

AGENDA
Board of Trustees
Columbia Falls School District Six
Regular Board Meeting
Monday, July 13, 2026
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.**
 1. Approval of the April Board Meeting Minutes – Pgs. 1-7
 2. Approval of June Bills
 3. Approval of Investment Reports
 4. Out of District Students:
27-155 27-156 27-157
- 5. Public Participation**
- 6. Reports**
 1. Written
 - Board Standing Committees –See website for reports
 2. Verbal
 - MTSBA Update – Barb Riley
 - Clerk / Business Manager – Dustin Zuffelato – Pgs. 8-9
 - Superintendent – Cory Dziowgo
 - Board Chair – Jill Rocksund
- 7. Action/Discussion Items:**
 - a) Review/discussion of the FY 2026 budget to actual comparison.
 - b) Canyon Elementary Building Use Committee Recommendations:
 - All Saints Episcopal Church Use Agreement FY 26-27 – Pgs. 10-12
 - Greater Valley Health Use Agreement – FY 26-27 – Pgs. 13-17
 - Flathead Food Bank Agreement – Pgs. 18-21
 - c) Consideration of the MOU between SD #6 and Columbia Falls Baseball Association. – Pgs. 22-24
 - d) Consideration of the establishment of Expendable Private Purpose Trust Fund 285 – Tommy Church and Class of 2005 Memorial Scholarship Account. – Pgs. 25-26
 - e) Consideration of Montana Quality Education Coalition membership for SY 26-27. – Pg. 27
 - f) Consideration of the 26-27 school year Policy Statement. – Pg. 28-40
 - g) Consideration to establish a Glacier Bank Account – Flexible Benefits Plan. – Pgs. 41-49
 - h) Consideration to establish a Glacier Bank Insured Cash Sweep Account – Student Activity. - Pgs. 50-54
 - i) Consideration of the numbering change of policy #8500 – Contracts with Third Parties Affecting Student Records to #8505 on first and final reading.
 - j) Consideration of the addition to policy #2165 –*Early Targeted Learning* on 1st and final reading. - Pg. 55
 - k) Consideration of adding new policy #8550 – *Cyber Incident Response* on 1st and final reading. – Pgs. 56-57
 - l) Consideration of the addition of a new Policy 3550 – *Student Clubs* on 3rd of 3 readings. – Pgs.- 58-60
 - m) Consideration of adding Form 3550-NF(1) – *Student Clubs – School District Student Club Application* on 3rd of three readings. – Pgs. 61-62

- n) Consideration of the Special Services Program Narrative to address the requirements of 34CFR 200.201 of IDEA. – Pgs. 63-85
- o) Consideration of the 2026 MTSBA Membership Electronic Vote. – Pgs. 86-88

8. Personnel

a. The superintendent has accepted the following resignations:

Lauren Shinkle	Special Education Paraeducator – Junior High – end of SY 25-26
John Cox	Science Teacher – Junior High – end of SY 25-26
Angela Tamburelli	Family Advocate – Glacier Gateway – end of SY 25-26
Aaron Fredenburg-Brimage	Custodian – June 12, 2026
Kelly Houle	Assistant Track Coach – end of SY 25-26
Jeanette Price	English Teacher – High School – end of SY 25-26

b. Consideration of the Elementary Hiring Recommendations:

Ashley Myett	Volleyball Coach – Junior High
Brady Wassam	Football Coach – Junior High
Kevin Redfield	Cross Country Coach – Junior High
Rhonda Thornberry	JH Special Education Paraeducator
Tricia Kenney	Special Education Teacher – Ruder Elementary
Amanda Wood	Kindergarten Para – Glacier Gateway
Kala Gilley	Pre-K Paraeducator – Glacier Gateway

c. Consideration of the following High School / District-wide Hiring Recommendations:

Courtney Stuhler	Health Aide – High School and Ruder Elementary
Mariah Olson	Cook / Baker
Samantha Popejoy	Custodian
Yasmin Celis	Custodian
Caleb Baumann	Math Teacher – High School
Adam Blevins	Business Teacher – High School
Ross Lingle	.5 Lead Teacher – High School
Manalo Victor	Prom and Graduation sets – High School

d. Summer Temporary Hires

Caleb Preiss	Painter – Ruder - Elementary
Jacob Babcock	Summer Weight Room Supervisor

e. Consideration of the Elementary winter extra duty hires for SY 26-27. – Pg. 89

f. Consideration of the High School winter extra duty hires for SY 26-27. – Pg. 90

g. Consideration of the following travel request:

- **Michelle Swank**
Council of Administrators of Special Education National Conference 2026
November 10-13, 2026
Hotel, registration and travel expenses reimbursed by SAM / MCASE

9. Miscellaneous and Future Planning:

10. Adjournment

**The next Regular Board Meeting will be held at 6:00 p.m.,
Monday, August 17, 2026, in the School District Six Board Room**

REGULAR MEETING
BOARD OF TRUSTEES
SCHOOL DISTRICT #6
APRIL 13, 2026

Unofficial

The Regular Meeting of the Board of Trustees of School District Six was held at 6:00 P.M., Monday, April 13, 2026, in the Boardroom of the administration offices at 501 Sixth Avenue West, Columbia Falls, Montana.

PRESENT:

Jill Rocksund..... Board Chair
Barbara Riley Vice Chair
Megan Upton..... Trustee
Justin Cheff..... Trustee
Keri Hill Trustee
Heather Mumby Trustee
Wayne Jacobsmeyer..... Trustee
Casey Huepel Trustee
Cory Dziowgo Superintendent of Schools
Dustin Zuffelato Business Manager/ Clerk

Call to order at 6:00 P.M. by Board Chair Rocksund.

CALL TO ORDER

Motion by Heupel, second by Upton, to approve the agenda as presented.
Passed 8-0.

APPROVE AGENDA

Motion by Cheff, second by Pacheco, to approve the consent agenda with a correction made to the March 30th minutes, changing 20-001 to 26-001.

APPROVE CONSENT
AGENDA

- Approval of Board Meeting Minutes.
- Approval of March Bills.
- Approval of Investment Reports
- Budget Transfer request
- Money transferred out of student activity funds 126, 107, and 118 deposited into fund 129.
- Out-of-District Approval
 - o 26-211

Passed 8-0.

Public Participation:

PUBLIC
PARTICIPATION:

Approximately ten (10) people participated in the meeting remotely via Google Meets.
Approximately twenty-three (23) people participated in person.

Student Body Representatives Greyson Pfeifle and Chloe Kinsella shared past, present, and future events happening at the High school. The student counsel had a successful blood drive with many volunteers donating blood, there have been changes to the morning announcements opening the opportunity up to more students to participate, and the counsel will be re-opening the student store offering school supplies and snacks. Mr. Pfeifle shared that the spring sports are in the middle of the season and there have been some field trips with a cadaver lab at FVCC and hiking in Glacier National Park. During Bleed Blue week over five hundred Bleed Blue tickets were earned giving the students extra lunch time. Also shared was that prom was a huge success on April 4th. Upcoming events are the sports wrapping up their seasons at the end of May and graduation coming up June 6, 2026.

REGULAR MEETING

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REPORTS:

Written Reports:

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

The Elementary School Principals (Penni Anello, Allison Hawes, and Ted Miller) 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.

Verbal Reports:

Trustee 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 attended the spring MTSBA meetings last week in Whitefish. The group worked on the strategic planning process and reviewed all member surveys that had been submitted. They are applying some of the results from the surveys to the work plan, as well as getting ready for the membership meeting in June. The Montana School Board Association is celebrating one hundred years in service and are inviting current and past board members to the celebration. Mrs. Riley also shared that Bridged Health Alliance will be having another meeting in the following weeks. Open enrollment will start May 4 and end June 5, 2026. Medical ID cards are to be out in the mail on June 20 for implementation of July 1, 2026.

District Business Manager/Clerk provided the Board with a written report. Mr. Zuffelato reminded the Board that trustee election ballots will be mailed out on April 17 and are due by May 5, 2026. Members of the business office will be at the election office the night of the fifth to get results as they happen. Ballots can be dropped off at the business office during working hours and on the day of election the office will be open until 8:00 P.M. Mr. Zuffelato shared that the District had executed some different service agreements through the E-rate program which provides internet connectivity and a wide area network through the schools. The E-rate program offers a ninety percent discount on services, but also, through the bid process, the base prices were reduced from what the District was paying previously resulting in significant savings.

Superintendent Cory Dziowgo shared that the Student Advisory Counsel will meet on the upcoming Thursday, with lunch from Chick fil-A. The principals have been taking actions on some of the topic discussions from previous meetings. Mr. Dziowgo talked about the District's endeavor into social media with a page on both Facebook and Instagram. There will be an invite to staff and students to be part of helping to create the content. All posts will go through the same monitoring system called *Class Intercom*, which will provide trainings and end-of-the-year reports that can be printed to help students with possible future employment. The purpose of social media is to help tell the District's story and share with the community what is happening at the schools of School District 6.

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

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Action/Discussion Items:

ACTION /
DISCUSSION ITEMS

Pre-kindergarten - Early learning data was shared by Kristy Orem and Penni Anello from Glacier Gateway Elementary. The last presentation was in November and the discussion was around eligibility. Today's focus is on the data, sharing the progress of students from the assessment conducted in January. Parent/teacher conferences were also held in January sharing how the students are performing and where they should be by the last assessment in May. Using the information and survey results from parents, Mrs. Orem and Mrs. Anello are planning changes for next school year. The class will also be piloting a new program, *Read It Again*, designed for Pre-K curriculum.

UK/Ireland High School trip presentation was conducted by teacher Willow Moran and high school students. The group visited the UK, Wales and Ireland over spring break in March. Mrs. Moran shared photos, the experience of traveling with another school from Indiana, and the history of the sites seen.

Motion by Mumby, second by Heupel, to approve the proposed class trip to Greece in the spring of 2028.

MOTION TO APPROVE
THE CLASS TRIP TO
GREECE IN SPRING
OF 2028

High School teacher Willow Moran presented a trip for students to Greece during spring break in 2028. The group will go through the company Education First.

Public comment was requested and there was none.

Passed 8-0.

Motion by Riley, second by Mumby, to approve the Fiscal Year 2025 Audit Report.

MOTION TO APPROVE
FY 2025 AUDIT REPORT

Board Chair Rocksund shared that she was able to attend the exit interview and was impressed with Dustin Zuffelato and the Business Office Staff for the favorable audit.

Public comment was requested and there was none.

Passed 8-0.

Update of the High School Facility Bond Project was presented by Cory Dziowgo. Mr. Dziowgo recapped the April 8th community meeting and shared the updated project website with all the information possible. The new budget for the entire project is \$75.9 million dollars and the tax impact is 83.99 mills. Mr. Dziowgo shared that not all the funds will be needed at once and will be split in two phases. Phase one is approximately \$50 million dollars and will affect a home worth \$600 thousand with added taxes of \$275 dollars per year. Phase two is an additional \$25.9 million dollars, increasing the same house another \$134 dollars for a total of \$409 dollars per year. The hope is that more individuals will move into the area, spreading the project total among more houses and decreasing the \$406 dollars on the example \$600k market value house. The project website CFHSbond.org will be up and running soon.

HS FACILITY BOND
PROJECT UPDATE

Vice Chair Barb Riley would like to see the cost savings that may happen on the utilities if the bond passes. With new windows and no curtain wall, the classrooms will stay cooler in the hot weather and warmer in the colder weather taking some pressure off the HVAC system. There also should be some savings on the property insurance with a new sprinkler system.

Dustin Zuffelato shared the timeline for the election. The District is trying to stay away from the general election in November 2026, and the election office has accepted an election date of September 29, 2026. Ballots will go out the first week of September, right after Labor Day. The resolutions will need to be reviewed and voted on in April to keep the momentum going before the end of the school year.

REGULAR MEETING

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P. GE 4

2026 APR 13 PM 4:00

Public comment was requested and there was none.

MOTION TO APPROVE
THE CANCELLATION
OF MARCH 12, 2026
SCHOOL DAY DUE TO
INCLEMENT WEATHER

Motion by Mumby, second by Pacheco, to approve the cancellation of March 12, 2026, school day due to inclement weather.

Public comment was requested and there was none.

Passed 8-0.

PERSONNEL:

Personnel:

The Board acknowledged the following resignations previously accepted by the Superintendent: Terri Eckel – Ruder Elementary Family Advocate; Stephen Blados – Junior High Special Education Paraeducator; Joseph Welch – Junior High Shop Teacher; Paula Koch – Junior High ESL Campus Coordinator; Trina Crowe – MTSS District Coordinator; Alon Golan – District Part-time Custodian; Michael Clinkenbeard – District Bus Aide; Kristine Zika – District Health Aide; Jasna Stafford – District Speech-Language Pathologist; Chris Finberg – High School Head Boys Basketball Coach; Bridget Chiarito – High School Math Teacher; Hanna Holderbaum – High School English Teacher

MOTION TO APPROVE
ELEMENTARY HIRING
RECOMMENDATIONS

Motion by Upton, second by Pacheco, to approve the following Elementary District hiring recommendations: Ashley Kemppainen – Junior High Building Secretary; Courtney McCord – MTSS District Coordinator; Alon Golan - .5 FTE Special Education Teacher; McKenna Rensel – Glacier Gateway Librarian; Lauren Shinkle – Junior High Special Education Paraeducator

Public comment was requested and there was none.

Passed 6-0, abstained - Cheff

MOTION TO APPROVE
HS AND DISTRICT-
WIDE HIRING
RECOMMENDATIONS

Motion by Cheff, second by Hill, to approve the following High School/District-wide Hiring Recommendations: Bryan McGrath – High School Assistant Track Coach; Tatem Schweikert – High School Assistant Volleyball Coach; Madison Wheeler – High School Athletic Director

Public comment was requested and there was none.

