

AGENDA #16

BOZEMAN SCHOOL DISTRICT NO. 7
WILLSON BOARD ROOM
MONDAY April 9, 2018 – 5:45 p.m.

5:45 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESIDING TRUSTEE'S EXPLANATION OF PROCEDURES

Recognition of visitors and explanation of procedures to be followed when addressing the Board.
Please turn off cell phones.

BOARD EDUCATION:

1. Algebra Readiness

MINUTES

2. Minutes of Previous Meetings

RECOGNITION AND AWARDS

39. Montana Council of Administrators of Special Education Distinguished Service Award
40. National Board for Professional Teaching Standards Certification
42. 2017-18 State "AA" Girls' Basketball All-State Individuals
43. 2017-18 State "AA" Boys' Basketball All-State Individuals
44. 2017-18 Montana High School Journalism Contest

ACTION ITEMS - CONSENT

High School District

45. Approve Overhead Power Line Easement with NorthWestern Energy – Stucky & Cottonwood Site
59. Ratify Superintendent's Signature on Agreements with City of Bozeman Related to Construction of High School #2

Both Districts

113. Correction to Disposal of Portion of Patterson Road Property and 1218 Durston House
116. Personnel Actions
122. Financial Reports, Warrant Approval, Donations

Elementary District

135. Out-of-State 5th Grade Field Trip & Travel to Cody and Powell, Wyoming
137. Bid Approval - Morning Star Canopy
139. Bid Approval - Longfellow Front Entry Improvements

SUPERINTENDENT'S REPORT

142. Superintendent's Report

BOARD OF TRUSTEES

143. Requests, Calendar, Concerns, Reports, Future Agenda Items and Open Meeting Topics for Next Meeting
 - Superintendent's Review

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

144. Public Input Period: Members of the community are given an opportunity to make brief comments to the Board on any matters not included in the agenda.

ACTION ITEMS - SINGULAR

High School District


145. Selection of Consultant – Renovations and Improvements for Bozeman High School

DISCUSSION AND REPORTS

147. 2018 School Election Information

ADJOURN

Public comment can be submitted electronically to trustees@bsd7.org

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willett	Wilson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE:

BOARD EDUCATION:
ALGEBRA READINESS

CATEGORY:

DISCUSSION AND REPORTS

ORIGINATED

BY:

Rob Watson, Superintendent

OTHERS

INVOLVED:

Marilyn King, Deputy Superintendent of Instruction
Karin Neff, Data Analyst and Accountability Specialist

DATA

EXPANSION:

None

COST/FUND

SOURCE:

N/A

IMPLEMENTATION

ACTION:

High School and Elementary District DISCUSSION
April 9, 2018

DISCUSSION:

As part of the Long Range Strategic Planning process the administration in collaboration with the Board of Trustees developed the College and Career Readiness Framework.

The purpose of the Framework is to clearly define the academic and non-academic skills necessary for students to be successful, both while attending BSD7 and after they graduate from our District. In addition, the Framework will identify academic markers that will be used to assess District progress. The Framework is linked [HERE](#).

It is the intention of the Administration to develop Board understanding around academic markers, which can be used as accountability measures for the Framework. Over the course of the 2017/18 Board meetings, the District will review and define these academic markers for the Board during the Board Education portion of the meeting.

In this discussion the District administration will present achievement and demographic data related to our Algebra Readiness Goal. Specifically we will explore what we know about the number of students who are ready for Algebra upon completion of 8th grade.


This discussion supports the following Long Range Strategic Plan strategic objectives:

Strategic Objective 1.06: Prepare all students to be College and Career Ready to engage in a global community.

Strategic Objective 2.01: Secure and align resources with District goals.

Strategic Objective 3.01: Enhance District transparency and accountability through effective communication with our community.

Strategic Objective 3.04: Engage in a collaborative dialogue surrounding topics of educational importance to our community and their impact on the LRSP.

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: MINUTES OF PREVIOUS MEETINGS

CATEGORY: MINUTES

ORIGINATED BY: Mike Waterman, District Clerk

OTHERS INVOLVED: Nancy Brady, Executive Assistant

DATA EXPANSION: Minutes of the Special Board Meeting of 03-05-18, Regular Board Meeting of 03-05-18 and Special Board Meeting of 03-26-18

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: Elementary and High School District ACTION
Effective March 5, 2018

SUPERINTENDENT'S RECOMMENDATION:

If the Board wishes to approve this item as presented, the following motion would be in order:

MOVE THE BOARD OF TRUSTEES approve as presented the minutes of the Special Board Meeting of 03-05-18, Regular Board Meeting of 03-05-18 and Special Board Meeting of 03-26-18.

DISCUSSION:

Upon approval, the minutes represent the official actions of the Board of Trustees of School District No. 7, Gallatin County, Montana. Every effort is made to have these recommended minutes accurately portray the proceedings and procedures of the Trustees.

BOARD MEETING, BOARD OF TRUSTEES, SCHOOL DISTRICT NO. 7

Open Session

DATE: March 5, 2018

TIME: 4:00p.m.

PLACE: Willson Board Room

MEMBERS

PRESENT: Andy Willett, Chair
Heide Arneson, Vice Chair
Gary Lusin
Greg Neil
Tanya Reinhardt
Wendy Tage
Sandra Wilson

MEMBERS

ABSENT: Douglas Fischer

STAFF

PRESENT: Rob Watson, Superintendent
Marilyn King, Deputy Superintendent Instruction
Brian Ayers, Chief Joseph Middle School Principal
Mike Waterman, District Clerk

MEDIA: None

VISITORS: Gary McGowan
Aeris McGowan
Lynda White, Attorney
Eric Vandersloot, Bozeman Police Department

Special Meeting on Level 4 Uniform Complaint Review of Services

At 4:10 p.m., Chair Willett called the meeting to order. Following roll call, the trustees reviewed their notes. At 4:20p.m., Chair Willett reconvened the Board. He explained the purpose of the meeting and asked Mr. McGowan if he wished to have the meeting closed to protect his right to privacy or waive his right to privacy and keep the meeting open. Mr. McGowan chose to waive his right to privacy and that of his daughter and continue the meeting in open session.

Chair Willett outlined the procedures to be followed for the meeting. First, Mr. McGowan provided his statement of position. Mr. McGowan contended his daughter had reported over 50 instances of bullying at Chief Joseph Middle School (CJMS). Mr. McGowan claimed the District mishandled his daughter's situation, neglected its duty of care, misrepresented options available to him, and did not show him a proper level of respect.

The Board of Trustees then asked Mr. McGowan clarifying questions. When asked what remedies he sought, Mr. McGowan responded that he wanted Superintendent Watson and Principal Ayers relieved of their jobs. He also wanted quicker access to the Uniform Complaint Process, more care shown towards students, and tighter controls over relationships with partner organizations.

Administration then presented its response to Mr. McGowan's claims. CJMS Principal Brian Ayers explained the process of bullying resolution at CJMS and explained the process for case file management there. He admitted some aspects of the situation could have been handled better and that he had addressed those shortcomings with his staff. However, Mr. Ayers disputed the claim that Mr. McGowan's daughter had reported over 50 instances of bullying.

Superintendent Watson contended that Mr. McGowan did, in fact, receive copies of the complaint process paperwork in a timely fashion. He also noted that Mr. McGowan's claims were treated as uniform complaints even though it was not specifically requested. Superintendent Watson explained that he investigated the situation and found it was handled appropriately and said Mr. McGowan misrepresented communication from District employees.

The Board then asked administration clarifying questions and began its deliberation process. It was noted that the Board has 30 days to render a decision, and the decision must be ratified in open session.

The Board established that Mr. McGowan sought three remedies: allowing Mr. McGowan's daughter to continue her education in the Bozeman School District, reviewing and streamlining grievance processes, and reviewing bullying protocols. Mr. McGowan also requested the specified administrators be disciplined, but several trustees including Trustee Reinhardt noted they were not in favor of disciplining any administrators.

Trustee Reinhardt stated she felt both the District and Mr. McGowan could have improved their responses. She moved the Board accept the Superintendent's Level 3 Response to the complaint, review and streamline access to uniform complaint procedures, and continue its administrative and committee review of bullying prevention and response protocols. Trustee Tage seconded the motion. Ms. White noted she felt the proposed actions met the requirements of the policy. Mr. McGowan stated that he was satisfied with the proposal and would support it. Motion passed 7-0.

The meeting adjourned at 5:45 p.m.

Andy Willett, Board Chair

Mike Waterman, District Clerk

BOARD MEETING, BOARD OF TRUSTEES, SCHOOL DISTRICT NO. 7 AND HIGH SCHOOL DISTRICT

Open Session

DATE: March 5, 2018

TIME: 5:45 p.m.

PLACE: Willson Board Room

MEMBERS

PRESENT: Andy Willett, Chair
Heide Arneson, Vice Chair
Gary Lusin
Greg Neil
Tanya Reinhardt
Wendy Tage
Sandy Wilson

MEMBERS

ABSENT: Douglas Fischer

STAFF

PRESENT: Robert Watson, Superintendent
Steve Johnson, Deputy Superintendent Operations
Marilyn King, Deputy Superintendent Instruction
Pat Strauss, Director of Human Resources
Mike Waterman, Director of Business Services/District Clerk
Todd Swinehart, Director of Facilities
Nancy Brady, Secretary

OTHERS

PRESENT: Bethany Spangler and Krista Johnson, BEA Representatives

MEDIA: Gail Schontzler, Bozeman Chronicle

VISITORS: Approximately 83

Call to Order

The meeting was called to order at 5:45 p.m. by Chair Willett. Following the Roll Call and the Pledge of Allegiance, Willett welcomed visitors and explained the purpose of the meeting and procedures to be followed.

Board Education: Tech and Writing Literacy

Robin Miller, Curriculum Director; Karin Neff, Accountability/Data Analyst Specialist; Joe Hagemeister, Curriculum/Technology Specialist; and Patrick McClellan, Longfellow Principal; gave a PowerPoint presentation on Elementary Writing Literacy and Technology Skills which covered:

- Writing Literacy
- 2016-17 Proportion of Students Meeting Writing Proficiency Benchmarks
- Technology Skills

- 2016-17 Elementary Tech Performance Task
- Take Home Points

Miller, Neff, Hagemeister and McClellan answered Trustees questions.

Minutes

Trustees made no changes to the proposed minutes. Minutes of the Special Board Meeting of 02-07-18, Regular Board Meeting of 02-12-18 and Special Board Meeting of 02-26-18 were approved as presented.

2017-18 “AA” Girls’ State Swim Individual Champion

Trustee Neil moved the Board of Trustees adopt the following resolution. Trustee Tage seconded the motion. Motion carried 7-0.

WHEREAS: The Bozeman High School Girls’ Swim Team competed in the “AA” State Swim Meet in Great Falls on February 9-10, 2018; and

WHEREAS: The Bozeman High School Girls’ Swim Team took 2nd place in the “AA” State Swim Meet; and

WHEREAS: The following Girls’ Swim Team member was an individual place winner:

Sara Guillen – 500 Yard Freestyle

THEREFORE: Be it resolved that the Board of Trustees recognize and honor the Bozeman High School 2017-18 State Swim Individual Champion Sara Guillen.

2017-18 Gatorade Montana Girls’ Cross Country Runner of the Year

Trustee Wilson moved the Board of Trustees adopt the following resolution. Trustee Lusin seconded the motion. Motion carried 7-0.

WHEREAS: Gatorade Company has named Bozeman Cross Country runner, Camila Noe, as its 2017-18 Gatorade Montana Girls’ Cross Country Runner of the Year, distinguishing her as Montana’s best high school girls’ cross country runner, and

WHEREAS: Camila Noe is a member of the “AA” State Cross Country Championship Team, finishing in 1st place at the Montana State “AA” Championships, placing 1st at the Nike Cross Nationals Northwest Regional Championships and 51st overall at the Nike Nationals; and

WHEREAS: Noe was a team captain for the 2017 season, led the Hawks to an 8th place finish at NXN in 2016 and a 5th place finish in 2017 and is a BHS record holder in the 3200m with a time of 10:26 at the prestigious Arcadia Invitational; and

WHEREAS: Camila maintained a 3.52 GPA, volunteered locally with the Special Olympics and donates her time to multiple community road races;

THEREFORE: Be it resolved that the Board of Trustees recognize and honor Camila Noe as the 2017-18 Gatorade Montana Girls’ Cross Country Runner of the Year.

2017-18 Gatorade Montana Boys' Cross Country Runner of the Year

Trustee Neil moved the Board of Trustees adopt the following resolution. Trustee Wilson seconded the motion. Motion carried 7-0.

- WHEREAS: Gatorade Company has named Bozeman Cross Country runner, Duncan Hamilton, as its 2017-18 Gatorade Montana Boys' Cross Country Runner of the Year; and
- WHEREAS: Duncan Hamilton is a member of the "AA" State Cross Country Championship Team, finished in 2nd place at the Montana "AA" Championship meet and placed 2nd at the Nike Regional meet. He earned Second Team All-American status by finishing 11th overall at Nike Cross Nationals Final this past season; and
- WHEREAS: Duncan was a team captain in 2017 for the Bozeman Cross Country team and a key member of the Bozeman HAWKS in 2016 when they won the first NXN National Championship as a team; and
- WHEREAS: Hamilton has maintained a 4.22 GPA, is a member of Bozeman High Schools National Honor Society and volunteered locally as part of a multiple community service initiative through the Boy Scouts of America;
- THEREFORE: Be it resolved that the Board of Trustees recognize and honor Duncan Hamilton as the 2017-18 Gatorade Montana Boys' Cross Country Runner of the Year.

2017-18 "AA" Wrestling State Individual Champions

Trustee Lusin moved the Board of Trustees adopt the following resolution. Trustee Neil seconded the motion. Motion carried 7-0.

- WHEREAS: The Bozeman High School Wrestling Team competed in the "AA" State Wrestling Meet in Billings on February 9-10, 2018; and
- WHEREAS: The Bozeman High School Wrestling Team took 2nd place in the "AA" State Wrestling Meet; and
- WHEREAS: The following wrestlers are State "AA" Individual Champions:
- Sterling Quinn – 1st Place 120 lb. Weight Class
Leif Schroeder – 1st Place 126 lb. Weight Class
Chance McLane – 1st Place 145 lb. Weight Class
- THEREFORE: Be it resolved that the Board of Trustees recognize and honor Bozeman High School's 2017-18 "AA" State Champion Wrestlers: Chance McLane, Sterling Quinn and Leif Schroeder.

U.S. Track & Field and Cross Country Montana Girls' and Boys' Cross Country Coach of the Year

Trustee Tage moved the Board of Trustees adopt the following resolution. Trustee Arneson seconded the motion. Motion carried 7-0.

- WHEREAS: Casey Jermyn has been the Girls' and Boys' Cross Country Coach for two seasons; and

WHEREAS: The girls finished as Montana State Champions in October 21, 2017, took 1st place in the 2017 Nike Cross Nationals Northwest Regional Meet held on November 11, 2017, and took 5th place in the 2017 Nike Cross Nationals Meet held on December 2, 2017. The boys finished as Montana State Champions in October 21, 2017, took 4th place in the 2017 Nike Cross Nationals Northwest Regional Meet held on November 11, 2017; and

WHEREAS: Casey has been selected by U.S. Track & Field and Cross Country Coaches Association as the 2017 Montana State Girls' and Boys' Cross Country Coach of the Year;

THEREFORE: Be it resolved that the Board of Trustees recognize and honor Casey Jermyn.

2017-18 "AA" Speech and Debate State Championship Team and All-State/State Champion Individuals

Trustee Arneson moved the Board of Trustees adopt the following resolution. Trustee Reinhardt seconded the motion. Motion carried 7-0.

WHEREAS: The Bozeman High Speech and Debate team took 1st place in the 2017-18 State "AA" Speech and Debate Championship Tournament in Great Falls on January 26–27, 2018, the programs' third consecutive state title which resulted in the following honors for Bozeman High School students; and

WHEREAS: Earning Individual State Champion in the following categories were:

Policy Debate:	Easton Kelley and Ruby Lenard
Impromptu Speaking:	Owen Burroughs
Original Oratory:	Garret Nielson
Dramatic Interpretation:	Favour Bright

WHEREAS: Earning All-State honors in the following categories were:

Policy Debate:	Easton Kelley and Ruby Lenard, Jackson Raecke and Ryan Geissler, Dale Hansen and Wilson McMakin, Ava Snow and Althea Reichert
Public Forum Debate:	Pushya Krishna and Augusta Reinhart
Original Oratory:	Garret Nielson
Informative Speaking:	Scarlytt Long
Impromptu Speaking:	Owen Burroughs
Extemporaneous Speaking:	Owen Burroughs
Memorized Public Address:	Hanni Wiegand, Emily Daniels
Dramatic Interpretation:	Favour Bright
Duo Interpretation:	Favour Bright and Alexandra Flory

WHEREAS: State Championship Team Members are:

Favour Bright, Owen Burroughs, Grace Cawley, Emily Daniels, Jack Dungan, Katie Ellig, Alexandra Flory, Ryan Geissler, Katie Gregoire, Dyllan Hankins, Dale Hansen, Elsa Horgan, Erika Johnson, Easton Kelley, Corrina Kitchen, Pushya Krishna, Kaitlyn Krushefski, Ruby Lenard, Colton Lipfert, Scarlytt Long, Kiki McMahon, Wilson McMakin, Audrey Miller, Abby Mize, Aidan Morton, Garret Nielson, Michelle O'Shea, Jackson Raecke, Althea Reichert, Augusta Reinhart, Malachi Reynolds, Ava Snow, Macy Thompson, Salomé Tierney, Hanni Wiegand, Anja Wookey-Huffman, Logan Yates;

THEREFORE: Be it resolved that the Board of Trustees recognize and honor the 2017-18 Speech and Debate State Individual Champions, All State Individuals, and State Championship Team.

2017-18 Speech and Debate National Qualifiers

Trustee Reinhardt moved the Board of Trustees adopt the following resolution. Trustee Wilson seconded the motion. Motion carried 6-0 (Trustee Arneson absent).

WHEREAS: The Bozeman High School Hawkers Speech and Debate Team took 1st place at the National Speech and Debate Association Qualifying Tournament held in Helena February 9-10, 2018 winning the overall Sweepstakes Award; and

WHEREAS: The National Speech and Debate Association Qualifying Tournament resulted in the following Bozeman High School Speech and Debate Team Members qualifying for the National Speech and Debate Association National Tournament, which will be held June 16-23, 2018 in Ft. Lauderdale, Florida:

Public Forum Debate:

Pushya Krishna and Augusta Reinhart, Malachi Reynolds and Katie Gregoire

Lincoln-Douglas Debate:

Katie Ellig, Dyllan Hankins

Policy Debate:

Easton Kelley and Ruby Lenard

Dramatic Interpretation:

Favour Bright

Program Oral Interpretation:

Christly Bright

Informative Speaking:

Scarlytt Long

Humorous Interpretation:

Kiki McMahon

THEREFORE: Be it resolved that the Board of Trustees recognize and honor the 2017-18 National Speech and Debate Association National Qualifiers.

Consent Agenda – High School and Both Districts

Trustee Lusin moved that the Board of Trustees approve items #42, 44, 48 and 55. Trustee Wilson seconded the motion. Motion carried 5-0 (Trustees Arneson and Reinhardt absent).

1. High School #2 – Approval of GC/CM Contract Amendment, Bid Pack #1

44 Bid Approval – Willson Window Replacement Phase II

48 2018-2019 School Calendar Revisions

55. Personnel Actions (attached)

Consent Agenda – Elementary District

Trustee Tague moved that the Board of Trustees approve item #59. Trustee Neil seconded the motion. Motion carried 4-0 (Trustees Arneson and Reinhardt absent).

59. Disposal of Portion of Patterson Road Property and 1218 Durston House

Superintendent's Report

Superintendent Watson's report included:

- State Girls' and Boys' Basketball Tournament – BHS Girls' and Boys' Varsity Teams will compete
- Double AA Band Festival March 5-6 at Willson
- Spring Break March 12-16
- Revised Calendar – Spring Break for 2018-19 was moved one week later because MSU has set their break for that week

Board of Trustees

Trustee Lusin and Trustee Neil reported on the AA Caucus.

Trustee Lusin recognized Superintendent Watson for the efficient way the Student Walk Out was handled.

Public Participation on Non-Agenda Items

None

High School Bond Projects Update and Exemptions to BHS Site-Development

Director of Facilities Todd Swinehart introduced this item explaining the District is requesting three exemptions from the City of Bozeman.

Jeff Lusin, NE45 Architecture, explained the three exemptions:

1. Additional Screening Requirements
2. Parking Lot Landscaping
3. City Parking Requirements

These three exemptions will be on the Bozeman City Commission agenda at their April 2, 2018 meeting.

Swinehart and Lusin answered Trustees' questions,

Trustee Tague moved the Board of Trustees approve the High School bond update and the indicated zoning and parking exemptions for the BHS site. Trustee Neil seconded the motion. Motion carried 7-0.

Executive Session

At 7:35 p.m., Chair Andy Willett declared that the Superintendent Watson's right to privacy clearly outweighed the public's right to know and closed the meeting. The meeting reconvened in open session at 8:55 p.m. and adjourned at that time.

Andy Willett, Board Chair

Mike Waterman, District Clerk

**Bozeman Public Schools
Human Resources**

March 5, 2018

REQUIRES BOARD ACTION

Confirmation of Employment (Classified)

Name	Position	Unit/Grade Step	Effective	Hourly Rate
Floming, Taylor	Running Start PARA, 1.0 FTE, WHIT, 9.25 mos.	B01	2/12/2018	\$10.90
Miller, Benjamin	Custodian, 1.0 FTE, MOST, 12 mos.	G01	2/21/2018	\$14.88

Confirmation of Request for Leave of Absence (Certified)

Name	Position	Reason	Effective Dates
Maxfield, Haley	Kindergarten Teacher, 1.0 FTE, HAWT	FMLA	5/3/18 - 6/8/18
Parseghian, Julia	Speech Language Pathologist, .80 FTE, CJMS	LOA	5/8/18 - 6/8/18
Powell, Meghan	Elementary Teacher, 1.0 FTE, HAWT	VCDP	2018-2019

Confirmation of Request for Leave of Absence (Classified)

Name	Position	Reason	Effective Dates
Vacca, Jessica	Self Contained PARA, .875 FTE, BHS, 9.25 mos.	LOA	4/6/18 - 6/7/18

Confirmation of Resignations/Terminations (Certified)

Name	Position	Reason	Effective	Years of Service
Cannata, Ann	MS Teacher, 1.0 FTE, MA(M)+105, Step 18, \$75,976, CJMS	Retirement	6/8/2018	24
Jacoby, Peter	MS Teacher, 1.0 FTE, MA(M)+105, Step 14, \$69,771, SMS	Retirement	6/8/2018	18.6
Johnson, Karen	Health Enhancement Teacher, 1.0 FTE, BA(M)+105, Step 18, \$75,976, SMS	Retirement	6/8/2018	36
Morical, Wendy	Gifted and Talented Teacher, .70 FTE, BA(M)+90, Step 18, \$50,343.30, ASPT	Retirement	6/8/2018	24
Wallace, James	Elementary Teacher, 1.0 FTE, BA(M)+105, Step 16, \$72,277, LONG	Retirement	6/8/2018	19

Confirmation of Resignations/Terminations (Professional)

Name	Position	Reason	Effective	Years of Service
Burrows, Robert	Supervisor of Support Services, 1.0 FTE, \$94,242, 12 mos.	Retirement	9/10/2018	28.05

Confirmation of Resignations/Terminations (Classified)

Name	Position	Reason	Effective	Years of Service
Bateman, Brittney	Central Kitchen Specialist, 1.0 FTE, FC1, \$11.75/hr., SUPT SVCS, 9.25 mos.	Resignation	2/9/2018	5.5 mos.
Deegan, Julie	Custodian, .50 FTE, MDLK, .50 FTE, CJMS, G05, \$16.08/hr., 12 mos.	Resignation	2/16/2018	5 mos.
Ganser, Anna	Self Contained PARA, .875 FTE, D10, \$14.65/hr., CJMS, 9.25 mos.	Resignation	3/2/2018	9.4
Garcia, Albert	Head Custodian, 1.0 FTE, G09, \$18.92/hr., MDLK, 12 mos.	Retirement	3/30/2018	8.4
Giannetti, Joseph	Roving Custodian, 1.0 FTE, G04, \$15.77/hr., FAC, 12 mos.	Resignation	3/23/2018	6 mos.
Jenkinson, Richard	Self Contained PARA, .875 FTE, D02, \$12.54/hr., BHS, 9.25 mos.	Resignation	4/13/2018	4.5 mos.
Johnson, Dana	Secretary/Bookkeeper, 1.0 FTE, H28, \$21.61/hr., BHS, 11 mos.	Retirement (Correction to Retirement Date)	9/30/2018	28.2

**Bozeman Public Schools
Human Resources**

March 5, 2018

REQUIRES BOARD ACTION (con't)

Confirmation of Resignations/Terminations (Classified) (con't)

Name	Position	Reason	Effective	Years of Service
Koroiyale, Jessica	Self Contained PARA, .500 FTE, D01, \$12.30/hr., LONG, 9.25 mos.	Resignation	2/26/2018	3 mos.
Kunda, Carol Ann	Crosswalk PARA, .0625 FTE, B16, \$13.99/hr., Self Contained PARA, .625 FTE, D16, \$15.82/hr., HYL, 9.25 mos.	Retirement	6/7/2018	13.1

REPORT OF ADMINISTRATIVE ACTIONS

Changes and Revisions in Contracts (Classified)

Name	From	To	Effective	Reason
Balliet, Patricia	FS Specialist, .4375, SUPT SVCS, Satellite Hostess II, .5625 FTE, HAWT, FB1, \$10.90/hr., 9.25 mos.	Satellite Hostess II, .5625 FTE, HAWT, FB1, \$10.90/hr., 9.25 mos.	2/12/2018	Decrease in FTE/Hrs.
Cialella, Dawn	SPED Resource PARA, .500 FTE, B01, \$10.90/hr., EMDI, 9.25 mos.	SPED Resource PARA, .4938 FTE, B01, \$10.90/hr., EMDI, 9.25 mos.	2/20/2018	Decrease in FTE/Hrs.
Hofman, Claudine	Self Contained PARA, .9375 FTE, D07, \$13.81/hr., CJMS, 9.25 mos.	Self Contained PARA, .875 FTE, D07, \$13.81/hr., CJMS, 9.25 mos.	2/14/2018	Decrease in FTE/Hrs.
Kurk, Bailee	Before/Afterschool PARA, .375 FTE, B01, \$10.90/hr., HYL, 9.25 mos.	Before/Afterschool PARA, .375 FTE, HYL, Non Instructional PARA, .3125 FTE, CJMS, B01, \$10.90/hr., 9.25 mos.	2/12/2018	Additional Assignment, Increase in FTE/Hrs.
Love, Michael	Roving Custodian, 1.0 FTE, G05, \$16.08/hr. FAC, 12 mos.	Head Custodian, 1.0 FTE, G05, \$17.63/hr., MOST, 12 mos.	3/1/2018	Change in Assignment, Location, Hourly Rate
Pac, Hayley	Overflow PARA, .400 FTE, Non Unit, \$11.25/hr., Before/Afterschool PARA, .3375 FTE B01, \$10.90/hr., MOST, 9.25 mos.	Overflow PARA, .2125 FTE, Non Unit, \$11.25/hr., Before/Afterschool PARA, .3375 FTE B01, \$10.90/hr., MOST, 9.25 mos.	2/20/2018	Decrease in FTE/Hrs.
Straughn, Sadie	Self Contained PARA, .875 FTE, D01, \$12.30/hr., CJMS, 9.25 mos.	Self Contained PARA, .9375 FTE, D01, \$12.30/hr., CJMS, 9.25 mos.	2/14/2018	Increase in FTE/Hrs.
Walker, Kathryn	Crosswalk PARA, .125 FTE, Discretionary PARA, .250 FTE, Title 1 Schoolwide PARA, .5625 FTE, Running Start PARA, .250 FTE, B02, \$11.11/hr., WHIT, 9.25 mos.	Crosswalk PARA, .125 FTE, Discretionary PARA, .250 FTE, Title 1 Schoolwide PARA, .5625 FTE, B02, \$11.11/hr., WHIT, 9.25 mos.	2/12/2018	Termination of Assignment, Decrease in FTE/Hrs.

