, S.D. #6 Board Chairman

Dustin Zuffelato, Clerk

MONTANA HIGH SCHOOL ASSOCIATION

1 South Dakota St.
Helena, MT 59601

Lea # 26055

Annual Dues Application and Fees Remittance Form

Columbia Falls

High School of Columbia Falls

Montana,

hereby makes application for membership in the Montana High School Association (MHSA) for the school year **2025-26** in accordance with Article 1, Section (1) of the MHSA By-Laws, and appoints the Association as its representative in interscholastic activities for the current school year. The Board of Trustees adopts and agrees to comply with the rules and regulations of the MHSA as presently contained in its official MHSA Handbook, and acknowledge receipt of a copy of such handbook in effect. It is understood that each member school is entitled to one vote on any resolution presented to the Association membership. A resolution adopted by the Board and inserted in the minutes of a meeting of the Board on the date below directs the chairperson of the Board of Trustees to remit to the Association the yearly membership fees. If the school is registering for an activity in which the school district did not participate the previous year and did not request sanctioning for this activity in writing, students will not be permitted to compete in MHSA post-season contests, other than activities which are not assigned to districts and/or divisions. (Rules and Regulations, Sections 14 and 16). **Send payment to MHSA, 1 South Dakota St, Helena, MT 59601 by July 15, 2025.**

In the chart mark an "X" to the left of the activities in which your school wishes to participate.

BOYS ²⁶⁰⁴ _{Re D # 5787}		GIRLS		COMBINED ACTIVITIES	
<input checked="" type="checkbox"/>	Baseball - Activity Act.	<input checked="" type="checkbox"/>	Basketball	<input checked="" type="checkbox"/>	Band
<input checked="" type="checkbox"/>	Basketball	<input checked="" type="checkbox"/>	Cross Country	<input checked="" type="checkbox"/>	Chorus
<input checked="" type="checkbox"/>	Cross Country	<input checked="" type="checkbox"/>	Flag Football	<input type="checkbox"/>	Drama
<input checked="" type="checkbox"/>	Football	<input checked="" type="checkbox"/>	Golf	<input type="checkbox"/>	Orchestra
<input checked="" type="checkbox"/>	Golf	<input checked="" type="checkbox"/>	Soccer	<input checked="" type="checkbox"/>	Speech
<input checked="" type="checkbox"/>	Soccer	<input checked="" type="checkbox"/>	Softball		
<input checked="" type="checkbox"/>	Swimming	<input checked="" type="checkbox"/>	Swimming		
<input checked="" type="checkbox"/>	Tennis	<input checked="" type="checkbox"/>	Tennis		
<input checked="" type="checkbox"/>	Track	<input checked="" type="checkbox"/>	Track		
<input checked="" type="checkbox"/>	Wrestling	<input checked="" type="checkbox"/>	Volleyball		
		<input checked="" type="checkbox"/>	Wrestling		
10	<< # TOTAL BOYS SPORTS OFFERED	10	<< # TOTAL GIRLS SPORTS OFFERED	3	<< # TOTAL COMBINED ACTIVITIES OFFERED

TOTAL NO. OF ACTIVITIES (BOYS, GIRLS, & COMBINED) 22 @ \$250.00 = \$ 5500.00

Remit this amount to the MHSA office by July 15th and include an ORIGINAL SIGNED FORM

Signed/Dated: Jim Robinson
Chair / Board of Trustees 6/24/25

Signed/Dated: [Signature]
Superintendent or Principal 6/24/25

For MHSA Use Only:

Date Received: _____ Amount Received: _____

Check No. _____ Late Fee: _____

Total Amount Received: _____

- 61 -

MONTANA HIGH SCHOOL ASSOCIATION

1 South Dakota St.
Helena, MT 59601
(406) 442-6010

Rec # 26052

LIABILITY CATASTROPHE PLAN REMITTANCE FORM

We have enclosed our remittance in the amount of \$ 836.00 based on the HIGH SCHOOL ENROLLMENT (schedule below) to cover our school's share of the Liability Catastrophe Plan insurance premium for **2025-26**.

School Columbia Falls High School
Date May 1, 2025
Signed [Signature]

High School Enrollment (Grades 9-12) as of FALL REPORT TO OPI, 2024

<u>Enrollment</u>	<u>Premium</u>
0-40	\$206.00
41-110	\$302.00
111-200	\$381.00
201-300	\$503.00
301-400	\$625.00
401-800	\$836.00
801+	\$1,339.00

You must use your high school enrollment per your FALL, 2024 report to OPI or for private schools, use your enrollment as of November 1, 2024.

PLEASE RETURN THIS SIGNED FORM AND YOUR PAYMENT BY JULY 15, 2025.

For MHSA Use Only

Date Received: _____

Premium: _____

Check No: _____ Late Fee _____

MONTANA HIGH SCHOOL ASSOCIATION
1 South Dakota St.
Helena, MT 59601
(406) 442-6010

Realt 26052

CONCUSSION INSURANCE REMITTANCE FORM

We have enclosed our remittance in the amount of \$ 191.00 based on the **HIGH SCHOOL ENROLLMENT** (schedule below) to cover our school's share of Concussion Insurance premium for 2025-26.

School Columbia Falls High School
Date May 1, 2025
Signed [Signature]

High School Enrollment (Grades 9-12) as of FALL REPORT TO OPI, 2024

<u>Enrollment</u>	<u>Premium</u>
0-40	\$41.00
41-110	\$66.00
111-200	\$121.00
201-300	\$141.00
301-400	\$171.00
401-800	\$191.00
801+	\$226.00

You must use your high school enrollment per your FALL, 2024 report to OPI or for private schools, use your enrollment as of November 1, 2024.

PLEASE RETURN THIS SIGNED FORM AND YOUR PAYMENT BY JULY 15, 2025.

For MHS A Use Only

Date Received: _____
Premium: _____
Check No: _____ Late Fee: _____