Passed 8-0

MOTION TO APPROVE
THE NON-RENEWAL
OF NON-TENURE
TEACHER WITHOUT
CAUSE

Motion by Riley, second by Mumby, to approve the non-renewal of non-tenure teacher without cause.

- Sarah Sheldon - Ruder Elementary Special Education Teacher

Discussion is limited due to personnel item.

Public comment was requested and there was none.

Passed 7-0.

MOTION TO APPROVE
THE SUBSTITUTE
TEACHER HIRES

Motion by Upton, second by Hill, to approve the substitute hires.

Public comment was requested and there was none.

Passed 8-0

MISCELLANEOUS
AND FUTURE
PLANNING

Miscellaneous and Future Planning:

- Health Insurance Committee Meeting – April 15, 2026 – 4:00 P.M. – Admin Building Conference Room.
- Student Advisory Committee Meeting – Trustees Riley, Hill, and Cheff will attend, with Pacheco can substitute – April 16, 2026 – 11:30 A.M. – Admin Building

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- Conference Room.
- Negotiations Committee Meeting – April 20, 2026 – 4:30 P.M. – Admin Building Conference Room.
 - Policy Committee Meeting – April 27, 2026 – 5:00 P.M.
 - Special Meeting for Bond amount – April 27, 2026 – 6:00 P.M.
 - Regular School Election – May 5, 2026 – Ballots mailed on April 17, 2026.

As there was no further business to come before the Board, Chair Rocksund adjourned the meeting at 7:31P.M.

MEETING
ADJOURNED

Board Chair

Business Manager/Clerk

SPECIAL MEETING
BOARD OF TRUSTEES
SCHOOL DISTRICT #6
APRIL 27, 2026

The Special Meeting of the Board of Trustees of School District Six was held at 6:00 P.M., Monday, April 27, 2026, in the Boardroom of the administration offices at 501 Sixth Avenue West, Columbia Falls, Montana.

PRESENT:

Jill Rocksund.....	Board Chair	Via Google Meets
Barbara Riley	Vice Chair	
Megan Upton.....	Trustee	
Keri Hill	Trustee	
Heather Mumby	Trustee	
Amanda Pacheco	Trustee	
Casey Heupel	Trustee	
Cory Dziowgo	Superintendent of Schools	
Dustin Zuffelato	Business Manager/Clerk	

ABSENT:

Justin Cheff.....Trustee

Call to order at 6:00 P.M. by Vice Chair Riley .

CALL TO ORDER

Motion by Upton, second by Heupel, to approve the agenda as presented.
Passed 7-0.

APPROVE AGENDA

Public Participation:

Approximately two (2) people participated in the meeting remotely via Google Meets.
Approximately two (2) people participated in person.

PUBLIC
PARTICIPATION:

Action/Discussion Items:

ACTION /
DISCUSSION ITEMS:

Motion by Pacheco, second by Hill, to approve the proposed updates to the 2026-2027 School Year Calendar.
Public comment was requested and there was none.
Passed 7-0.

MOTION TO APPROVE
THE CHANGES TO
THE 26-27 SY
CALENDAR

Motion by Mumby second by Heupel to approve Resolution #453 – High School District General Obligation Bond Levy Election, September 29, 2026, for the amount of \$75,900,000 over a 25-year term.

MOTION TO APPROVE
RESOLUTION #453 - HS
DISTRICT GENERAL
OBLIGATION BOND
LEVY ELECTION

Superintendent Dziowgo shared his appreciation of the work to settle on an amount and the group for taking recommendation from the community.

Dustin Zuffelato mentioned the ballot may contain a different tax impact based on new updated taxable valuations provided in August 2026 but the project scope and budget will remain unchanged.

Public comment was requested and there was none.
Passed 7-0

SPECIAL MEETING

APRIL 27, 2026

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MISCELLANEOUS
AND FUTURE
PLANNING:

Miscellaneous and Future Planning:

- Trustee Election – May 5, 2026
- Certified Union Negotiations – May 7, 2026 – 4:30 P.M. – Admin Building Conference Room
- Regular Monthly Board Meeting – May 11, 2026 – 6:00 P.M. – Admin Building Board Room
- Classified Union Negotiations – May 13, 2026 – 4:30 P.M. – Admin Building Conference Room

MEETING
ADJOURNED

As there was no further business to come before the Board, Vice Chair Riley adjourned the meeting at 6:08 P.M.

Board Chair

Business Manager/Clerk

TO: Board of Trustees
FROM: Dustin Zuffelato, Business Manager/Clerk
DATE: July 8, 2026
RE: Business Office Report for the July 13, 2026 Regular Meeting

Canyon Elementary Facility Use

The facility continues to be used to serve the community with three tenants (1) Greater Valley Health. The clinic operates **three days** per week. The proposed agreement was revised from a daily rate of \$200 to a monthly rate of \$2,200. The annual revenue will be comparable, but the monthly basis will be more consistent and easier to administer. (2) All Saints Episcopal Church uses the building one day per month to conduct a community dinner. The use fee is \$40 per use. (3) Flathead Rapids use the gym five nights per week Jan-April with a fee of \$2,400.

Annual Rental Income (estimate)

Greater Valley Health	\$ 26,400
Flathead Rapids	\$ 2,000
All Saints	<u>\$ 480</u>
Total Annual rental income	\$ 28,800

FY25 Annual Operating Expenses

Custodial Services	\$ 5,910
Gas	\$ 2,895
Electricity	\$ 4,777
Water	\$ 4,558
Repair and Maintenance	<u>\$11,016</u>
Total Annual Expenses	\$ 29,156

State of Montana Probation and Parole will discontinue use of the building effective July 1, 2026 which was generating \$200 per month.

Glacier Bank establishment of Account(s)

Flexible Benefits Plan As the District works to transition to the new statewide health insurance plan with Bridged Health and using Allegiant as the Third Party Administrator (TPA) as opposed to EBMS, a change is necessary to facilitate the financial transactions related to the District's Section 125 Cafeteria Plan benefits. The District's Flexible Benefits Plan currently maintains an account with Wells Fargo that EBMS reconciles and helps manage. This account is required to be maintained until the flex plan grace period elapses and all run-out claims are processed. This account has a current balance of approximately \$80,000 consisting of current year unclaimed contributions as well as prior year forfeitures. EBMS will remit \$30,000 of this to fund the new bank account being established with Glacier Bank. The new bank account will facilitate plan member contributions while allowing Allegiant to pay (flex) claims. The account will also be used as a pass through for Health Savings Account contributions from payroll deductions and funded into each individual members HSA account.

Insured Cash Sweep Account The District currently maintains a checking account for the Student Activity Funds. From time to time, this account balance exceeds the FDIC insured threshold of \$250,000. In the past, Glacier Bank has provided Pledged Securities to secure the funds exceeding the FDIC insurance threshold. Glacier Bank proposed replacing the pledged securities with an insured cash sweep account in an effort to minimize the cost of the pledged securities. The proposed ICS account structure has been fully vetted with the District auditor, Nexus CPA Group.

Monthly Insurance Claim Summary -- Plan Year 2026 YEAR END

Paid Claims June, 2026

Medical Plan paid claims (net)	\$ 227,460
Specific Stop Loss claims paid by HCC Life	\$ 169,026

Monthly medical **expected claims** based on an enrollment of 228 Plan participants
(65 singles/163 families): \$ 239,400

Plan claim liability as a percentage of expected claims: **95 %**

Paid Claim summary plan year-to-date (July 1, 2025 through June 30, 2026):

	<u>Actual</u>	<u>Expected</u>	<u>Percentage</u>
Medical Plan paid claims	\$3,341,848	\$2,893,678	115 %
Aggregating Specific Deductible -paid YTD	\$ 100,000		
Specific Stop Loss	\$ 627,063		

Plan Reserves decreased \$654,464 as a result of higher than expected (funded) claims paid.

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 Road, 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, 2026** and end on **June 30, 2027**.

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 LANDLORD 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 Road
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.

5/28/2026
Date

6/2/2026
Date

BY: _____
Gabriel C. LePage
Rector-All Saints' Episcopal Church
2048 Conn Road
Columbia Falls, MT 59912

BY: _____
Cory Dziowgo
Superintendent of School District 6
P.O. Box 1259

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 **Greater Valley Health Center**, 1935 3Rd. Ave E, Kalispell, Montana, 59901 telephone number (406) 607-4900, herein referred to as TENANT.

The TENANT desires to rent a portion of the Canyon Elementary Building to provide comprehensive health services to the community of Hungry Horse, Coram, Martin City, and West Glacier on a monthly basis. To be used primarily on Monday, Tuesday and Thursday from 8:00 AM to 5:00 PM. TENANT may add additional days of service throughout the month. TENANT will notify LANDLORD when additional days are added.

WITNESSETH:

That the LANDLORD, for and in consideration of the rent in the amount stated below, does hereby rent to TENANT, the following described premises:

Approximately 3,500 Square Feet consisting of three rooms (Rooms 109, 119 & 121) as well as the general office- reception area within the Canyon Elementary School located at 200 North Street, Hungry Horse, MT 59919. Room 119 is used to provide dental services. Room 109 has been renovated into two medical exam rooms and a mental health counselor office. Tenant will have exclusive use to these rooms throughout the term of this lease.

The rented property also includes the following:

- Use of the Teacher Restrooms
- Use of storage closet

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, 2026** and end on **June 30, 2027**. 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 during the rental term an amount of \$2,200 per month. The amount will be paid monthly to LANDLORD at the following address: Columbia Falls School District, Attn: Business Manager, Box 1259, Columbia Falls, Montana 59912.

UTILITIES:

LANDLORD shall pay charges for electricity, water, sewer, trash removal, and heat. The TENANT will be responsible for providing their own telephone and wireless internet access. The TENANT agrees to allow access to the WIFI to the Department of Corrections. TENANT agrees to allow LANDLORD access to the WIFI for providing building security surveillance with the agreement that cameras will be turned off during open clinic hours, which may change from time to time.

DAILY MAINTENANCE:

LANDLORD shall be responsible for cleaning the rented premises including the common-use restrooms, general hallways, and entryways. LANDLORD shall be responsible for snow and ice removal of the main entrance, sidewalks on the days they are utilizing the building.

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 leased 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 area in building during the period the TENANT is occupying the building. The TENANT shall keep secure the rented premises and other common areas TENANT uses for ingress/egress or otherwise. This implies that the building will be locked with the exception to allow patrons to periodically access TENANT's rented premises. 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 rented premises are 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 damage as a result of failure to secure the rented portion of the building resulting from its own omission, willful, wanton, or negligent conduct.

USE OF 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 ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to TENANT.

ALTERATION:

LANDLORD agrees to make mutually agreeable initial renovations necessary to provide plumbing/utilities and privacy essential to using the rented premises as a health clinic. LANDLORD AND TENANT shall agree on the cost, scope, and timing of all renovations, additions, or improvements. LANDLORD shall conduct any renovation work and/or contract with third parties to conduct the renovation work.

TENANT agrees to reimburse the LANDLORD for all associated costs of conducting the renovation work that is within the original mutually agreed upon cost estimate and scope commencing upon the first of the month following completion. TENANT shall make the renovation cost recovery payments on a quarterly basis with the amount calculated as the actual costs incurred divided over the remaining number of periods remaining in the term of the agreement.

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, Montana 59912

Tenants: Greater Valley Health Center
1935 3Rd. Ave E.
Kalispell, Montana 59901

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.

INDEMNIFICATION:

Each party agrees to indemnify and hold harmless the other party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

DISPUTES:

In the event a dispute over the enforcement or performance of this agreement results in litigation, the parties agree the proper venue is Flathead County and the substantially prevailing party shall be entitled to reasonable attorney's fees and costs.

WHOLE AGREEMENT:

The parties agree and affirm this agreement is the entirety of the agreement entered into between them. Any modification of such shall be made in writing.

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

Date

BY: _____
Adam Naumann
Chief Executive Officer
Greater Valley Health Center
1935 3Rd Ave E.
Kalispell, MT 59901

06/30/20

Date

BY: *[Signature]*
Cory Dziowgo
Superintendent of School District 6
P.O. Box 1259
Columbia Falls, MT 59912

COMMERCIAL LEASE AND FACILITIES USE AGREEMENT

PARTIES

This Commercial Lease and Facilities Use Agreement ("Agreement") is entered into and made effective as of August 1, 2026 ("Effective Date"), by and between **Columbia Falls School District #6**, 501 6th Ave. W., Columbia Falls, Montana 59912 ("Landlord" or "District") and the **Flathead Valley Food Bank**, a Montana non-profit corporation ("Tenant").

RECITALS

- **WHEREAS**, Landlord owns certain real property and improvements known as the Canyon Elementary School located at 200 North Street, Hungry Horse, MT 59919 ("District Property"); and
- **WHEREAS**, Tenant desires to utilize a specific detached outbuilding located on said District Property for the operation of a community food bank; and
- **WHEREAS**, Landlord is willing to lease the outbuilding to Tenant on a temporary, trial basis under the terms and conditions set forth below to support a community partnership.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

1. Description of Leased Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the eastern-most outbuilding located on the Canyon Elementary School property (the "Leased Premises").

2. Term and Trial Period Review

- **Initial Term:** The initial trial term of this Agreement shall commence on **August 1, 2026**, and shall expire on **July 31, 2027**, unless sooner terminated as provided herein.
- **Trial Evaluation & Review:** The parties explicitly acknowledge that this lease is granted on a trial basis as the food bank establishes operations. The parties shall formally meet in **May 2027** to review operations, community impact, and facility compatibility to determine if a longer-term lease extension is viable.