Stipends -Extracurricular

Name	Authorized Position	Stipend	Level	Effective
Booth, Jamie	Tennis - Asst. Coach - BHS	\$2,952.00	4	3/11/18 - 5/25/18
Bullock, Robert	Tennis - Asst. Coach - BHS	\$2,952.00	4	3/11/18 - 5/25/18
Cech, Ryan	Track - Asst. Coach - BHS (Longevity)	\$3,817.40	3	3/11/18 - 5/25/18
Harris, Clayton	Tennis - Head Coach - BHS	\$3,671.00	3	3/11/18 - 5/25/18
Cole, Mike	Track - Asst. Coach - BHS (Longevity)	\$3,964.68	3	3/11/18 - 5/25/18
Fisher, Eric	Intramural Saturday Basketball - MDLK (Longevity)	\$690.56	7	1/20/18 - 3/3/18

**Bozeman Public Schools
Human Resources**

March 5, 2018

REPORT OF ADMINISTRATIVE ACTIONS (con't)

Stipends - Extracurricular (con't)

Name	Authorized Position	Stipend	Level	Effective
Fisher, Eric	Intramural Tennis - Willson	\$664.00	7	1/30/18 - 3/8/18
Fisher, Eric	Track - Head Coach - BHS	\$5,370.00	2	3/11/18 - 5/25/18
Heppner, Bruce	Wrestling - 7/8th Gr. - SMS (% 5/6)	\$1,730.33	5/6	1/24/18 - 3/10/18
Holmquist, Wes	Summer Gym Supervisor - BHS (.333) (Longevity)	\$1,223.67	3	6/3/18 - 7/31/18
Hostetler, Troy	Fastpitch Softball - Head Coach - BHS (Longevity)	\$5,584.80	2	3/11/18 - 5/25/18
Houston, Todd	Fastpitch Softball - Asst. Coach - BHS	\$3,671.00	3	3/11/18 - 5/25/18
Jermyn, Casey	Track - Asst. Coach - BHS	\$3,671.00	3	3/11/18 - 5/25/18
Mckiernan, Stacie	Hawk Theater Company - Head - BHS - (Longevity)	\$3,188.16	4	2017-2018
Monroe, Travis	Track - Asst. Coach - BHS (Longevity)	\$3,817.84	3	3/11/18 - 5/25/18
Nagel, Jason	Wrestling - 7/8th Gr. - CJMS (% 5/6)	\$1,730.33	5/6	1/24/18 - 3/10/18
Pederson, Blaine	Track - Asst. Coach - BHS (Longevity)	\$3,817.84	3	3/11/18 - 5/25/18
Thatcher, Dan	Fastpitch Softball - Asst. Coach - BHS	\$3,671.00	3	3/11/18 - 5/25/18
Wahl, Nathan	Weightroom - Spring Supervisor - BHS	\$1,969.00	5	3/11/18 - 5/25/18
Wahl, Nathan	Summer Gym Supervisor - BHS (.333)	\$1,223.30	3	6/3/18 - 7/31/18
Wesche, Levi	Summer Gym Supervisor - BHS (.333) (Longevity)	\$1,272.61	3	6/3/18 - 7/31/18

Stipends - Not Extracurricular

Name	Authorized Position	Stipend	Level	Effective
Johnson, Shara-lyn	Additional compensation added to hourly rate for assisting in HR while staff out.	\$2.29		2/14/18 - 2/23/18
Torres, Paola	ADED instructor (Hrly. Rate)	\$15.00		1/8/18 - 6/30/18
Marty, Steve	ADED instructor (Hrly. Rate)	\$15.00		9/1/17 - 6/30/18
Hompesch, Robin	Administration of DEQ Grant for the Mandeville Creek Watershed	\$6,000.00		2017-2018
Guttormson, Maggie	Math STREAM Grant year 5 - Geometry 4- 7	\$750.00		11/25/17 - 12/20/17
Squillace, Sandra	Math STREAM Grant year 5 - Geometry K- 3	\$750.00		November, December 2018
Gaines, Kristi	National Board Certification	\$2,000.00		2017-2018
Garged, Aisha	World Language Coach - Spring - 1 Section(s) (IRVG)	\$600.00		1/24/18 - 4/10/18
McKelvy, Stephen	World Language Coach - Spring - 1 Section(s) (MDLK)	\$600.00		1/24/18 - 4/10/18
Price, Caroline	World Language Coach - Spring - 2 Section(s) (EMDI, HAWT)	\$1,200.00		1/24/18 - 4/10/18
Swenson, Gigi	World Language Coach - Spring - 2 Section(s) (EMDI, MOST)	\$1,200.00		1/24/18 - 4/10/18
Wolf, Kristen	World Language Coach - Spring - 4 Section(s) (IRVG, HYL, LONG, MDLK)	\$2,400.00		1/24/18 - 4/10/18

BOARD MEETING, BOARD OF TRUSTEES, SCHOOL DISTRICT NO. 7 AND HIGH SCHOOL DISTRICT

Open Session

DATE: March 26, 2018

TIME: 6:00 p.m.

PLACE: Willson Board Room

MEMBERS

PRESENT: Andy Willett, Chair
Heide Arneson, Vice Chair
Douglas Fischer
Gary Lusin
Greg Neil
Tanya Reinhardt
Wendy Tage
Sandy Wilson

MEMBERS

ABSENT: None

STAFF

PRESENT: Robert Watson, Superintendent
Steve Johnson, Deputy Superintendent Operations
Pat Strauss, Director of Human Resources
Mike Waterman, Director of Business Services/District Clerk
Todd Swinehart, Director of Facilities

OTHERS

PRESENT: Tami Phillippi, BEA President

MEDIA: Gail Schontzler, Bozeman Chronicle

VISITORS: Approximately 45

Call to Order

The meeting was called to order at 6:00 p.m. by Chair Willett. Following the Roll Call and the Pledge of Allegiance, Willett welcomed visitors and explained the purpose of the meeting and procedures to be followed.

Project Lead the Way Distinguished School

Trustee Fischer moved the Board of Trustees adopt the following resolution. Trustee Tage seconded the motion. Motion carried 8-0.

WHEREAS: Project Lead the Way (PLTW) is a nonprofit organization that serves millions of K-12 students and teachers in over 10,500 schools across the United States; and

WHEREAS: The PLTW Distinguished School recognition honors schools committed to increasing student access, engagement, and achievement in their PLTW programs; and

- WHEREAS: Through PLTW programs, students develop STEM knowledge as well as in-demand, transportable skills that they will use both in school and for the rest of their lives, on any career path they take; and
- WHEREAS: Bozeman High School offers PLTW coursework in Biomedical Sciences and Engineering; and
- WHEREAS: Approximately 340 students participate in the Biomedical Program and 90 in the Engineering Program; and
- WHEREAS: Bozeman High School is one of just 133 high schools across the U.S. to receive this honor;
- THEREFORE: Be it resolved that the Board of Trustees recognize Bozeman High School for this distinction.

2018 Health Occupations Students of America, State Competition

Trustee Lusin moved the Board of Trustees adopt the following resolution. Trustee Reinhardt seconded the motion. Motion carried 8-0.

- WHEREAS: Health Occupations Students of America (HOSA) is a student organization whose mission is to promote career opportunities in health care and to enhance the delivery of quality health care to all people; and
- WHEREAS: Fourteen Bozeman High School students competed at the 14th annual state leadership conference, held in Helena, Montana, March 12-13, 2018; and
- WHEREAS: The Bozeman High School HOSA Chapter's officers are President Heidi Wills, and officers Emma Edmisten, Liza Roe, Ellie Jackson, Lucy Wagner and Erika Meuli; and
- WHEREAS: The Bozeman High School HOSA Chapter received recognition as the 2018 Outstanding HOSA Chapter due to its community/school service, including Week of Wellness, career exploration, and health partnerships; and
- WHEREAS: The following students received gold medals: Ellie Schnur in Biomedical Lab Science, Max Fields in Pathophysiology, Irene Liang in Transcultural Health Care, and Melia Golliher in Dental Science;
- THEREFORE: Be it resolved that the Board of Trustees recognize and honor Ellie Schnur, Max Fields, Irene Liang, Melia Golliher and the entire Bozeman High School HOSA Chapter for these achievements.

Montana State VEX Robotics Championship Awards

Trustee Wilson moved the Board of Trustees adopt the following resolution. Trustee Reinhardt seconded the motion. Motion carried 8-0.

- WHEREAS: The Robotics Education and Competition Foundation seeks to increase student interest and involvement in science, technology, engineering and mathematics by engaging students in hands-on robotics engineering programs and competitions across the U.S. and internationally; and
- WHEREAS: The State VEX Robotics Championship took place at Sacajawea Middle School on February 24, 2018; and
- WHEREAS: The Sacajawea Middle School Team, comprised of Leland Lammers, Hayden Traver, and Blake Leone won the Excellence Award for the middle school division and qualified for the World Championship; and

WHEREAS: The High School Team Tournament awards were earned by:

- Team 8447A of Emily Schmidt and Kyle Malcom – Tournament Winners, Skills Competition winners and Excellence Award winners, which qualifies them for the World Championship
- Team 8447B of Chase Keele, Hudson Bassett, and Hailey LaChapelle – Tournament Winners
- Team 8447C of Miles Schauers and Ben Neilson – Design Award
- Team 8447D of Ian Novak and Kris Torgerson – Judges Award

WHEREAS: Bozeman High School and Sacajawea Middle School Teams qualified for the VEX Robotics World Championship;

THEREFORE: We recognize and honor Sacajawea Middle School students Abbott Brechbuhler, James Broderick, Jerry Broderick, Josh Garriques, Evyn Kelly, John Kim, Leland Lammers, Blake Leone, Zac Serocki, Hayden Traver and Bozeman High School students, Hudson Bassett, Chase Keele, Hailey LaChapelle, Kyle Malcom, Ben Neilson, Ian Novak, Miles Schauers, Emily Schmidt and Kris Torgerson for these achievements.

Consent Agenda – Both Districts

Trustee Tague moved that the Board of Trustees approve items #5 and 7. Trustee Lusin seconded the motion. Motion carried 8-0.

5. Out-of-State Field Trip & Travel to VEX Robotics World Championships

7. Financial Reports, Warrant Approval, Donations

The warrants are kept as part of the official minutes in a separate book in the Business Office

Consent Agenda – Elementary District

Trustee Tague moved that the Board of Trustees approve item #21. Trustee Fischer seconded the motion. Motion carried 7-0.

21. Bid Approval – Irving Elevator Addition and Building Upgrades

Superintendent's Report

Student Representatives Zack Kelsch and Katie Ellig reported on:

- MORP
- Blood Drive
- Day of Service to community organizations
- Hawks Night Live

Superintendent Watson's report included:

- His attendance at the Board of Public Ed meeting. The BPE discussed teacher certification, especially in the Career and Technical Ed area, and offering sign language as a world language.
- His attendance at the SAM conference in Helena where he presented on the District's consensus process.
- Groundbreaking on the second high school.

Board of Trustees

Trustee Willett noted his appreciation for the groundbreaking ceremony. Trustees asked about the planning process for the MTSBA delegate assembly. Trustee Reinhardt participated in the public march against gun violence the previous weekend. She and Trustee Wilson were both impressed with the students' organization and thoughtful advocacy.

Public Participation on Non-Agenda Items

None

Appointment of Whittier Elementary Principal

Superintendent Watson introduced the item and Craig Kitto, who participated by phone. Watson explained the search process and the reasons for recommending Mr. Kitto for the Whittier Elementary Principal position. Watson and Kitto answered the Trustees' questions.

Trustee Neil moved the Board of Trustees approve Craig Kitto to serve as the Whittier Elementary Principal effective July 1, 2018. Trustee Tague seconded the motion. Motion carried 7-0.

Approve Option Agreements for Purchase of Elementary School Sites

Deputy Superintendent Johnson introduced the item and reviewed the recommended options, including proposed changes. The options outline the agreed-upon purchase terms for three parcels of land, subject to voter approval at the May 8, 2018 election.

Trustee Lusin moved the Board of Trustees approve the options to purchase to the potential future elementary sites as amended and attached, subject to voter approval at the May 8, 2018 election. Trustee Neil seconded the motion. Motion carried 7-0. The amended options read as attached.

Certify Elementary District Ballot Language

Director of Business Services Mike Waterman introduced the item. The Board previously called for Elementary Trustee, General Fund, and land acquisition elections to be held on May 8, 2018, and must now finalize language for the ballot questions.

Trustee Reinhardt moved the Board of Trustees approve the following questions for the May 8, 2018 Elementary ballot in addition to the Trustee election:

BOZEMAN ELEMENTARY SCHOOL DISTRICT NO. 7

GENERAL FUND LEVY

Elementary District Proposition

Shall the Bozeman Elementary District Trustees be authorized to impose an increase in over-base local taxes to support the General Fund in the amount of Two Hundred Ninety-One Thousand Dollars (\$291,000), which is an increase of approximately 1.60 mills for the purpose of properly maintaining and operating the programs of the district?

Passage of this proposal will increase the annual taxes on a home with an assessed market value of \$100,000 by approximately \$2.16 and on a home with an assessed market value of \$200,000 by approximately \$4.32. The durational limit of the levy is intended to be permanent.

- ☐ FOR the Elementary additional Levy
- ☐ AGAINST the Elementary additional Levy

BOZEMAN ELEMENTARY SCHOOL DISTRICT NO. 7
ELEMENTARY SITE
Elementary District Proposition

Using existing funds, shall the Trustees of Bozeman School District No. 7 be authorized to purchase two parcels of land, approximately ten (10) acres each, for the purpose of an elementary school site?

In general, the site lies north of Baxter Lane between Thomas Drive and Davis Lane.

The legal Description of the proposed school site is: The West Half of the East Half of the Southwest Quarter of the Southwest Quarter (W1/2 E1/2 SW1/4 SW1/4) of Section Thirty-Five (35), Township One (1) South, Range Five (5) East, Gallatin County, Montana; and the East Half of the East Half of the Southwest Quarter of the Southwest Quarter (W1/2 E1/2 SW1/4 SW1/4) of Section Thirty-Five (35), Township One (1) South, Range Five (5) East, Gallatin County, Montana

- ☐ FOR the Elementary School Site
☐ AGAINST the Elementary School Site

BOZEMAN ELEMENTARY SCHOOL DISTRICT NO. 7
ELEMENTARY SITE
Elementary District Proposition

Using existing funds, shall the Trustees of Bozeman School District No. 7 be authorized to purchase a parcel of land, approximately 10 acres, for the purpose of an elementary school site?

In general, the site is in the Woodland Park Subdivision, which is south of Huffine Lane between Gooch Hill Road and Love Lane. The site is south of Talon Way and between the future extension of Red Mountain Drive and Willow Peak Drive.

The legal Description of the proposed school site is: A parcel of land located in the northeast ¼ of the southwest ¼ of Section 17, Township 2 South, Range 5 East, P.M.M., Gallatin County, MT, and being more particularly described as follows:

Commencing at the center ¼ corner of Section 17, thence S 69°20'28" West a distance of 513.44 feet to the Point of Beginning. Thence along an non-tangent arc to the left a distance of 143.10', said arc having a radius of 390.00', a central angle of 21°01'23", a chord bearing of S 37°37'09" E, and a chord length of 142.30'; Thence S 48°07'51" E a distance of 95.38'; thence along an arc to the right a distance of 164.29' said arc having a radius of 195.00', a central angle of 48°16'21", a chord bearing of S 23°59'38" E, and a chord length of 159.48'; Thence S 00°08'35" W a distance of 248.24'; Thence S 89°46'56" W a distance of 841.00'; Thence N 02°47'32" E a distance of 100.25'; Thence along an arc to the right a distance of 68.32, said arc having a radius of 1455.00', a central angle of 2°41'25", a chord bearing of N 04°08'14" E, and a chord length of 68.31'; Thence N 05°28'57" E a distance of 401.40'; Thence N 89°57'59" E a distance of 488.40'; Thence along an arc to the left a distance of 25.18', said arc having a radius of 330.00', a central angle of 4°22'19", with a chord bearing of N 87°46'50" E, and a chord length of 25.18'; Thence N 85°35'40" E a distance of 57.33' to the Point of Beginning. Said parcel contains 10.00 acres, more or less, and is subject to all easements of record or apparent on the ground.

- ☐ FOR the Elementary School Site
☐ AGAINST the Elementary School Site

Trustee Tague seconded the motion. Motion carried 7-0.

Certify High School District Ballot Language

Director of Business Services Mike Waterman introduced the item. The Board previously called for High School Trustee and General Fund elections to be held on May 8, 2018, and must now finalize language for the ballot questions.

Trustee Lusin moved the Board of Trustees approve the following questions for the May 8, 2018 High School ballot:

BOZEMAN HIGH SCHOOL DISTRICT NO. 7 GENERAL FUND LEVY High School District Proposition

Shall the Bozeman High School District Trustees be authorized to impose an increase in over-base local taxes to support the General Fund in the amount of One Hundred Sixty-Three Thousand Dollars (\$163,000), which is an increase of approximately 0.55 mills for the purpose of properly maintaining and operating the programs of the district?

Passage of this proposal will increase the annual taxes on a home with an assessed market value of \$100,000 by approximately \$0.74 and on a home with an assessed market value of \$200,000 by approximately \$1.48. The durational limit of the levy is intended to be permanent.

- ☐ FOR the High School additional Levy
- ☐ AGAINST the High School additional Levy

Trustee Reinhardt seconded the motion. Motion carried 8-0.

2019-2020 School Calendar

Trustee Tague moved the Board of Trustees approve the proposed calendar for the 2019-20 school year. Trustee Neil seconded the motion. Motion carried 8-0.

District Safety

Members of the Bozeman School District Safety Committee provided the Board with a district safety update. Their presentation included:

- The role of the District Foundations/Safety Committee.
- The committee's current action plan. The use of alcohol and e-cigarettes, ensuring students get adequate sleep, and school safety are the committee's primary current priorities.
- A review of SAFE-TI grant goals, resources, processes, and progress.
- A discussion of social/emotional supports provided by the District, in particular, the Olweus bullying prevention program.
- A discussion of the School Resource Officer model currently in use.
- An overview of training and professional development opportunities, procedures, communication protocol, and drills conducted.
- A list of recent facility upgrades and suggestions for future facility retrofits, personnel configurations, technology improvements, and enhancements to social and emotional supports.

Board of Trustees Meeting
March 26, 2018

Committee members answered the Trustees' questions. No action was taken.

Public comment was provided by Rachel Vaughn who asked questions regarding student safety during fire drills.

The meeting adjourned at 9:30pm.

Andy Willett, Board Chair

Mike Waterman, District Clerk

GRANT OF OPTION TO PURCHASE REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS: This Grant of Option to Purchase Real Property is given this 27 day of MARCH, 2018, by Ronald J. Brekke, with a mailing address of 3005 Baxter Lane, Bozeman, MT 59718 and Robert E. Brekke, with a mailing address of 321 Garnet Mountain Way, Bozeman, MT 59718, as tenants in common, ("Grantors") to BOZEMAN ELEMENTARY DISTRICT NUMBER 7, with mailing address of 404 West Main St. Bozeman Montana 59715 (the "Grantee"), for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and upon the terms and conditions herein contained.

RECITALS:

WHEREAS, the Grantors owns a fee interest in certain real property; and

WHEREAS, the Grantee desires to purchase property from the Grantor as well as adjacent property owned by an unrelated party for school purposes;

WHEREAS, a material term and condition of this option for the parcel is that an option also be granted and exercised for the adjacent property (described in exhibit A attached hereto), owned by James W. Drummond, William J. Drummond and Robert G. Drummond simultaneously with this option;

NOW THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. Grant of Option: Grantor does hereby grant unto Grantee, and to its successors, and assigns, an exclusive Option to Purchase all right, title, and interest of Grantor in the real property (Parcel), which is legally described as follows:

The West Half of the East Half of the Southwest Quarter of the Southwest Quarter (W1/2 E1/2 SW1/4 SW1/4) of Section Thirty-Five (35), Township One (1) South, Range Five (5) East, Gallatin County, Montana, according to the official map or plat recorded in the office of the Clerk and Recorder, Gallatin County, Montana. SUBJECT to all visible and recorded reservations and exceptions.

Together with any and all water rights, ditch rights, and minerals, mineral rights, royalty interests and other interests in or to minerals appurtenant thereto, and all other appurtenances thereto, and all fixtures thereto and improvements thereon.

2. Term of Option; Extension: This Option shall be in effect until July 1, 2018, and, unless extended by the parties by mutual agreement or sooner terminated as provided herein, shall expire on July 1, 2018.

The parties may by mutual agreement extend the term of this option provided such



agreement is reduced to writing prior to the expiration of the initial option term.

In the event that Grantee fails to give timely written notice to Grantor of the exercise of this Option to purchase prior to the expiration date of the then current period, or fails to extend the same in the manner provided herein if applicable, this Option shall be deemed waived, terminated, and shall be of no further force or effect; and any and all extension payments made by Grantee and received by Grantor shall be forfeited and retained by Grantor.

In the event the Grantee gives notice of the exercise of this Option at any time while this Option is in effect, and then fails to close the transaction as provided herein *for any reason* other than breach or default by the Grantor, this Option shall be deemed waived, terminated, and Grantee shall have no further rights hereunder.

3. Manner and Timing of Exercise of Option: This Option may be exercised at any time by the Grantee during the term hereof by means of written notice to such effect to Grantor, which notice is given in the manner provided herein.

4. Option Price; Credit to Grantee: The purchase price for the Grantor's fee interest in the Parcel (the "Option Price") shall be \$837,168 to be paid in cash at the closing of the purchase transaction hereunder. Upon exercise of this option, the parties anticipate entering into a standard form Buy-Sell agreement containing the terms contained herein. Grantee agrees to cooperate with Grantors in regard to completing any anticipated §1031 exchange of the subject property.

Grantee's rights under this Agreement are not assignable without Grantor's express written consent. Grantee acknowledges the Grantor may want to complete an I.R.C. §1031 tax-deferred exchange and that Grantor's rights and obligations under this Agreement may be assigned to a qualified intermediary for the purpose of completing such exchange. If Grantor exercises the option to perform such an exchange, Grantee agrees to cooperate to enable Grantor to qualify for such exchange at no additional cost, liability, or delay of time to Grantee.

5. Title Evidence: Within a reasonable time after the exercise of this Option, Grantor shall furnish to Grantee title evidence to the Parcel in the form of a commitment for a standard owner's policy of title insurance in the amount of the purchase price, showing that Grantor's title is free and clear of liens, encumbrances, and title defects, excepting the usual printed exceptions contained in the commitment, matters of record, any other exceptions which do not render the title unmerchantable, and any exceptions which will be removed by Grantor at closing. Should Grantee's examination (at Grantee's expense) of the title commitment disclose title matters which were placed of record prior to the date of this Option with which Grantee is dissatisfied in Grantee's sole discretion, and if such objections are specified in a written notice delivered to Grantor on or before ten (10) business days after the title commitment has been made available to Grantee, and if Grantor has been unable or is unwilling to cure or remove the title irregularities specified in the written notice within five (5) business days prior to Closing, then Grantee may: (i) rescind its exercise of this Option by written notice to Grantor, in which event the parties shall be under no further obligation to each other with respect to this Option, and this Option shall be terminated and of no further force or effect; or (ii) Grantee may waive such objections and elect to

A

RB AEB

close the purchase. Grantor shall be under no obligation to attempt to cure any of Grantee's objections as to such matters placed of record prior to the date of this Option, save only that any monetary liens upon the Parcel shall be automatically satisfied out of Grantor's proceeds at Closing to the extent that funds are available, and Grantor may not refuse to clear such matters from title in such circumstance.

Should Grantee's examination (at Grantee's expense) of the title commitment disclose title matters which were placed of record after the date of this Option and to which Grantee has not previously consented in writing or which are otherwise permitted under Section 8.C hereunder, with which Grantee is dissatisfied in Grantee's sole discretion, and if such objections are specified in a written notice delivered to Grantor on or before ten (10) business days after the title commitment has been made available to Grantee, then Grantor shall undertake in good faith to remove and clear such matters from title or otherwise cure such objections to Grantee's reasonable satisfaction, and if Grantor is able to so cure such objections or remove such matters from title within five (5) business days from the date of Closing, then the Closing shall proceed. If Grantor has been unable to cure or remove the title irregularities specified in the written notice within five (5) business days prior to Closing, then Grantee may: (i) rescind its exercise of this Option by written notice to Grantor, in which event the parties shall be under no further obligation to each other with respect to this Option, and this Option shall be terminated and of no further force or effect, and the Grantor shall refund to the Grantee any monies as may have been paid under Section 2(a) or 2(b) above and or any other costs pertaining to the survey process as may have been incurred by Grantee hereunder; or (ii) Grantee may waive such objections and elect to close the purchase.

Within a reasonable time after the Closing Date, Grantor shall cause, at Grantor's expense, an owner's policy of title insurance to be issued to Grantee in accordance with the terms of this paragraph. Grantor shall not permit any liens or other encumbrances to attach to the Parcel from and after the effective date of the title commitment, which will not be removed at or before Closing.

6. Closing, and Conveyance: The Closing shall occur on or before August 1, 2018, unless a later date is mutually agreed to by the parties in writing.

Closing shall occur at the offices of Security Title Company in Bozeman, Montana (the "Closing Agent"). At or prior to the Closing date, the Grantee shall deposit the total Option Price with said Closing Agent in cash, together with any such additional funds as may be required to cover Grantee's share of the closing costs as defined herein. The Grantor shall convey merchantable fee simple title in and to the Parcel to Grantee by Warranty Deed, free and clear of all liens and encumbrances and subject only to real property taxes and assessments for the year in which closing occurs, prior reservations of record, and any covenants, restrictions, and easements apparent or of record, as are approved by the Grantee in its review of the preliminary commitment for title insurance for the Parcel. The form of the Warranty Deed shall be subject to the mutual approval of both parties, which approval from either party shall not be unreasonably withheld.

Any liens or other similar encumbrances affecting the Parcel to be discharged at Closing

shall be paid at Closing by the closing agent from the proceeds of this sale. The Grantee and Grantor shall split the Closing Agent's fee equally. The Grantor shall be responsible for the preparation of the Warranty Deed, the Grant of Easement, and any other necessary instruments of conveyance, as well as the premium for a standard coverage owner's policy of title insurance in favor of the Grantee in the amount of the purchase price. The Grantee shall pay for the cost of recording the Warranty Deed, the Grant of Easement, and any other instruments of conveyance, and for the transfer of any water rights. Real property taxes and assessments applicable to the Parcel for the year in which the closing occurs shall be prorated between the parties; taxes and assessments for all years prior to the year in which closing occurs shall be paid by Grantor.

The Grantee shall have exclusive possession of the Parcel as of the Closing date, subject to Grantee's agreement to enter into a lease with Ron Brekke on a month to month basis after closing.

7. Miscellaneous Provisions:

A. Assignment/Binding Effect: Except as provided herein, the Grantor acknowledges and agrees that the Grantee may not assign its rights, duties, and obligations hereunder to any other person or entity without the necessity of the consent of the Grantor, and that the Grantee's rights and obligations hereunder shall then be binding upon and inure to the benefit of its successors in title as to such lands and assigns. Any other assignment of this Option by the Grantee shall require the prior written consent of the Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

The Grantor's rights, duties, and obligations hereunder shall be binding upon and inure to the benefit of its successors and assigns.

B. Risk of Loss. All loss or damage to the Parcel to any cause is assumed by Grantor through the time of Closing.

C. Condition of Property: Grantor covenants with Grantee that throughout the term of this Grant of Option, Grantor shall keep the Parcel in at least as good a condition and repair as the same exists on the date hereof, reasonable and normal wear and tear excepted. At all times while this Option is in effect, Grantor shall permit no other liens to attach to the Parcel which will not be fully discharged at the time of Closing hereunder and, without the prior written consent of the Grantee, shall not grant or allow any leases or encumbrances against the Parcel that will not be released at the time of Closing.

D. Notice: Any notice required to be given under this Grant of Option shall be in writing and shall be sent postage prepaid via certified mail, return receipt requested, or via USPS or commercial overnight delivery service, to the receiving party at that party's address shown above. Notice given in this fashion shall be deemed given upon the earlier of either a) dated proof of delivery and receipt or b) three days after the date of mailing. A party may change its mailing address by delivering notice of such new address to the other party in the manner required by this Section.



E. Amendment. This Grant of Option may be amended only by an instrument in writing signed by both the Grantor and Grantee or their successors and assigns.

F. Time. Time shall be and is of the essence of this Grant of Option and of each term and condition contained herein.

G. Severability. If any provision(s) of this Grant of Option shall be found invalid, the remaining provisions of this Grant of Option shall, to the extent feasible, remain in full force and effect.

H. Attorney's Fees. In the event of any legal action to enforce any of the terms and or conditions of this Grant of Option, the prevailing party in such proceeding shall be entitled to an award of all its costs and expenses incurred in such action, including, but not limited to, its reasonable attorneys' fees, paralegal fees, and expert witness fees, and further including all such costs and fees through any and all appeals.

I. Law to Govern. This Grant of Option shall be governed by and construed and enforced in accordance with the laws of the State of Montana.

J. Counterpart; Electronic Execution. This Grant of Option may be executed in counterpart, and each separate counterpart, taken with all other counterparts, shall constitute one and the same binding instrument. Signatures on this instrument transmitted by facsimile, as a .pdf file, or by other electronic means shall be deemed valid and binding as originals.

K. Sections and Headings. The headings and subtitles contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of the text of this Agreement.

L. Recording of Abstract. An abstract of this instrument executed and acknowledged by the Grantor and Grantee shall be recorded in the office of the Gallatin County Clerk and Recorder upon the date this Grant of Option is executed by the parties and delivered unto Grantee. Prior to either Grantor or Grantee providing a copy of this document to a third party pursuant to a request under such abstract, Grantor or Grantee, as applicable, shall provide prior written notice of such third party request to the other party hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date first above written.

GRANTORS:

Ronald J. Brekke
Ronald J. Brekke 3/27/18

Robert E. Brekke
Robert E. Brekke 3/1/2018

GRANTEE:

BOZEMAN ELEMENTARY DISTRICT #7

STEVEN D. JOHNSON

By STEVEN D. JOHNSON
DEPUTY Supt. OPERATIONS

GRANT OF OPTION TO PURCHASE REAL PROPERTY

EXHIBIT A

A material term and condition of this option for the parcel is that an option also be granted and exercised for the adjacent property described below, owned by Drummond Family Enterprises, LLP.

The East Half of the East Half of the Southwest Quarter of the Southwest Quarter (W1/2 E1/2 SW1/4 SW1/4) of Section Thirty-Five (35), Township One (1) South, Range Five (5) East, Gallatin County, Montana, according to the official map or plat recorded in the office of the Clerk and Recorder, Gallatin County, Montana.

