

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 13 Day of July 2026
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