3. Rent and Payment Schedule

- **Monthly Rent:** Tenant agrees to pay Landlord a monthly rent of **\$100.00**.
- **Due Date:** Rent is due in advance on the first (1st) day of each calendar month during the lease term, beginning August 1, 2026.
- **Prepayment Option:** Tenant retains the right to prepay monthly rent installments in advance (e.g., quarterly or annually) at its sole discretion.
- **Remittance Address:** All payments shall be made payable to Columbia Falls School District #6 and delivered to:
Columbia Falls School District #6
Attn: Business Manager
P.O. Box 1259
Columbia Falls, Montana 59912

COMMERCIAL LEASE AND FACILITIES USE AGREEMENT

4. Hours and Days of Operation

The specific days of the week and daily hours of operation during which the Tenant may utilize the Leased Premises shall be closely coordinated with, and require the prior approval of, the District Superintendent. Tenant agrees to adhere strictly to the schedule agreed upon with the Superintendent to ensure safety and minimize overlapping operational conflicts on District Property.

5. Utilities and Operational Expenses

- **Electricity and Utilities:** Landlord shall supply power to the outbuilding. Landlord agrees to absorb the costs of electricity, heating/fuel, water, sewer, and baseline utilities required to operate the Leased Premises during the term of this Agreement.
- **Communications:** Tenant shall be solely responsible for obtaining and paying for its own telephone, internet, or specialized wireless access if required for its operations.

6. Facility Alterations and Improvements

Tenant accepts the Leased Premises in its current "as-is" condition. **No functional or structural modifications, electrical upgrades, or physical alterations** of the outbuilding shall be made by Tenant at the start of this contract. Any future alterations or equipment installations (such as specialized commercial refrigeration or heavy shelving anchoring) shall require the prior, express written consent of the District.

7. Maintenance, Snow Removal, and Security

- **Snow and Ice Removal:** Landlord shall be responsible for general snow and ice removal on the main campus driveways and walkways leading up to the outbuilding. Tenant shall be solely responsible for clearing snow, ice, and debris immediately surrounding the perimeter, entryways, and loading thresholds of the outbuilding itself.
- **Access and Security:** Landlord shall grant Tenant access to the building by issuing physical keys to authorized Food Bank personnel. Tenant shall ensure the Leased Premises are fully secured (lights off, equipment monitored, doors locked) prior to daily departure. Tenant is strictly responsible for any damage resulting from a failure to properly secure the building.

8. Access to Main District Property & Restrooms

- **Main Building Restrictions:** Tenant's access rights are strictly limited to the designated outbuilding and shared parking areas. Tenant's staff, volunteers, and patrons have no access rights to the main Canyon Elementary School building, except as explicitly provided below.
- **Restroom Access:** Tenant's staff and volunteers may utilize the main building restrooms only during hours when the main building is already open to the public for on-site clinic services. If the Food Bank's operational hours require restroom access outside of clinic hours, Tenant must coordinate with the District Superintendent to discuss and establish alternative compliance options.

COMMERCIAL LEASE AND FACILITIES USE AGREEMENT

9. Insurance Requirements

Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with an insurance company licensed in Montana and approved by the Landlord. Such insurance shall be maintained throughout the entire term, name **Columbia Falls School District #6** as an **Additional Insured**, and provide the following minimum protection limits:

- **Each Occurrence:** \$1,000,000
- **General Aggregate:** \$2,000,000

Tenant shall provide Landlord with a current Certificate of Insurance (COI) evidencing compliance with this section prior to taking possession of or operating within the outbuilding. Tenant shall also be responsible for insuring its own personal property and inventory stored within the premises.

10. Indemnification and Hold Harmless

Tenant agrees to indemnify, defend, and hold harmless Columbia Falls School District #6, its Board of Trustees, officers, agents, and employees from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of injury or death to any person or damage to any property resulting from or occurring in connection with Tenant's use, occupancy, or operations within the Leased Premises, except to the extent caused by the sole negligence or willful misconduct of Landlord. This indemnification covenant shall survive the expiration or early termination of this Agreement.

11. Termination for Convenience

Because this agreement is established on a temporary trial basis, **either party may terminate this Agreement at any time, with or without cause, by providing sixty (60) days' prior written notice** to the other party. Upon expiration of the 60-day notice window, Tenant shall peacefully surrender physical possession and keys to the District.

12. District Policies and Prohibited Uses

Tenant shall strictly enforce and comply with all official policies of the District while on District Property.

- **Tobacco & Nicotine:** No tobacco or nicotine product use is permitted anywhere on District Property.
- **Alcohol and Drugs:** No alcoholic beverages, marijuana, or controlled substances are permitted to be brought into, sold, or consumed on the premises.
- **Dangerous Materials:** Tenant shall not store explosives, flammables, or inherently hazardous chemical hazards on the premises.
- **Non-Discrimination:** Tenant agrees to abide by all non-discrimination clauses contained within the Montana Human Rights Act.

13. Dispute Venue and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Montana. In the event that a legal dispute arises regarding the enforcement or performance of this lease, the parties agree that the proper venue shall be in the District Court of Flathead County, Montana, and the prevailing party shall be entitled to recover reasonable attorney's fees and legal costs.

COMMERCIAL LEASE AND FACILITIES USE AGREEMENT

14. Entire Agreement

This document constitutes the entire agreement between the parties concerning the outbuilding lease. Any modifications, amendments, or extensions to this contract must be made in writing and executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Lease and Facilities Use Agreement on the dates indicated below.

LANDLORD:

Columbia Falls School District #6

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT:

Flathead Valley Food Bank

By: _____

Printed Name: _____

Title: _____

Date: _____

Memorandum of Understanding (“MOU”)
Between
Columbia Falls Baseball Association (“CFBA”)
and
Columbia Falls School District 6 (“SD6”)

I. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the continuation of a Montana High School Association (MHSA) sanctioned High School Baseball Team provided by SD6 during the 2026-27 season. In particular, this MOU is intended to memorialize the parties' shared intent to:

- Continue the high school baseball program consisting of a Varsity and Junior Varsity team at Columbia Falls High School sanctioned by Montana High School Association (MHSA).
- Shared use of the Sapa-Johnsrud field.
- Share the financial costs to lease and maintain the Sapa-Johnsrud field.

II. Background

1. There is a very strong tradition of successful baseball in the Columbia Falls community.
2. The Columbia Falls Baseball Association is an existing 501c(3) non-profit program that has successfully run their baseball programs for over the last 40 years.
3. The Montana High School Association added Baseball as a sanctioned sport commencing during the 2022/23 season.
4. In April 2022, the SD6 Board of Trustees approved offering baseball as an MHSA sanctioned activity commencing during the 2022/23 season.
5. The Columbia Falls High School Baseball Association (CFHSBA) was established as a separate legal entity (501c(3)) in an effort to fund the program for the initial three years of operation (seasons 2022/23, 2023/24, and 2024/25). This entity is no longer active or supporting this program.
6. The SD6 Board of Trustees will consider funding the program commencing in the 2026/27 season utilizing the high school general fund operating budget.

III. Baseball Program Structure

1. It's about the kids. Providing equal opportunities (level the playing field) for 36 kids to be part of the team, be held accountable through school policies and expectations, and learn about life through baseball.
2. High School Baseball shall operate under the full authority of SD6.

IV. Sapa-Johnsrud Facility Field Use

1. The Columbia Falls Baseball Association leases the field from the Montana Department of Natural Resources (DNRC).
2. The current lease term with the DNRC commenced in 2017 and is a 10-year term expiring in February 2027.
3. The lease rate for March 1, 2026-February 28, 2027 is \$5,603
4. The lease rate for the 2026/27 season will be undefined until February 2027.
5. Columbia Falls School District 6 executed a sublease agreement with the DNRC in December 2022. The term of this sublease expires in February 2027. Upon expiration, the District intends to renew a sublease agreement with the following terms:
 - a) Rent: Annual Lease rate of \$3,000
 - b) Fixed Operating Costs – In an effort to offset the other fixed operating costs including utilities and (grandstand) insurance, the District will provide additional compensation to the CFBA of \$1,500 annually.
 - c) Use of the facility: The District reserves the right to exclusive use of the field during the high school baseball season – Feb 15-May 15. Use includes Monday-Friday 4PM-6PM daily for practices as well as scheduled games.
 - d) Maintenance of the facility:
 - i) Water/Irrigation and electricity utilities included in the base lease rate
 - ii) Field Lining/Chalking to be executed by the District including providing supplies and equipment.
 - iii) Field mowing to be executed by the district on a weekly basis during the season including providing the equipment.

V. Program Funding

1. The Program will be fully funded by the Columbia Falls School District with expectation that the players, and parents participating in the program will conduct fundraising activities to support this program.
2. The season operating costs are estimated to be approximately \$30,000. This cost includes transportation, facility costs, equipment costs, coaches, etc.
3. Food Concessions shall be operated and all proceeds retained by Columbia Falls Baseball Association.
4. Gate Receipts or admission revenue shall be deposited to a School District gate receipts account to be used to fund activity workers and umpires.
5. Field signs/banners will be displayed at the field in an effort to generate sponsorship revenue. The program consists of sponsorship of aluminum signs displayed at the field throughout the high school baseball season. Initial sponsorship is \$1,500 and annual renewals are \$1,000. The annual sponsorships are expected to be 15-20

business/corporations resulting in approximately \$12,000-\$18,000 per year. These funds will be retained (100%) by the School District to support the field lease, field maintenance and fixed operating costs of the facility. Depending on the field lease rate established by the DNRC in February 2027, the District will use a portion of these proceeds for capital facility/field improvements including dugouts and bleachers.

VI. Effective Date and Signature

This MOU shall be effective upon the signature of authorized officials representing SD6 and Columbia Falls Baseball Association (CFBA).

SD6 and CFBA indicate agreement with this MOU, and that the individuals signing on behalf of the entity have the authority to do so, by their signatures.

Columbia Falls Baseball Association
Board President

Signature

Date

Columbia Falls School District Six
Board President

Signature

Date

Tommy Church and Class of 2005 Memorial Student Scholarship

Endowment Agreement

Tommy Church was a graduate of Columbia Falls High School, Class of 2005. Tommy died tragically July 2025, just before our 20 year class reunion. The Class of 2005 has lost a number of classmates and we would like to honor Tommy's legacy along with the others we have lost. Many, including Tommy, worked in trades. Along with help from students of the Class of 2005, Marissa Church, Keshia Fisher and Amanda Strathman would like to establish a scholarship endowment. The District will hold these funds in a Private Purpose Trust as they represent assets held in a trustee capacity to benefit individual students attending Columbia Falls High School and cannot be used to support the District's own programs. Both the donated corpus (principal) and accumulated interest will be awarded to prospective students. The District will account separately for the funds, which shall consist of principal and interest.

The initial donor commitment will be funds provided by Amanda Strathman (\$5000). Additional contributions may be made to this fund by other funds raised by The Class of 2005 or through donations from the community. All such gifts shall be subject to the provisions of this agreement.

The intent of the fund is to provide annual scholarship awards in the amount of \$3000, divided into two \$1500 awards. The Scholarship Committee will include Amanda Strathman, Marissa Church, Keshia Fisher and the guidance counselor at the high school. The amount and recipient of the scholarships will be subject to this Committee. The fund will be closed if contributions completely cease during any two-year span (period).

To be eligible for the scholarship(s), candidates must meet the following criteria:

- Senior at Columbia Falls High School pursuing a trade school option
- The student must explain in some capacity how mental health has had an affect on their lives.
- Demonstrate financial need

The scholarship winner will be notified and will be recognized at the senior awards night ceremony. Payment for the scholarship (\$1500) will be provided to the recipient in the name of both the trade school and the name of the recipient upon receipt of a letter of acceptance to a trade program.

Changes to this agreement can only be made through written consent of the Committee.

Dated this _____ day of _____, 2026.

Committee Representative

HS Principal

Superintendent

ATTEST:

District Clerk

INVOICE

MQEC

JCCS Accounting

Attn: Mary Donna Schultz

3060 Cabernet Drive, Suite 2

Helena, Montana 59601

INVOICE #

DATE

116

May 7, 2026

BILL TO

Cory Dziowgo

Columbia Falls Public Schools

c_dziowgo@cfmthschools.net

Columbia Falls, MT 59912

DESCRIPTION	AMOUNT
MQEC FY27 Membership Dues	\$2500.00
** MQEC is ensuring your voice at the table when important decisions are made implicating the Constitutional rights of students and communities pursuant to Article X of the Montana Constitution. ** <i>If you believe the Invoiced amount is incorrect, please feel free to submit your membership dues based on the 2025/2026 school year assessment.</i>	
Thank you for your support!	TOTAL \$2500.00

Please Return a Copy of This Document with Payment

- Make Checks Payable to: Montana Quality Education Coalition or MQEC
- Please call (406) 544-4335 with any questions regarding this invoice.

POLICY STATEMENT
Columbia Falls School District Six
For School Year
2026-2027

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 2026-2027 school year, the District will contribute one thousand one hundred and four dollars (\$1,028.00) per month toward the cost of the participating Employee's monthly insurance premium. During the 2027-2028 school year, the District will contribute the same amounts during the 2026-2027 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 / Executive Secretary
- B. Executive Secretary / HR Specialist / HR Generalist / Payroll Specialist / Data Specialist and District Registrar

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 2026-2027

A. GRADES

Grade 1 - Executive Secretary/Building Secretary

B. SCHEDULE – FY 2027

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

Grade 1 - \$ 22.61

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

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("Agreement") with the following financial institution ("we" or "us"):

GLACIER BANK A DIVISION OF GLACIER BANK

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the IntraFi Cash Service®, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
DUSTIN ZUFFELATO	DISTRICT CLERK

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("Depositor") and we ("Relationship Institution") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: **GLACIER BANK**
Signature: Whitney Warren
Name and title of authorized signatory:
WHITNEY WARREN
SENIOR TREASURY MANAGER, VP

Date signed: 6/23/2026

SOLE OR PRIMARY DEPOSITOR

Depositor: **FLATHEAD CNTY SCHOOL DIST 6**
Signature: [Signature]
Name and title of authorized signatory (if not individual):
DUSTIN ZUFFELATO
DISTRICT CLERK

Depositor TIN or approved alternate identifier (and type):
81-6000371
Email: d_zuffelato@cfmtschoools.net
Date signed: 6/25/2026

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____
Signature: _____
Depositor TIN or approved alternate identifier (and type):

Email: _____
Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____
Signature: _____
Depositor TIN or approved alternate identifier (and type):

Email: _____
Date signed: _____

(Add signature lines as needed.)