Together with any and all water rights, ditch rights, and minerals, mineral rights, royalty interests and other interests in or to minerals appurtenant thereto, and all other appurtenances thereto, and all fixtures thereto and improvements thereon.



GRANT OF OPTION TO PURCHASE REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS: This Grant of Option to Purchase Real Property is given this 27 day of MARCH, 2018, by Drummond Family Enterprises, LLP with mailing address of 2125 Baxter Drive, Bozeman, MT 59715 ("Grantors") to BOZEMAN ELEMENTARY DISTRICT NUMBER 7, with mailing address of 404 West Main St. Bozeman Montana 59715 (the "Grantee"), for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and upon the terms and conditions herein contained.

RECITALS:

WHEREAS, the Grantors owns a fee interest in certain real property; and

WHEREAS, the Grantee desires to purchase property from the Grantor as well as adjacent property owned by an unrelated party for school purposes;

WHEREAS, a material term and condition of this option for the parcel is that an option also be granted and exercised for the adjacent property (described in exhibit A attached hereto), owned by Robert J. Brekke and Ronald E. Brekke simultaneously with this option;

NOW THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. Grant of Option: Grantor does hereby grant unto Grantee, and to its successors, and assigns, an exclusive Option to Purchase all right, title, and interest of Grantor in the real property (Parcel), which is legally described as follows:

The East Half of the East Half of the Southwest Quarter of the Southwest Quarter (W1/2 E1/2 SW1/4 SW1/4) of Section Thirty-Five (35), Township One (1) South, Range Five (5) East, Gallatin County, Montana, according to the official map or plat recorded in the office of the Clerk and Recorder, Gallatin County, Montana.

Together with any and all water rights, ditch rights, and minerals, mineral rights, royalty interests and other interests in or to minerals appurtenant thereto, and all other appurtenances thereto, and all fixtures thereto and improvements thereon.

2. Term of Option; Extension: This Option shall be in effect until July 1, 2018, and, unless extended by the parties by mutual agreement or sooner terminated as provided herein, shall expire on July 1, 2018.

The parties may by mutual agreement extend the term of this option provided such agreement is reduced to writing prior to the expiration of the initial option term.

In the event that Grantee fails to give timely written notice to Grantor of the exercise of this Option to purchase prior to the expiration date of the then current period, or fails to extend the same in the manner provided herein if applicable, this Option shall be deemed waived, terminated, and shall be of no further force or effect; and any and all extension payments made by Grantee and received by Grantor shall be forfeited and retained by Grantor.

In the event the Grantee gives notice of the exercise of this Option at any time while this Option is in effect, and then fails to close the transaction as provided herein *for any reason* other than breach or default by the Grantor, this Option shall be deemed waived, terminated, and Grantee shall have no further rights hereunder.

3. Manner and Timing of Exercise of Option: This Option may be exercised at any time by the Grantee during the term hereof by means of written notice to such effect to Grantor, which notice is given in the manner provided herein.

4. Option Price; Credit to Grantee: The purchase price for the Grantor's fee interest in the Parcel (the "Option Price") shall be \$837,168 to be paid in cash at the closing of the purchase transaction hereunder. Upon exercise of this option, the parties anticipate entering into a standard form Buy-Sell agreement containing the terms contained herein. Grantee agrees to cooperate with Grantors in regard to completing any anticipated § 1031 exchange of the subject property.

5. Title Evidence: Within a reasonable time after the exercise of this Option, Grantor shall furnish to Grantee title evidence to the Parcel in the form of a commitment for a standard owner's policy of title insurance in the amount of the purchase price, showing that Grantor's title is free and clear of liens, encumbrances, and title defects, excepting the usual printed exceptions contained in the commitment, matters of record, any other exceptions which do not render the title unmerchantable, and any exceptions which will be removed by Grantor at closing. Should Grantee's examination (at Grantee's expense) of the title commitment disclose title matters which were placed of record prior to the date of this Option with which Grantee is dissatisfied in Grantee's sole discretion, and if such objections are specified in a written notice delivered to Grantor on or before ten (10) business days after the title commitment has been made available to Grantee, and if Grantor has been unable or is unwilling to cure or remove the title irregularities specified in the written notice within five (5) business days prior to Closing, then Grantee may: (i) rescind its exercise of this Option by written notice to Grantor, in which event the parties shall be under no further obligation to each other with respect to this Option, and this Option shall be terminated and of no further force or effect; or (ii) Grantee may waive such objections and elect to close the purchase. Grantor shall be under no obligation to attempt to cure any of Grantee's objections as to such matters placed of record prior to the date of this Option, save only that any monetary liens upon the Parcel shall be automatically satisfied out of Grantor's proceeds at Closing to the extent that funds are available, and Grantor may not refuse to clear such matters from title in such circumstance.

Should Grantee's examination (at Grantee's expense) of the title commitment disclose

title matters which were placed of record after the date of this Option and to which Grantee has not previously consented in writing or which are otherwise permitted under Section 8.C hereunder, with which Grantee is dissatisfied in Grantee's sole discretion, and if such objections are specified in a written notice delivered to Grantor on or before ten (10) business days after the title commitment has been made available to Grantee, then Grantor shall undertake in good faith to remove and clear such matters from title or otherwise cure such objections to Grantee's reasonable satisfaction, and if Grantor is able to so cure such objections or remove such matters from title within five (5) business days from the date of Closing, then the Closing shall proceed. If Grantor has been unable to cure or remove the title irregularities specified in the written notice within five (5) business days prior to Closing, then Grantee may: (i) rescind its exercise of this Option by written notice to Grantor, in which event the parties shall be under no further obligation to each other with respect to this Option, and this Option shall be terminated and of no further force or effect, and the Grantor shall refund to the Grantee any monies as may have been paid under Section 2(a) or 2(b) above and or any other costs pertaining to the survey process as may have been incurred by Grantee hereunder; or (ii) Grantee may waive such objections and elect to close the purchase.

Within a reasonable time after the Closing Date, Grantor shall cause, at Grantor's expense, an owner's policy of title insurance to be issued to Grantee in accordance with the terms of this paragraph. Grantor shall not permit any liens or other encumbrances to attach to the Church Parcel from and after the effective date of the title commitment, which will not be removed at or before Closing.

6. Closing and Conveyance: The Closing shall occur on or before August 1, 2018, unless a later date is mutually agreed to by the parties in writing.

Closing shall occur at the offices of Security Title Company in Bozeman, Montana (the "Closing Agent"). At or prior to the Closing date, the Grantee shall deposit the total Option Price with said Closing Agent in cash, together with any such additional funds as may be required to cover Grantee's share of the closing costs as defined herein. The Grantor shall convey merchantable fee simple title in and to the Parcel to Grantee by Warranty Deed, free and clear of all liens and encumbrances and subject only to real property taxes and assessments for the year in which closing occurs, prior reservations of record, and any covenants, restrictions, and easements apparent or of record, as are approved by the Grantee in its review of the preliminary commitment for title insurance for the Parcel. The form of the Warranty Deed shall be subject to the mutual approval of both parties, which approval from either party shall not be unreasonably withheld.

Any liens or other similar encumbrances affecting the Parcel to be discharged at Closing shall be paid at Closing by the closing agent from the proceeds of this sale. The Grantee and Grantor shall split the Closing Agent's fee equally. The Grantor shall be responsible for the preparation of the Warranty Deed, the Grant of Easement, and any other necessary instruments of conveyance, as well as the premium for a standard coverage owner's policy of title insurance in favor of the Grantee in the amount of the purchase price. The Grantee shall pay for the cost of

recording the Warranty Deed, the Grant of Easement, and any other instruments of conveyance, and for the transfer of any water rights. Real property taxes and assessments applicable to the Parcel for the year in which the closing occurs shall be prorated between the parties; taxes and assessments for all years prior to the year in which closing occurs shall be paid by Grantor.

The Grantee shall have exclusive possession of the Parcel as of the Closing date.

7. Miscellaneous Provisions:

A. Assignment/Binding Effect: The Grantor acknowledges and agrees that the Grantee may not assign its rights, duties, and obligations hereunder to any other person or entity without the necessity of the consent of the Grantor, and that the Grantee's rights and obligations hereunder shall then be binding upon and inure to the benefit of its successors in title as to such lands and assigns. Any other assignment of this Option by the Grantee shall require the prior written consent of the Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

The Grantor's rights, duties, and obligations hereunder shall be binding upon and inure to the benefit of its successors and assigns.

B. Risk of Loss. All loss or damage to the Parcel to any cause is assumed by Grantor through the time of Closing.

C. Condition of Property: Grantor covenants with Grantee that throughout the term of this Grant of Option, Grantor shall keep the Parcel in at least as good a condition and repair as the same exists on the date hereof, reasonable and normal wear and tear excepted. At all times while this Option is in effect, Grantor shall permit no other liens to attach to the Parcel which will not be fully discharged at the time of Closing hereunder and, without the prior written consent of the Grantee, shall not grant or allow any leases or encumbrances against the Parcel that will not be released at the time of Closing.

D. Notice: Any notice required to be given under this Grant of Option shall be in writing and shall be sent postage prepaid via certified mail, return receipt requested, or via USPS or commercial overnight delivery service, to the receiving party at that party's address shown above. Notice given in this fashion shall be deemed given upon the earlier of either a) dated proof of delivery and receipt or b) three days after the date of mailing. A party may change its mailing address by delivering notice of such new address to the other party in the manner required by this Section.

E. Amendment. This Grant of Option may be amended only by an instrument in writing signed by both the Grantor and Grantee or their successors and assigns.

F. Time. Time shall be and is of the essence of this Grant of Option and of each term and condition contained herein.

G. Severability. If any provision(s) of this Grant of Option shall be found invalid, the

remaining provisions of this Grant of Option shall, to the extent feasible, remain in full force and effect.

H. Attorney's Fees. In the event of any legal action to enforce any of the terms and or conditions of this Grant of Option, the prevailing party in such proceeding shall be entitled to an award of all its costs and expenses incurred in such action, including, but not limited to, its reasonable attorneys' fees, paralegal fees, and expert witness fees, and further including all such costs and fees through any and all appeals.

I. Law to Govern. This Grant of Option shall be governed by and construed and enforced in accordance with the laws of the State of Montana.

J. Counterpart; Electronic Execution. This Grant of Option may be executed in counterpart, and each separate counterpart, taken with all other counterparts, shall constitute one and the same binding instrument. Signatures on this instrument transmitted by facsimile, as a .pdf file, or by other electronic means shall be deemed valid and binding as originals.

K. Sections and Headings. The headings and subtitles contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of the text of this Agreement.

L. Recording of Abstract. An abstract of this instrument executed and acknowledged by the Grantor and Grantee shall be recorded in the office of the Gallatin County Clerk and Recorder upon the date this Grant of Option is executed by the parties and delivered unto Grantee. Prior to either Grantor or Grantee providing a copy of this document to a third party pursuant to a request under such abstract, Grantor or Grantee, as applicable, shall provide prior written notice of such third party request to the other party hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date first above written.

GRANTORS:



James W. Drummond, Jr.


William J. Drummond


Robert G. Drummond

GRANTEE:

BOZEMAN ELEMENTARY DISTRICT #7


By STEVEN D. JOHNSON
DEPUTY Supt. OPERATIONS

GRANT OF OPTION TO PURCHASE REAL PROPERTY

EXHIBIT A

A material term and condition of this option for the parcel is that an option also be granted and exercised for the adjacent property described below, owned by Robert J. and Ronald E. Brekke.

The West Half of the East Half of the Southwest Quarter of the Southwest Quarter (W1/2 E1/2 SW1/4 SW1/4) of Section Thirty-Five (35), Township One (1) South, Range Five (5) East, Gallatin County, Montana, according to the official map or plat recorded in the office of the Clerk and Recorder, Gallatin County, Montana. SUBJECT to all visible and recorded reservations and exceptions.

Together with any and all water rights, ditch rights, and minerals, mineral rights, royalty interests and other interests in or to minerals appurtenant thereto, and all other appurtenances thereto, and all fixtures thereto and improvements thereon.

GRANT OF OPTION TO PURCHASE REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS: This Grant of Option to Purchase Real Property is given this 27 day of MARCH, 2018, by Gooch Hill West, LLC, with a mailing address of 1276 N 15th Avenue, Suite 103, Bozeman, MT 59715-3289, ("Grantors") to BOZEMAN ELEMENTARY DISTRICT NUMBER 7, with mailing address of 404 West Main St. Bozeman Montana 59715 (the "Grantee"), for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and upon the terms and conditions herein contained.

RECITALS:

WHEREAS, the Grantor owns a fee interest in certain real property; and

WHEREAS, the Grantee desires to purchase property from the Grantor;

NOW THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. Grant of Option: Grantor does hereby grant unto Grantee, and to its successors, and assigns, an exclusive Option to Purchase all right, title, and interest of Grantor in the real property (Parcel), which is legally described as follows:

See attached Exhibit A.

Said parcel contains approximately 10 acres, more or less, and is subject to all easements of record or apparent on the ground.

Together with any and all water rights, ditch rights, and minerals, mineral rights, royalty interests and other interests in or to minerals appurtenant thereto, and all other appurtenances thereto, and all fixtures thereto and improvements thereon.

2. Term of Option; Extension: This Option shall be in effect until July 1, 2020, and, unless extended by the parties by mutual agreement or sooner terminated as provided herein, shall expire on July 1, 2020.

The parties may by mutual agreement extend the term of this Option provided such agreement is reduced to writing prior to the expiration of the initial option term.

In the event that Grantee fails to give timely written notice to Grantor of the exercise of this Option to purchase prior to the expiration date of the then current period, or fails to extend the same in the manner provided herein if applicable, this Option shall be deemed waived, terminated, and shall be of no further force or effect; and any and all extension payments made by Grantee and received by Grantor shall be forfeited and retained by Grantor.

In the event the Grantee gives notice of the exercise of this Option at any time while this Option is in effect, and then fails to close the transaction as provided herein *for any reason* other

than breach or default by the Grantor, this Option shall be deemed waived, terminated, and Grantee shall have no further rights hereunder.

3. Manner and Timing of Exercise of Option: This Option may be exercised at any time by the Grantee during the term hereof by means of written notice to such effect to Grantor, which notice is given in the manner provided herein.

4. Option Price; Credit to Grantee: The purchase price to be paid by Grantee to Grantor for the Parcel (the "Option Price") shall be an amount determined by an appraisal to be conducted by Keith O'Reilly or other appraiser mutually agreed upon by the parties in writing. The Option Price shall be paid to Grantor by Grantee in cash at Closing of the purchase and sale of the Parcel contemplated herein. The parties shall share equally in the cost of such appraisal to be conducted on the Parcel. The Option Price shall be reduced by the value of (1) any portion of the Parcel to be donated by the Grantor and dedicated as parkland; and (2) any further reduction in the Option Price agreed to by the Grantor, which shall be treated as a charitable donation. Upon Grantee's exercise of this Option, the parties shall enter into a standard form buy-sell agreement containing the terms herein.

Grantee's rights under this Agreement are not assignable without Grantor's express written consent.

5. Title Evidence: Within a reasonable time after the exercise of this Option, Grantor shall furnish to Grantee title evidence to the Parcel in the form of a commitment for a standard owner's policy of title insurance in the amount of the Option Price, showing that Grantor's title is free and clear of liens, encumbrances, and title defects, excepting the usual printed exceptions contained in the commitment, matters of record, any other exceptions which do not render the title unmerchantable, and any exceptions which will be removed by Grantor at closing. Should Grantee's examination (at Grantee's expense) of the title commitment disclose title matters which were placed of record prior to the date of this Option with which Grantee is dissatisfied in Grantee's sole discretion, and if such objections are specified in a written notice delivered to Grantor on or before ten (10) business days after the title commitment has been made available to Grantee, and if Grantor has been unable or is unwilling to cure or remove the title irregularities specified in the written notice within five (5) business days prior to Closing, then Grantee may: (i) rescind its exercise of this Option by written notice to Grantor, in which event the parties shall be under no further obligation to each other with respect to this Option, and this Option shall be terminated and of no further force or effect; or (ii) Grantee may waive such objections and elect to close the purchase. Grantor shall be under no obligation to attempt to cure any of Grantee's objections as to such matters placed of record prior to the date of this Option, save only that any monetary liens upon the Parcel shall be automatically satisfied out of Grantor's proceeds at Closing to the extent that funds are available, and Grantor may not refuse to clear such matters from title in such circumstance.

Should Grantee's examination (at Grantee's expense) of the title commitment disclose title matters which were placed of record after the date of this Option and to which Grantee has not previously consented in writing or which are otherwise permitted under Section 8.C hereunder, with which Grantee is dissatisfied in Grantee's sole discretion, and if such objections are specified in a written notice delivered to Grantor on or before ten (10) business days after the title commitment has been made available to Grantee, then Grantor shall undertake in good faith to

remove and clear such matters from title or otherwise cure such objections to Grantee's reasonable satisfaction, and if Grantor is able to so cure such objections or remove such matters from title within five (5) business days from the date of Closing, then the Closing shall proceed. If Grantor has been unable to cure or remove the title irregularities specified in the written notice within five (5) business days prior to Closing, then Grantee may: (i) rescind its exercise of this Option by written notice to Grantor, in which event the parties shall be under no further obligation to each other with respect to this Option, and this Option shall be terminated and of no further force or effect, and the Grantor shall refund to the Grantee any monies as may have been paid under Section 2(a) or 2(b) above and or any other costs pertaining to the survey process as may have been incurred by Grantee hereunder; or (ii) Grantee may waive such objections and elect to close the purchase.

Within a reasonable time after the Closing Date, Grantor shall cause, at Grantor's expense, an owner's policy of title insurance to be issued to Grantee in accordance with the terms of this paragraph. Grantor shall not permit any liens or other encumbrances to attach to the Parcel from and after the effective date of the title commitment, which will not be removed at or before Closing.

6. Closing, and Conveyance: If Grantee timely exercises this Option with proper notice to the Grantor thereof, and if the title is acceptable to Grantee, or if Grantee waives its objections to title pursuant to Section 5 of this Option, the Closing shall occur on or before July 1, 2020, unless the parties mutually agree in writing to a different date.

Closing shall occur at the offices of Security Title Company in Bozeman, Montana (the "Closing Agent"). At or prior to the Closing date, the Grantee shall deposit the total Option Price with said Closing Agent in cash, together with any such additional funds as may be required to cover Grantee's share of the closing costs as defined herein. The Grantor shall convey merchantable fee simple title in and to the Parcel to Grantee by Warranty Deed, free and clear of all liens and encumbrances and subject only to real property taxes and assessments for the year in which closing occurs, prior reservations of record, and any covenants, restrictions, and easements apparent or of record, as are approved by the Grantee in its review of the preliminary commitment for title insurance for the Parcel. The form of the Warranty Deed shall be subject to the mutual approval of both parties, which approval from either party shall not be unreasonably withheld.

Any liens or other similar encumbrances affecting the Parcel to be discharged at Closing shall be paid at Closing by the Closing Agent from the proceeds of this sale. The Grantee and Grantor shall split the Closing Agent's fee equally. The Grantor shall be responsible for the preparation of the Warranty Deed and any other necessary instruments of conveyance, as well as the premium for a standard coverage owner's policy of title insurance in favor of the Grantee in the amount of the Purchase Price. The Grantee shall pay for the cost of recording the Warranty Deed and any other instruments of conveyance, and for the transfer of any water rights. Real property taxes and assessments applicable to the Parcel for the year in which the Closing occurs shall be prorated between the parties; taxes and assessments for all years prior to the year in which Closing occurs shall be paid by Grantor.

The Grantee shall have exclusive possession of the Parcel as of the Closing date.

7. Miscellaneous Provisions:

A. Assignment/Binding Effect: Except as provided herein, the Grantor acknowledges and agrees that the Grantee may not assign its rights, duties, and obligations hereunder to any other person or entity without the necessity of the consent of the Grantor, and that the Grantee's rights and obligations hereunder shall then be binding upon and inure to the benefit of its successors in title as to such lands and assigns. Any other assignment of this Option by the Grantee shall require the prior written consent of the Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

The Grantor's rights, duties, and obligations hereunder shall be binding upon and inure to the benefit of its successors and assigns.

B. Risk of Loss. All loss or damage to the Parcel to any cause is assumed by Grantor through the time of Closing.

C. Condition of Property: Grantor covenants with Grantee that throughout the term of this Grant of Option, Grantor shall keep the Parcel in at least as good a condition and repair as the same exists on the date hereof, reasonable and normal wear and tear excepted. At all times while this Option is in effect, Grantor shall permit no other liens to attach to the Parcel which will not be fully discharged at the time of Closing hereunder and, without the prior written consent of the Grantee, shall not grant or allow any leases or encumbrances against the Parcel that will not be released at the time of Closing.

D. Notice: Any notice required to be given under this Option shall be in writing and shall be sent postage prepaid via certified mail, return receipt requested, or via USPS or commercial overnight delivery service, to the receiving party at that party's address shown above. Notice given in this fashion shall be deemed given upon the earlier of either a) dated proof of delivery and receipt or b) three days after the date of mailing. A party may change its mailing address by delivering notice of such new address to the other party in the manner required by this Section.

E. Amendment. This Option may be amended only by an instrument in writing signed by both the Grantor and Grantee or their successors and assigns.

F. Time. Time shall be and is of the essence of this Option and of each term and condition contained herein.

G. Severability. If any provision(s) of this Option shall be found invalid, the remaining provisions of this Grant of Option shall, to the extent feasible, remain in full force and effect.

H. Attorney's Fees. In the event of any legal action to enforce any of the terms and or conditions of this Option, the prevailing party in such proceeding shall be entitled to an award of all its costs and expenses incurred in such action, including, but not limited to, its reasonable attorneys' fees, paralegal fees, and expert witness fees, and further including all such costs and fees through any and all appeals.

I. Law to Govern. This Option shall be governed by and construed and enforced in accordance with the laws of the State of Montana.

J. Counterpart; Electronic Execution. This Option may be executed in counterpart, and

each separate counterpart, taken with all other counterparts, shall constitute one and the same binding instrument. Signatures on this instrument transmitted by facsimile, as a .pdf file, or by other electronic means shall be deemed valid and binding as originals.

K. Sections and Headings. The headings and subtitles contained in this Option are for reference only and shall not in any way affect the meaning or interpretation of the text of this Agreement.

L. Recording of Abstract. An abstract of this instrument executed and acknowledged by the Grantor and Grantee shall be recorded in the office of the Gallatin County Clerk and Recorder upon the date this Option is executed by the parties and delivered unto Grantee. Prior to either Grantor or Grantee providing a copy of this document to a third party pursuant to a request under such abstract, Grantor or Grantee, as applicable, shall provide prior written notice of such third party request to the other party hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date first above written.

GRANTORS:

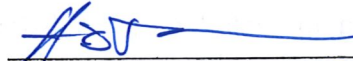
GOOCH HILL WEST, LLC



By: Kevin Cook

GRANTEE:

BOZEMAN ELEMENTARY DISTRICT #7



By: STEVEN D. JOHNSON
DEPUTY Supt. OPERATIONS

Exhibit A

LEGAL DESCRIPTION

A parcel of land located in the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 17, Township 2 South, Range 5 East, P.M.M., Gallatin County, MT, and being more particularly described as follows:

Commencing at the center $\frac{1}{4}$ corner of Section 17, thence S 69°20'28" West a distance of 513.44 feet to the Point of Beginning.

Thence along an non-tangent arc to the left a distance of 143.10', said arc having a radius of 390.00', a central angle of 21°01'23", a chord bearing of S 37°37'09" E, and a chord length of 142.30';

Thence S 48°07'51" E a distance of 95.38';

thence along an arc to the right a distance of 164.29' said arc having a radius of 195.00', a central angle of 48°16'21", a chord bearing of S 23°59'38" E, and a chord length of 159.48';

Thence S 00°08'35" W a distance of 248.24;

Thence S 89°46'56" W a distance of 841.00;

Thence N 02°47'32" E a distance of 100.25';

Thence along an arc to the right a distance of 68.32, said arc having a radius of 1455.00', a central angle of 2°41'25", a chord bearing of N 04°08'14" E, and a chord length of 68.31;


Thence N 05°28'57" E a distance of 401.40';

Thence N 89°57'59" E a distance of 488.40';

Thence along an arc to the left a distance of 25.18', said arc having a radius of 330.00', a central angle of 4°22'19", with a chord bearing of N 87°46'50" E, and a chord length of 25.18';

Thence N 85°35'40" E a distance of 57.33' to the Point of Beginning.

Said parcel contains 10.00 acres, more or less, and is subject to all easements of record or apparent on the ground.

	Wilson	Willett	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: MONTANA COUNCIL OF ADMINISTRATORS OF SPECIAL EDUCATION DISTINGUISHED SERVICE AWARD

CATEGORY: RECOGNITION AND AWARDS

ORIGINATED BY: Marilyn King,
Deputy Superintendent Instruction

PRESENTED BY: Chad Berg, Special Education Director

OTHERS INVOLVED: N/A

DATA EXPANSION: None

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: Elementary and High School District RECOGNITION
April 9, 2018

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board of Trustees adopt the following resolution:


WHEREAS: The mission of the Council of Administrators of Special Education is to provide leadership and support to members by shaping policies and practices which impact the quality of education; and

WHEREAS: The Montana Council of Administrators of Special Education (MCASE) publicly recognizes professionals in the field of special education who have demonstrated excellence in their leadership and their practices; and

WHEREAS: MCASE recognized Sara Jones at the Montana Council for Exceptional Children Conference held on March 1, 2018 in Missoula, Montana; and

WHEREAS: Ms. Jones provides leadership in special education for K-8 schools, students and families from a district perspective and also works with students every day so that they are ready to learn;

THEREFORE: We recognize and honor Ms. Sara Jones for this outstanding recognition.

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS CERTIFICATION

CATEGORY: RECOGNITION AND AWARDS

ORIGINATED BY: Pat Strauss,
Director of Human Resources

OTHERS INVOLVED: Tami Phillippi, BEA President

PRESENTED BY: Rob Watson & Tami Phillippi

DATA EXPANSION: None

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: Both Districts RECOGNITIONS
April 9, 2018

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board of Trustees adopt the following resolution:

WHEREAS: National Board Certification is part of the growing education reform movement that is advancing student learning, improving education and making schools better; and


WHEREAS: National Board Certification was designed to develop, retain and recognize accomplished teachers and to generate ongoing improvement in schools nationwide; and

WHEREAS: Educators who achieve National Board for Professional Teaching Certification have met high standards through the certification process that requires teachers demonstrate standards-based evidence of the positive effect they have on student learning in alignment with the Five Core Propositions. These teachers must exhibit a deep understanding of their students, content knowledge, use of data and assessments and teaching practice. They must also show that they participate in learning communities and provide evidence of ongoing reflection and continuous learning; and

WHEREAS: Educators who achieve National Board Certification join the ranks of the nation's most accomplished educators who help students develop the necessary skills to thrive in school, in the workplace and in the 21st century global economy; and

WHEREAS: The following educators have earned distinction through achievement as National Board for Professional Teaching Certified Educators;

THEREFORE: Be it resolved that the Board of Trustees recognize and honor Kristi Gaines and Stephanie McBride-Bergantine, for outstanding professional commitment and service to the students of the Bozeman School District.

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: 2017-18 STATE "AA" GIRLS' BASKETBALL ALL-STATE INDIVIDUALS

CATEGORY: RECOGNITION AND AWARDS

ORIGINATED BY: Jerry Reisig, Activities Director

OTHERS INVOLVED: Erika Gustavsen, Head Coach
Assistant Coaches:
Lyndi Seidensticker-Miles, Ryan Nelson
Doug Kraft, Todd Houston

PRESENTED BY: Erika Gustavsen, Head Coach

DATA EXPANSION: None

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: Elementary and High School District RECOGNITION
April 9, 2018

SUPERINTENDENT'S RECOMMENDATION:


It is recommended that the Board of Trustees adopt the following resolution:

WHEREAS: The Bozeman High Girls' Basketball team took 3RD place at the 2017-18 State "AA" Basketball Championships held in Billings on March 8-10, 2018 which resulted in the following honors for Bozeman High School students; and

WHEREAS: The following Bozeman High student athletes were selected by the "AA" Girls' Basketball head coaches for the 2017-18 1st Team All-State "AA" Girls Basketball Team:

Alex Carey
Ayla Embry

THEREFORE: Be it resolved that the Board of Trustees recognize and honor Alex Carey and Ayla Embry as members of the 2017-18 Girls' Basketball All-State 1st Team.

	Wilson	Willett	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: 2017-18 STATE "AA" BOYS' BASKETBALL ALL-STATE INDIVIDUALS

CATEGORY: RECOGNITION AND AWARDS

ORIGINATED BY: Jerry Reisig, Activities Director

OTHERS INVOLVED: Wes Holmquist, Head Coach
Assistant Coaches: Dennis Watkins, Nathan Wahl, Troy Hostetler, Matt Mullins

PRESENTED BY: Wes Holmquist, Head Coach

DATA EXPANSION: None

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: Elementary and High School District RECOGNITION
April 9, 2018

SUPERINTENDENT'S RECOMMENDATION:


It is recommended that the Board of Trustees adopt the following resolution:

WHEREAS: The Bozeman High Boys' Basketball Team took 2nd place at the 2017-18 State "AA" Basketball Championships held in Billings on March 8-10, 2018 which resulted in the following honors for Bozeman High School students; and

WHEREAS: The following Bozeman High School student athletes were selected by the "AA" Boys' Basketball head coaches for the 2017-18 1st Team All-State "AA" Boys Basketball Team:

Mack Anderson
Ryan Lonergan

THEREFORE: Be it resolved that the Board of Trustees recognize and honor Mack Anderson and Ryan Lonergan as members of the 2017-18 Boys' Basketball All-State 1st Team.

	Wilson	Willett	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: 2017-18 MONTANA HIGH SCHOOL JOURNALISM CONTEST
 CATEGORY: RECOGNITION AND AWARDS
 ORIGINATED BY: Marilyn King, Deputy Superintendent Instruction
 OTHERS INVOLVED: Emily Donahoe, BHS Teacher and HawkTawk Advisor
 PRESENTED BY: Kevin Conwell, BHS Principal
 DATA EXPANSION: None
 COST/FUND SOURCE: N/A


IMPLEMENTATION

ACTION: Elementary and High School District RECOGNITION
 April 9, 2018

SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board of Trustees adopt the following resolution:

- WHEREAS: The Montana High School Journalism Day recognizes and awards the good work Montana scholastic journalism students are producing; and
 WHEREAS: The HawkTawk received first place recognition as the Best Overall Pacesetter and Best Design; and
 WHEREAS: Students Cole Janssen, David Nostrant, Aidan Morton and Quaid Cey received first place in Feature Photography for their "Boys are Back" fashion spread; and
 WHEREAS: Cole Janssen received first place in Opinion Writing for his "Who You Want Me to Be" piece; and
 WHEREAS: The HawkTawk staff received first place in the Student Free Press Award category;
 THEREFORE: Be it resolved that the Board of Trustees recognize and Cole Janssen, David Nostrant, Aidan Morton and Quaid Cey and the entire staff and leadership of HawkTawk for these achievements.

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willet	Wilson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: APPROVE OVERHEAD POWER LINE EASEMENT WITH NORTHWESTERN ENERGY - STUCKY AND COTTONWOOD SITE

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED BY: Todd Swinehart,
Director of Facilities

OTHERS INVOLVED: Steve Johnson,
Deputy Superintendent Operations

DATA: Easement Modification Agreement and Overhead Electric Power Line Easement Joint Use Agreement

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: High School District ACTION
Effective April 19, 2018

ISSUE:

Shall the Board of Trustees approve the Easement Modification Agreement and Overhead Electric Power Line Easement Agreement with NorthWestern Energy for the purpose of relocating the existing overhead power line to accommodate the construction of the roundabout at the Cottonwood and Stucky Intersection?

FACTS:

1. MCA 20-6-602 indicates the trustees of any District shall have the power and the responsibility to hold in trust all real and personal property of the District for the benefit of the schools and children of the District.
2. The Board approved an easement for the acquisition of right-of-way for the addition of the roundabout on August 14, 2017.
3. The easement modification portion further and more accurately defines the limitations of the indicated easement.
4. The requested Right-of-Way Easement will provide for the relocation of the existing overhead power lines to accommodate the construction of the roundabout.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board accept the Overhead Electric Power Line Easement and to execute the document.

OTHER ALTERNATIVES:

1. Do not approve.

DISCUSSION:

The requested Easement is required to facilitate the relocation of an existing overhead power line in conjunction with the construction for the roundabout at the Cottonwood and Stucky Intersection. The proposed easement primarily runs over the top of the previously granted highway and ditch easement, with the exception of an additional encumbrance at the North West corner of the property which accounts for an additional 118 square feet. NorthWestern Energy worked with the holder of the irrigation easement to verify that both of these land uses would coincide and a Joint Use Agreement has been recorded. Further correspondence with the Montana Department of Transportation validated that everything was sufficient for the purpose of the easement documentation.

After Recording, Return To:

NorthWestern Energy
Lands & Permitting Dept.
11 East Park Street
Butte, MT 59701

**EASEMENT MODIFICATION AGREEMENT
AND
OVERHEAD ELECTRIC POWERLINE EASEMENT**

This Easement Modification Agreement (Agreement), is dated the 21st day of February, 2018, and is made and entered into by and between **NORTHWESTERN CORPORATION, a Delaware corporation, d/b/a NORTHWESTERN ENERGY**, of 11 East Park Street, Butte, MT 59701, (NorthWestern), and **BOZEMAN HIGH SCHOOL DISTRICT NO. 7**, of P.O. Box 520, Bozeman, MT 59771-0520, MT 59718, (Landowner), provides as follows:

Recitals

1. Landowner is the owner of the real property, located in Gallatin County, Montana, which is more particularly described as follows:

Lot 1A and Road Tract A1 of Minor Subdivision No. 181A, being the Amended Subdivision Plat of Minor Subdivision No. 181, located in the NW¼ of Section 22, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

(the Real Property).

2. NorthWestern is the holder of an easement for an electrical powerline affecting a portion of the Real Property, arising from that certain "Right-of-Way Easement" dated September 10, 1984, and recorded November 7, 1984, in Film 85, at Page 1855, records of Gallatin County, Montana (the Easement).
3. Landowner and NorthWestern desire to relocate a segment of the existing powerline, from its present location on the Real Property to a new location on the Real Property, subject to the terms and conditions of this Agreement.
4. Additionally, NorthWestern desires to acquire and Landowner is willing to grant an easement for an overhead electric powerline, subject to the terms and conditions of this Agreement.

Agreement

Now therefore, for and in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NorthWestern and Landowner agree as follows:

1. Relocation of Overhead Electric Powerline. The segment to be relocated, showing where the new line will be built is depicted on the attached Exhibit "A" consisting of two pages, attached hereto and by this reference made a part hereof. All costs of relocating this segment of the powerline shall be borne solely by NorthWestern.
2. Release of Easement (For Abandoned Overhead Powerline Location). Effective immediately at the time as the new powerline is put into operation, NorthWestern will abandon the existing powerline as it is now located within the area to be released, and shall be deemed to release, remise and quitclaim, without warranty of any kind, that segment of the Easement located upon the Real Property and depicted on Exhibit "A" as "Existing Overhead Electric Line Approximate Location to be Abandoned". Nothing herein shall be deemed to release or in any way affect any other easement which may benefit NorthWestern, other than the Easement as expressly identified herein, and then solely as is described herein.
3. Grant of Easement.
 - a. Relocated Overhead Electric Powerline (New Location) and New Easement. Landowner hereby grants unto NorthWestern, for its benefit, and that of its successors, assigns and permittees, a perpetual, non-exclusive easement varying in width of up to twenty (20) feet wide upon which to locate, survey, construct, operate, inspect, maintain, repair, rebuild, upgrade, and remove an overhead electric powerline, communications system and all necessary appurtenances, over, under, along and across those portions of the Real Property, which are depicted on the attached Exhibit "A" as "Proposed New Overhead Electric Powerline Easement".
4. Supplemental Terms. The parties agree that the Easement, including the easement as granted in Section 3, above, shall be modified for the purpose of better defining the location, rights, scope, use, operations and liabilities of the same, as follows:
 - a. Access to Easement Areas. The easement as granted in Section 3, includes the right of ingress to and egress from the easement areas over the Real Property and other lands of Landowner's, using existing roads and trails as practical.
 - b. Removal of Vegetation and Obstructions. NorthWestern, its successors, assigns and permittees, shall have the right to use and keep the easement areas free and clear of any and all obstructions, improvements or structures, except fences; and the right to clear and remove all timber, brush or vegetation outside the easement areas that may in NorthWestern's sole opinion endanger the powerline, communications system, necessary appurtenances.
5. Modifications. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and contains the sole and entire agreement between the Parties. This Agreement may not be modified or terminated, unless in writing signed by the party against whom the same is sought to be enforced.
6. Controlling Law. This Agreement shall be interpreted under the laws of the State of Montana.

7. Interpretation. This Agreement has been reviewed by both parties, each of whom has had the opportunity to consult with independent counsel regarding it and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.
8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
9. Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
10. Certification. Landowner represents that it is the sole owner of the Real Property, and has the unrestricted right to enter into this Agreement. Further, the individuals signing for the parties, each hereby represent that they are duly authorized and empowered to execute this Agreement on behalf of the party for whom each signs, and that once signed that this will be binding on the parties hereto.
11. Attorneys' Fees. In the event either party finds it necessary to employ counsel in order to enforce, rescind or interpret any term or provision of this Agreement, including any proceeding in bankruptcy, before any officer or judge of the U.S. Bankruptcy Court or any proceeding pertaining thereto, the prevailing party shall be entitled to recover from the other party in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorneys' fees. Attorneys' fees shall include any attorneys services rendered prior to the institution of litigation or proceedings in bankruptcy and include all matters pertaining to litigation, or proceedings in bankruptcy as may be necessarily incurred in such proceedings and shall include an estimate of the attorneys' fees to be incurred by the prevailing party following any initial decision or judgment entered in connection with that matter.
12. Effect. The grant and agreements made by the parties shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, assigns and permittees. Except as expressly set forth herein, the Easement remains unchanged and in all other respects any other easements held by NorthWestern which are not referenced herein remain unchanged.

BOZEMAN HIGH SCHOOL DISTRICT NO. 7

By: _____

Its: _____

NORTHWESTERN CORPORATION, a
Delaware corporation, d/b/a NORTHWESTERN
ENERGY

By: _____

Patrick Asay
Its Manager – Lands & Permitting

Acknowledgment Attached

STATE OF MONTANA)
).ss
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2018
by Patrick Asay, as Manager of Lands and Permitting of NORTHWESTERN CORPORATION, a
Delaware corporation, d/b/a NORTHWESTERN ENERGY.

~~NOTARY SEAL~~

Printed Name: _____
Notary Public for the State of Montana
Residing at: _____
My Commission Expires: _____

STATE OF MONTANA _____)
)ss.
COUNTY OF GALLATIN _____)

This instrument was acknowledged before me on _____, 2018,
by _____, known to me to be the _____
for BOZEMAN HIGH SCHOOL DISTRICT NO. 7.

(~~NOTARY SEAL~~)

Print Name: _____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____, 20____

Project: Electric Transmission Line relocation
Stucky / Cottonwood Rd. MDT roundabout
Agent: Jeffrey J. Harmon
SAP No.: 24072123-1700
QRM No. _____



(Note: Not drawn exactly to scale.)

EXHIBIT "A"

Exhibit Page 1 of 2 Pages

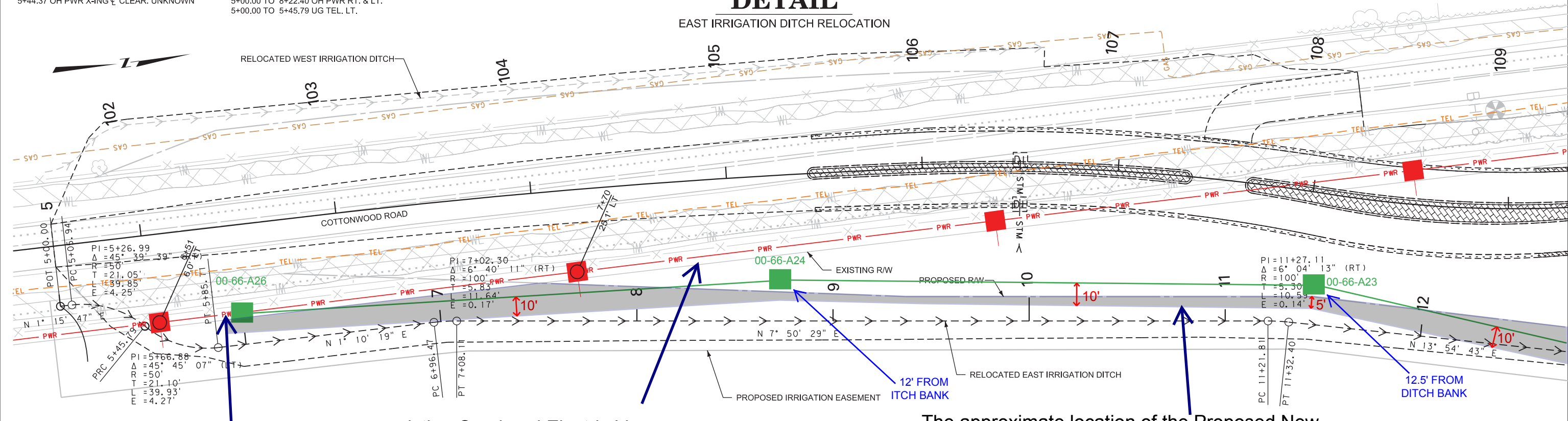
KLJ

UTILITY CROSSINGS
5+44.37 OH PWR X-ING C CLEAR. UNKNOWN

UTILITY CONFLICTS
5+00.00 TO 8+22.40 OH PWR RT. & LT.
5+00.00 TO 5+45.79 UG TEL. LT.

DETAIL

EAST IRRIGATION DITCH RELOCATION



End of the segment of the existing overhead electric line and easement to be abandoned. All portions of the existing easement along the Real Property further to the south are to remain in full force and effect.

Existing Overhead Electric Line
Approximate Location To Be Abandoned
is shown in red.

The approximate location of the Proposed New
Overhead Electric Powerline Easement is shaded in
gray.

Lot 1A and Road Tract A1 of Minor Subdivision No. 181A, being the Amended Subdivision Plat of Minor Subdivision No. 181, located in the NW¼ of Section 22, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

Owner:
Bozeman High School District No. 7

After Recording, Return To:
NorthWestern Energy
Land & Permitting Department
11 East Park Street
Butte, MT 59701

JOINT USE AGREEMENT

This Agreement is dated February 9, 2018, and is made by and between Dayle Kountz, of 5550 Blackwood Road, Bozeman, MT 59718-7665 (Kountz), and **NorthWestern Corporation d/b/a NorthWestern Energy**, a Delaware corporation, whose address is 11 East Park Street, Butte, MT 59701-9394, (NorthWestern).

Whereas, Kountz owns and operates an irrigation ditch through portions of Gallatin County, Montana; and

Whereas, NorthWestern desires to relocate electrical powerlines, over and across portions of the Kountz irrigation ditch easement (the Kountz easements); and

Whereas, NorthWestern has requested that Kountz consent to and approve the joint use of the Kountz easements.

Now, Therefore, Kountz for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto NorthWestern, its successors and assigns, subject to the terms and conditions hereof, the right to jointly use a portion of the Kountz easements situated in Gallatin County, Montana and being more particularly described as follows:

Kountz Easement No. 1:

A tract of land within Lot 4A of Minor Subdivision No. 454C, a subdivision of Tract 2 of Certificate of Survey No. 2229, situated in the SW1/4SW1/4 of Section 15, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, as shown by the shaded area on the plat consisting of 2 sheets, containing 0.36 acre, more or less, and recorded on 9/13/2017 as Document No. 2592607, in the office of the County Clerk and Recorder, of Gallatin County, Montana.

AND ALSO;

Kountz Easement No. 2:

A tract of land within Lot 1A and Road Tract A1 of Minor Subdivision No. 181A, being the Amended Subdivision Plat of Minor Subdivision No. 181, located in the NW1/4NW1/4 of Section 22, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, as shown by the shaded area on the plat consisting of 1 sheet, containing 0.66 acre, and recorded on 9/25/2017 as Document No. 2593670, in the office of the County Clerk and Recorder, of Gallatin County, Montana.

For an illustration of the approximate location of the Joint Use Agreement areas, within the Kountz easements, see Exhibit "A", comprised of 3 sheets, attached hereto and by this reference made a part hereof.

NorthWestern's joint use of the Kountz easements shall be restricted and limited to a strip of land varying in width of up to twenty (20) feet wide at the crossing locations and subject to the following terms and conditions:

1. Kountz makes no claim as to easement or land rights or the rights to convey or assign such rights. Kountz herein grants all rights without warranty of any kind and NorthWestern assumes all liability with regard to the construction, operation and maintenance of the electrical transmission lines.

2. NorthWestern's pole structures, powerlines and other facilities shall be located and be of a minimum height of twenty five (25) feet above the ground so as to not interfere with Kountz' operation or maintenance of the irrigation ditch.

3. Either party may remove from the Kountz easements, brush or other vegetation and may remove any debris, structures and property not otherwise permitted under the terms of this agreement.

4. Kountz shall have full and exclusive control over the Kountz easement with the authority to permit or deny any encroachment thereon or use made thereof, provided any such encroachment or use does not unreasonably interfere with or endanger NorthWestern's electrical transmission lines.

5. NorthWestern shall indemnify and hold harmless Kountz his successors and assigns from and against any loss, damage, suit, judgment, penalty, cost, liability or expense whatsoever, including reasonable attorney's fees, arising out of any loss or damage to real or personal property, injuries to or death of persons, or contamination of the environment, the Easement area, or the land, caused by or resulting from the negligent or intentional acts of NorthWestern or its agents, contractors, employees, licensees, or invitees in exercising its rights under this Joint Use Agreement. Nothing contained herein shall be deemed to indemnify any party against its own negligence or willful misconduct, or that of any employee, agent, servant, contractor or subcontractor of such party.

6. Kountz shall indemnify and hold harmless NorthWestern its successors and assigns from and against any loss, damage, suit, judgment, penalty, cost, liability or expense whatsoever, including reasonable attorney's fees, arising out of any loss or damage to real or personal property, injuries to or death of persons, or contamination of the environment, the Easement area, or the land, caused by or resulting from the negligent or intentional acts of Kountz or his agents, contractors, employees, licensees, or invitees in exercising his rights under this Joint Use Agreement. Nothing contained herein shall be deemed to indemnify any party against its own negligence or willful misconduct, or that of any employee, agent, servant, contractor or subcontractor of such party.

7. The herein contained restrictions upon NorthWestern's use of the Kountz easements shall remain in effect for so long as Kountz shall maintain his easements for irrigation purposes or maintain the Kountz easements as a right-of-way for any purpose.

[Signature Page Follows]

Dated this 9th day of February, 2018.

By: Dayle Kountz
Dayle Kountz

NorthWestern Corporation, d/b/a
NorthWestern Energy, a Delaware
corporation

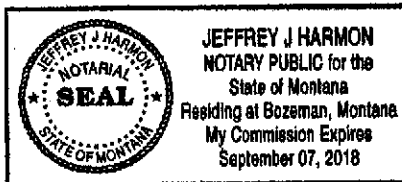
By: Patrick Asay
Patrick Asay
Its: Manager Lands & Permitting

ACKNOWLEDGEMENT

STATE OF MONTANA)
COUNTY OF Gallatin) ss.

On this 12th day of February, 2018, before me, a Notary Public for the State of Montana, personally appeared Patrick Asay, known to me to be the Manager of Lands & Permitting for NorthWestern Corporation, d/b/a NorthWestern Energy.

NOTARY SEAL



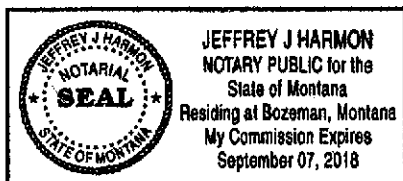
Jeffrey J. Harmon
Printed Name: Jeffrey J. Harmon
Notary Public for the State of Montana
Residing at: Bozeman, MT
My Commission Expires: Sept. 7, 2018

ACKNOWLEDGEMENT

STATE OF MONTANA)
COUNTY OF Gallatin) ss.

This instrument was acknowledged before me on February 9, 2018, by Dayle Kountz.

(NOTARY SEAL)



Jeffrey J. Harmon
Print Name: Jeffrey J. Harmon
Notary Public for the State of Montana
Residing at: Bozeman, MT
My Commission Expires: Sept. 7, 2018

Project: Electric Transmission Line relocation
Stucky / Cottonwood Rd. MDT roundabout
Agent: Jeffrey J. Harmon
SAP No.: 24072123-1700
QRM No. _____

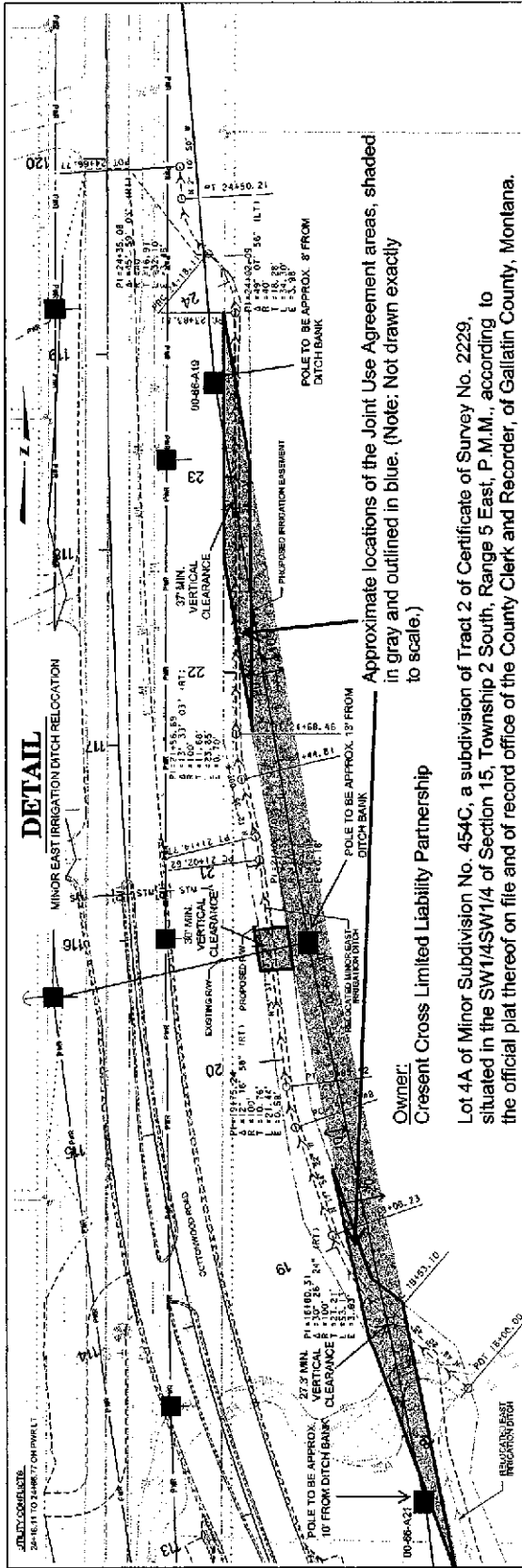
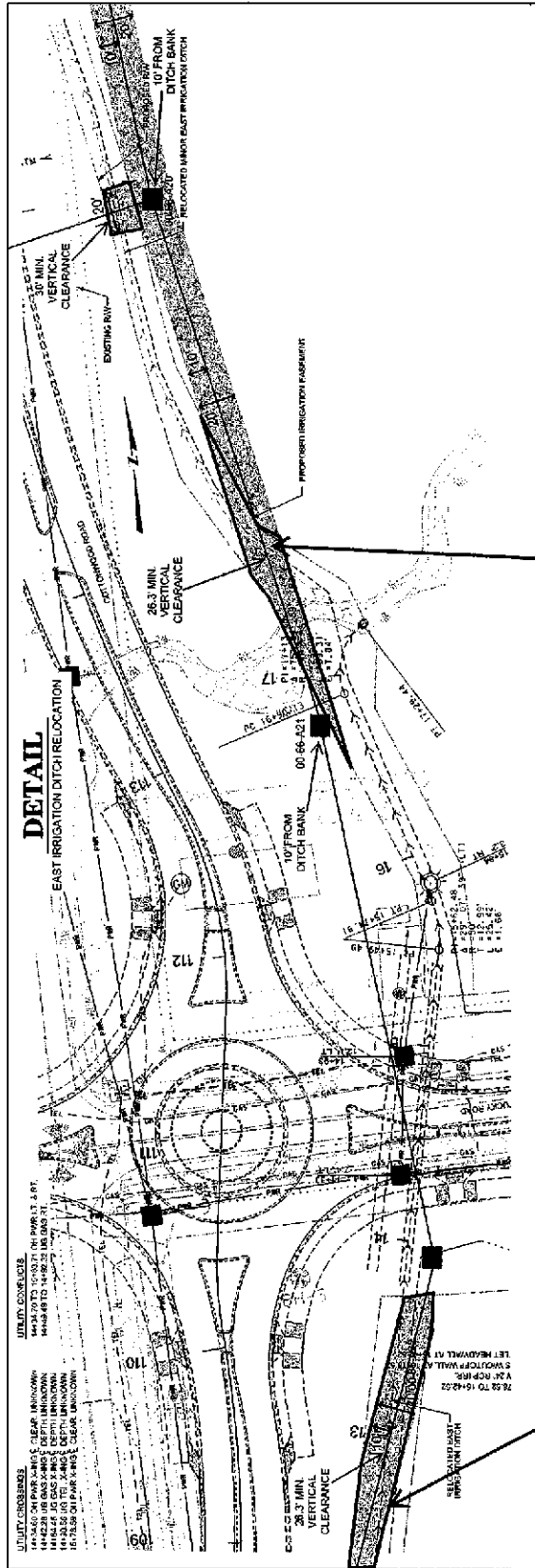


EXHIBIT "A"

Attachment to Joint Use Agreement dated *February 9, 2018*, by and between Dayle Kountz, and NorthWestern Corporation, d/b/a NorthWestern Energy, a Delaware corporation.



Approximate location of the Joint Use Agreement areas within the Kountz Easement shaded in gray and outlined in blue, located within Lot 1A and Road Tract A1 of Minor Subdivision No. 181 A, being the Amended Subdivision Plat of Minor Subdivision No. 181, located in the NW1/4NW1/4 of Section 22, Township 2 South, Range 5 East, P.M.M., according to the official plat thereof on file and of record in the County Clerk and Recorder's records of Gallatin County, Montana, which is owned by Bozeman High School District No. 7 south of Stucky Road.

AND

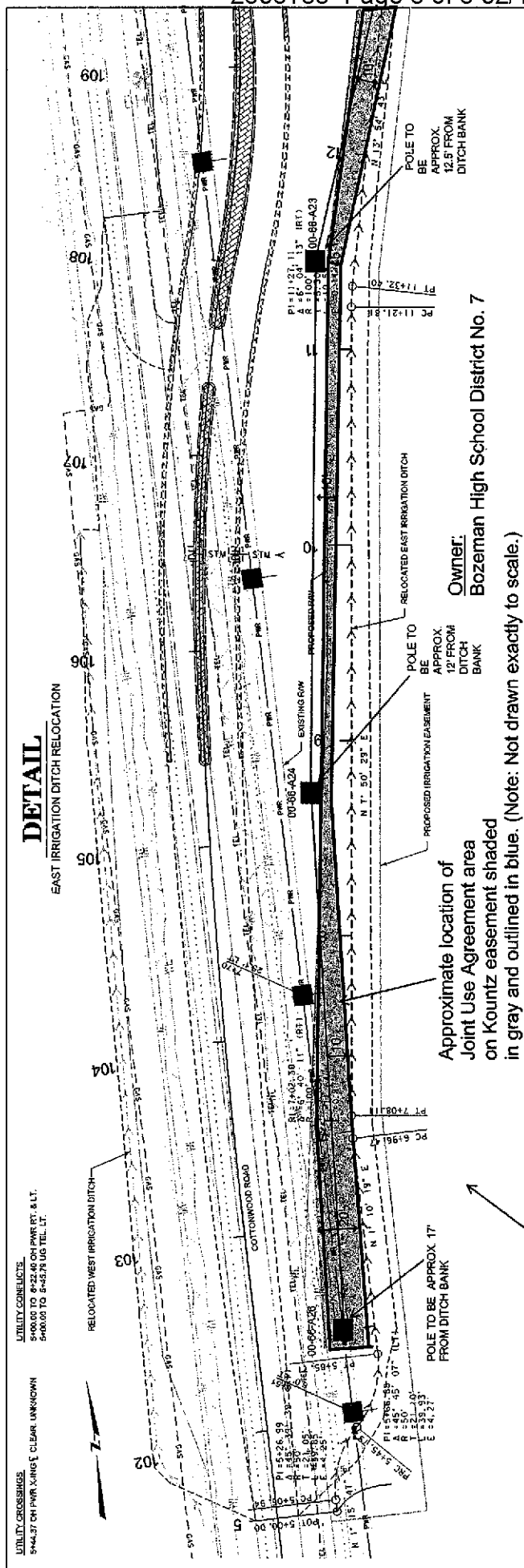
Within Lot 4A of Minor Subdivision No. 454C, a subdivision of Tract 2 of Certificate of Survey No. 2229, situated in the SW1/4SW1/4 of Section 15, Township 2 South, Range 5 East, P.M.M., according to the official plat thereof on file and of record office of the County Clerk and Recorder, of Gallatin County, Montana, which is owned by Crescent Cross Limited Liability Partnership, north of Stucky Road.

(Note: Not drawn exactly to scale)

EXHIBIT "A"

Attachment to that certain Joint Use Agreement dated February 9, 2018 by and between Dayle Kountz, and NorthWestern Energy, d/b/a NorthWestern Corporation, a Delaware corporation.


Exhibit Page 2 of 3 Pages



Lot 1A and Road Tract A1 of Minor Subdivision No. 181A, being the Amended Subdivision Plat of Minor Subdivision No. 181, located in the NW $\frac{1}{4}$ of Section 22, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

EXHIBIT "A"

Attachment to that certain Joint Use Agreement dated February 9, 2018, by and between Dayle Kountz, and NorthWestern Energy, d/b/a NorthWestern Corporation, a Delaware corporation.

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willet	Wilson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: RATIFY SUPERINTENDENT'S SIGNATURE ON AGREEMENTS WITH CITY OF BOZEMAN RELATED TO CONSTRUCTION OF HIGH SCHOOL #2

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED BY: Todd Swinehart, Director of Facilities

OTHERS INVOLVED: Steve Johnson,
Deputy Superintendent Operations

DATA
EXPANSION: City of Bozeman Conditional Irrevocable Offer of Dedication
Public Access Easement Lot 1A2
Public Access Easement Tract 2A
Agreement for New Bozeman High School
Water Adequacy Requirements
Interlocal Agreement for Infrastructure
Improvements for Bozeman Second High School

COST/FUND
SOURCE: High School District Bond Revenue

IMPLEMENTATION
ACTION: High School District ACTION
Effective April 9, 2018

ISSUE:
Shall the Board of Trustees approve the Conditional Irrevocable Offer of Dedication, Sewer and Water Pipeline and Access Easement and Agreement and the Agreement for New Bozeman High School Water Adequacy Requirements for the development of High School #2?