Exhibit A

PLEDGE OF SECURITIES

Pursuant to the Securities Custodial Agreement ("Agreement"), dated _____, Pledgor hereby assigns and pledges the securities listed below to _____. This Assignment is subject to all terms and conditions set forth in the Agreement referenced above.

Description of Pledged Securities

Reference #	Cusip #	Original Par Value	Par Value to be Pledged

Pledgor: _____ Date: _____
Authorized By: _____ Title: _____

WITHDRAWAL OF SECURITIES Pledgee Code #125

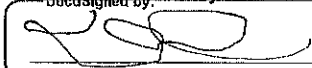
Pursuant to the Securities Custodial Agreement ("Agreement"), dated 05.07.26, The securities listed below that are pledged to Flathead County School D are to be withdrawn. The withdrawal of Pledged Securities is subject to all terms and conditions set forth in the Agreement referenced above.

Description of Withdrawn Securities

Reference #	Cusip #	Original Par Value	Par Value to be Released
	912828ZE3	1,000,000.00	1,000,000.00

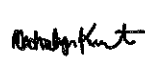
CONSENT

Secured Party does hereby consent to the withdrawal of securities as described above. With respect to such withdrawn securities, Secured Party acknowledges that Secured Party has no further right, title or interest in such securities.

Secured Party Flathead County School District 6 Date: 05.07.26
Authorized By:  Title: 6/25/2026
DocuSigned by: 610DEB7AC003426...

Account Agreement

Date: 6/25/2026

Institution Name & Address GLACIER BANK 822 NUCLEUS AVE COLUMBIA FALLS, MT 59912 (406) 892-7100	Account Title & Address FLATHEAD CNTY SCHOOL DIST 6 FLEXIBLE BENEFITS PLAN PO BOX 1259 COLUMBIA FALLS, MT 59912-1259
Account Information Account Number: 3300003217218-PUBLIC FUNDS CHECKING Number or signatures required for withdrawal: 1 ☐ Fiduciary Account (UTMA accounts, estate accounts, trust accounts, conservatorship accounts, real estate and other escrow and security deposit accounts, etc.).	Time Deposit Only Issue Date: _____ Maturity Date: _____ Interest Rate: _____ Annual Percentage Yield: _____ Original Deposit Amount: _____
Ownership of Account ☐ Single-Party/Individual Account ☐ Multiple-Party/Joint Account ☐ with Right of Survivorship ☐ with No Right of Survivorship For accounts opened in Texas. Refer to the separate document: Uniform Single-Party or Multiple-Party Account Selection Form Notice.	
Ownership of Account - Non-Individual Accounts ☐ Sole Proprietorship ☐ Corporation ☐ Non-Profit Corporation ☐ Partnership ☐ Organization, Lodge, Association ☐ LLC ☐ Single Member ☐ Multiple Member ☐ Trust-Separate Agreement Dated: _____ ☒ PUBLIC FUNDS State & Date of Organization <u>Montana</u> <u>4/4/1973</u> Sole proprietor accounts opened in Texas. Refer to the separate document: Uniform Single-Party or Multiple-Party Account Selection Form Notice.	
Backup Withholding Certifications (If not a "U.S. Person", certify foreign status separately) ☒ By signing this document, the undersigned certifies under penalties of perjury that the statements made in this section are true and that the undersigned is a U.S. citizen or other U.S. person. ☒ Taxpayer I.D. Number - TIN: <u>81-6000371</u> is the correct taxpayer identification number for the account owner(s). ☒ Backup Withholding. The account owner(s) is not subject to backup withholding either because the account owner(s) has not been notified that the account owner(s) is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified the account owner(s) that the account owner(s) is no longer subject to backup withholding. ☐ Exempt Recipients. The account owner(s) is an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any), _____ ☐ FATCA Code. The FATCA code entered on this form (if any) indicating that the account owner(s) is exempt from FATCA reporting is correct, _____.	
Signature(s) The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s). The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the Deposit Terms & Conditions and Related Disclosures. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.	
Important Account Opening Information. Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.	
(1) X  Electronically signed by: DUSTIN ZUFFELATO Date: Jun 25, 2026 14:41:41 MDT DUSTIN ZUFFELATO Name SSN/TIN Relationship	(2) X  Electronically signed by: MICHAELYN KIMMET Date: Jun 25, 2026 14:42:58 MDT MICHAELYN MARIE KIMMET Name SSN/TIN Relationship
(3) X _____ Name SSN/TIN Relationship	(4) X _____ Name SSN/TIN Relationship

Account Agreement

Date: 6/25/2026

Institution Name & Address GLACIER BANK 822 NUCLEUS AVE COLUMBIA FALLS, MT 59912 (406) 892-7100	Account Title & Address FLATHEAD CNTY SCHOOL DIST 6 FLEXIBLE BENEFITS PLAN PO BOX 1259 COLUMBIA FALLS, MT 59912-1259
--	---

Account Information
Account Number: 3300003217218-PUBLIC FUNDS CHECKING

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s). The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the Deposit Terms & Conditions and Related Disclosures.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Important Account Opening Information. Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

(5) X _____	(6) X _____
Name _____ SSN/TIN _____ Relationship _____	Name _____ SSN/TIN _____ Relationship _____
(7) X _____	(8) X _____
Name _____ SSN/TIN _____ Relationship _____	Name _____ SSN/TIN _____ Relationship _____
(9) X _____	(10)X _____
Name _____ SSN/TIN _____ Relationship _____	Name _____ SSN/TIN _____ Relationship _____
(11)X _____	(12)X _____
Name _____ SSN/TIN _____ Relationship _____	Name _____ SSN/TIN _____ Relationship _____
(13)X _____	(14)X _____
Name _____ SSN/TIN _____ Relationship _____	Name _____ SSN/TIN _____ Relationship _____
(15)X _____	(16)X _____
Name _____ SSN/TIN _____ Relationship _____	Name _____ SSN/TIN _____ Relationship _____
(17)X _____	(18)X _____
Name _____ SSN/TIN _____ Relationship _____	Name _____ SSN/TIN _____ Relationship _____
(19)X _____	(20)X _____
Name _____ SSN/TIN _____ Relationship _____	Name _____ SSN/TIN _____ Relationship _____

Entity Authorization

GLACIER BANK
822 NUCLEUS AVE
COLUMBIA FALLS, MT 59912
(406) 892-7100

By: FLATHEAD CNTY SCHOOL DIST 6
FLEXIBLE BENEFITS PLAN
PO BOX 1259
COLUMBIA FALLS, MT 59912-1259

Referred to in this document as "Financial Institution"

Referred to in this document as "Entity"

ENTITY CERTIFICATIONS. The undersigned certify that:

I am designated to act on behalf of the above named Entity. I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under state law and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes.

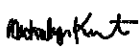
GENERAL AUTHORIZATIONS. I certify Authorizing Entity authorizes and agrees that:

(Financial Institution) is designated to provide Authorizing Entity the financial accommodations indicated in this Authorization, subject to the Financial Institution's rules and regulations from time to time. All prior transactions obligating Authorizing Entity to Financial Institution by or on behalf of Authorizing Entity are ratified by execution of this Authorization. Any Agent, while acting on behalf of Authorizing Entity, is authorized, subject to any expressed restrictions, to make all other arrangements with Financial Institution which are necessary for the effective exercise of the powers indicated within this Authorization. The signatures of the Agents are conclusive evidence of their authority to act on behalf of Authorizing Entity. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until Financial Institution receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change. Authorizing Entity agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.

SPECIFIC AUTHORIZATIONS. The following persons (Agents) are authorized to act on behalf of Authorizing Entity in fulfilling the purposes of this Authorization:

SIGNATURE OR FACSIMILE SIGNATURE

(1) 
Electronically signed by: DUSTIN
ZUFFELATO
Date: Jun 25, 2026 14:41:41 MDT
Name/Title/Position
DUSTIN ZUFFELATO
SIGNER/BUSINESS MANAGER/DISTRICT CLERK

(2) 
Electronically signed by: MICHAELYN
KIMMET
Date: Jun 25, 2026 14:42:58 MDT
Name/Title/Position
MICHAELYN MARIE KIMMET
SIGNER

(3) _____
Name/Title/Position

(4) _____
Name/Title/Position

(5) _____
Name/Title/Position

(6) _____
Name/Title/Position

(7) _____
Name/Title/Position

(8) _____
Name/Title/Position

(9) _____
Name/Title/Position

(10) _____
Name/Title/Position

(11) _____
Name/Title/Position

(12) _____
Name/Title/Position

(13) _____ (14) _____
Name/Title/Position Name/Title/Position

(15) _____ (16) _____
Name/Title/Position Name/Title/Position

(17) _____ (18) _____
Name/Title/Position Name/Title/Position

(19) _____ (20) _____
Name/Title/Position Name/Title/Position

Authorizing Entity has adopted any facsimile signatures indicated above. Financial Institution may rely on those facsimile signatures that resemble the specimens within this Authorization or the specimens that Authorizing Entity periodically files with Financial Institution, regardless of by whom or by what means the signatures were affixed.

Authorizing Entity authorizes and directs the designated Agents to act, as indicated, on Authorizing Entity's behalf to:

(Indicate number to exercise each specific power):

12 Enter into and execute any preauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means.

12 Enter into and execute commercial wire transfer agreements that authorize transfers by telephone or other communication systems through the network chosen by Financial Institution.

12 Endorse for cash, deposit, negotiation, collection or discount by Financial Institution any and all deposit checks, drafts, certificates of deposit and other instruments and orders for the payment of money owned or held by Trust.

12 Sign checks or orders for the payment of money, withdraw or transfer funds on deposit with you.

12 Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement.

INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

This authorization is specific to account number: 3300003217218

SIGNATURES. By signing, I certify and agree to the terms contained in this Authorization on behalf of Authorizing Entity. I also acknowledge receipt of a copy of this Authorization.

AUTHORIZATION'S SIGNERS:

Signature: 
Printed Name: DUSTIN ZUFFELATO
Title: BUSINESS MANAGER/DISTRICT CLERK
Date: _____

Electronically signed by: DUSTIN
ZUFFELATO
Date: Jun 25, 2026 14:41:41 MDT

Signature: _____
Printed Name: JILL ROCKSUND
Title: BOARD CHAIR
Date: _____

Beneficial Owner Legal Entity Customer Exclusion Certification Form

Please initial the exclusion that applies to your entity;

- ☐ _____ A Financial institution regulated by a Federal functional regulator or bank regulated by a State bank regulator;
- ☐ _____ A government entity. (a department or agency of the United States, of any State, or of any political subdivision of a State; or Any entity established under the laws of the United States, or any State, or of any political subdivision of any State, or under an interstate compact;
- ☐ _____ A Publicly traded company or a Subsidiary of a publicly traded company (Any entity - other than a bank - whose common stock or analogous equity interests are listed on the New York, American, or NASDAQ stock exchange; or any entity organized under the laws of the United States or of any State at least 51% of whose common stock or analogous equity interests are held by a listed entity);
- ☐ _____ An issuer of a class of securities registered under section 12 of the Securities Exchange Act of 1934 or that is required to file reports under section 15(d) of that Act;
- ☐ _____ An investment company, as defined in section 3 of the Investment Company Act of 1940, that is registered with the Securities and Exchange Commission under that Act;
- ☐ _____ An investment adviser, as defined in section 202(a)(11) of the Investment Advisers Act of 1940, that is registered with the Securities and Exchange Commission under that Act;
- ☐ _____ An exchange or clearing agency, as defined in section 3 of the Securities Exchange Act of 1934, that is registered under section 6 or 17A of that Act;
- ☐ _____ An entity registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934;
- ☐ _____ A registered entity, commodity pool operator, commodity trading advisor, retail foreign exchange dealer, swap dealer, or major swap participant, each as defined in section 1a of the Commodity Exchange Act, that is registered with the Commodity Futures Trading Commission;
- ☐ _____ A public accounting firm registered under section 102 of the Sarbanes-Oxley Act;
- ☐ _____ A bank holding company (BHC), as defined in section 2 of the BHC Act of 1956 (12 U.S.C. 1841) or savings and loan holding company, as defined in section 10(n) of the Home Owners' Loan Act (12 U.S.C 1467a(n));
- ☐ _____ A pooled investment vehicle that is operated or advised by a financial institution excluded under (e)(2)(i);
- ☐ _____ An insurance company that is regulated by a State;
- ☐ _____ A financial market utility designated by the Financial Stability Oversight Council under Title VIII of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010;
- ☐ _____ A foreign financial institution established in a jurisdiction where the regulator of such institution maintains beneficial ownership information regarding such institution;
- ☐ _____ A non-U.S. governmental department, agency or political subdivision that engages only in governmental rather than commercial activities; and
- ☐ _____ A legal entity only to the extent that it opens a private banking account subject to § 1010.620.

I hereby certify, the above initialed exclusion applies to FLATHEAD CNTY SCHOOL DIST 6 (entity).

Signature: _____ Date: 8/25/2026



By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: GLACIER BANK
DocuSigned by:
 Signature: Whitney Warren
9560EF7F7E484B8...
 Name and title of authorized signatory:
WHITNEY WARREN
SENIOR TREASURY MANAGER, VP
 Date signed: 6/23/2026

SOLE OR PRIMARY DEPOSITOR

Depositor: FLATHEAD CNTY SCHOOL DIST 6
DocuSigned by:
 Signature: [Signature]
610DEB7AC003428...
 Name and title of authorized signatory (if not individual):
DUSTIN ZUFFELATO
DISTRICT CLERK
 Depositor TIN or approved alternate identifier (and type):
81-6000371
 Email: d_zuffelato@cfmtschoools.net
 Date signed: 6/25/2026

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____
 Signature: _____
 Depositor TIN or approved alternate identifier (and type):

 Email: _____
 Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____
 Signature: _____
 Depositor TIN or approved alternate identifier (and type):

 Email: _____
 Date signed: _____

(Add signature lines as needed.)



Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("Agreement"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Specified Terms

(a) For DDAs, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ 0.01	\$	\$

(b) For MMDAs, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ 0.01	\$	\$

(c) The Same-Day Deposit Cutoff Time is as follows:

12:00	☐ AM	☒ PM	☐ Eastern	☐ Central	☒ Mountain	☐ Pacific
(insert time)	(check AM or PM)		(check time zone)			

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which your Root Account balance exceeds the Target Balance to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement. Funds held in a holding account may not accrue interest prior to ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Target Balance by more than the Minimum Return Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Target Balance.



(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Withdrawal, and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



Schedule 2 to ICS Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

☐

We will place deposits for you in DDAs.

☐

We will place deposits for you in MMDAs.

☒

We may place deposits for you in DDAs, MMDAs, or both.

(Check one above.)

☐

You may use up to six MMDA Program Withdrawals per month.

→

☒

No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

2. Placement Feature

☒

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☐

We will use only the Reciprocal Feature in placing deposits for you.

☐

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

DocuSigned by:

610DEB7AC003426
Signature of sole or primary Depositor

Policy 2165: Early Targeted Intervention

Status: DRAFT

Original Adopted Date: 02/27/2026 | Last Reviewed Date: 02/27/2026

Early Literacy Targeted Intervention Programs

The Board seeks to collaborate with the Board of Public Education and the Office of Public Instruction to provide parents with voluntary early literacy interventions for their children, increase the number of children who are reading proficient at the end of 3rd grade to help children develop their full educational potential pursuant to Article X, Section (1)(1) of the Montana Constitution, and foster a strong economic return for the state on early literacy investment through enhancing Montana's skilled workforce and decreasing future reliance on social programs and the criminal justice systems.

A child is eligible for an Early Literacy Targeted Intervention Program if, based upon an evaluation administered at the request of and with the consent of the child's parent or guardian, the child is evaluated to be below trajectory for 3rd-grade reading proficiency for the child's age or grade level for the subsequent school year. The evaluation used shall be in accordance with the methodology approved by the Board of Public Education. The Board has determined it will offer the following Early Literacy Targeted Intervention Program(s) for an eligible child:

- A jumpstart program for eligible children who are aged five years of age or older on or before September 10 of the year in which the children are to participate in the program and who have not yet completed 3rd grade. The jumpstart program shall occur during the time between the end of one school calendar year and the start of the next school calendar year as determined by the Board preceding a child's entry into kindergarten, 1st grade, 2nd grade, or 3rd grade. The jumpstart program shall be at least 4 weeks in duration and provide at least 120 instructional hours and be aligned to the framework determined by the Board of Public Education. The jumpstart program shall be designed in a manner to increase the likelihood of a child being evaluated at the end of the ensuing school year to be at or above a trajectory leading to reading proficiency at the end of 3rd grade.
 - A half-time classroom-based program for eligible children who are four (4) years of age or older on or before September 10 of the year in which the children are to participate in the program and are not entering and have not completed kindergarten. The classroom-based program must align with developmentally appropriate early education learning standards determined by the Board of Public Education.
 - A home-based program selected by the Board of Public Education and supported by the Office of Public Instruction.
-

Policy 8550: Cyber Incident Response

Status: DRAFT

Original Adopted Date: 02/27/2026 | Last Reviewed Date: 02/27/2026

A cyber incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard computer security practices. An incident response capability is necessary for rapidly detecting incidents, minimizing loss and destruction, mitigating the weaknesses that were exploited, and restoring computing services.

The School District is prepared to respond to cyber security incidents, to protect District systems and data, and prevent disruption of educational and related services by providing the required controls for incident handling, reporting, and monitoring, as well as incident response training, testing, and assistance.

Responsibilities of Specific Staff Members

Individual Information Technology User:

All users of District computing resources shall honor District policy and be aware of what constitutes a cyber security incident and shall understand incident reporting procedures.

District Information Technology Director

Provide incident response support resources that offer advice and assistance with handling and reporting of security incidents for users of School District information systems. Incident response support resources may include but is not limited to: School District information technology staff, a response team outlined in this policy, and access to forensics services.

Establish a Cyber Security Incident Response Team (CSIRT) to ensure appropriate response to cyber security incidents. The CSIRT shall consist of _____. CSIRT responsibilities shall be defined in the School District position descriptions.

District Superintendent:

Develop organization and system-level cyber security incident response procedures to ensure management and key personnel are notified of cyber security incidents as required.

Procedures

Designated officials within the District shall review and approve incident response plans and procedures at least annually. The incident response plans and/or procedures shall:

- Provide the District with a roadmap for implementing its incident response capability
- Describe the structure and organization of the incident response capability
- Provide a high-level approach for how the incident response capability fits into the overall organization
- Meet the unique requirements of the District, which relate to mission, size, structure, and functions
- Define reportable incidents
- Provide metrics for measuring the incident response capability within the organization
- Define the resources and management support needed to effectively maintain and mature an incident response capability

Upon completion of the latest incident response plan, designated officials shall:

- Distribute copies of the incident response plan/procedures to incident response personnel.
- Communicate incident response plan/procedure changes to incident response personnel and other organizational elements as needed.

- Provide incident response training to information system users consistent with assigned roles and responsibilities before authorizing access to the information system or performing assigned duties, when required by information system changes; and annually thereafter.
 - Test the incident response capability for the information systems they support at least annually to determine effectiveness.
 - Track and document information system security incidents.
 - Promptly report cyber security incident information to appropriate authorities in accordance with reporting procedures.
-

Policy 3550: Student Clubs

Status: DRAFT - 3rd Reading

Original Adopted Date: Pending

Student Clubs and Groups

The Board recognizes that student clubs are a helpful resource for schools and supports their formation. Student clubs must complete an application process. The Superintendent or designee is delegated the authority to approve or deny club applications.

This policy shall be made available to all interested individuals upon request and posted on the District's website. Parents and families shall be provided information about the nature and purpose of student clubs and groups meeting at the school and methods to consent to participation or opt out of participation consistent with parent/family rights.

Curricular Student Clubs

The Board of Trustees authorize the administration to approve and recognize curricular student clubs or organizations in a manner consistent with this policy and administrative procedure. Curricular Student clubs are those approved student clubs that directly relate to the body of courses offered by the school. Curricular student clubs that are recognized by the District are permitted to use District facilities, use the District's name, a District school's name, or a District school's team name or any logo attributable to the District, and raise and deposit funds with the District.

In order for the administration to approve and recognize a curricular student club the group must submit an application to the building administrator containing the following:

1. The organization's name and purpose.
2. The portion of the curriculum that forms the basis of the club. The portion of the curriculum that forms the basis of the club or the course offered at the school enhanced by the club's functions. This step is required for consideration as a curricular club. Applications that do not satisfy this step may be permitted to meet at the school as a non-curricular student group.
3. The staff employee designated to serve as the group's advisor.
4. The rules and procedures under which it operates.
5. A statement that the membership will adhere to applicable Board policies and administrative procedures.

The administration will report to the Board when new curricular student clubs have been approved and recognized.

Upon approval of a new curricular student club, the administration will notify the District clerk so the group may have any funds raised for its operations so designated in accordance with the District's financial practices.

Approved curricular student clubs will appear in the student handbook and other appropriate district publications. Advisors of new student clubs may be eligible for a stipend in accordance with applicable collective bargaining agreement provisions and available district resources. Approved curricular student clubs may also have limited access as designated by the administration to distribute messages through official communications of the district (e.g. intercom announcements, district newsletters, group emails, etc.).

Career and Technical Student Curricular Clubs Performance Grants

The Board of Trustees authorizes approved chapters of the follow Career and Technical Student Curricular Clubs within the District to apply for performance grants distributed by the Office of Public Instruction in accordance with Section 20-7-320, MCA:

- (a) Montana HOSA: future health professionals;
- (b) Montana BPA (business professionals of America);
- (c) Montana DECA (distributive education clubs of America);

- (d) Montana FFA (future farmers of America);
- (e) Montana TSA (technology student association);
- (f) skillsUSA Montana; and
- (g) Montana FCCLA (family, career and community leaders of America).

Any application submitted under this provision shall be reviewed and approved prior to submission by the club advisor, building principal, and superintendent or designee.

Non-Curricular Student Groups

Student-led and initiated groups of similar interests that do not meet the requirements to be an approved curricular student club as outlined in this policy shall be designated as noncurricular student groups. Noncurricular student groups include any student group that does not directly relate to the body of courses offered by the District but has a regular meeting schedule and established operational structure. District employees that are present at meetings in a supervisory capacity are not eligible for a stipend. Student meetings must be supervised by an adult. Employees or agents of the District that are present at student group meetings must only serve in a supervisory capacity.

The District approves a limited open forum, within the meaning of that term as defined U.S. Code § 4071, for non-curricular student groups to meet on school premises during non-instructional time. Noncurricular student groups wishing to conduct a meeting within this limited forum are subject to the following fair opportunity criteria, which shall be uniformly administered consistent with 20 U.S. Code § 4071:

1. All such meetings must be voluntary and student-initiated;
2. There shall be no sponsorship of the meeting by the District or its agents or employees;
3. Employees or agents of the District that are present at religious meetings must be only in a nonparticipatory capacity;
4. All meetings must not materially and substantially interfere with the orderly conduct of educational activities within the District; and
5. Nonschool persons may not direct, conduct, control, or regularly attend activities of the non-curricular student groups.

Meeting is defined as a gathering of a group of students for the purposes of discussing group beliefs or engaging in group operations. An event that does not meet this definition will be required to comply with the Community Use of District Facilities Policy and Procedure.

Fundraising

Noncurricular student groups may post notice of gatherings in accordance with Policy 3222. Noncurricular student groups may be authorized by the administration to have the name of the school to appear as part of their group's name. A logo attributable to the school or District, the District's name, or the school's team name or mascot may not be used by a noncurricular group. The permission to post notice of gatherings or use the school name does not constitute sponsorship of the group by the District.

Informal Gatherings

Students are permitted to informally gather at the school in accordance with Policy 3233. Informal gatherings of students are not permitted to use the District's name, a District school's name, or a District school's team name or mascot, or any logo attributable to the District, and raise and deposit funds with the District. Informal student gatherings may not post notices or other materials in accordance with Policy 3222 but may request to post items in accordance with Policy 4331.

Financial Operations

All funds raised by recognized curricular student clubs are subject to applicable District policies regarding financial management. All funds raised by recognized curricular student clubs that are donated to the District become public funds when placed in a District account. All public funds must be monitored in accordance with state law. Deposits must be reviewed to ensure compliance with equity rules, amateur rules and appropriateness under district policy.

Funds spent by the District will be done in accordance with District purchase order policy and spending limits regardless of the source of the donation. All expenditures should be preapproved to ensure equity and auditing standards are met.

The administration is authorized to develop procedures to implement this policy.

NOTES: _____

The administration will retain all records related to this application. The administration will report to the requesting students, advisor, and Board of Trustees when new curricular student clubs have been approved.



PROGRAM NARRATIVE
Special Services
Columbia Falls School District 6

**POLICIES AND PROCEDURES FOR THE CONDUCT OF SPECIAL EDUCATION TO
ADDRESS THE REQUIREMENTS OF 34 CFR 300.201 OF IDEA**



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Program Narrative

34 CFR 300.201

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures established under CFR 300.101 through 300.163, and 300.165 through 300.174.

ARM 10.16.3220

Each local educational agency or education cooperative must have on file with the Superintendent of Public Instruction a written program narrative that describes policies and procedures used for the provision of special education and related services within the local educational agency or education cooperative. The policies, procedures, and services in the narrative shall be consistent with state policies and address the requirements of CFR 300.101 through 300.163, and 300.165 through 300.174.

If a local educational agency participates in an education cooperative under 20-7-451 and 20-7-457, MCA, the local educational agency must submit a single program narrative through the cooperative.

Authorizing statute(s): 20-7-402

MCA Implementing statute(s): 20-7-403, 20-7-414

Policy 2161

This Program Narrative outlines the special education policies and responsibilities of School District Six, Columbia Falls Montana.



SECTION I: Free and Appropriate Public Education (FAPE)

Definition of Free Appropriate Public Education (FAPE) [34 CFR 300.101](#)

Limitation – an exception to FAPE for certain ages as defined in [34 CFR 300.102](#)

- [34 CFR 300.104](#) Residential placement (ARM [10.16.3341](#), [10.20.106](#), MCA [20-7-436](#))
- [34 CFR 300.105](#) Assistive technology (MCA [20-7-411\(6\)](#))
- [34 CFR 300.106](#) Extended School Year services (ARM [10.16.3324](#))
- [34 CFR 300.107](#) Nonacademic services ([34 CFR 300.113](#))
- [34 CFR 300.110](#) Program options (art, music, industrial arts, etc.)
- [34 CFR 300.113](#) Routine checking of hearing aids and external components of surgically implanted medical devices (ARM [10.16.3122](#))
- [Policy 2161P](#)

SD6 ensures that a Free Appropriate Public Education (FAPE) is made available to all children with disabilities attending public school within the district boundaries who are between the ages of three and twenty-one in accordance with IDEA and the Montana Office of Public Instruction (OPI).