FACTS:

1. MCA 20-6-602 indicates the trustees of any district shall have the power and the responsibility to hold in trust all real and personal property of the district for the benefit of the schools and children of the district.
2. The Board of Trustees and the Bozeman City Commission met on November 13, 2017 to discuss the limits and terms of annexation.
3. The Annexation Agreement was approved by the Board on December 1, 2017.
4. A site plan application was submitted to the City on February 14, 2018 with a resubmittal on March 28, 2018.
5. The conditions for both the Site Plan Approval and Annexation Agreement call for several agreements to be in place as conditions of annexation and approval of the plans.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board accept the City of Bozeman Conditional Irrevocable Offer of Dedication, Public Access Easements Lot 1A2 and Tract 2A, Agreement for New Bozeman High School Water Adequacy Requirements, Interlocal Agreement for Infrastructure Improvement for Bozeman Second High School.

OTHER ALTERNATIVES:

1. Do not approve.

**City of Bozeman Conditional Irrevocable
Offer of Dedication**

This Irrevocable Offer to Dedicate and Declaration of Restrictions (hereinafter "Offer") is made this _____ day of _____ 2018, by **Bozeman High School District 7, a political subdivision of the State of Montana, with principal offices located at 404 W. Main St., Bozeman, MT 59715**, (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the legal owner in simple fee interest of certain real properties located in the County of Gallatin, State of Montana, and described as **North Campus: Tract 1A2 of COS No. 2554B located in the SW ¼ of Sec. 3, T2S, R5E; South Campus Tract 2A of COS No. 2554A located in the SW ¼ of Sec. 3, T2S, R5E**, on file and of record in the office of the Clerk and Recorder of said County (hereinafter referred to as the "**Property**") and

WHEREAS, Grantor applied to the City of Bozeman (the "**Municipality**") for approval to undertake development as defined in Chapter 38.42, BMC within the City of Bozeman (hereinafter the "Permit"); and

WHEREAS, approval of Application **18085** was granted on _____ day of _____ **2018**, by the Municipality in accordance with the provisions of Title 38, BMC, hereby incorporated by reference; and

WHEREAS, Grantor wishes to meet the requirements of Title 38, BMC, to provide public access and/or allow simultaneous construction of infrastructure and improvements which will later be granted to the Municipality, with the buildings, remaining improvements and land appurtenant thereto to remain in private ownership, as authorized in Section 38.39.030.C; and

WHEREAS, the water and sewer improvements and street infrastructure appurtenant to and to be installed or constructed on or under the above described lands, and infrastructure and/or interests therein are to be dedicated to the Municipality, free and clear of all encumbrances, pursuant to said final approval of the Permit; and,

WHEREAS, it is intended that this Offer is irrevocable and shall, upon written acceptance by the Municipality and final approval of the Permit referenced herein, grant all rights of use or access for maintenance and repair of the said improvements and infrastructure offered;

NOW THEREFORE, in consideration of the granting of, and conditioned upon, the final approval for application no. **18085**, the Grantor hereby offers to dedicate to the

Municipality, the sewer and water improvements and street infrastructure constructed or be constructed upon the real property as specifically set forth, described and identified in the plans and specifications issued or prepared by **TD&H Engineering, 234 East Babcock Street #3, Bozeman, MT** Project **New Bozeman High School Infrastructure Plans** dated February 2, 2018 (with subsequent approved revisions), which are by this reference incorporated in this instrument.

1. Benefit and Burden. This Offer shall run with and burden the Property and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be, upon the issuance of the final Permit reference herein, be effective limitations on the use and access of the Property by Grantor and shall bind the Grantor and all successors and assigns. This Offer shall benefit the Municipality only so long as said improvements and infrastructures for sewer and water exist on the Property.

2. Construction and Validity. If any provision of these Restrictions is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

3. Successors and Assigns. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this Offer shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Municipality, whether voluntary or involuntary.

4. Limitations. The construction and other standards adopted or utilized by the City of Bozeman regarding legal form, construction materials, warranty, and all other elements relating to improvements or infrastructure constructed or be constructed pursuant to the Permit shall be fully applicable.

5. Term. This irrevocable Offer of Dedication shall be binding for the duration of Final Site Plan approval process. Upon written acceptance of this Offer by the Municipality, this Offer and the terms, conditions, and restrictions hereof shall exist in perpetuity, shall have the effect of a grant by Grantor, subject to the conditions stated herein, and shall run with the land and be binding on the parties, their heirs, assigns, and successors, PROVIDED, HOWEVER, this grant shall be null and void if the Permit referenced herein is not granted and issued by the Municipality on or before one year after the date of Final Plan approval or extensions of the date of approval.

Bozeman High School District 7

By: _____
(signature) (print)
Its _____

By: _____
(signature) (print)
Its _____

State of _____)
:ss:
County of _____)

On this _____ day of _____ 2018 before me personally appeared _____, whose identity was proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to this instrument, and acknowledged that s/he executed the same as Members of, and for and on behalf of _____.

(NOTARTIAL SEAL) Print Name: _____
Signed: _____
Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

ACCEPTED:

CITY OF BOZEMAN, MONTANA

City Manager

ATTEST:

City Clerk

STATE OF MONTANA)
) ss
County of Gallatin)

On this _____ day of _____ 2018, before me, the undersigned, a Notary Public for the State of Montana, personally appeared CHUCK WINN and ROBIN CROUGH, known to me to be the Assistant City Manager and City Clerk for the City of Bozeman, respectively, and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana
Residing at Bozeman, Montana
My Commission Expires _____

Return To:
City Clerk
PO Box 1230
Bozeman, MT 59715

PUBLIC ACCESS EASEMENT

BOZEMAN HIGH SCHOOL DISTRICT 7, GRANTOR, in consideration of \$ 1.00 and for other and valuable considerations, receipt of which is hereby acknowledged, grants to The City of Bozeman, a Municipal Corporation of the State of Montana, with offices at 121 North Rouse, Bozeman, Montana 59715, GRANTEE, a public access easement for sidewalk for the use of the public in, through, and across a strip of land situated in Gallatin County, Montana, which is located on the following described property: A tract of land, said tract being Lot 1A2 of Certificate of Survey No. 2554B, said tract being located in the SW 1/4 of Sec. 3, T2S, R5E, P.M.M., City of Bozeman, Gallatin County, Montana.

The easement is more particularly described on Certificate of Survey No. _____ which by this reference is made a part hereof.

The GRANTOR(S) agrees:

- (1) To construct and maintain the sidewalk at their own expense in accordance with relevant City Ordinances, including, but not limited to, snow removal and all major and minor repair work.
- (2) To allow the City to make any and all inspections of the driveway and parking area and land appurtenant thereto as the City reasonably deems necessary.
- (3) The Grantor and the City of Bozeman acknowledge that any setbacks required along Cottonwood Road will be measured from the actual property line and not from the edge of the public access easement established by this easement.

The GRANTOR(S) warrant that they are lawfully seized and possessed of the real property described above, that they have a lawful right to convey the property, or any part of it, and that they will forever defend the title to this property against the claims of all persons.

The GRANTOR(S) further agrees that the GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTORS. The terms, covenants and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

DATED this 5 day of April, 2018.

LANDOWNER: BOZEMAN HIGH SCHOOL DISTRICT 7

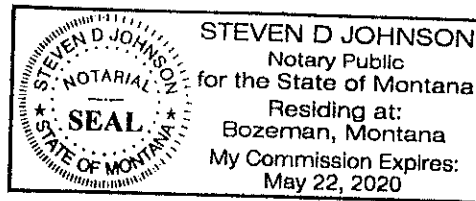
By: [Signature] ROBERT WATSON, SUPERINTENDENT
Signature Printed name and title

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 5 day of APRIL, 2018, before me the undersigned, a Notary Public for the State of Montana, personally appeared, ROBERT WATSON, known to me to be the SUPERINTENDENT of BOZEMAN HIGH SCHOOL DISTRICT 7 and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of BOZEMAN HIGH SCHOOL DISTRICT 7.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



[Signature]
Notary Public for the State of Montana
STEVEN D. JOHNSON

(Printed Name)
Residing in _____
My Commission Expires _____ / _____ /20____

DATED this _____ day of _____, 20____.

CITY OF BOZEMAN

Title _____

ATTEST:

City Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

On this _____ day of _____, 2____, before me, a Notary Public for the State of Montana, personally appeared ANDREA SURRATT and ROBIN CROUGH, known to me to be the City Manager and City Clerk, respectively, of the City of Bozeman and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

Return To:
City Clerk
PO Box 1230
Bozeman, MT 59715

PUBLIC DRAINAGE EASEMENT

BOZEMAN HIGH SCHOOL DISTRICT 7, GRANTOR(S), in consideration of \$ 1.00 and for other and valuable considerations, receipt of which is hereby acknowledged, grants to The City of Bozeman, a Municipal Corporation of the State of Montana, with offices at 121 North Rouse, Bozeman, Montana 59715, GRANTEE, a perpetual drainage easement for the use of the public in, through, and across a portion of a parcel of real property situated in Gallatin County, Montana, which is located on the following described property: A tract of land, said tract being Lot 1A2 of Certificate of Survey No. 2554B, said tract being located in the SW 1/4 of Sec. 3, T2S, R5E, P.M.M., City of Bozeman, Gallatin County, Montana.

The Drainage Easement contains approximately 16,569 square feet and is more particularly described on Certificate of Survey No. _____ which by this reference is made a part hereof.

The GRANTOR(S) states that they possess the real property described above and that they have a lawful right to grant an easement thereon.

The GRANTOR(S) further agrees that the GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

DATED this 5 day of April, 2018.

LANDOWNER: BOZEMAN HIGH SCHOOL DISTRICT 7

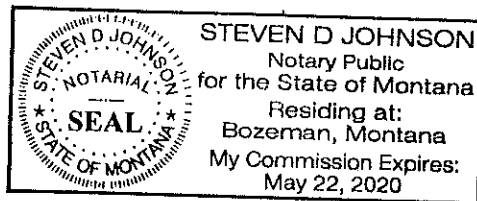
By: [Signature] ROBERT WATSON, SUPERINTENDENT
Signature Printed name and title

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 5 day of April, 2018, before me the undersigned, a Notary Public for the State of Montana, personally appeared, ROBERT WATSON, known to me to be the SUPERINTENDENT of BOZEMAN HIGH SCHOOL DISTRICT 7 and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of BOZEMAN HIGH SCHOOL DISTRICT 7.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



[Signature]
Notary Public for the State of Montana

STEVEN D. JOHNSON

(Printed Name)

Residing in _____

My Commission Expires ____/____/20____

DATED this _____ day of _____, 20____.

CITY OF BOZEMAN

Title _____

ATTEST:

City Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

On this _____ day of _____, 2____, before me, a Notary Public for the State of Montana, personally appeared ANDREA SURRAT and ROBIN CROUGH, known to me to be the City Manager and City Clerk, respectively, of the City of Bozeman and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

Return To:
City Clerk
PO Box 1230
Bozeman, MT 59715

PUBLIC STREET AND UTILITY EASEMENT

BOZEMAN HIGH SCHOOL DISTRICT 7, GRANTOR(S), in consideration of \$ 1.00 and for other and valuable considerations, receipt of which is hereby acknowledged, grants to The City of Bozeman, a Municipal Corporation of the State of Montana, with offices at 121 North Rouse, Bozeman, Montana 59715, GRANTEE, a perpetual street and utility easement for the use of the public in, through, and across a portion of a parcel of real property situated in Gallatin County, Montana, which is located on the following described property: A tract of land, said tract being Lot 1A2 of Certificate of Survey No. 2554B, said tract being located in the SW 1/4 of Sec. 3, T2S, R5E, P.M.M., City of Bozeman, Gallatin County, Montana.

The easement is more particularly described on Certificate of Survey No. _____ which by this reference is made a part hereof.

The GRANTOR(S) states that they possess the real property described above and that they have a lawful right to grant an easement thereon.

The GRANTOR(S) further agrees that the GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

DATED this 5 day of April, 2018.

LANDOWNER: BOZEMAN HIGH SCHOOL DISTRICT 7

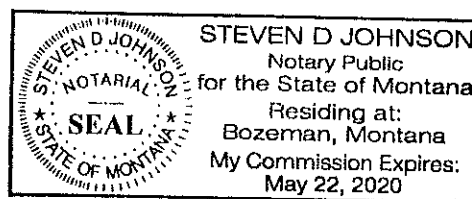
By: [Signature] ROBERT WATSON, SUPERINTENDENT
Signature Printed name and title

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 5 day of April, 2018, before me the undersigned, a Notary Public for the State of Montana, personally appeared, ROBERT WATSON, known to me to be the SUPERINTENDENT of BOZEMAN HIGH SCHOOL DISTRICT 7 and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of BOZEMAN HIGH SCHOOL DISTRICT 7.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



[Signature]
Notary Public for the State of Montana

STEVEN D. JOHNSON

(Printed Name)

Residing in _____

My Commission Expires ____/____/20__

DATED this _____ day of _____, 20____.

CITY OF BOZEMAN

Title _____

ATTEST:

City Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

On this _____ day of _____, 2____, before me, a Notary Public for the State of Montana, personally appeared ANDREA SURRAT and ROBIN CROUGH, known to me to be the City Manager and City Clerk, respectively, of the City of Bozeman and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

Return To:
City Clerk
PO Box 1230
Bozeman, MT 59715

WATER PIPELINE ACCESS EASEMENT AND AGREEMENT

BOZEMAN HIGH SCHOOL DISTRICT 7, the GRANTOR(S), in consideration of \$ 1.00 and other good and valuable consideration, receipt of which is acknowledged, grant(s) to The City of Bozeman, GRANTEE, its successors and assigns, a perpetual easement to lay, construct and maintain water pipelines with the usual services, valves, connections, accessories and appurtenances for the purpose of transmitting water in, through, and across an irregular strip of land situated in Gallatin County, Montana, to be located on the following described real property: A tract of land, said tract being Lot 1A2 of Certificate of Survey No. 2554B, said tract being located in the SW 1/4 of Sec. 3, T2S, R5E, P.M.M., City of Bozeman, Gallatin County, Montana.

The easement is more particularly described as a "Water Pipeline Easement" on Certificate of Survey No. _____ which by this reference is made a part hereof.

This grant includes the right of the GRANTEE, its successors, permittees, licensees, and assigns and its and their agents and employees, to enter at all times upon the above-described land by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the GRANTOR(S) in order to survey and establish the route and location of the easement and the pipeline and to:

- (1) Construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the pipeline, services, connections, accessories and appurtenances;
- (2) Trim, remove, destroy, or otherwise control any trees and brush inside or outside the boundaries of the easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance

of the pipeline;

- (3) Grade the land subject to this easement and extend the cuts and fills of this grading into and on the land adjacent to that which is subject to this easement to the extent GRANTEE may find reasonably necessary; and
- (4) Support the pipeline across ravines and water courses with structures which GRANTEE deems necessary

THE GRANTEE AGREES:

- (1) That, in connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said water pipeline(s), it will repair or replace, at its sole expense, or pay to GRANTOR(S) the reasonable value of any damages to growing crops, existing fences, ditches and other appurtenances of said land that may be disturbed by its operation.
- (2) That, during operations involving excavation, it will remove the topsoil from the trenched area to a depth of one foot, or to the full depth of the topsoil, whichever is less, and stockpile said top soil for replacement over the trench. It will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed. And, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations except that the surface of backfilled areas may be mounded sufficiently to prevent the formation of depressions after final settlement has taken place.

THE GRANTOR(S) AGREES:

- (1) At no time will they build, construct, erect or maintain any permanent structure within the boundaries of said easement without the prior written consent of GRANTEE.
- (2) At no time will they modify the finished grade of the land over the pipeline by removal of existing soil or by placement of fill material within the boundaries of said easement without the prior written consent of the GRANTEE.

- (3) That where the subject improvements are not located under improved public or private streets or other provided access, a 12 foot wide all-weather access road may be constructed within the easement where at the City's discretion such access is required for operation and maintenance purposes.
- (4) The GRANTOR(S) warrants that they are lawfully seized and possessed of the real property described above, that they have a lawful right to convey the property, or any part of it, and that they will forever defend the title to this property against the claims of all persons.
- (5) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR(S). The terms, covenants and provisions of this easement and agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

DATED this 5 day of April, 20 18.

LANDOWNER: BOZEMAN HIGH SCHOOL DISTRICT 7

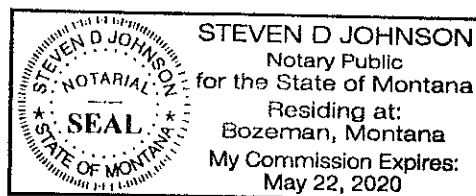
By: [Signature] ROBERT WATSON, SUPERINTENDENT
Signature Printed name and title

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 5 day of April, 20 18, before me the undersigned, a Notary Public for the State of Montana, personally appeared, ROBERT WATSON, known to me to be the SUPERINTENDENT of BOZEMAN HIGH SCHOOL DISTRICT 7 and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of BOZEMAN HIGH SCHOOL DISTRICT 7.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



[Signature]
Notary Public for the State of Montana

STEVEN D. JOHNSON

(Printed Name)

Residing in _____

My Commission Expires ____/____/20____

DATED this _____ day of _____, 20____.

CITY OF BOZEMAN

Title _____

ATTEST:

City Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

On this _____ day of _____, 2____, before me, a Notary Public for the State of Montana, personally appeared ANDREA SURRATT and ROBIN CROUGH, known to me to be the City Manager and City Clerk, respectively, of the City of Bozeman and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

Return To:
City Clerk
PO Box 1230
Bozeman, MT 59715

PUBLIC ACCESS EASEMENT

Bozeman School District #7, GRANTOR, in consideration of \$ 1.00 and for other and valuable considerations, receipt of which is hereby acknowledged, grants to The City of Bozeman, a Municipal Corporation of the State of Montana, with offices at 121 North Rouse, Bozeman, Montana 59715, GRANTEE, a public access easement for sidewalk for the use of the public in, through, and across a strip of land situated in Gallatin County, Montana, which is located on the following described property: A tract of land, said tract being Tract 2A of Certificate of Survey No. 2554A, said tract being located in the SW 1/4 of Sec. 3, T2S, R5E, P.M.M., City of Bozeman, Gallatin County, Montana.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

The GRANTOR(S) agrees:

- (1) To construct and maintain the sidewalk at their own expense in accordance with relevant City Ordinances, including, but not limited to, snow removal and all major and minor repair work.
- (2) To allow the City to make any and all inspections of the driveway and parking area and land appurtenant thereto as the City reasonably deems necessary.
- (3) The Grantor and the City of Bozeman acknowledge that any setbacks required along Cottonwood Drive will be measured from the actual property line and not from the edge of the public access easement established by this easement.

The GRANTOR(S) warrant that they are lawfully seized and possessed of the real property described above, that they have a lawful right to convey the property, or any part of it, and that they will forever defend the title to this property against the claims of all persons.

The GRANTOR(S) further agrees that the GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTORS. The terms, covenants and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

DATED this 5 day of April, 2018.

LANDOWNER: Bozeman School District #7

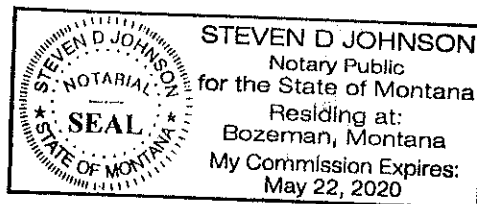
By: [Signature] ROBERT WATSON, SUPERINTENDENT
Signature Printed name and title

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 5 day of April, 2018, before me the undersigned, a Notary Public for the State of Montana, personally appeared, Robert Watson, known to me to be the SUPERINTENDENT of Bozeman School District #7 and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of Bozeman School District #7.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



[Signature]
Notary Public for the State of Montana
STEVEN D. JOHNSON

(Printed Name)
Residing in _____
My Commission Expires ____/____/20____

DATED this _____ day of _____, 20____.

CITY OF BOZEMAN

Title _____

ATTEST:

City Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

On this _____ day of _____, 2____, before me, a Notary Public for the State of Montana, personally appeared ANDREA SURRATT and ROBIN CROUGH, known to me to be the City Manager and City Clerk, respectively, of the City of Bozeman and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

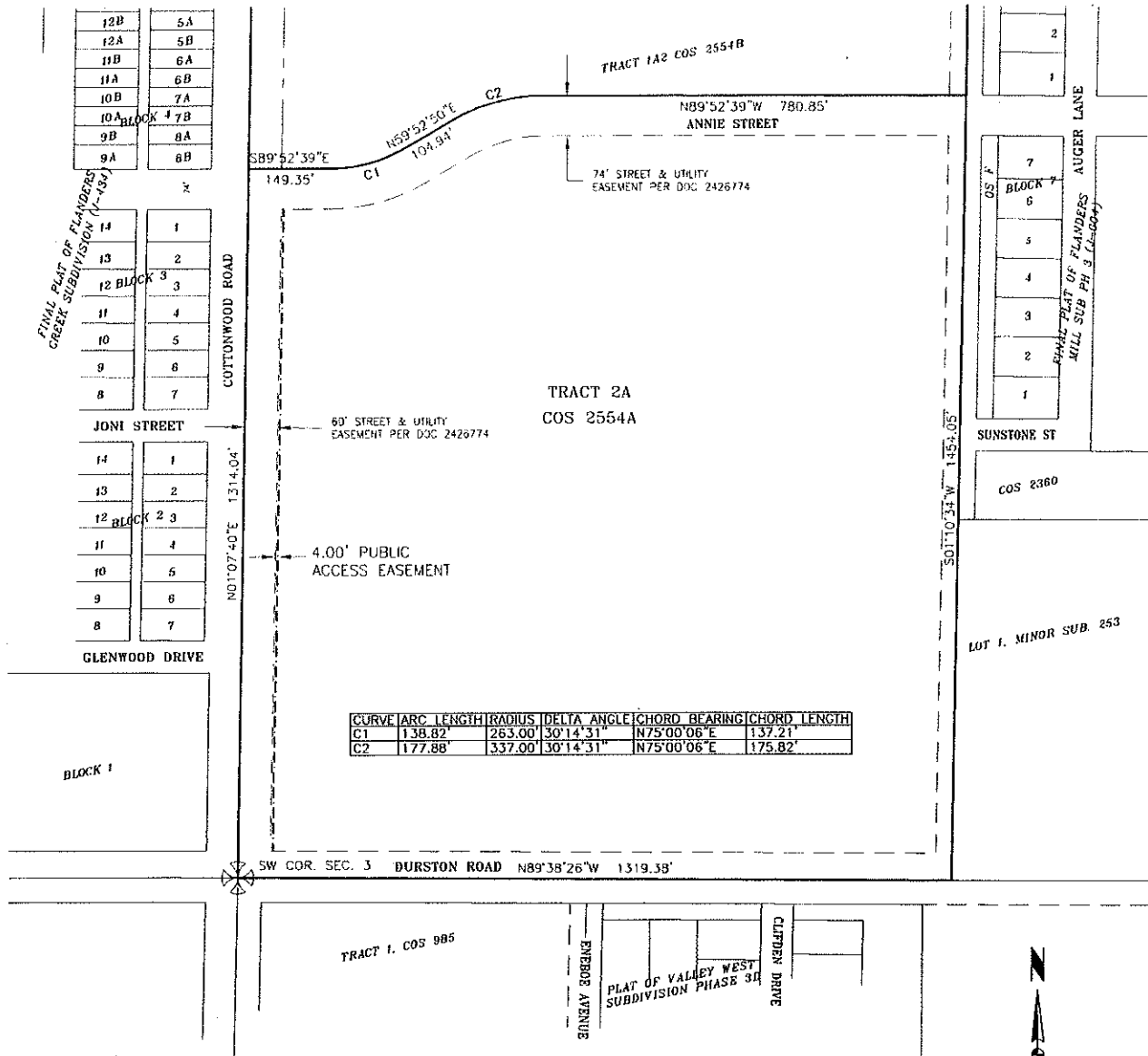
Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

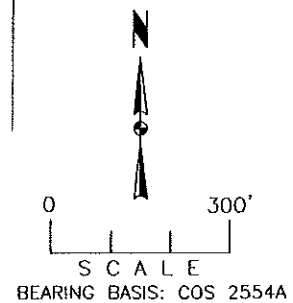
EXHIBIT A
PUBLIC ACCESS EASEMENT
ACROSS A PORTION OF TRACT 2A OF CERTIFICATE OF SURVEY NO. 2554A
LOCATED IN THE SW 1/4 SEC. 3, T2S, R5E, P.M.M.
CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA



SURVEYOR'S CERTIFICATION

I, certify that the information shown is based on record dimensions and is true and correct to the best of my knowledge.

Steven C. Anderson
 Steven C. Anderson, PLS
 Montana License No. 12251 LS



THOMAS, DEAN & HOSKINS, INC. ENGINEERING CONSULTANTS	
DRAWN BY:	CB
QUALITY CHECK:	
DATE: 2/8/18	FB:
JOB NO.	B16-100
CAD NO.	16100X1.dwg

TAB: COS 2554A_ACCESS

Return To:

UTILITY EASEMENT

BOZEMAN SCHOOL DISTRICT # 7, GRANTOR(S), grants to each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, internet, cable television or other similar utility or service, the right to joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities in, over, under and across a portion of a parcel of real property situated in Gallatin County, Montana, which is located on the following described property: A tract of land, said tract being Tract 2A of Certificate of Survey No. 2554A, said tract being located in the SW1/4 of Sec. 3, T2S, R5E, P.M.M., Gallatin County, Montana.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part of

DATED this 5 day of April, 2018.

LANDOWNER: BOZEMAN SCHOOL DISTRICT # 7

By:

Signature

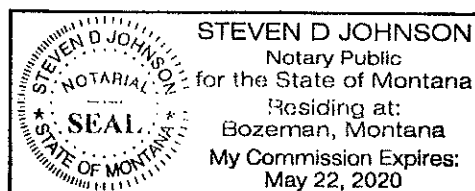
Printed name and title

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 5 day of APRIL, 2018, before me the undersigned, a Notary Public for the State of Montana, personally appeared, ROBERT WATSON, known to me to be the SUPERINTENDENT of BOZEMAN SCHOOL DISTRICT # 7 and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of BOZEMAN SCHOOL DISTRICT # 7.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



Notary Public for the State of Montana

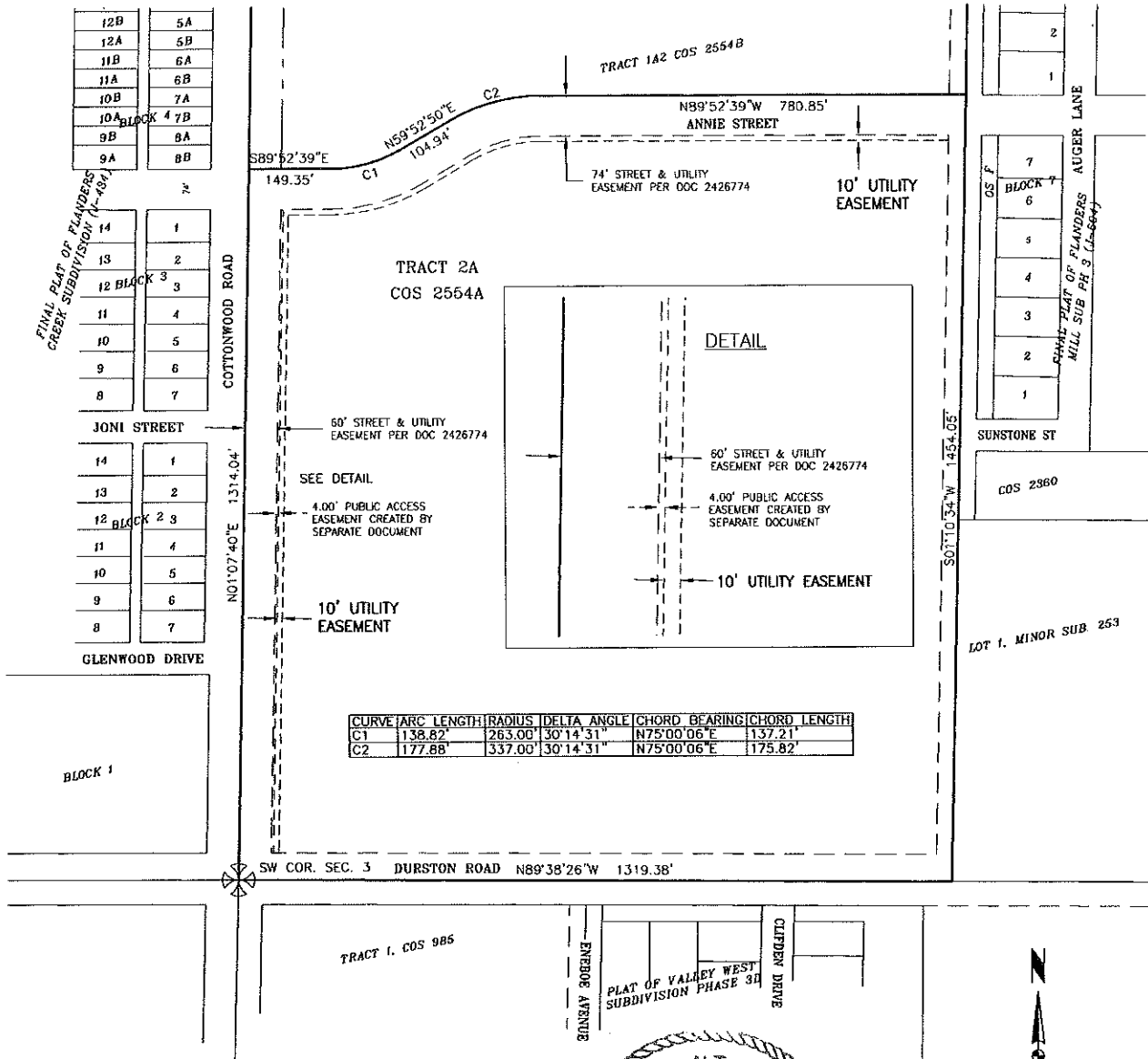
STERN D. Johnson

(Printed Name)

Residing in

My Commission Expires / /20

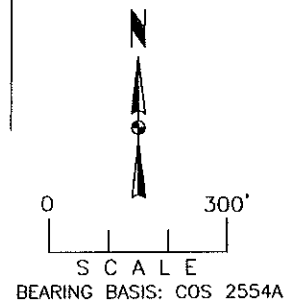
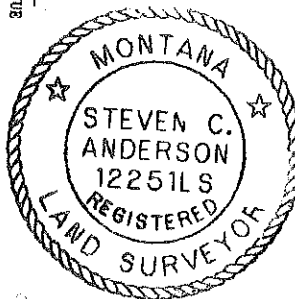
EXHIBIT A
UTILITY EASEMENT
ACROSS A PORTION OF TRACT 2A OF CERTIFICATE OF SURVEY NO. 2554A
LOCATED IN THE SW 1/4 SEC. 3, T2S, R5E, P.M.M.
CITY OF BOZEMAN, GALLATIN COUNTY, MONTANA



SURVEYOR'S CERTIFICATION

I, certify that the information shown is based on record dimensions and is true and correct to the best of my knowledge.

Steven C. Anderson 3/27/2018
 Steven C. Anderson, PLS Date
 Montana License No. 12251 LS



THOMAS, DEAN & HOSKINS, INC. ENGINEERING CONSULTANTS	
DRAWN BY:	CB
QUALITY CHECK:	
DATE:	3/27/18
FB:	
JOB NO.	B16-100
CAD NO.	16100X3.dwg



TAB: COS 2554A_UTILITY

**AGREEMENT FOR
NEW BOZEMAN HIGH SCHOOL
WATER ADEQUACY REQUIREMENTS**

This AGREEMENT is made and entered into this _____ day of _____, 2018, by and between Bozeman High School District 7, a political subdivision of the State of Montana, with principal offices located at 404 W. Main St., Bozeman, MT 59715, hereinafter called “BSD”, and the City of Bozeman, a municipal corporation and political subdivision of the State of Montana, with principal offices at 121 N. Rouse Ave., PO Box 1230, Bozeman, MT 59771-1230, hereinafter called the “City”, for the purpose of addressing the City’s water adequacy requirements for new development.

WHEREAS, it is the intent and purpose of BSD and the City to hereby enter into an Agreement for BSD to satisfy the water adequacy requirements of development of the property hereinafter described;

WHEREAS, the City’s water adequacy requirements are codified at Section 38.23.180 Bozeman Municipal Code;

WHEREAS, the City and BSD have entered into an Interlocal Agreement (Interlocal Agreement School District 7 – City of Bozeman, dated November 12, 2012), attached to this Agreement as Exhibit A and made a part hereof;

WHEREAS, part I.1.d of the Interlocal Agreement generally states that BSD will make every effort possible to achieve full compliance with City development code for major school development projects;

WHEREAS, the New Bozeman High School is a major school development as defined by the Interlocal Agreement;

WHEREAS, the New Bozeman High School project has been submitted to the City for review as a site plan application and has been assigned by the City the application number 18085;

WHEREAS, the Basis of Design Report, dated February 9, 2018, prepared by TD&H Engineering, attached to this Agreement as Exhibit B, was provided as part of application number 18085, provides at Table 2.2 the estimated water demands for annual water usage at full school enrollment for various water service demand categories;

WHEREAS, the City has reviewed the calculations and methods utilized to determine the estimated annual water usage quantities tabulated in Table 2.2 Exhibit B and confirms that the quantities are appropriate, accurate, and acceptable for purposes of addressing the City’s water adequacy requirements;

WHEREAS, prior to final approval of a site plan City Code requires payment of cash-in-lieu of water rights, ownership transfer of adequate water rights, and/or the proposed installation of a non-potable water system for irrigation;

WHEREAS, Commission Resolution No. 4095, attached to this Agreement as Exhibit C, sets forth a Cash in lieu of water right fee of \$6,000/acre-foot of water;

WHEREAS, BSD intends to make a payment of cash-in-lieu of water rights as hereinafter tabulated for the annual water demands for the High School and Comfort Station categories in Table 2.2 Exhibit B;

WHEREAS, BSD intends to obtain water rights adequate to satisfy annual water demands for the Irrigation category in Table 2.2 Exhibit B to supply a non-potable water system for irrigation;

WHEREAS, BSD acknowledges and understands that there is no guarantee it will be successful in obtaining adequate water rights to supply a non-potable water system for irrigation to satisfy the annual water demands for the Irrigation category in Table 2.2 Exhibit B;

WHEREAS, BSD acknowledges and understands that in the event it is not successful in obtaining adequate water rights within the timeframe hereinafter agreed to that it will provide a payment of cash in lieu of water rights at the dollar amount hereinafter tabulated;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. Property Description

This Agreement pertains to, and includes, the property designated and identified on Site Plan Application 18085, addressed as 4450 Annie Street, with the legal description for the "North Campus" of Tract 1A2 COS No. 2554B, and the legal description for the "South Campus" of Tract 2A COS No. 1554A, both campuses being located in City of Bozeman, Gallatin County, Montana.

2. Water Adequacy Requirement

BSD has been informed of, and agrees to comply with, the water adequacy requirements of Bozeman Municipal Code codified at Section 38.23.180. BSD agrees to provide payment to the City of cash in lieu of water rights pursuant to Table 1.

Table 1: Cash-in-lieu Water Rights

Category	Estimated Annual Water Demand		Cash-in-lieu water rights @ \$6,000/acre-foot	Time Required for Payment
	Gallons*	Acre-Feet		
High School	1,273,838	3.9	\$23,456	Prior to Site Plan Approval
Comfort Station	33,600	0.1	\$619	Prior to Site Plan Approval
Irrigation	22,432,300	68.8	\$413,053	See Part 3, this Agreement

*from Table 2.2 Exhibit B

3. Time to Obtain Irrigation Water Rights

BSD shall have thirty-six (36) months from the date of this Agreement to provide proof to the City that it has obtained ownership of water rights adequate to satisfy the annual irrigation water demand in Table 1. Proof of ownership shall be in a form acceptable to the City, and shall generally include a recorded deed and/or appropriate Department of Natural Resources and Conservation (DNRC) form that evidences transfer of water right ownership title to BSD. Adequate water rights for purposes of this Agreement are defined as any combination of water rights, or water shares, with a sufficient priority date, period of use, volume, and flowrate that are both legally and physically available at the property described in Part 1 of this Agreement for the entirety of the May 1 through October 31 irrigation season. Determination of water right adequacy as prescribed in the aforementioned shall be at the discretion of the City, which may choose to seek the opinion and advice of consultants, the Department of Natural Resources and Conservation, Water Commissioners, or other individuals with subject matter expertise to aid in its determination of water right adequacy. Should the water rights be determined to not be adequate for the entirety of the May 1 through October 31 irrigation season, cash in lieu of water rights for the portion of the irrigation season for which the water rights are not adequate shall be provided.

Failure to provide proof of an adequate water right ownership within thirty-six (36) months from the date of this Agreement shall be conclusive basis to cause the payment of cash-in-lieu water rights for the amount contained in Table 1 above for Irrigation. If irrigation water rights are obtained prior to thirty-six (36) months from the date of this Agreement and said rights are determined to not be adequate for the entire May 1 through October 31 irrigation season, cash in lieu of water rights for the portion of the irrigation season for which the water rights are inadequate shall be provided. In any case, the City shall provide BSD written notice that the requirement to pay Irrigation cash-in-lieu water rights has been precipitated. BSD will then have 90 days after

the written notice has been received to provide payment to the City of the Irrigation cash-in-lieu of water rights.

4. Monthly Water Utility Rates

BSD understands and acknowledges that it shall be responsible for paying monthly water utility rates for any and all irrigation water the City supplies BSD from its municipal water system between the time the irrigation connection to the municipal system is made to the time proof of ownership of adequate irrigation water rights is provided, cash in lieu of water rights is paid, and the irrigation system at the New Bozeman High School project is converted from the municipal supply source to the irrigation water right supply source. Water rates paid are non-refundable.

5. Water Impact Fees

This Agreement does not affect or implicate water impact fees. All provisions of Section 2.06.1660 Bozeman Municipal Code are applicable to the New Bozeman High School project. BSD understands and acknowledges that water impact fees are separate and distinct from cash-in-lieu of water rights and must be paid for any connections made and their concomitant impacts to the municipal water system.

6. Default

Time is of the essence of this Agreement. If the BSD shall default in or fail to fully perform any of its obligations in conformance with this agreement and the timeframes contained herein, and such default or failure shall continue for a period of thirty (30) days after written notice specifying the default is deposited in the United States mail addressed to BSD at 404 W. Main St., Bozeman, MT 59715, or any other address as BSD shall provide to the City from time to time, without being completely remedied, satisfied, and discharged, the City may elect to enforce any remedy provided by law.

7. Extension

This agreement may be extended by written agreement of both parties for good and sufficient cause.

8. Modification or Alterations

No modifications or amendment of this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

9. No Assignment

It is expressly agreed that BSD shall not assign this Agreement in whole, or in part, without prior written consent of the City.

10. Invalid Provision

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11. Filing

This Agreement shall be recorded in the Office of the Gallatin County Clerk and Recorder.

**BOARD OF TRUSTEES
BOZEMAN SCHOOL DISTRICT 7**

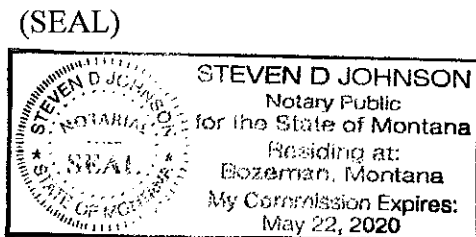
By: [Signature]
Superintendent

ATTEST: [Signature]
District Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

On this 5 day of APRIL, 2018, before me, a Notary Public for the State of Montana, personally appeared ROBERT WATSON, and MIKE WATERMAN, known to me to be the Board Chair and District Clerk, respectively, of Bozeman School District 7 and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of Bozeman School District 7.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



[Signature]
Notary Public for the State of Montana

CITY OF BOZEMAN

By: _____
City Manager

ATTEST:

City Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

On this _____ day of _____, 2018, before me, a Notary Public for the State of Montana, personally appeared ANDREA SURRATT and ROBIN CROUGH, known to me to be the City Manager and City Clerk, respectively, of the City of Bozeman and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

**Interlocal Agreement for Infrastructure Improvements
for Bozeman Second High School**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, between Bozeman School District 7 (the “District”) whose address is P.O. Box 520, Bozeman, MT 59771-0520 and the City of Bozeman (City), a self-governing municipal corporation, whose address is P.O. Box 1230, Bozeman, MT 59771.

RECITALS

Whereas, the District owns property legally described as Tract 1A2, Certificate of Survey 2554B, Gallatin County upon which it intends to construct a high school; and

Whereas, the City and the District desire to enter into this agreement for the purpose of financing the construction of certain off-site infrastructure including infrastructure improvements necessary for the development of what is referred to as the “High School Project including public infrastructure related to Cottonwood Road, Oak Street, and a roundabout at Oak Street and Cottonwood Road; and

Whereas, on January 8, 2018, the District and the City entered into a memorandum of understanding wherein the parties memorialized their desire to cooperate in the costs of designing and constructing certain public infrastructure related to the new high school and wherein the parties understood such cooperation would require the District to pay the costs and construction of certain infrastructure with the City reimbursing the District a percentage of the District’s costs; and

WHEREAS, the District and the City have the authority to enter into this agreement pursuant to Sections 7-11-101 through 7-11-108, MCA.

NOW, THEREFORE, the District and the City agree as follows:

1. **PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Interlocal Agreement is to establish the rights and duties of the City and the District regarding improvements to public infrastructure adjacent to the location of the second Bozeman high school which is located on or adjacent to property owned by the District and which improvements are listed on Exhibit A (the “Improvements”), whereby the District will pay the costs thereof at the time the Improvements are

constructed, and the City will reimburse the District for the City's share of the cost of the Improvements as described in this Agreement.

2. **COMPLIANCE WITH PUBLIC PROCUREMENT STATUTES/STANDARDS/DISCRIMINATION.** The District must comply with all Montana statutory requirements for the procurement of design and construction services including but not limited to requirements of Title 7, chapter 5, part 43, MCA and Title 18, MCA including but not limited to selection of engineers, city standards for design and construction, competitive bidding, and contract requirements for payment and performance bonds, prevailing wages and non-discrimination provision as required by Bozeman City Commission Resolution 4250, attached as Exhibit B.
3. **DURATION.** This Agreement will terminate upon final repayment to the District of the City's share of the cost of the Improvements, unless earlier terminated by mutual agreement of the Parties in writing.
4. **COST OF IMPROVEMENTS.** The total estimated cost of the Improvements, including costs of design, construction, construction administration, oversight and inspection, material testing, as-built preparation and project close-out is estimated to be \$4,533,212.00 ("Cost of Improvements"). The District agrees the City will contribute to the District \$2,935,430.00, which is agreed by the parties to be an estimate of total costs, and the District is responsible for \$1,597,782.00, which the parties agree is the bid price plus 10% contingency. Each party's share is shown by project component on Exhibit C. If actual costs exceed these estimates, the parties agree to increase the share in proportion to the costs associated with each segment. For example, the District is responsible for payment of 96% of the costs of the Improvements to Cottonwood Road with the City responsible for 4% of such costs. Should the costs of Improvements to Cottonwood increase by 10% overall, the District will pay 96% of such increase with the City paying 4% of such increase.
5. **PAYMENT.** The District agrees to cause the Improvements to be completed and to pay the District's and City's share as shown on Exhibit B directly to a contractor selected by the District pursuant to a public procurement process. The City agrees that it will pay its share of actual costs directly to the District within thirty (30) days of receipt of an itemized invoice and certification by the District's licensed professional engineer that the Improvements have been constructed in accordance with the approved plans and specifications showing all costs for which the City is responsible listed by project. It is further agreed that the first payment by the City

will be made no sooner than July 1, 2019 and the above 30 day requirement will not be in effect until July 1, 2019. No interest will accrue to the City. Prior to the City paying the final amount, the work must be accepted by the City (including the District's engineer and contractor submitting and the City accepting a signed certificate of completion and acceptance to the City). After completion of the Improvements, the City may request a review of all costs and the District agrees to provide any documentation and information requested by the City in fulfillment of the City's review.

6. **CITY APPROVAL OF DESIGN AND CONSTRUCTION DOCUMENTS/COSTS**. Prior to commencing construction and prior to the City making any payments to the District for the City's share of the Improvements, the City must approve the design and construction documents. In addition, the District must provide the City complete record drawings showing all installed infrastructure.

7. **CONSTRUCTION SCHEDULE AND COORDINATION**.

- a. Prior to commencement of construction, the District must require its contractor to schedule pre-construction meetings with City Engineering Division to coordinate all construction activities.
- b. The District must require its contractor to comply with all reasonable directives of the City regarding timing and coordination of construction activities.
- c. Construction may not unreasonably be delayed.
- d. Prior to or at the preconstruction conference, the District must cause its contractor to provide the City's Representative the following schedules:
 - i. A practicable construction progress schedule showing the order, timing, and progress in which the contractor proposes to prosecute the work. This schedule shall be in Bar Graph, CPM or PERT format. The schedule shall be updated and re-submitted as required by the City's Representative to reflect payment schedule showing the anticipated amount of each of the City's monthly payment that will become due the contractor in accordance with the construction progress schedule; and

- ii. A traffic control plan detailing the methods and means of controlling traffic for the specific conditions involved with each construction schedule.
 - e. The District shall cause its contractor to limit working hours to 7:00 a.m. to 7:00 p.m., Monday through Friday. No work shall be done outside of these hours unless specifically approved by the City's Representative.
 - f. Construction must be completed and accepted by the City no later than July 30, 2020. The District must require, in its contracts with its contractors and engineers, that construction be completed by the above date. The parties' representatives may agree in writing to allow the improvements to be completed and accepted by the City after July 30, 2020.
8. **DEDICATION OF IMPROVEMENTS/WARRANTY.** The District agrees it will upon acceptance by the City of improvements completed under this Agreement dedicate said improvements to the City pursuant to City requirements including 38.39.050, Bozeman Municipal Code. The District must require its contractor to provide the City a warranty on all improvements as required by 38.39.100, BMC, and section C.9 of the City of Bozeman Plans and Specifications Review Policy.
9. **CHANGE ORDERS.** Should the parties at any time during construction of the Improvements desire a change to any portion of the Improvements or should the City require such change the District agrees the City's Representative, in consultation with the District's Representative, will determine whether such change is appropriate. All costs and expenses of the work conducted pursuant to any such change order will be borne by the parties on a proportional basis as provided for in Section 4 of this Agreement or as may otherwise be agreed to in writing by the parties.
10. **SUBCONTRACTORS.** By appropriate written agreement, the District must require its contractor to require each Subcontractor, to the extent of the work to be performed by a subcontractor, to be bound by terms of this Agreement.
11. **PERFORMANCE AND PAYMENT BONDS.** The District must require its contractor to provide performance and payment bonds to it for completion of the Improvements meeting all statutory requirements of the State of Montana, in form and substance and, without limitation, complying with the following specific requirements:

- a. Require the contractor to faithfully perform all of the provisions of the contract between The District and the contractor.
- b. Require the contractor to pay all laborers, mechanics, subcontractors, and material suppliers.
- c. Require the contractor to pay all persons who supply the contractor with provisions, provender, material, or supplies for performing the work.
- d. Except as otherwise required by Montana law, the form and substance of such bond(s) must be satisfactory to the District and the City.
- e. Bond(s) shall be executed by a responsible surety licensed in Montana and listed in the latest U.S. Dept. of Treasury Circular #570, with a Best's rating of no less than A/XII. Said bonds shall remain in effect through the warranty period for all Improvements, and until all of the contractor's obligations to the District are fulfilled.
- f. The Performance Bond and the Labor and Material Payment Bond shall be in an amount equal to or exceeding one hundred percent (100%) of the contract amount entered into between the District and its contractor.
- g. The District shall require the attorney-in-fact who executes the required bond(s) on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney indicating the monetary limit of such power.
- h. Every Bond under this section must display the Surety's Bond Number. A rider including the following provision shall be attached to each Bond: Surety agrees that it is obligated under the bond(s) to any successor, grantee or assignee of the District and the City.
- i. The City and the District must be named as obligees on the bonds.
- j. The District must require its contractor to deliver the required bonds to it and the City prior to the commencement of any work on the Improvements.

12. INDEMNIFICATION/INSURANCE.

- a. The District agrees to require in any contract it enters into in fulfillment of its obligations under this Agreement that it will, to the fullest extent permitted by law, require its contractors to agree in such contracts that the contractor does release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the contractor; (ii) any negligent, reckless, or intentional misconduct of any of the contractor's agents including its subcontractors.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s). The indemnity under this Section the District must require of its contractor shall be without regard to and without any right to contribution from any insurance maintained by City.

Should any indemnitee described herein be required to bring an action against the District's contractors or engineers to assert its right to defense or indemnification under this Agreement or under the District's contractor's or engineer's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the District's contractor(s) or engineer(s) was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

In the event of an action filed against City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

The District must also require its contractors and subcontractors and engineers to waive any and all claims and recourse against the City or its officers, agents or

employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the Improvements except “responsibility for his own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent” as per 28-2-702, MCA.

Notwithstanding any terms, provisions or conditions contained in this Section or in this Agreement specifying, or that may be interpreted, to the contrary, The District has no obligation or duty to indemnify the City in relation to this Agreement, and, thus, is providing no indemnity to the City. Furthermore, the City expressly acknowledges the District will not indemnify the City and the District has no obligation or duty to indemnify the City in relation to this Agreement.

The obligations contained in this subsection 14(a) shall survive termination of this Agreement.

- b. In addition to and independent from the above, the District shall require its contractor(s) and engineer(s) at the contractor(s)’s and engineer(s)’s expense, to secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the District’s contractor(s) or engineer(s) in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the contractor(s) or engineer(s) retained by The District to perform its obligations under this Agreement and as such liabilities and obligations are included in subsection (a) of this Section.

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and the District must cause to be furnished to the City an accompanying certificate of insurance and accompanying endorsements demonstrating such insurance is in place in amounts not less than as follows:

- Workers’ Compensation – statutory;
- Employers’ Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Commercial General Liability - \$1,000,000 per occurrence; \$3,000,000 annual aggregate;
- Products Completed Operations - \$3,000,000;

- Automobile Liability - \$1,000,000 property damage/bodily injury per accident; and
- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate.

In addition to the above, The District must cause its contractor to purchase and maintain insurance in the amount of the full replacement cost of the Improvements. This insurance must:

- Include the interests of the City, the District, and the District's contractor, engineers, and subcontractors each of whom is deemed to have an insurable interest and must be listed as an insured or additional insured;
- Be written on a Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to Improvements, temporary buildings, false work and materials and equipment in transit and must insure against at least the following perils or cause of loss: fire, lighting, extended coverage, theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasional by enforcement of applicable laws and regulations, and water damage (other than caused by floods);
- Include expenses incurred in the repair or replacement of any insured property (including but not limited to the fees and charges of engineers);
- Cover materials and equipment in transit for incorporation in the Improvements stored at the site or at another location prior to being incorporated into Improvements, provided that such materials and equipment have been included in an application for payment by the District's contractor and recommended for payment by the District's engineers;
- Be endorsed to allow occupancy and partial utilization of the Improvements by the District and the City;
- Include testing and start-up; and
- Be maintained in effect until final payment is made by the City to the District unless otherwise agreed to in writing by the City with forty-five (45) days written notice to each additional insured.

- c. The above amounts shall be exclusive of defense costs. The City of Bozeman, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the applicable policies. The insurance and required endorsements must be in a form suitable to City and shall

include no less than a forty-five (45) day notice of cancellation or non-renewal. The City must approve all insurance coverage and endorsements prior to the District commencing work. In addition to the notice of cancellation to the City that must be included in the insurance policies, the District and its contractor(s) and engineer(s) must notify City within two (2) business days of any of their receipt of information that any required insurance coverage will be terminated or of contractor(s) or engineer(s) decision to terminate any required insurance coverage for any reason.

- d. The City must receive copies of all insurance coverages and endorsements prior to the District commencing construction of the Improvements.

13. **INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS.** The parties agree the District and its contractors and subcontractors, including its engineers, and their employees and agents are independent contractors for purposes of this Agreement and are not to be considered employees of the City for any purpose. As such, neither the District nor any of its contractors and subcontractors are to be considered subject to the terms and provisions of the City's personnel policies and may not be considered a City employee for workers' compensation or any other purpose. The District and its contractors and subcontractors are not authorized to represent the City or otherwise bind the City in any dealings between them and any other party.

The District must require its contractor to comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA, and must ensure its contractor maintains workers' compensation coverage for all members and employees of contractor's business, except for those members who are exempted by law.

The District must require its contractor furnish it with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors. The District must provide such evidence to the City upon the City's request.

The District must require its contractor to give preference to the employment of bona fide Montana residents which means an individual who, at the time of

employment and immediately prior to the time of employment, has lived in Montana in a manner and for a time that is sufficient to clearly justify the conclusion that the individual's past habitation in this state has been coupled with an intention to make this state the individual's home. The District must instruct its contractor that individuals who come to Montana solely in pursuit of a contract or an agreement to perform labor may not be considered to be bona fide Montana residents.

The District must require its contractor to pay wages, fringe benefits, and expenses including travel allowances as set forth in the Montana Prevailing Wage Rate for either Highway Construction (2017) or Heavy Construction (2017), as may be applicable to the work performed, and as such wages are applicable to Gallatin County, Montana. The parties agree the adopted wage schedules are incorporated herein. In addition, The District must require its contractor to pay all hourly wage employees on a weekly basis and to maintain payroll records during construction and for a period of three (3) years following acceptance of all improvements by the City. Finally, The District must require that its contractor ensure that any person, firm or entity constructing any portion of the City Project under this Agreement for which the District's contractor or any of its subcontractors is responsible, is paid the applicable standard prevailing rate of wages.

In the event that, during construction of the Improvements, any labor problems or disputes of any type arise or materialize which in turn cause any services to cease for any period of time, the District must require its contractor to agree to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes and that the steps contractor shall take are to be left to the discretion of contractor; provided, however, that the District must require the contractor to bear all costs of any related legal action.

The District must require its contractor to indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes and for any claims regarding underpaid wages.

14. **PERMITS.** The District must require its contractor to provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, including a City of Bozeman business license, and inspections

from applicable governmental authorities, and pay all fees and charges in connection therewith.

15. **LAWS AND REGULATIONS.** The District must require its contractor to comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.
16. **NONDISCRIMINATION.** The District agrees and must require its contractor to agree that all hiring of persons performing any work on the Improvements must be on the basis of merit and qualifications. The District agrees and must require its contractor to agree to have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The District agrees and must require its contractor to agree they will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The District agrees and must require its contractor to agree that while performing work on the Improvements the contractor will be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder. The District agrees and must require its contractor to agree to require these nondiscrimination terms of its sub-contractors working on the Improvements.
17. **INTOXICANTS; DOT DRUG AND ALCOHOL REGULATIONS/SAFETY AND TRAINING.** The District must require its contractor to not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in construction of the Improvements. In addition, The District must require its contractor to acknowledge it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse

prevention plans and related testing. The District agrees the City shall have the right to request proof of such compliance and that The District must have the authority to require its contractor to furnish such proof.

The District must require its contractor to be responsible for instructing and training the contractor's employees and agents in proper and specified work methods and procedures, to provide continuous inspection and supervision of the work performed, and for instructing its employees and agents in safe work practices.

18. **TAXES.** The District must and agrees to require its contractor to pay all taxes of any kind or nature and make all appropriate employee withholdings.

19. **REPRESENTATIVES.**

a. **City's Representative:** The City's Representative for the purpose of this Agreement shall be Chuck Winn, Assistant Bozeman City Manager or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, the District may direct its communication or submission to other designated City personnel or agents as authorized by the City's Director of Public Works and may receive approvals or authorization from such persons.

b. **District's Representative:** The District's Representative for the purpose of this Agreement shall be Steve Johnson, District's Deputy Superintendent of Operations or such other individual as the District shall designate in writing. Whenever direction to or communication with the District is required by this Agreement, such direction or communication shall be directed to the District's Representative; provided, however, that in exigent circumstances when the District's Representative is not available, City may direct its direction or communication to other designated District personnel or agents.

20. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION.** The District agrees to develop and/or provide documentation as requested by the City demonstrating its compliance with the requirements of this Agreement. The

District agrees and must require its contractor to allow the City, its auditors, and other persons authorized by the City to inspect and copy its books and records for the purpose of verifying that the reimbursement of monies distributed pursuant to this Agreement was used in compliance with this Agreement. The District or its contractors may not issue any statements, releases or information for public dissemination without prior approval of the City.

21. **SEPARATE LEGAL ENTITY/ADMINISTRATION.** There shall be no separate legal entity created as a consequence of this Agreement. Administration of this Agreement shall be the responsibility of the Chair of the District Board of Trustees and/or designee and the Bozeman City Manager and/or designee.

22. **DEFAULT/DISPUTE RESOLUTION.**

a. Failure of or unreasonable delay by either party to perform any term or provision of this agreement shall constitute a default hereunder. In the event of alleged default or breach of any term or condition of this agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' written notice specifying the nature of the alleged default and the manner in which it may be satisfactorily cured. The party charged shall not be considered in default for purposes of termination or instigation of legal proceedings during any such 30-day period.

b. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

23. **NON-WAIVER.** Waiver by either party of strict performance or any provision of this Agreement shall not be a waiver of or prejudice the party's rights to require strict performance of the same provision in the future or of any other provisions.

24. **SURVIVAL.** Sections 12(a) and 13 including, but not limited to, the District's obligation to require its contractor to indemnify the City as required above and the

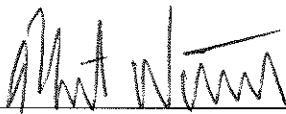
indemnification provided shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

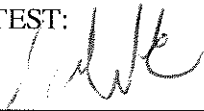
25. **TIME OF ESSENCE.** It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.
26. **HEADINGS.** The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
27. **NOTICES.** All notices required under this Agreement shall be deemed properly served if delivered in writing, delivered in person, or sent by certified or registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Superintendent, Bozeman School District #7, 404 West Main St., Bozeman, Montana 59715, and to the City Manager, City of Bozeman, PO Box 1230, Bozeman, Montana 59771-1230. The date of mailing shall be deemed the date of such notice and service thereof.
28. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. No alterations, modifications, or additions to this Agreement shall be binding unless reduced to writing and signed by the parties to be charged herewith. No covenant, term or addition to this Agreement shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the parties.
29. **MODIFICATION AND ASSIGNABILITY.** This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The District may not assign its rights, including the right to compensation or delegate its duties arising hereunder, without the prior written consent of City.
30. **SEVERABILITY.** The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.
31. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

32. **NO THIRD-PARTY BENEFICIARY.** Except as provided herein, this Agreement is for the exclusive benefit of the Parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
33. **COUNTERPARTS.** This Agreement may be executed in counterparts, which together constitute one instrument.
34. **EFFECTIVE DATE.** This Agreement shall be effective after approval by the respective governing bodies. It is the intent that said Agreement shall be effective on the date stated in the first paragraph of this Agreement.
35. **RECORDATION.** This Agreement shall be filed with the Gallatin County Clerk and Recorder and Montana Secretary of State as required by Section 7-11-107, MCA.