Residential Placement: In the event that the residential facility as defined in MCA 20-7-436 or children's psychiatric hospital is unable or unwilling to provide an appropriate education as required under the IDEA, SD6 is responsible for ensuring that a student placed in a residential treatment facility or children's psychiatric hospital receives FAPE under IDEA. If placement in a public or private residential program is necessary to provide special education and related services to a child with a disability, the program, including non-medical care and room and board, must be at no cost to the parents of the child.

Assistive Technology: SD6 ensures assistive technology is available, if required, as part of the child's special education, related services or supplementary aids and services. Each public agency must ensure that assistive technology devices or assistive technology services, or both, as those terms are defined in §§300.5 and 300.6, respectively, are made available to a child with a disability if required as a part of the child's—

(1) Special education under §300.39;

(2) Related services under §300.34; or

(3) Supplementary aids and services under §§300.42 and 300.114(a)(2)(ii).

(b) On a case-by-case basis, the use of school-purchased assistive technology devices in a child's home or in other settings is required if the child's IEP Team determines that the child needs access to those devices in order to receive FAPE.

Extended School Year: SD6 ensures that extended school year services (ESY) are provided when a child's individualized education program (IEP) team determines the services are necessary for the provision of FAPE to the child. The IEP team shall determine, on an individual basis, that ESY services are necessary to avoid a loss of skills that the student could not



otherwise regain within a reasonable period of time. ESY services are provided to maintain identified skills and to prevent or avoid substantial loss of previously acquired or emerging skills or behaviors. ESY services are not intended to introduce new learning and new skills.

Nonacademic Services: SD6 takes steps, including the provision of supplementary aids and services determined appropriate and necessary by the child's IEP team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity for participation in those services and activities as provided to students without disabilities.

Program Options: SD6 takes steps to ensure that children with disabilities served by their schools have available to them the variety of educational programs and services available to nondisabled children. Each child with a disability is afforded the opportunity to participate in general education programs available to non-disabled children, including art, music, industrial arts, consumer and homemaking education, and vocational education, unless the child is in need of specially designed instruction, as described in the child's IEP.

Routine Checking of Hearing Aids and External Components of Surgically Implanted Medical Devices: Through routine hearing checks, SD6 ensures that hearing aids and implanted medical devices worn in school by children with hearing impairments, including deafness, are functioning properly. Additional consultation can be provided by the Montana School of the Deaf and Blind.



SECTION II: Full Educational Opportunity Goal (FEOG)

- [34 CFR 300.107](#) Non-academic services
- [34 CFR 300.109](#) Full educational opportunity goal
- [34 CFR 300.110](#) Program options
- [34 CFR 300.201](#) Consistency with State policies
- [Policy 2161P](#)

It is the goal of SD6 to provide a free appropriate public education (FAPE) to all eligible children with disabilities, enrolled within the district, ages three through twenty-one, in full compliance with the Individuals with Disabilities Education Act (IDEA) and all applicable federal and state laws and regulations.

In accordance with the Individuals with Disabilities Education Act (IDEA) and its implementing regulations, ensures that a continuum of alternative placements and the full range of educational programs and services are available to meet the needs of children with disabilities enrolled within the district. SD6 provides special education, related services, supplementary aids and services, and program modifications, as determined appropriate by the student's individualized education program (IEP) team, to ensure that each child with a disability is afforded an equal opportunity to participate in academic, nonacademic, and extracurricular programs and activities, consistent with the provision of a free appropriate public education (FAPE).

SD6 ensures the availability of a continuum of educational placements to provide each student with a disability the opportunity for education in the least restrictive environment (LRE). Any removal of a student with a disability from the regular education environment may occur only when the nature and severity of the child's needs dictate that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Provisions of program options, nonacademic and extracurricular services are available to students eligible for services under IDEA through the development of an IEP.



SECTION III: Child Find

- [34 CFR 300.111](#) Child find
- [ARM 10.16.3125](#) , [10.60.101](#), [10.60.103](#) Child find and special education identification responsibilities
- [34 CFR 131](#) Child find for parentally placed private school children with disabilities
- Authorizing statute(s): [Sec. 20-2-121, MCA](#)
- Implementing statute(s): [Sec. 20-7-402, MCA](#)
- [Policy 2161P](#)

Child find is the affirmative, ongoing obligation of states to identify, locate, and evaluate all children with disabilities residing within the jurisdiction who require special education and related services. [34 CFR 300.111\(a\)\(1\)\(i\)](#).

In accordance with federal law, SD6 is responsible for the location and evaluation of all children ages three through twenty-one who reside within the district's boundaries who require special education and related services. This includes children who are suspected of having a disability even though they may be advancing grade to grade.

SD6 has developed policies and procedures which locate, identify and evaluate all students with disabilities, regardless of the severity of their disabilities, from age three through age twenty-one, who have not yet graduated from high school with a regular diploma, who reside within the boundaries of the member school districts. This includes those students who may be homeless or wards of the state, as well as children with disabilities who may attend private or homeschools within the jurisdiction of the district. Child Find includes the ongoing effort to identify preschool and school-aged children with disabilities through referral and evaluation procedures, as well as periodic screening of preschoolers who may be experiencing developmental delays.

The SD6 Director of Special Services serves as the Local Education Agency's (LEA) designated Child Find Coordinator and is responsible for overseeing the implementation of Child Find requirements under the Individuals with Disabilities Education Act (IDEA). Responsibilities include coordinating activities related to the identification, location, referral, screening, and evaluation of children suspected of having disabilities who may require special education and related services, ensuring compliance with federal and state regulations, facilitating interagency coordination, and supporting equitable access to evaluation and intervention processes for all eligible students within the district.

Annual Public Notification of Child Find: The public is annually informed of the Child Find activities through annual notices provided to all public schools and publication on district/school websites, if applicable. In addition, local agencies who serve children will be provided an annual notice as will any other entity that requests notice. Flyers describing the screening times, activities, dates and site locations may also be posted in the school, local businesses and sent home with students.

Child Find Records: SD6 Special Services will maintain a file that includes the Child Find activities for each school year. The file will include – 6 9 – s and advertisement, lists of children who



participated in Child Find activities, the status of each child who went through the Child Find process, and other similar information.

All children found to be eligible for service under Part B and Preschool will be included in the annual October Child Count report submitted annually to OPI by SD6. A record will be maintained of all children who did not qualify for special education following Child Find activities. For those students who do not qualify, the results of the Evaluation Report will be maintained in the Child Find records at the Special Services administration office.

General Child Find Procedures: The Child Find activities described below apply to students who are suspected of having a disability as well as for students who have been or are being considered for retention in grade level, delayed admittance, long-term suspension or expulsion or wavier of learner outcomes. Initial evaluations are conducted within the 60-day timeline established in 34 CFR 300.301(c).

Infants and Toddlers (Birth through Age 2)

When a SD6 staff member becomes aware of a child (from birth through two and a half years old) who may have a disability, the staff member will notify the SD6 Special Services director who will notify the appropriate early intervention agency liaison of a potentially eligible child.

Preschool (Ages 3 through 5)

Within the school year calendar, SD6 will host at least one annual screening for children who may have a disability. A team, which may include a school psychologist, speech/language pathologist, occupational therapist, school district nurse, and audiologist, conducts screening. Screening includes cognitive, fine and gross motor, vision, hearing, speech/language development, and wellness (height, weight, immunization review and general wellness usually provided by a nurse). Parents may be notified of screening dates through advertisement in the social media, posting of screening information in each school, through school newsletters, notices to local agencies who provide services to children, and posting in various public locations.

If a family is unable to attend the screening, SD6 will find an alternative way to screen the child upon request. SD6 may screen the child at a different date and time mutually agreed upon by SD6 staff and parents.

The Local Education Agency (LEA) designates the Director of Special Services, or an appointed designee, as the district contact responsible for coordinating transitions from Part C Early Intervention Services to Part B Preschool Special Education Services. The district representative participates in Part C to Part B transition meetings in collaboration with families, Early Intervention providers, and other relevant team members to support a smooth and timely transition process for children approaching their third birthday.

Children who have been identified as eligible under Part C (Infant and Toddler Program) are brought to the attention of the SD6 Director of Special Services by the Part C agency liaison so that eligibility for Part B special education services can be considered and determined. The district collaborates with the Part C agency to ensure timely planning, communication, and coordination of transition activities.



During transition meetings, the district provides parents with information regarding:

- The district's referral process for special education consideration;
- Evaluation procedures used to determine eligibility under IDEA Part B;
- Eligibility determination procedures and criteria;
- Required timelines for consent, evaluation completion, eligibility determination, and IEP development;
- Parent rights and procedural safeguards under IDEA;
- Available preschool special education services and program options; and
- The family's right to decline services or "opt out" of referral and evaluation processes at any time.

The district ensures families understand that participation in the transition process does not automatically result in a referral or evaluation for special education services. Parent permission to conduct an IDEA Part B evaluation is requested following the Part C to Part B transition meeting. Written parental consent is required prior to conducting any formal evaluation procedures. Families are informed that they may choose not to pursue Part B services and may revoke consent at any point during the referral or evaluation process.

Following completion of the assessment process, an Evaluation Team meeting is scheduled to review evaluation results and determine whether the child is eligible for IDEA Part B special education services. If the child is found eligible for Part B services, an Individualized Education Program (IEP) will be developed and implemented by the child's third (3rd) birthday.

The LEA collaborates with Part C agencies to ensure appropriate record sharing with parental consent and continuity of supports to promote the child's successful transition into preschool special education services, when eligible.

In School (Ages 6 through 19)

SD6 may use a process based on the child's response to scientific, research-based interventions (RTI/MTSS), or a process to determine a severe discrepancy between intellectual ability and achievement, to determine eligibility for special education services under the category of a specific learning disability (SLD) in basic reading, reading comprehension, reading fluency, written expression, math problems solving, and/or math calculation in grades K-12.

The process SD6 follows for use of the RTI model for SLD identification includes a review of student and peer progress following at least two scientific, research-based interventions delivered with fidelity for a minimum of six weeks each. A school-based team will review progress data and adjust interventions as warranted. If a student fails to make adequate progress, the team will refer the student for comprehensive evaluation which will include the RTI progress data as well as other data deemed necessary by the Evaluation team. As outlined, SD6 ensures that the RTI process does not delay the evaluation of a student with a suspected disability. The area(s) of suspected delay/concern are identified in the evaluation plan.

In addition, SD6 utilizes a comprehensive evaluation process for identifying students with a



Specific Learning Disability (SLD), which may include the use of a discrepancy model in accordance with applicable IDEA and state special education regulations. As part of general education problem-solving efforts, intervention activities may include the implementation of targeted, research-based interventions aligned to the student's identified area(s) of concern. Interventions are implemented and progress monitored over an appropriate period of time to gather educationally relevant data regarding the student's response to instruction and intervention. The use of interventions is intended to support instructional decision-making and provide data to the evaluation team; however, these activities shall not be used to delay or deny a referral for special education evaluation when a disability is suspected.

A referral for evaluation may be initiated by the parent or school personnel at any time. Upon determination that a comprehensive special education evaluation is warranted, SD6 will provide Prior Written Notice and obtain informed parental consent to conduct the evaluation in accordance with IDEA timelines and procedural requirements.

In addition to the typical process described above, referrals can also be brought forward for consideration by:

- Medical practitioners (doctors, physician assistants, nurses)
- Community agencies (including but not limited to AWARE, YDI, YBGR, DPHHS)
- Child care providers

If a parent requests a special education evaluation, the request must be made in writing. If a parent requests an initial special education evaluation and the LEA determines that an evaluation is not warranted, the district must provide Prior Written Notice (PWN) documenting the decision, including a clear explanation of the refusal, the basis for the determination, and the data or information used to support the decision. The PWN must also describe any other options considered and rejected. In addition, the parent must be provided a copy of their Procedural Safeguards, which outlines their rights under IDEA. These rights include the ability to challenge the district's decision through dispute resolution options such as mediation, filing a state complaint, or requesting a due process hearing.

SD6 may elect to move to an immediate evaluation if, in their opinion, unnecessarily delay the provision of a FAPE to the student and there is reason to suspect that the child may have a disability that adversely affects educational performance to the extent that the child may require special education and related services in order to access and make meaningful progress in the general education curriculum. 34 CFR 300.39; ARM 10.16.3008

When a teacher or an administrator suspects a student may have a disability, the district will assign a special education teacher to serve as the case manager for the student. The case manager will develop a stand-alone Evaluation PWN, stating the district's evaluation proposal, written referral, and notice of evaluation plan. The parent will be asked to sign the notice of evaluation form prior to initiating the evaluation.

The case manager will notify the Special Services administration office of the referral. The case manager is responsible to notify additional team members of the evaluation and monitoring the evaluation timeline to ensure the evaluations are completed within sixty calendar days of the district receiving the signed permission to evaluate the child. The school psychologist and Special Services director may also monitor completion of the evaluation report within sixty calendar days.

Upon completion of the evaluation, an evaluative – 7 2 – will determine whether or not the child is



eligible for special education.

Post-School (Ages 19 through 21)

SD6 will use the same procedures to evaluate adult students as they would for all students who reside within the school district, provided they have not yet graduated from high school with a regular diploma and were not previously identified for services. SD6 will review the history of the student in the area of suspected disability. If SD6 and the adult student in this age category agree that an evaluation would be appropriate, the evaluation would consider all areas of suspected disability and would conclude with an evaluation team meeting to determine eligibility. SD6 will coordinate with other agencies to ensure the individual is evaluated in a timely manner and has access to needed services.