END OF AGREEMENT EXCEPT FOR SIGNATURES

**BOARD OF TRUSTEES
BOZEMAN SCHOOL DISTRICT 7**

By: 
Robert J Watson, Superintendent

ATTEST: 
Michael Waterman, District Clerk

CITY OF BOZEMAN

By: _____
Cynde Andrus, Mayor

ATTEST:

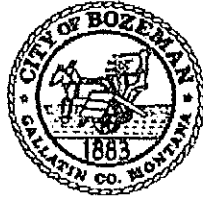
Robin Crough, City Clerk

APPROVED AS TO FORM:

Greg Sullivan, City Attorney



EXHIBIT B



COMMISSION RESOLUTION NO. 4250

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN,
MONTANA, ADOPTING A POLICY PROHIBITING DISCRIMINATION IN THE
ENTERING INTO AND IMPLEMENTATION OF CONTRACTS AND AGREEMENTS
OF ALL KINDS INCLUDING BIDDING AND CERTAIN PURCHASES.**

WHEREAS, The City of Bozeman is a self-governing municipal corporation organized under the laws of the State of Montana and governed by a Charter, which was effective January 1, 2008; and

WHEREAS, In November, 2009, the City of Bozeman passed and adopted Commission Resolution Number 4217 declaring "All are welcome here," and committing to: 1) support the diversity of the community; 2) promote inclusiveness in our public endeavors and private actions; and 3) work to end silence and stop the spread of hate, and in so doing build just and caring communities, congregations, workplaces, schools and homes; and

WHEREAS, on February 8, 2010, the Commission adopted Resolution 4243 establishing policies for discrimination in employment and benefits on the basis of sexual orientation and/or gender identity, among other protected categories; and

WHEREAS, on February 8, 2010 the Commission discussed options for applying similar policies to those contained in Resolution 4243 to a variety of agreements and purchases the city undertakes and directed the city staff to prepare a final proposal for ensuring the city and its contracting partners do not discriminate on the basis of a variety of categories related to individuals; and

WHEREAS, the Commission finds that creation of these policies will serve the public interest by ensuring the City of Bozeman does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or actual or perceived sexual orientation, gender identity or disability; and

WHEREAS, the Commission recognizes circumstances may arise in the implementation of this policy that will warrant special exceptions; as such, the Commission reserves for itself the determination of when an exception to the policy described below may be made; and

WHEREAS, the Commission requests the City Manager implement this policy through administrative policies or through a formal administrative order so that this policy will be distributed to all City personnel and implemented expeditiously upon adoption.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bozeman, Montana, that the following policy related to discrimination in City contracts and other agreements is hereby adopted:

Section 1: Policy for Discrimination in City Agreements

All written agreements including but not limited to collective bargaining agreements, contracts, and leases, entered into by the City, including agreements for professional services and sole source services, shall include a provision prohibiting discrimination in the fulfillment of the agreement on the basis of race, color, religion, creed, sex, age, marital status, national origin, or actual or perceived sexual orientation, gender identity or disability. The provision shall clearly indicate that the contracting entity or individual will ensure this obligation pertains to the hiring and treatment of the contractor's employees and to all subcontracts.

The above requirement shall apply to all purchases of goods and equipment only where the City enters into a signed written agreement, other than a purchase order or receipt, for the purchase.

All requests for proposals (RFP), requests for qualifications (RFQ) and all other notices soliciting bids for construction, services, or any other contracted service, shall include a provision requiring every submitting entity to affirm it will not discriminate as described herein and recognize the eventual contract will prohibit discrimination as described herein. If an entity submitting a bid on a project does not affirm in its submittal that it will comply with this requirement, the City shall consider the submitter non-responsive.

Agreements for the expenditure of public funds which include a legal anti-discrimination requirement other than that required by the City, such as a federal or state requirement, must include the discrimination provision required by the federal or state law, as appropriate. If the federal or state requirement does not include a discrimination category listed herein such as sexual orientation or gender identity the agreement must be amended or an addendum executed to include the missing category.

The above requirement does not apply to the City's issuance of general licenses such as business or pet licenses nor shall it apply to general or special permits or entitlements issued by the City. In addition, these requirements do not apply when the City enters into

agreements to provide services such as garbage or recycling services, to another entity or individual.

Section 2: Exceptions to be Made by Commission

Exceptions to this policy may be made by the City Commission on a case-by-case basis.

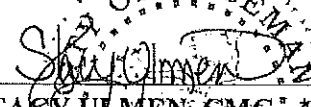
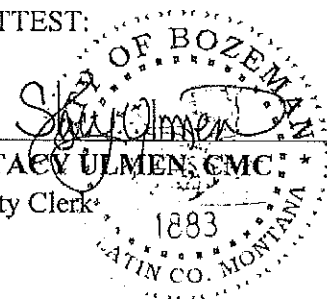
Section 3: Implementation by City Manager

The City Manager shall implement this policy through administrative policies or through administrative order.

Dated this 29th day of March, 2010.


JEFFREY R. KRAUSS
Mayor

ATTEST:


STACY ULMEN, CMC
City Clerk


APPROVED AS TO FORM:




GREG SULLIVAN
City Attorney

EXHIBIT C

Description	Cottonwood Road	Oak Street	Cottonwood/Oak Roundabout
Design Services	\$57,500	\$39,500	\$93,500
Construction Admin. & Inspection	\$87,500	\$78,500	\$144,500
Permit Fees	\$7,874	\$6,857	\$13,169
Construction	\$1,013,793	\$882,806	\$1,695,603
Subtotal	\$1,166,667	\$1,007,663	\$1,946,772
Total + 10% Contingency	\$1,283,334	\$1,108,429	\$2,141,450
BSD7 Contribution Percentage	96%	33%	0%
COB Contribution Percentage	4%	67%	100%
BSD7 Financial Contribution	\$1,232,000	\$365,782	\$0
COB Financial Contribution	\$51,333	\$742,647	\$2,141,450

Project	Entity	Share	Cost
Cottonwood Road	School District	96%	\$1,232,000
	City	4%	\$51,333
Oak Street	School District	33%	\$365,782
	City - Sports Park	33%	\$365,782
	City - Impact Fees	34%	\$376,866
Roundabout at Oak & Cottonwood	School District	0%	\$0
	City - Impact Fees	80%	\$1,713,160
	City - Arterial & Collector District	20%	\$428,290
Total Cost			\$4,533,212

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: CORRECTION TO DISPOSAL OF PORTION OF PATTERSON ROAD PROPERTY AND 1218 DURSTON HOUSE

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED BY: Steve Johnson, Deputy Superintendent Operations

OTHERS INVOLVED: Todd Swinehart, Director of Facilities

DATA EXPANSION: Sketch Patterson Road Site

COST/FUND SOURCE: Proceeds from Sale to Building Fund

IMPLEMENTATION

ACTION: Elementary and High School District ACTION
Effective April 9, 2018

ISSUE:

The Elementary District Board approved the resolution to dispose of a portion of the Patterson Road Site and the District owned house and outbuildings at 1218 Durston Road on March 5, 2018. The resolution should have been approved by both the Elementary and the High School Board. Therefore, we are presenting the issue again to correct that oversight.

FACTS:

1. The pertinent statutory reference for disposal of obsolete, undesirable or unsuitable property is found at MCA 20-6-604.
2. The disposal of a portion of the Patterson Road Site was discussed and recommended in the 2017 Facility Master Plan Update, adopted by the Board August 14, 2017.
3. The disposal of the 1218 Durston Road house was discussed as part of the plans for the BHS Stadium and Site improvements on December 14, 2017 and January 8, 2018.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board adopt the following resolution:

Having found that real and personal property should be sold or disposed of, the Trustees of Bozeman School District #7 hereby resolve to sell or otherwise dispose of the following because it is or is about to become abandoned, obsolete, undesirable or unsuitable for the school purposes of the District.

- The approximately 17 northern most acres of the District owned Patterson Road property. A map of the portion to be sold once the property is subdivided is in the Discussion Section of this agenda item.
- The District owned house and outbuildings at 1218 Durston Road.

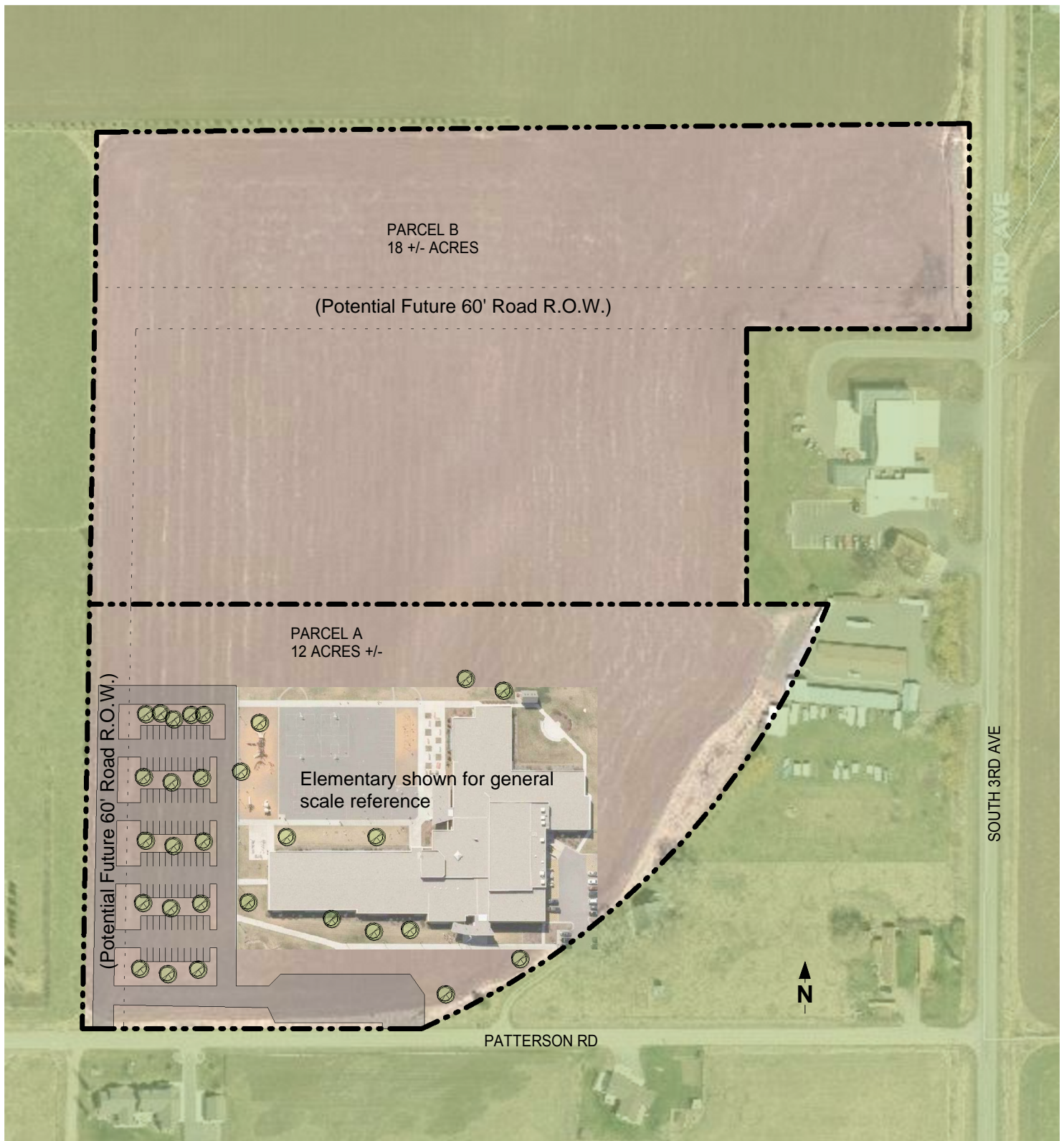
OTHER ALTERNATIVES:

Do not resolve.

DISCUSSION:


The property will be disposed of in the manner most beneficial to the District. We have researched the possibility of selling the house for removal from the site and will continue to explore this option. However, it appears because of the age and construction of the house, it is likely it will need to be torn down rather than moved. Records show that the original house was constructed in 1930 with an addition in 1980.

Our intent with the Patterson Road property is to subdivide and retain approximately 11 acres for a future elementary school site. That will leave approximately 19 acres to sell. We intend to get an appraisal on the property and list the property for sale for the appraised value.



NOTES:

- CURRENT COUNTY ZONING: AGRICULTURAL SUBURBAN (A-S)
- CURRENT MINIMUM PARCEL SIZE IS 20 ACRES
- CONCEPTUAL SITE PLAN IS BASED ON ARIAL PHOTOS AND AVIALBE PLANNING MAPS
- CIVIL SURVEY IS REQUIRED FOR MORE PRECISE SITE PLAN DRAWING
- WETLANDS MAY BE PRESENT ON PROPERTY - IT IS RECOMMENDED THAT A QUALIFIED WETLANDS CONSULTANT BE CONSULTED REGARDING WETLAND BOUNDARIES AND REQUIREMENTS

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willet	Wilson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: PERSONNEL ACTIONS
 CATEGORY: ACTION ITEM - CONSENT
 ORIGINATED BY: Pat Strauss,
 Director of Human Resources
 OTHERS INVOLVED: Robert Watson,
 Superintendent
 DATA EXPANSION: Accompanying Personnel
 Actions Report
 COST/FUND SOURCE: Salaries are listed for each employee

IMPLEMENTATION

ACTION: Elementary and High School District ACTION
 Effective April 9, 2018

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board of Trustees confirm the attached personnel actions involving certified and classified personnel. Also attached is a report of administrative actions regarding personnel which have transpired since the last meeting.

DISCUSSION:

These appointments are made as the result of careful attention to Board policy, Title IX regulations, and Federal and State laws. All applicants are evaluated with respect to the criteria for each advertised position to ensure that only the most suitable candidates are recommended.

**Bozeman Public Schools
Human Resources**

April 9, 2018

REQUIRES BOARD ACTION

Confirmation of Employment (Professional)

Name	Position	Level/Step	Effective	Salary
Kellie, Douglas	Transportation Coordinator	Non Unit	4/16/2018	\$10,153.85
Lefebvre, Mollie	Student Assistance Specialist, 1.0 FTE, ASPT	Non Unit	4/2/2018	\$9,145.44

Confirmation of Employment (Classified)

Name	Position	Unit/Grade Step	Effective	Hourly Rate
Cole, Kayte	Self Contained PARA, .500 FTE, LONG, 9.25 mos.	D01	3/5/2018	\$12.30
Huckleberry, Amanda	Resource PARA, .875 FTE, SMS, 9.25 mos.	B03	3/1/2018	\$11.33
McCabe, Kristen	Roving Custodian, 1.0 FTE, FAC, 12 mos.	G01	3/26/2018	\$14.88
Snider, Sean	Self Contained PARA, .8750 FTE, CJMS, 9.25 mos.	D01	3/19/2018	\$12.30

Confirmation of Request for Leave of Absence (Certified)

Name	Position	Reason	Effective Dates
Clark, Taylor	Core Teacher, 1.0 FTE, CJMS	FMLA	8/22/18 - 11/26/18
Gustavsen, Erika	Health Enhancement Teacher, 1.0 FTE, BHS	FMLA	8/29/18 - 11/5/18
Morecz, Jennifer	Science Teacher, .800 FTE, BHS	LOA	2018-2019
Sexton, Hollie	Orchestra Teacher, 1.0 FTE, SMS	LOA	2018-2019

Confirmation of Request for Leave of Absence (Classified)

Name	Position	Reason	Effective Dates
Livingston, Brenda	Accounting District Bookkeeper, 1.0 FTE, BUS OFF, 12 mos.	Medical LOA	3/7/18 - 4/6/18

Confirmation of Resignations/Terminations (Certified)

Name	Position	Reason	Effective	Years of Service
Bies, Kenneth	School Counselor, 1.0 FTE, BA(M)+105, Step 18, \$75,976, SMS	Retirement	6/8/2018	27
DeWolf, Nancy	Librarian, 1.0 FTE, BA(M)+105, Step 18, \$75,976, MOST	Retirement	6/8/2018	34.64
Lockhart, John "Pat"	School Psychologist, .600 FTE, BA(M)+105, Step 8, \$37,351.80, IRVG	Retirement	6/8/2018	2
Pierce, Wendy	Science Teacher, 1.0 FTE, BA(M)+105, Step 18, \$75,976, CJMS	Retirement	6/8/2018	25
Salo, Mark	School Counselor, .800 FTE, MS Teacher, .200 FTE, BA(M)+105, Step 18, \$75,976, SMS	Retirement	6/8/2018	33
Stokes, Judith	Librarian, 1.0 FTE, BA+45, Step 16, \$57,161, HAWT	Retirement	6/8/2018	18.55
Wahl, Nathan	HS Teacher, 1.0 FTE, BA, Step 5, \$44,790, BHS	Resignation	6/8/2018	5

Confirmation of Resignations/Terminations (Professional)

Name	Position	Reason	Effective	Years of Service
Burrows, Robert	Supervisor of Support Services, 1.0 FTE, \$94,242, 12 mos.	Retirement	9/28/2018 Correction to Retirement Date	28.05

**Bozeman Public Schools
Human Resources**

April 9, 2018

REQUIRES BOARD ACTION (con't)

Confirmation of Resignations/Terminations (Classified)

Name	Position	Reason	Effective	Years of Service
Hofman, Claudine	Self Contained PARA, .875 FTE, D07, \$13.81/hr., CJMS, 9.25 mos.	Resignation	6/7/2018	3
Miller, Benjamin	Custodian, 1.0 FTE, G01, \$14.88/hr., MOST, 12 mos.	Resignation	3/9/2018	13 days

REPORT OF ADMINISTRATIVE ACTIONS

Changes and Revisions in Contracts (Classified)

Name	From	To	Effective	Reason
Atkinson, George	Roving Custodian, 1.0 FTE, G04, \$15.77/hr., FAC, 12 mos.	Head Custodian, 1.0 FTE, G04, \$17.37/hr., CENT OFF, 12 mos.	3/19/2018	Change in Assignment, Location and Pay Rate
Banville, Kathryn	Satellite Hostess I, .5625 FTE, FC11, \$14.25/hr., MOST, 9.25 mos.	Satellite Hostess I, .5625 FTE, MOST, .250 FTE, SUPT SVCS, FC11, \$14.25/hr., 9.25 mos.	3/7/2018	Additional Assignment, Increase in FTE/Hrs.
Cole, Kayte	Self Contained PARA, .500 FTE, D01, \$12.30/hr., LONG, 9.25 mos.	Self Contained PARA, .875 FTE, D01, \$12.30/hr., LONG, 9.25 mos.	3/29/2018	Increase in FTE/Hrs.
Garner, Lynn	Non Instructional PARA, .3125 FTE, B01, \$10.90/hr., CJMS, 9.25 mos.	Self Contained PARA, .875 FTE, D01, \$12.30/hr., CJMS, 9.25 mos.	3/22/2018	Change in Assignment and Pay Rate, Increase in FTE/Hrs.
Herman, Clara	Before/Afterschool PARA, .400 FTE, B01, \$10.90/hr., HAWT, 9.25 mos.	Before/Afterschool PARA, .325 FTE, B01, \$10.90/hr., HAWT, 9.25 mos.	3/19/2018	Decrease in FTE/Hrs.
Riva, Reelynn	Before/Afterschool PARA, .3125 FTE, IRVG, Satellite Hostess II, .6875 FTE, WHIT, B01, \$10.90/hr., 9.25 mos.	Satellite Hostess II, .6875 FTE, WHIT, .3125 FTE, SUPT SVCS, B01, \$10.90/hr., 9.25 mos.	4/2/2018	Change in Assignment and Location

Stipends -Extracurricular

Name	Authorized Position	Stipend	Level	Effective
Anderson, Jesse	Track - Asst. Coach - BHS (Longevity)	\$3,817.84	3	3/11/18 - 5/25/18
Benz, Mary Ann	Intramurals - 6th Gr - SMS (63.61% of Level 5 x .5)	\$626.24	5	4/2/18 - 5/9/18
Bridwell, Jourdan	Track - 7th/8th Gr - SMS (63.61% of Level 5 x .5) (Longevity)	\$1,303.12	5	3/19/18 - 5/5/18
Fisher, Jacob	Track - 7th/8th Gr - SMS (63.61% of Level 5 x .5)	\$1,253.00	5	3/19/18 - 5/5/18
Holmquist, Wes	Weightroom Supervisor - Spring - BHS (.50)	\$984.50	5	3/11/18 - 5/25/18
Holmquist, Wes	Summer Gym Supervisor - BHS (.5)	\$1,835.50	3	6/3/18 - 7/31/18
Kraft, Seth	Basketball - Girls 7th Gr - SMS	\$1,253.00	6	1/3/18 - 2/23/18
Martin, Jake	Track - 7th/8th Gr - SMS (63.61% of Level 5 x .5)	\$1,253.00	5	3/19/18 - 5/5/18
Michalcik, Irena	Intramurals - 6th Gr - SMS (63.61% of Level 5 x .5)	\$626.24	5	4/2/18 - 5/9/18
Solyst, Shannon	Intramurals - 6th Gr - CJMS (63.61% of Level 5 x .5)	\$626.24	5	4/2/18 - 5/9/18
Todd, Christine	Intramurals - 6th Gr - CJMS (63.61% of Level 5 x .5)	\$626.24	5	4/2/18 - 5/9/18

**Bozeman Public Schools
Human Resources**

April 9, 2018

REPORT OF ADMINISTRATIVE ACTIONS (con't)

Stipends - Extracurricular (con't)

Name	Authorized Position	Stipend	Level	Effective
Vincent, Kelsi	Track - 7th/8th Gr - CJMS (63.61% of Level 5 x .5)	\$1,253.00	5	3/19/18 - 5/5/18
Warn, Elaine	Track - 7th/8th Gr - SMS (63.61% of Level 5 x .5)	\$1,253.00	5	3/19/18 - 5/5/18
Wesche, Levi	Weightroom Supervisor - Spring - BHS (.50) (Longevity)	\$1,148.32	5	3/11/18 - 5/25/18
Wesche, Levi	Summer Gym Supervisor - BHS (.5) (Longevity)	\$1,982.34	3	6/3/18 - 7/31/18
Wilcox, Jo	Intramurals - Spring - BHS (Longevity)	\$1,353.24	6	3/11/18 - 5/25/18

Stipends - Not Extracurricular

Name	Authorized Position	Stipend	Level	Effective
Bailey, Ian	World Language Coach - Spring - 3 Section(s) - EMDI, HYL, WHIT	\$1,800.00		2/24/18 - 4/10/18
Ben-Youssef, Marie	World Language Coach - Spring - 2 Section(s) - HAWT, MOST	\$1,200.00		2/24/18 - 4/10/18
Calle, Daniela	World Language Coach - Spring - 2 Section(s) - 2-HAWT	\$1,200.00		2/24/18 - 4/10/18
Clark, Christina	World Language Coach - Spring - 1 Section(s) - MOST	\$600.00		2/24/18 - 4/10/18
Cobbs, Georgia	Math STREAM Grant - Design Team Regional Workshop	\$300.00		February 16-17, 2018
Cobbs, Georgia	Math STREAM Grant year 6 - Non Facilitated Module Design	\$600.00		11/10/17 - 3/5/18
Cobbs, Georgia	Math STREAM Grant year 6 - Number Systems & Operations 4-7	\$750.00		2/19/18 - 3/9/18
Donahue, Casey	Gallatin College - 1 year Long/Spring Section(s) - Coding	\$500.00		2017-2018
Easter, Allison	Math STREAM Grant year 6 - Non Facilitated Module Design	\$600.00		11/10/17 - 3/5/18
Ehresmann, Cheryl	Math STREAM Grant - Design Team Regional Workshop	\$300.00		February 16-17, 2018
Ehresmann, Cheryl	Math STREAM Grant year 6 - Math Practices	\$750.00		11/27/17 - 12/17/17
Govaerts, Geraldine	World Language Coach - Spring - 1 Section(s) - MOST	\$600.00		2/24/18 - 4/10/18
Guttormson, Maggie	Math STREAM Grant - Design Team Regional Workshop	\$450.00		February 16-17, 2018
Guttormson, Maggie	Math STREAM Grant year 6 - Describing Data, Grades 4-7	\$750.00		1/29/18 - 2/16/18
Guttormson, Maggie	Math STREAM Grant - Regional Workshop in Miles City (Additional Amount)	\$150.00		October 27-28, 2017
Hanks, Britta	Gallatin College - 1 year Long/Spring Section(s) - German 4	\$500.00		2017-2018
Hedlund, Rick	Gallatin College - 1 year Long/Spring Section(s) - College Welding	\$500.00		2017-2018

**Bozeman Public Schools
Human Resources**

April 9, 2018

REPORT OF ADMINISTRATIVE ACTIONS (con't)

<u>Stipends - Not Extracurricular</u>				
Name	Authorized Position	Stipend	Level	Effective
Hickey, Jacob	Gallatin College - 1 year Long/Spring Section(s) - French 4	\$500.00		2017-2018
Hillenius, Mike	Artistic Design Stipend - Technical Director/Stage Design - Hawk's Night Live	\$1,500.00		March 30-31, 2018
Johnson, Krista	Gallatin College - 1 year Long/Spring Section(s) - Advanced Math	\$500.00		2017-2018
Krogstad, Joanna	Gallatin College - 1 Fall Section(s) - Interior Design	\$500.00		Fall 2017
Lin, Chia	World Language Coach - Spring - .834 Section(s) - IRVG	\$500.40		2/24/18 - 4/10/18
Lucier, Julie	Math STREAM Grant year 6 - Non Facilitated Module Design	\$600.00		11/10/17 - 3/5/18
Matney, Ann	World Language Coach - Spring - .416 Section(s) - IRVG	\$249.60		2/24/18 - 4/10/18
McBride-Bergantine, Stephanie	National Board Certification - Teaching	\$2,000.00		2017-2018
Meeks, Hannah	World Language Coach - Spring - 3 Section(s) - EMDI, LONG, WHIT	\$1,800.00		2/24/18 - 4/10/18
Nixon, Madison	World Language Coach - Spring - 2 Section(s) - IRVG, MDLK	\$1,200.00		2/24/18 - 4/10/18
Obstar, Ashley	Gallatin College - 1 year Long/Spring Section(s) - Advanced Math	\$500.00		2017-2018
Ries, Dan	Math STREAM Grant - Design Team Regional Workshop	\$300.00		February 16-17, 2018
Ries, Dan	Math STREAM Grant year 6 - K-8 Math Practices	\$300.00		March, 2018
Rooney, Tim	World Language Coach - Spring - 5 Section(s) - EMDI, MDLK, 3-MOST	\$3,000.00		2/24/18 - 4/10/18
Sigler, Sarah	Gallatin College - 1 year Long/Spring Section(s) - AP Spanish	\$250.00		2017-2018
Squillace, Sandra	Math STREAM Grant year 6 - NSO K-3	\$1,000.00		2/19/18 - 3/11/18
Squillace, Sandra	Math STREAM Grant year 6 - Non Facilitated Module Design	\$600.00		11/10/17 - 3/5/18
Squillace, Sandra	Math STREAM Grant - Design Team Regional Workshop	\$300.00		February 16-17, 2018
Torres, Paola	World Language Coach - Spring - 3 Section(s) - EMDI, IRVG, HAWT	\$1,800.00		2/24/18 - 4/10/18
Vidyukov, Anna	World Language Coach - Spring - 1 Section(s) - MOST	\$600.00		2/24/18 - 4/10/18
Washtak, Amy	Gallatin College - 1 year Long/Spring Section(s) - Biomed Innovations	\$500.00		2017-2018
Werner, Lisa	Gallatin College - 1 year Long/Spring Section(s) - AP German	\$250.00		2017-2018


**Bozeman Public Schools
Human Resources**

April 9, 2018

REPORT OF ADMINISTRATIVE ACTIONS (con't)

Stipends - Not Extracurricular (con't)

Wittman, Vicki	Homebound Teacher - Up to 5 hrs. total (Hrly. Rate)	\$23.00	3/23/18 - 6/30/18
Wyatt, Jane	Gallatin College - 1 Fall Section(s) - Applied Writing	\$500.00	Fall 2017
Zupan, Linda	World Language Coach - Spring - 1 Section(s) - MOST	\$600.00	2/24/18 - 4/10/18

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: FINANCIAL REPORTS, WARRANT APPROVAL, DONATIONS

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED BY: Mike Waterman
Director of Business Services

OTHERS INVOLVED: Steve Johnson, Deputy Superintendent of Operations
R.J. Tvedt, Accounting Supervisor
Brenda Livingston, District Bookkeeper

DATA EXPANSION: Financial Statements, Warrant Registers (included separately)

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: Elementary and High School District ACTION
Effective April 9, 2018

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board of Trustees approve:

- February/March 2018 financial statements
- Warrant Registers as presented separately

DISCUSSION:

The Warrant Registers and Bank Reconciliations are available in the Business Office and have been sent to the Trustees.