Private Schools (To Include Home Schools)

School-age private school and homeschool students have the same right to an evaluation as public-school students, and SD6 will evaluate private school students in the same manner and timeframe as public-school students. SD6 will ensure that eligible children with disabilities who are parentally placed in private schools, including religious schools, homeschool, or placed in schools or facilities that meet the state definition of elementary or secondary schools, will have access to free school-based evaluations. Further, SD6 will engage in meaningful consultation with the private schools or County Superintendent within their boundaries, and determine what type and amount of services will be provided to private school students by the district. If a child with a disability is enrolled in a private school, the public school district will be responsible for developing a service plan as required under IDEA. The district will provide services consistent with that plan.

For most private school and homeschool children in the boundaries of SD6, the district relies on the following methods to encourage parents to be aware of Child Find activities:

- Advertisement of screening, as noted above, and with the express purpose of reaching private and homeschool parents.
- By providing information on Child Find to the County Superintendent of Schools and to administrators of private schools within SD6 boundaries.
- Provide Annual Notice to Private School families via newspaper posting

Once SD6 becomes aware of a student who may have a disability, SD6 staff will meet with the parent to explain the process and encourage the parent to take their child through the Child Find screening hosted SD6 for children ages three through five. Children with suspected speech and language impairments will also be screened prior to making a decision to evaluate. Based on the results of the screening, SD6 may recommend the parent work on some specific skills over a three-to-six-month period of time and then rescreen. SD6 may determine there is enough information from the screening to warrant a special education evaluation, and if so, the parent will be asked to provide permission to conduct the evaluation. School-age children referred for evaluation by a parent or private school provider for academic, cognitive, or social/emotional/behavioral concerns will be provided with an evaluation based on the concerns raised by the parents and/or private school personnel. Parents will be asked to provide permission to conduct the evaluation.



Homeless Children – Highly Mobile Children

Typically, referrals for homeless children come through medical organizations, the Department of Public Health and Human Services, local agencies, or the schools. If a homeless child is suspected of having a disability, school staff will be asked to use screeners to determine the skill levels of the child. Once the school has reason to believe the homeless child may have a disability, they will begin the Child Find process. SD6 reserves the right to waive interventions if, in their opinion, to delay an evaluation would unnecessarily delay the provision of a FAPE in accordance with the McKinney-Vento Act.

SD6 will initiate Child Find activities for those children who are highly mobile. If another district has initiated the referral or evaluation process, the district will make every effort to proceed with the process that was begun in an attempt to complete the process while the student remains in a member school. For those students who come to the attention of the district for whom Child Find activities have not been initiated, SD6 will make every effort to initiate the process and if the student leaves prior to completion of the process a letter will be included in transferring records to advise the receiving district of the background of the child and what the receiving district will need to do to continue the evaluation process.



SECTION IV: Evaluations, Eligibility Determinations, Individualized Education Programs, and Educational Placements

- [34 CFR 300.300](#) Parental consent
- [34 CFR 300.304](#) Evaluations and re-evaluations
- [34 CFR 300.302](#) Screenings
- [34 CFR 300.301](#) Initial evaluations
- [34 CFR 300.303](#) Re-evaluations
- [34 CFR 300.305](#) Additional requirements for evaluations and re-evaluations
- [34 CFR 300.306](#) Determination of eligibility ([ARM 10.16.3007](#), [ARM 10.16.3010-22](#))
- [34 CFR 300.320-328](#) Individual Education Plans ([ARM 10.16.3340](#), [ARM 37.98.1225](#))
- [34 CFR 300.321](#) IEP team
- [34 CFR 300.322](#) Parent participation
- [34 CFR 300.323](#) When IEPs must be in effect
- [34 CFR 300.324](#) Development, review and revision of IEP
- [34 CFR 300.325](#) Private school placement by public agencies
- [34 CFR 300.327](#) Education placements
- [34 CFR 300.328](#) Alternative means of meeting participation
- [34 CFR 300.307](#) Specific learning disabilities
- [34 CFR 300.308](#) Additional group members
- [34 CFR 300.309](#) Determining the existence of a specific learning disability
- [34 CFR 300.310](#) Observation
- [34 CFR 300.311](#) Specific documentation for the eligibility determination
- [Policy 2161P](#)

Parental Consent

SD6 ensures that reasonable efforts are made to obtain consent to conduct an initial evaluation and re-evaluation.

Consent confirms the following:

- Parents/guardians have been fully informed in their native language or other mode of communication of all information relevant to the activity for which consent is sought.
- Parents/guardians understand and agree in writing to the carrying out of the activity for which the consent was asked. The consent describes that activity and lists the records (if any) that will be released and to whom they will be released.
- Parents/guardians understand that the granting of consent is voluntary and may be revoked at any time.

Written consent is obtained prior to an initial evaluation, providing initial special education and/or related services (does not apply to transfer students), re-evaluation, sharing of personally identifiable information to any person or entity not authorized to obtain those records in accordance with FERPA (or any additional occasions). [34 CFR 300.300](#)



Written consent is not required with reviewing existing data as part of an evaluation or re-evaluation or when administering a test or evaluation that is given to all children, unless consent is required of all parents/guardians.

Parent/Guardian Failure or Refusal to Provide Consent

SD6 makes reasonable efforts to obtain written consent. This may include written correspondence, phone calls, electronic mail communication, and/or in-person communication.

Documentation of attempts is kept on file. If SD6 is unable to obtain consent the procedure is as follows:

Initial Evaluation: The member district may request a due process hearing and engage in conflict resolution if needed, to attempt to have parents/guardian provide consent. The member district may also choose to not pursue the initial evaluation and provide prior written notice of this decision.

Re-evaluation: The member district and the parent/guardian may agree that the re-evaluation is unnecessary. If this agreement is reached, the three-year re-evaluation need not be conducted, FAPE will continue.

If SD6 determines that a re-evaluation is necessary but the parent/guardian refuses to consent to the re-evaluation, the district may conduct the evaluation. Parental consent does not need to be obtained to conduct a re-evaluation if the school district can demonstrate that it has taken reasonable measures to obtain that consent and the student's parent has failed to respond. If unsuccessful after several attempts the district may proceed with the evaluation.

If the LEA believes a re-evaluation is necessary and the parents refuse to consent to reevaluate, the LEA may, but is not required to, pursue the reevaluation by using the IDEA's consent override provisions included in the procedural safeguards. This would include the LEA filing a request for mediation or a request for a due process hearing. If the LEA does not wish to pursue the reevaluation by using the consent override procedures, and the LEA believes, based on a review of existing evaluation data on the student, that the student does not continue to have a disability and does not need the provision of special education and related services, the LEA may determine through an evaluation report meeting to not continue the provision of special education and related services. The LEA must provide the parent with prior written notice of its intent to discontinue providing special education services. The parent may then use the procedures in the procedural safeguards if they disagree with the LEA's decision. 34 CFR 300.303 Reevaluations 34 CFR 300.300 (a)(3)(i).

Revocation of Consent: The parent/guardians may revoke consent for and remove the child from special education and related services. When the district receives written revocation of consent, prior written notice is provided and appropriate interventions continue to be provided through the regular education environment. The revocation is for all special education services. The parent/guardian may not revoke consent for some services and not others.

Evaluations and Re-evaluations

Evaluation Procedures: SD6 conducts the assessments necessary to address the disability criteria for each suspected disability.



Screening: SD6 does not rely on screening as an evaluation tool to determine eligibility for special education and/or related services. Screenings are used as a basis for making informed referrals for special education evaluations.

Initial Evaluations: Within a reasonable amount of time from the receipt of a request for an evaluation, or the initial suspicion of a disability, parental consent for assessment is obtained. The team consists of members SD6 staff qualified to conduct such an evaluation and, whenever possible, who are most familiar with the student. The evaluation is conducted within the 60-day timeline and includes the following:

- Review of existing data
- Information provided by parents/guardians of the student
- Evaluation of student's identified areas of concern
- Classroom-based assessment(s)
- Classroom observation(s)
- Data pertaining to student's progress in the general curriculum as compared to peers
- Data pertaining to the student's growth and development as compared to peers
- Data from previous interventions

The Evaluation team will use a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child, including information provided by the parent, that may assist in determining if the student meets the eligibility requirements as a child with a disability.

An evaluation report will be shared with the entire team upon completion of the evaluation process. Determination of eligibility will be discussed and decided at the Evaluation team meeting. 34 CFR 300.301

Re-evaluations: Within a reasonable amount of time when a re-evaluation is necessary, parental consent is requested. Re-evaluations of a child with a disability occur at least once every three years, unless the parent and the district agree the re-evaluation is unnecessary. A re-evaluation will be conducted if the district determines that the child's educational or related service needs, including improved academic achievement and functional performance, warrant a re-evaluation, or if the child's parent or teacher requests a re-evaluation, or in order to make a change in the disability category.

A re-evaluation conducted under this section may occur not more than once a year, unless the parent and district agree otherwise, and must occur at least once every three years, unless the parent and the district agree that a re-evaluation is not necessary. 34 CFR 300.303

SD6 re-evaluates a child with a disability before determining that child is no longer a child with a disability, although this evaluation is not required if the child's eligibility terminates due to graduation from secondary school with a regular diploma or due to exceeding the age of eligibility for FAPE under state law (age 22). If a child's eligibility terminates for one of these reasons, the district provides the child with a summary of performance, which includes recommendations on how to assist the student in meeting their post-secondary goals.



Additional Requirements for Evaluations and Re-evaluations: The re-evaluation determines whether the student continues to have a disability and needs special education; whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals and to participate, as appropriate, in the general education curriculum; or the parent has requested a re-evaluation.

Determination of Eligibility: To be eligible under IDEA, the student must meet the criteria for a disability in one or more disability category(ies) as defined in the Administrative Rules of Montana [10.16.3010-22](#) and demonstrate a need for special education and related services.

Additional procedures for identifying children with specific learning disabilities include the following:

Specific Learning Disabilities: SD6 does not require the use of severe discrepancy between intellectual ability and achievement for determination. They may also use a process based on the child's demonstrated progress when provided with scientific research-based interventions (RTI).

Additional Group Members: In addition to the child's parent/guardian, the team includes a regular classroom teacher, a district administrator or designee, and at least one person qualified to conduct individual diagnostic assessments (school psychologist, speech-language pathologist, remedial reading teacher, for example).

Determining the Existence of a Specific Learning Disability: The student may be identified as having a specific learning disability if, when provided learning experiences appropriate to the student's age or grade-level based on state approved K-12 content standards, the student does not make sufficient progress to meet age or grade-level expectations based on state approved K-12 content standards in one or more of the following areas: oral expression, listening comprehension, written expression, basic reading skill, reading fluency skills, reading comprehension, mathematics calculation, or mathematics problem solving. The student may not be identified as having a specific learning disability if the student's significantly low rate of progress in meeting age or grade-level based on state approved K-12 content standards is primarily the result of a visual, hearing, or motor impairment; cognitive delay; emotional disturbance; environmental or economic disadvantage; cultural factors; or a lack of appropriate instruction. [ARM 10.16.3019](#)

Observations: SD6 ensures the child is observed in their learning environment to document the child's academic performance and behaviors in the areas of difficulty.

Specific Documentation for the Eligibility Determination: The Evaluation team first determines and documents whether or not the student meets the criteria of one or more of the disability categories. Then the Evaluation team determines and documents that the student needs specialized instruction because of the identified disability(ies) and recommends service areas for the IEP team to consider within the areas of need for student IEP services.

Individualized Education Programs and Development of IEP

IEP Team: SD6 includes the following as members of the IEP team:

- The parent/guardian(s) of the student, or the adult student
- Not less than one general education teacher – 78 – child, if the child is, or may be,



participating in the general education environment. This must be a teacher who is or may be working with the child to ensure success in the general curriculum and implement portions of the IEP

- Not less than one special education teacher of the child or, where appropriate, not less than one special education provider of the child
- An administrator or designee who:
 - Is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of children with disabilities
 - Knows the general education curriculum
 - Knows about the availability of resources of the school district
- An individual who can interpret the instructional implications of the evaluation results, who may be one of the team noted previously
- At the discretion of the parents or the school district, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate
- The student, whenever appropriate
- To the extent appropriate, with consent of the parents or a student who has reached 18, a representative of any participating agency likely to be responsible for providing or paying for transition services

Parent Participation: SD6 take steps to ensure that one or both of the parents of a child with a disability are present at each IEP team meeting or are afforded the opportunity to participate. Notification procedures are outlined in this document. 34 CFR 300.322; ARM 10.16.3340

IEP Effective Cycle: SD6 adheres to the state requirements such as:

- For initial IEPs, the IEP team meets within 30 days of the Evaluation team meeting during which a determination was made that a student needs special education and related services.
- The IEP is implemented upon the parent providing written consent of the approval of the IEP.
- At the beginning of each school year the member district has an IEP in effect for each student identified under IDEA within its jurisdiction.
- The IEP team meets at least annually to review the student's IEP. An IEP may have a duration of not more than 12 months.
- If the IEP team does not meet to review and revise the annual IEP, the district will not have a current IEP for that student. The student will continue to receive special education and related services. The student's last agreed-upon IEP will continue to be implemented until the IEP team meeting takes place and written parental consent is obtained.

Pursuant to ARM 10.16.3340, the LEA shall provide prior written notice of the changes to the parents, which includes a copy of the IEP, invites the parents to submit written exceptions to the IEP, and indicates that, if the parent does not respond, the LEA may implement the IEP as developed by the IEP team beginning 15 days following the date of the prior written notice.



Development, Review and Revision of IEP: SD6 ensures that the IEP team reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved and revises the IEP, as appropriate, to address the following:

- Any lack of expected progress toward the annual goals and in the general education curriculum
- The results of any re-evaluation
- Information about the child provided to, or by, the parents as part of an evaluation or re-evaluation
- The child's anticipated needs; or
- Other matters that may be identified or of concern

34 CFR 300.320-328; ARM 10.16.3340, ARM 37.98.1225

Private School Placement by Public Agencies: Prior to placing or referring a child in need of special education to a private school, facility, or a contracting district, SD6 shall initiate and conduct an IEP team meeting to develop an Individual Educational Program for the child in accordance with district procedures.

The district shall ensure that a representative of the private school or facility attends the IEP team meeting. If the representative of the private school or facility cannot attend the IEP team meeting, the district shall use other methods to ensure participation, including telephone calls or virtual meeting options.

After a child in need of special education enters a private school or facility, meetings to review and revise the child's individual educational program may be initiated by the private school or facility at the discretion of the IEP team.

If the private school or facility initiates and conducts these meetings, SD6 shall ensure that the parents and a district representative are involved in any decision about the child's Individual Educational Program and agree to any proposed changes in the program before those changes are implemented.

Even if a private school or facility implement a child's Individual Educational Program, responsibility for compliance with this section remains with SD6 and the department of education.

ARM 10.16.3340; 34 CFR 300.325



SECTION V: Procedural Safeguards, Due Process, Procedures for Parents and Children

Procedural Safeguards

The district/cooperative and all member schools/districts will ensure that all children with disabilities and their parents are afforded procedural safeguards required by 34 CFR 300.500 through 300.536, and consistent with Montana Administrative Rule [10.16.3501](#)

Authorizing statute(s): [20-7-402](#)

MCA Implementing statute(s): [20-7-403](#)

- [34 CFR 300.121](#) Procedural safeguards
- [34 CFR 300.500-536](#) Due process procedures for parents and children
- [Montana OPI Procedural Safeguards](#)
- [Policy 2161P](#)

A copy of the procedural safeguards must be made available to the parents of a child with a disability and must be given to the parents:

- At least one time per year
- Upon initial referral or parental request for evaluation
- Upon request by a parent
- Upon the first occurrence of the filing of a complaint with the OPI
- Upon disciplining a student and the decision is made to change the student's placement because of the student's violation of school code

Due Process

Included in the Procedural Safeguards are the following:

- [34 CFR 300.501](#) Opportunity to examine records; parent participation in meetings
- [34 CFR 300.502](#) Independent educational evaluations
- [34 CFR 300.503](#) Prior written notice; content of notice
- [34 CFR 300.504](#) Procedural safeguards notice
- [34 CFR 300.505](#) Use of electronic mail
- [34 CFR 300.506](#) Availability of mediation
- [34 CFR 300.507](#); [300.508](#); [300.509](#) Filing of due process complaints
- [34 CFR 300.510](#) Resolution process
- [34 CFR 300.511](#) Impartial due process hearing
- [34 CFR 300.512](#) Hearing rights
- [34 CFR 300.513](#); [300.514](#); [300.515](#); [300.516](#); [300.517](#) Hearing decisions
- [34 CFR 300.518](#) Status of child during process proceedings



- 34 CFR 300.519 Surrogate parents; children who are wards of the state; homeless youth
- 34 CFR 300.520 Transfer of rights at age of majority
- 34 CFR 300.530 Discipline procedures and manifestation determination
- 34 CFR 300.531 Determination of setting
- 34 CFR 300.532 Right of appeal of the determination of setting
- 34 CFR 300.533 Placement during appeals
- 34 CFR 300.534 Protections for children not determined eligible for special education and related services
- 34 CFR 300.535 Referral to action by law enforcement and judicial authorities
- Policy 2161P

Opportunity to Examine Records; Parent Participation in Meetings: The parents of a child with a disability shall be afforded, in accordance with the confidentiality of information requirements, an opportunity to inspect and review all education records concerning the identification, evaluation, and educational placement for the child and the provisions of FAPE to the child.

The parents of a child with a disability must be afforded an opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child. If a parent cannot participate in a meeting in which a decision is to be made relating to the educational placement of their child, the district shall use other methods to ensure their participation (for example, phone call, video conferencing).

A placement decision may be made by a group without parental involvement, if the district is unable to obtain the parent's participation in the decision. SD6 must have a record of its attempts to ensure parental involvement. A meeting does not include informal or unscheduled conversations involving school district personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of services provision. In addition, a meeting does not include preparatory activities that school district personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

Independent Educational Evaluations: A parent has the right to an independent educational evaluation (IEE) at public expense if the parent disagrees with an evaluation obtained by the district. If a parent requests an IEE, the district must either file due process to show that the district evaluation was appropriate or ensure that the IEE is provided. SD6 will provide the parent with a list of qualified examiners who are not employed by the district that the parent can choose from to conduct the IEE. The district may ask for the parent's reason why he or she objects to the school evaluation but they may not require the parent to provide a reason if that could unreasonably delay the evaluation. A parent is entitled to only one IEE at public expense each time the school conducts an evaluation with which the parent disagrees.

Parents may also choose to seek out independent evaluations at their own expense. If parents provide results of outside evaluations, the results of those evaluations will be considered by the district evaluation team in making decisions about FAPE.

Prior Written Notice; Content of Notice: SD6 – 8.2 – the parent a Prior Written Notice (PWN)



whenever the school district proposes or refuses to begin or change the identification, evaluation, or educational placement of their student or the provision of FAPE to their student.

SD6 will provide the notice in language understandable to parents.

The purpose of PWN is to notify and ensure parents understanding of the district's proposal or refusal to take action. PWN gives the parent a reasonable time to consider the change(s).

The parent then may decide to ask questions or offer suggestions regarding the information that is given in the PWN. If the parent disagrees with the proposal or refusal to take action, the PWN notifies the parents of the protections afforded to them in the procedural safeguards, including available dispute resolution procedures.

Procedural Safeguards Notice: A copy of the procedural safeguards will be made available to parents one time per year, except that a copy must also be given to parents:

- Upon initial referral or request for evaluation
- Upon an initial evaluation or parent request for evaluation
- Upon receipt of the first State complaint or the first due process complaint in a school year
- In accordance with the discipline procedures
- Upon request by the parent

Use of Electronic Mail: A parent of a child with a disability may elect to receive notices by electronic mail communication.

Availability of Mediation: The Montana OPI provides IEP facilitation and mediation to parents and school districts upon request. These options are available to both parties prior to filing a due process complaint. The procedures are voluntary and must be agreed upon by both parties. More information can be found on the OPI website under [Dispute Resolution](#).

Filing of Due Process Complaints: A parent or a school district may file a due process complaint on any matters relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child.

A due process complaint shall allege a violation that occurred not more than two years before the date the parent or school district knew or should have known about the alleged action that forms the basis of the due process complaint.

Exceptions: The timeline described in this section does not apply to a parent if the parent was prevented from filing a due process complaint due to the following:

- Specific misrepresentations by the district that it had resolved the problem forming the basis of the due process complaint.
- The district's withholding of information from the parent that was required to be provided to the parent.

Transfer of Rights at Age of Majority: Consistent with state law, when a child with a disability reaches the age of majority that applies to all children, except for an eligible child who has been determined to be incompetent, the member district shall provide any notice required to both the child and the parents, and all rights accorded to the parents under Part B IDEA transfer to the child.



Discipline Procedures and Manifestation Determination: SD6 may remove a student with a disability who violates a code of student conduct from his or her current placement to an appropriate alternative educational setting, another setting, or suspension for not more than ten days within a school year. Any changes of setting beyond ten days requires the district to provide services to the student in accordance with his or her IEP.

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the district, the parent, the director, or a school psychologist, and other relevant members of the child's IEP team (as determined by the parent and the district) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine whether the behavior that caused the change in placement was directly caused by or substantially related to the student's disability or if the behavior was the result of the district's failure to implement the IEP.

- If the behavior is determined to be a manifestation of the disability, the district must conduct a functional behavioral assessment (FBA), unless one was already conducted, and develop a behavior intervention plan. If a behavior intervention plan (BIP) is already in effect, the team should review the plan and modify it as necessary to address the behavior. The student should be returned to the placement from which he or she was removed unless the parent and district have agreed to a change in placement as part of the BIP.
- If the behavior is not determined to be a manifestation of the disability, the district may apply relevant disciplinary procedures in the same manner and for the same duration as would be applied to children without disabilities. The child must continue to receive educational services as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the IEP. The district must conduct an FBA, unless one was already conducted, and develop a BIP. If a BIP is already in effect, the team should review the plan and modify it as necessary to address the behavior.

Special Circumstances: School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

- Carries a weapon to or possesses a weapon at school, on school premises, or at a school function
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function or
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.



Assurances

SD6 has developed, adopted, and implemented policies and procedures that are consistent with all requirements of the Individuals with Disabilities Education Act (IDEA) and the State of Montana policies and procedures including, but not limited to, the following:

- SD6 has state-approved policies and procedures.
- Special education and related service staff are in place and appropriately certified/credentialed.
- Special education files are kept confidential, locked, up-to-date, accessible, and organized with appropriate information stored for the required length of time.
- The school maintains an up-to-date, confidential, and accurate database of students with IEPs.
- All IEPs are compliant as demonstrated by an annual review of the IEP.
- All evaluations (initial and re-evaluations) have been conducted within appropriate timelines.
- Evaluations for initial eligibility are comprehensive, are conducted by a multidisciplinary team, and contain evidence of classroom-based assessments and observations.
- The RTI process does not delay the evaluation of a student with a suspected disability, and the area(s) of suspected delay/concern are identified in the evaluation plan.
- All active IEPs have documentation of progress monitoring at a minimum of twice per year or as described in the IEP.
- Students receive services in accordance with their IEPs and records of documentation of services are maintained.
- All parents are notified of their Procedural Safeguards in accordance with IDEA.
- Notices and other IDEA-required information are presented to parents in understandable language (written language understandable by the general public and in the native language of the parent or other mode of communication used by the parent).
- SD6 adheres to all requirements regarding parentally placed private school children.
- SD6 maintains an inventory of all equipment, materials, curriculum, etc., purchased with special education funds throughout the life of the equipment.

District Superintendent

Date

Special Education Director

Date

2026 MTSBA Membership Electronic Vote

Introduction

Dear MTSBA Member:

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

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

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

As always, thank you for your time.

Lance L. Melton
MTSBA Executive Director

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

NAME of your
District

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

NAME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name

Coaching Contract Title	LName	FName	FTE
Coach JH Track	Andrews	Derek	0.065
Coach JH Track	Barth	Austin	0.065
Coach JH Track	Koch	Paula	0.065
Coach JH Track	Redfield	Kevin	0.065
Coach JH Boys Basketball	Backes	Eric	0.065
Coach JH Boys Basketball	Casazza	Mark	0.065
Coach JH Boys Basketball	Correa	Anthony	0.065
Coach JH Boys Basketball	McGrath	Bryan	0.065
Coach JH Boys Basketball	Miller	Theodore	0.065
Coach JH Girls Basketball			0.065
Coach JH Girls Basketball	Pickard	Anna	0.065
Coach JH Girls Basketball			0.065
Coach JH Girls Basketball	Wick	David	0.065

Coaching Contract Title	LName	FName	FTE	Coaching Level
Coach HS Speech	Knutson	Mikel	0.14	Assistant Coach
Coach HS Speech	Major	Alixzandra	0.1	Assistant Coach
Coach HS Speech	Wheeler	Dawn	0.18	Head Varsity
Coach HS Speech	Wheeler	Ian	0.1	Assistant Coach
Coach HS Speech	Wickham	Kavin	0.04	Assistant Coach
Coach HS Boys Basketball	Barth	Austin	0.1	Assistant Coach
Coach HS Boys Basketball	Presnell	Alex	0.12	Assistant Coach
Coach HS Boys Basketball	Andrews	Derek	0.17	Head Varsity
Coach HS Drama	Emily	Hackethorn	0.1	Assistant Coach
Coach HS Drama	Woody	Benjamin	0.12	Head Coach
Coach HS Girls Basketball	Griley	Jeremy	0.17	Head Varsity
Coach HS Girls Basketball	Middlesworth	Tary	0.12	Assistant Coach
Coach HS Girls Basketball	Nelson	Heidi	0.1	Assistant Coach
Coach HS Swimming	Babcock	Kyle	0.15	Head Varsity
Coach HS Swimming	Kaplan	Scarlet	0.1	Assistant Coach
Coach HS Wrestling	Cronk	Kilian	0.06	Assistant Coach
Coach HS Wrestling	Crump	David B.	0.12	Assistant Coach
Coach HS Wrestling	LaTray	Ron	0.06	Assistant Coach
Coach HS Wrestling	Schaeffer	Jessie	0.17	Head Varsity
Coach HS Wrestling-girls	Baccaro	Salvatore	0.06	Assistant Coach
Coach HS Wrestling-girls	Schaeffer	Benjamin	0.17	Assistant Coach
Coach HS Wrestling-girls	Timlick	Ryan	0.06	Assistant Coach
Coach HS Baseball	Corbett	Scott	0.12	Assistant Coach
Coach HS Baseball	Green	T. Chad	0.17	Head Varsity
Coach HS Softball	Davis	Melissa	0.12	Assistant Coach
Coach HS Softball	Lawrence	Rick	0.17	Head Varsity
Coach HS Tennis	Colliander	Michele	0.17	Head Varsity
Coach HS Tennis	DeShazer	Koahl	0.1	Assistant Coach
Coach HS Tennis	Schweikert	Tatem	0.1	Assistant Coach
Coach HS Track			0.1	Assistant Coach
Coach HS Track	McGrath	Bryan	0.1	Assistant Coach
Coach HS Track	Osborne	Josiah	0.1	Assistant Coach
Coach HS Track	Peacock	James	0.1	Assistant Coach
Coach HS Track	Schulz	Allie	0.1	Assistant Coach