March 2018 warrants are as follows: Operational warrants were \$1,162,460.55; net Payroll, taxes and deductions were \$4,796,519.31; Total warrants disbursed for March 2018 were \$5,958,979.86.

Investment of District Funds in accordance with State law as of: February 28, 2018

Gallatin County Investment Pool	\$69,401,645.74
High School Building Bond Funds (Cetera)	74,734,303.97
Nonexpendable Endowment (D.A. Davidson)	774,377.53
High School Extracurricular Clubs (First Interstate)	343,032.70
Middle School Extracurricular Clubs (First Interstate)	<u>117,145.11</u>
Total District cash and investments	<u>\$145,370,505.05</u>

BOZEMAN PUBLIC SCHOOLS

February 2018 Cash and Investment Reconciliation

Fund	Fund Name	Beginning Balance	Increases	Decreases	Ending Balance
101	General	6,204,278.05	1,582,029.17	2,826,328.39	4,959,978.83
110	Transportation	595,768.26	3,835.02	188,188.27	411,415.01
111	Bus Depreciation	290,402.00	332.14	0.00	290,734.14
113	Tuition	130,320.23	800.61	5,345.27	125,775.57
114	Retirement	2,255,735.75	27,796.06	371,279.32	1,912,252.49
115	Misc. Funds	712,898.12	968,528.62	514,247.17	1,167,179.57
121	Compensated Absences	191,286.92	206.46	53.66	191,439.72
128	Technology	277,736.50	1,451.89	1,120.42	278,067.97
129	Flexibility	712.50	0.00	0.00	712.50
150	Debt Service	3,434,923.01	18,073.05	300.00	3,452,696.06
160	Building	2,994,459.27	25,763.37	81,297.94	2,938,924.70
161	Building Reserve	1,762,791.21	5,768.30	36,695.57	1,731,863.94
174	Internal Service	377,056.07	18,974.08	9,240.64	386,789.51
178	Health Insurance	2,693,177.94	767,036.75	495,789.97	2,964,424.72
186	Payroll Clearing	-65,454.18	4,788,271.45	4,649,959.17	72,858.10
187	Claims Clearing	160,177.83	2,230,447.31	1,751,735.72	638,889.42
	Total Elementary	22,016,269.48	10,439,314.28	10,931,581.51	21,524,002.25
201	General	3,685,995.49	836,865.14	1,398,590.42	3,124,270.21
210	Transportation	351,287.93	2,220.23	91,771.63	261,736.53
211	Bus Depreciation	290,668.18	333.05	0.00	291,001.23
212	School Foods	344,167.89	197,963.01	168,056.29	374,074.61
213	Tuition	267,830.81	1,966.52	17,402.44	252,394.89
214	Retirement	1,457,893.92	16,811.61	191,114.16	1,283,591.37
215	Misc. Programs	593,791.58	66,378.62	160,718.27	499,451.93
217	Adult Education	239,002.80	1,434.97	28,463.52	211,974.25
218	Traffic Education	227,223.19	15,541.78	10,188.84	232,576.13
221	Compensated Absences	129,625.05	159.50	880.51	128,904.04
228	Technology	595,604.69	1,238.41	5,530.53	591,312.57
229	Flexibility	427.50	0.00	0.00	427.50
250	Debt Service	3,564,510.34	12,439.15	700.00	3,576,249.49
260	Building	105,533,307.08	317,949.22	1,479,119.06	104,372,137.24
261	Building Reserve	3,905,749.25	8,751.63	14,658.53	3,899,842.35
281	Private Purpose Trust	796,784.55	0.00	22,407.02	774,377.53
282	Interlocal Agreement	3,983,594.26	4,650.59	2,422.92	3,985,821.93
285	Private Purpose Trust	25,633.12	0.00	0.00	25,633.12
	Total High School	125,399,306.05	1,418,324.81	3,431,305.87	123,386,324.99
	Grand Total	147,415,575.53	11,857,639.09	14,362,887.38	144,910,327.24

BOZEMAN PUBLIC SCHOOLS

EXPENDITURE BUDGET TO ACTUAL - ALL BUDGETED FUNDS

From Date: 3/1/2018

To Date: 3/31/2018

Fiscal Year: 2017-2018

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
101.00.000.0000.0000.000.00	ELEMENTARY GENERAL	\$32,228,034.00	\$2,670,472.01	\$19,863,829.52	\$12,364,204.48	\$11,427,032.73	\$937,171.75	2.91%
110.00.000.0000.0000.000.00	ELEMENTARY TRANSPORTATION	\$2,079,135.00	\$187,346.99	\$1,326,212.91	\$752,922.09	\$416,100.41	\$336,821.68	16.20%
111.00.000.0000.0000.000.00	ELEMENTARY BUS DEPRECIATION	\$288,620.00	\$0.00	\$0.00	\$288,620.00	\$0.00	\$288,620.00	100.00%
113.00.000.0000.0000.000.00	ELEMENTARY TUITION	\$259,737.00	\$4,045.92	\$35,875.67	\$223,861.33	\$19,497.80	\$204,363.53	78.68%
114.00.000.0000.0000.000.00	ELEMENTARY RETIREMENT	\$4,900,000.00	\$370,583.60	\$2,653,502.73	\$2,246,497.27	\$1,579,534.01	\$666,963.26	13.61%
128.00.000.0000.0000.000.00	ELEMENTARY TECH ACQUISITION	\$1,069,213.00	\$666.97	\$513,483.86	\$555,729.14	\$8,826.43	\$546,902.71	51.15%
129.00.000.0000.0000.000.00	ELEMENTARY FLEXIBILITY	\$713.00	\$0.00	\$0.00	\$713.00	\$0.00	\$713.00	100.00%
150.00.000.0000.0000.000.00	ELEMENTARY DEBT SERVICE	\$7,255,558.00	\$350.00	\$1,578,679.77	\$5,676,878.23	\$0.00	\$5,676,878.23	78.24%
161.00.000.0000.0000.000.00	ELEMENTARY BUILDING RESERVE	\$3,296,034.00	\$55,264.63	\$1,036,294.08	\$2,259,739.92	\$58,292.55	\$2,201,447.37	66.79%
201.00.000.0000.0000.000.00	HIGH SCHOOL GENERAL	\$17,224,308.00	\$1,329,271.85	\$10,210,452.33	\$7,013,855.67	\$5,511,313.38	\$1,502,542.29	8.72%
210.00.000.0000.0000.000.00	HIGH SCHOOL TRANSPORTATION	\$1,024,376.00	\$91,105.05	\$664,915.77	\$359,460.23	\$193,502.97	\$165,957.26	16.20%
211.00.000.0000.0000.000.00	HIGH SCHOOL BUS DEPRECIATION	\$288,880.00	\$0.00	\$0.00	\$288,880.00	\$0.00	\$288,880.00	100.00%
213.00.000.0000.0000.000.00	HIGH SCHOOL TUITION	\$607,762.00	\$15,784.31	\$125,141.11	\$482,620.89	\$397,370.09	\$85,250.80	14.03%
214.00.000.0000.0000.000.00	HIGH SCHOOL RETIREMENT	\$2,850,000.00	\$195,163.82	\$1,408,515.51	\$1,441,484.49	\$790,734.21	\$650,750.28	22.83%
217.00.000.0000.0000.000.00	HIGH SCHOOL ADULT EDUCATION	\$381,080.00	\$27,704.31	\$210,085.10	\$170,994.90	\$104,858.18	\$66,136.72	17.36%
228.00.000.0000.0000.000.00	HIGH SCHOOL TECH ACQUISITION	\$1,162,090.00	\$265.97	\$406,017.58	\$756,072.42	\$3,209.78	\$752,862.64	64.79%
229.00.000.0000.0000.000.00	HIGH SCHOOL FLEXIBILITY	\$428.00	\$0.00	\$0.00	\$428.00	\$0.00	\$428.00	100.00%
250.00.000.0000.0000.000.00	HIGH SCHOOL DEBT SERVICE	\$6,398,757.00	\$0.00	\$1,762,099.49	\$4,636,657.51	\$0.00	\$4,636,657.51	72.46%
261.00.000.0000.0000.000.00	HIGH SCHOOL BUILDING RESERVE	\$4,970,709.00	\$19,139.14	\$462,548.78	\$4,508,160.22	\$56,461.78	\$4,451,698.44	89.56%
Grand Total:		\$86,285,434.00	\$4,967,164.57	\$42,257,654.20	\$44,027,779.80	\$20,566,734.32	\$23,461,045.48	27.19%

End of Report

BOZEMAN PUBLIC SCHOOLS

REVENUE BUDGET TO ACTUAL - ALL BUDGETED FUNDS

From Date: 2/1/2018

To Date: 2/28/2018

Fiscal Year: 2017-2018

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
101.00.000.0000.0000.000.00	ELEMENTARY GENERAL	(\$32,096,435.42)	(\$1,557,136.21)	(\$18,983,759.66)	(\$13,112,675.76)	\$0.00	(\$13,112,675.76)	40.85%
110.00.000.0000.0000.000.00	ELEMENTARY TRANSPORTATION	(\$1,829,662.91)	(\$3,835.02)	(\$884,446.62)	(\$945,216.29)	\$0.00	(\$945,216.29)	51.66%
111.00.000.0000.0000.000.00	ELEMENTARY BUS DEPRECIATION	(\$500.44)	(\$332.14)	(\$2,614.58)	\$2,114.14	\$0.00	\$2,114.14	-422.46%
113.00.000.0000.0000.000.00	ELEMENTARY TUITION	(\$259,637.04)	(\$800.61)	(\$157,309.17)	(\$102,327.87)	\$0.00	(\$102,327.87)	39.41%
114.00.000.0000.0000.000.00	ELEMENTARY RETIREMENT	(\$4,525,588.30)	(\$27,796.06)	(\$2,701,122.24)	(\$1,824,466.06)	\$0.00	(\$1,824,466.06)	40.31%
128.00.000.0000.0000.000.00	ELEMENTARY TECH ACQUISITION	(\$603,090.45)	(\$1,451.89)	(\$330,101.01)	(\$272,989.44)	\$0.00	(\$272,989.44)	45.27%
129.00.000.0000.0000.000.00	ELEMENTARY FLEXIBILITY	(\$0.50)	\$0.00	\$0.00	(\$0.50)	\$0.00	(\$0.50)	100.00%
150.00.000.0000.0000.000.00	ELEMENTARY DEBT SERVICE	(\$5,674,390.43)	(\$18,073.05)	(\$3,449,858.26)	(\$2,224,532.17)	\$0.00	(\$2,224,532.17)	39.20%
161.00.000.0000.0000.000.00	ELEMENTARY BUILDING RESERVE	(\$1,507,500.39)	(\$5,768.30)	(\$921,922.34)	(\$585,578.05)	\$0.00	(\$585,578.05)	38.84%
201.00.000.0000.0000.000.00	HIGH SCHOOL GENERAL	(\$17,060,966.27)	(\$824,894.99)	(\$10,214,310.04)	(\$6,846,656.23)	\$0.00	(\$6,846,656.23)	40.13%
210.00.000.0000.0000.000.00	HIGH SCHOOL TRANSPORTATION	(\$780,661.20)	(\$2,220.23)	(\$386,631.34)	(\$394,029.86)	\$0.00	(\$394,029.86)	50.47%
211.00.000.0000.0000.000.00	HIGH SCHOOL BUS DEPRECIATION	(\$500.18)	(\$333.05)	(\$2,621.41)	\$2,121.23	\$0.00	\$2,121.23	-424.09%
213.00.000.0000.0000.000.00	HIGH SCHOOL TUITION	(\$607,662.25)	(\$1,966.52)	(\$361,227.72)	(\$246,434.53)	\$0.00	(\$246,434.53)	40.55%
214.00.000.0000.0000.000.00	HIGH SCHOOL RETIREMENT	(\$2,496,204.33)	(\$16,811.61)	(\$1,506,089.87)	(\$990,114.46)	\$0.00	(\$990,114.46)	39.66%
217.00.000.0000.0000.000.00	HIGH SCHOOL ADULT EDUCATION	(\$312,697.47)	(\$1,363.97)	(\$191,326.48)	(\$121,370.99)	\$0.00	(\$121,370.99)	38.81%
228.00.000.0000.0000.000.00	HIGH SCHOOL TECH ACQUISITION	(\$336,395.51)	(\$1,238.41)	(\$176,745.23)	(\$159,650.28)	\$0.00	(\$159,650.28)	47.46%
229.00.000.0000.0000.000.00	HIGH SCHOOL FLEXIBILITY	(\$0.50)	\$0.00	\$0.00	(\$0.50)	\$0.00	(\$0.50)	100.00%
250.00.000.0000.0000.000.00	HIGH SCHOOL DEBT SERVICE	(\$6,308,032.12)	(\$12,439.15)	(\$1,762,638.27)	(\$4,545,393.85)	\$0.00	(\$4,545,393.85)	72.06%
261.00.000.0000.0000.000.00	HIGH SCHOOL BUILDING RESERVE	(\$1,662,500.13)	(\$8,751.63)	(\$1,032,605.69)	(\$629,894.44)	\$0.00	(\$629,894.44)	37.89%
Grand Total:		(\$76,062,425.84)	(\$2,485,212.84)	(\$43,065,329.93)	(\$32,997,095.91)	\$0.00	(\$32,997,095.91)	43.38%

End of Report

BOZEMAN PUBLIC SCHOOLS

General Ledger - Element Summary Reporting

Fiscal Year: 2017-2018 From Date: 3/1/2018 To Date: 3/31/2018

Account Mask: ?01????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / BUDGET UNIT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance
101 - ELEM GENERAL FUND					
00 - CENTRAL BUDGET	\$30,775,575.57	\$2,613,759.68	\$18,925,762.74	\$11,338,819.14	\$510,993.69
01 - LONGFELLOW ELEMENTARY SCHOOL	\$41,216.00	(\$2,883.98)	\$23,625.33	\$602.03	\$16,988.64
02 - IRVING ELEMENTARY SCHOOL	\$34,944.00	\$187.61	\$21,662.44	\$211.96	\$13,069.60
03 - HAWTHORNE ELEMENTARY SCHOOL	\$45,440.00	\$1,625.38	\$35,005.19	\$508.65	\$9,926.16
04 - WHITTIER ELEMENTARY SCHOOL	\$37,376.00	\$964.43	\$22,902.61	\$370.93	\$14,102.46
05 - MORNING STAR ELEMENTARY SCHOOL	\$63,488.00	\$929.76	\$39,354.43	\$3,301.71	\$20,831.86
06 - EMILY DICKINSON ELEMENTARY SCHOOL	\$61,824.00	\$2,928.59	\$36,110.40	\$1,402.02	\$24,311.58
07 - HYALITE ELEMENTARY SCHOOL	\$58,624.00	(\$1,646.40)	\$36,527.84	\$321.01	\$21,775.15
08 - MEADOWLARK ELEMENTARY SCHOOL	\$64,640.00	(\$2,057.18)	\$43,871.33	\$542.60	\$20,226.07
31 - CHIEF JOSEPH MIDDLE SCHOOL	\$125,942.00	\$8,493.55	\$70,804.37	\$8,273.64	\$46,863.99
32 - SACAJAWEA MIDDLE SCHOOL	\$119,862.43	\$5,436.52	\$66,110.51	\$19,429.09	\$34,322.83
51 - SPECIAL EDUCATION	\$60,000.00	\$2,069.73	\$13,434.45	\$3,420.64	\$43,144.91
52 - HUMAN RESOURCES	\$29,000.00	\$540.28	\$9,560.06	\$210.10	\$19,229.84
53 - DEPUTY SUPERINTENDENT INSTRUCTION	\$111,000.00	\$3,309.12	\$73,345.74	\$4,517.57	\$33,136.69
54 - MUSIC	\$17,450.00	\$1,011.45	\$5,498.63	\$2,459.77	\$9,491.60
55 - TECHNOLOGY	\$87,350.00	\$2,500.85	\$57,579.88	\$81.72	\$29,688.40
56 - ELEMENTARY LIBRARY PROCESSING	\$47,750.00	\$1,320.04	\$38,557.32	\$0.00	\$9,192.68
57 - SUPERINTENDENT/BOARD	\$54,000.00	\$2,600.95	\$36,485.98	\$211.96	\$17,302.06
58 - GIFTED & TALENTED	\$5,000.00	\$97.88	\$1,240.59	\$0.00	\$3,759.41
59 - FACILITIES	\$301,552.00	\$26,780.28	\$261,186.25	\$42,348.19	(\$1,982.44)
61 - SUPPORT SERVICES	\$86,000.00	\$2,503.47	\$45,203.43	\$0.00	\$40,796.57
101 - ELEM GENERAL FUND Total:	\$32,228,034.00	\$2,670,472.01	\$19,863,829.52	\$11,427,032.73	\$937,171.75

BOZEMAN PUBLIC SCHOOLS

General Ledger - Element Summary Reporting

Fiscal Year: 2017-2018 From Date: 3/1/2018 To Date: 3/31/2018

Account Mask: ?01????????????????

Account Type: EXPENDITURE

☐ Print accounts with zero balance

☒ Include Inactive Accounts

☐ Include PreEncumbrance

FUND / BUDGET UNIT

Budget

Range To Date

Year To Date

Encumbrance

Budget Balance

201 - HS GENERAL FUND

00 - CENTRAL BUDGET	\$16,017,723.00	\$1,268,315.26	\$9,501,256.82	\$5,465,201.05	\$1,051,265.13
41 - BOZEMAN HIGH SCHOOL	\$497,730.00	\$22,653.23	\$243,118.85	\$12,953.14	\$241,658.01
51 - SPECIAL EDUCATION	\$25,000.00	\$0.00	\$32.43	\$0.00	\$24,967.57
52 - HUMAN RESOURCES	\$29,000.00	\$413.79	\$7,452.89	\$10.10	\$21,537.01
53 - DEPUTY SUPERINTENDENT INSTRUCTION	\$56,750.00	\$2,090.29	\$27,651.05	\$271.49	\$28,827.46
54 - MUSIC	\$47,450.00	\$11,018.85	\$41,200.69	\$10,882.43	(\$4,633.12)
55 - TECHNOLOGY	\$78,677.00	\$1,272.27	\$50,874.02	\$81.71	\$27,721.27
57 - SUPERINTENDENT/BOARD	\$54,000.00	\$2,238.87	\$34,821.08	\$0.00	\$19,178.92
58 - GIFTED & TALENTED	\$5,000.00	\$1,475.91	\$2,901.80	\$0.00	\$2,098.20
59 - FACILITIES	\$230,145.00	\$18,540.12	\$142,411.41	\$21,913.46	\$65,820.13
61 - SUPPORT SERVICES	\$43,000.00	\$1,253.26	\$18,898.29	\$0.00	\$24,101.71
64 - HS ATHLETICS	\$139,833.00	\$0.00	\$139,833.00	\$0.00	\$0.00
201 - HS GENERAL FUND Total:	\$17,224,308.00	\$1,329,271.85	\$10,210,452.33	\$5,511,313.38	\$1,502,542.29

Bozeman School District # 7
Self-Insurance Fund
Statement of Net Position
February 28, 2018

Assets

Cash and investments	\$ 2,964,524.72
Accounts receivable	-
Prepaid expenses	24,953.76
Connect Your Care Deposit	36,056.40
Fixed Assets (net)	<u>4,155.00</u>
 Total Assets	 <u>\$ 3,029,689.88</u>

Liabilities

Estimated incurred unpaid claims	\$ 619,401.48
Accounts payable	21,162.21
Payroll liabilities payable	101.57
Health and dependent care flex payable	44,133.67
Unearned revenue	<u>270,380.41</u>
 Total Liabilities	 <u>\$ 955,179.34</u>

Net Position

Unrestricted net position	<u><u>\$ 2,074,510.54</u></u>
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Statement of Revenues and Expenditures
For the Fiscal Year Ended August 31, 2018

	<u>February 2018</u>	<u>9/1/17 through 2/28/2018 Year-to-Date</u>
<u>Revenues</u>		
Medical insurance premiums	\$ 604,019.66	\$ 3,594,029.40
BCBS supplement premiums	25,430.92	129,423.94
Dental insurance premiums	33,994.97	203,665.86
Investment income	3,015.85	15,253.96
Medical and dependent care flex reversion	-	-
Retiree and Cobra administration fees	777.00	7,295.16
Wellness	<u>16,165.00</u>	<u>112,754.38</u>
 Total Revenues	 <u>\$ 683,403.40</u>	 <u>\$ 4,062,422.70</u>
<u>Expenditures</u>		
Medical and vision insurance claims	340,385.69	2,747,394.18
Dental insurance claims	26,927.53	230,267.67
Excess risk insurance	24,675.10	144,979.90
Third Party administration	21,435.27	138,016.83
District administration	4,094.19	24,819.60
BCBS supplemental health insurance	-	130,018.32
Re-Insurance and PCORI fees	-	-
Depreciation	-	-
Wellness	<u>22,690.43</u>	<u>244,299.28</u>
 Total Expenditures	 <u>\$ 440,208.21</u>	 <u>\$ 3,659,795.78</u>
 Excess (deficiency) of revenues over expenditures	 <u><u>\$ 243,195.19</u></u>	 <u><u>\$ 402,626.92</u></u>

BOZEMAN PUBLIC SCHOOLS

Cash Balances

Fiscal Year: 2017-2018

Date Range: 02/01/2018 - 02/28/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
11010.101.0000	BACKBOARD BOYS B-BALL CASH	24,904.97	845.00	7,014.11	18,735.86
11015.101.0000	CHEERLEADING CLUB CASH	2,620.93	1,799.00	38.71	4,381.22
11022.101.0000	DANCE CLUB CASH	4,656.44	125.00	1,253.61	3,527.83
11025.101.0000	FASTPITCH CLUB CASH	5,707.51	0.00	0.00	5,707.51
11030.101.0000	FOOTBALL CLUB CASH	25,688.21	104.00	2,961.00	22,831.21
11035.101.0000	GOLF CLUB CASH	1,253.38	2,800.00	1,568.33	2,485.05
11040.101.0000	HAWK STAT CREW CASH	396.94	0.00	0.00	396.94
11050.101.0000	LADY HAWK BBALL CLUB CASH	29,470.88	1,770.59	4,575.80	26,665.67
11065.101.0000	BOYS SOCCER CLUB CASH	6,047.15	570.00	2,818.22	3,798.93
11070.101.0000	GIRLS SOCCER CLUB CASH	6,568.09	570.00	0.00	7,138.09
11080.101.0000	SPEECH CLUB CASH	18,257.16	7,060.85	1,164.79	24,153.22
11085.101.0000	SPIKERS VOLLEYBALL CLUB CASH	4,762.51	0.00	0.00	4,762.51
11095.101.0000	SWIMMING CLUB CASH	2,396.45	499.64	501.92	2,394.17
11100.101.0000	TENNIS CLUB CASH	7,532.74	0.00	0.00	7,532.74
11110.101.0000	TRACK CLUB CASH	9,592.39	26.00	0.00	9,618.39
11120.101.0000	WRESTLING CLUB CASH	7,536.13	0.00	250.75	7,285.38
11125.101.0000	CROSS COUNTY CLUB CASH	6,989.86	0.00	1,419.97	5,569.89
12000.101.0000	BUSINESS PROFESSIONALS CLUB CASH	217.32	0.00	0.00	217.32
12002.101.0000	CAD CLUB CASH	406.15	574.45	636.00	344.60
12005.101.0000	CONSTRUCTION CLUB CASH	746.65	80.00	70.00	756.65
12010.101.0000	DECA CASH	21,299.54	7,042.28	5,291.02	23,050.80
12035.101.0000	PHOTO CLUB CASH	767.22	61.00	0.00	828.22
12037.101.0000	ROBOTICS CLUB CASH	1,377.59	0.00	0.00	1,377.59
12040.101.0000	SHOP FUND CASH	3,000.00	1,290.53	1,290.53	3,000.00
12045.101.0000	SKILLS USA CASH	1,481.40	0.00	170.50	1,310.90
13010.101.0000	ART CLUB CASH	5,114.56	0.00	0.00	5,114.56
13015.101.0000	DRAMA CLUB CASH	3,488.31	477.05	958.13	3,007.23
13020.101.0000	COSTA RICA SCIENCE TRIP CASH	430.00	0.00	0.00	430.00
13022.101.0000	FCCLA CASH	622.46	0.00	0.00	622.46
13025.101.0000	FRENCH CLUB CASH	789.75	0.00	75.58	714.17
13026.101.0000	GALAPAGOS CLUB CASH	4.09	0.00	0.00	4.09
13030.101.0000	GERMAN CLUB CASH	10,820.84	3,900.00	0.00	14,720.84

BOZEMAN PUBLIC SCHOOLS

Cash Balances

Fiscal Year: 2017-2018

Date Range: 02/01/2018 - 02/28/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
13031.101.0000	HOSA CASH	4,239.16	160.00	1,681.53	2,717.63
13033.101.0000	JEWELRY GUILD CLUB CASH	847.08	0.00	0.00	847.08
13034.101.0000	LATIN CLUB CASH	1,702.92	0.00	0.00	1,702.92
13038.101.0000	MUN CLUB CASH	193.43	0.00	0.00	193.43
13040.101.0000	NATIVE AMERICAN CLUB CASH	270.05	0.00	0.00	270.05
13042.101.0000	PRO START CLUB CASH	6,727.27	0.00	0.00	6,727.27
13045.101.0000	PROJECT EXCEL CASH	3,726.01	0.00	0.00	3,726.01
13050.101.0000	SCIENCE OLYMPIAD CASH	219.34	0.00	0.00	219.34
13060.101.0000	SPANISH CLUB CASH	588.47	0.00	0.00	588.47
13065.101.0000	YOUTH LEGISLATURE CLUB CASH	851.48	640.00	700.00	791.48
13070.101.0000	WILDLIFE BIOLOGY CLUB CASH	461.09	0.00	0.00	461.09
14000.101.0000	CAP & GOWNS CASH	120.27	0.00	0.00	120.27
14026.101.0000	CLASS OF 2018 CASH	13,506.19	0.00	0.00	13,506.19
14035.101.0000	PROM CASH	850.00	0.00	0.00	850.00
14050.101.0000	STUDENT COUNCIL CASH	23,835.33	60.00	727.12	23,168.21
14060.101.0000	BRIDGER ALTERNATIVE CASH	1,263.84	0.00	0.00	1,263.84
15000.101.0000	MTI CASH	1,396.43	0.00	0.00	1,396.43
15001.101.0000	AMNESTY INTERNATIONAL CASH	674.28	0.00	0.00	674.28
15004.101.0000	B CLUB CASH	361.17	0.00	0.00	361.17
15005.101.0000	KEY CLUB CASH	1,772.30	15.00	65.90	1,721.40
15010.101.0000	LEO CLUB CASH	2,164.37	0.00	0.00	2,164.37
15015.101.0000	NATIONAL HONOR SOCIETY CASH	3,497.71	0.00	0.00	3,497.71
15016.101.0000	PROJECT X2 CASH	542.51	0.00	0.00	542.51
15025.101.0000	SPECIAL ED CONCESSIONS CASH	5,362.84	0.00	108.45	5,254.39
15030.101.0000	SAGA CASH	176.50	0.00	190.00	(13.50)
15040.101.0000	INTERACT CLUB CASH	1,234.52	86.25	47.91	1,272.86
16000.101.0000	BAND CASH	11,737.49	2,027.40	10,500.77	3,264.12
16005.101.0000	CHOIR CASH	7,618.26	9,105.00	4,718.50	12,004.76
16015.101.0000	ORCHESTRA CASH	21,008.12	12,055.00	17,046.75	16,016.37
17000.101.0000	AERIE CASH	20,112.85	405.00	0.00	20,517.85
17005.101.0000	HAWK TALK CASH	597.23	2,231.25	1,113.66	1,714.82
17007.101.0000	HAWK TV CLUB CASH	389.83	0.00	23.98	365.85

BOZEMAN PUBLIC SCHOOLS

Cash Balances

Fiscal Year: 2017-2018

Date Range: 02/01/2018 - 02/28/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
17010.101.0000	SCRIBBLINGS CASH	457.29	121.00	8.54	569.75
18010.101.0000	GENERAL CASH	1,706.10	420.00	55.86	2,070.24
		<u>355,159.35</u>	<u>56,921.29</u>	<u>69,047.94</u>	<u>343,032.70</u>
End of Report					

BOZEMAN PUBLIC SCHOOLS

Cash Balances

Fiscal Year: 2017-2108

Date Range: 02/01/2018 - 02/28/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10100.101.0000	COMPUTER CLUB	33.00	0.00	0.00	33.00
10200.101.0000	MISC FUNDRAISING CASH	264.96	0.00	0.00	264.96
10225.101.0000	LEGO ROBOTICS CLUB CASH	408.71	0.00	0.00	408.71
10250.101.0000	ART CLUB CASH	871.92	130.26	0.00	1,002.18
10300.101.0000	SCIENCE CLUB	129.77	0.00	0.00	129.77
10400.101.0000	SCIENCE CLUB - JOHANESON CASH	115.97	0.00	0.00	115.97
10500.101.0000	TECH ED CLUB CASH	642.57	0.00	0.00	642.57
10600.101.0000	BIRD/SCIENCE CASH	2,402.20	75.60	0.00	2,477.80
10700.101.0000	SCIENCE - CASH	11.41	0.00	0.00	11.41
11100.101.0000	STUDENT AID CASH	3,962.34	0.00	0.00	3,962.34
11150.101.0000	STUDENT COUNCIL 8TH GRADE CASH	3,197.28	0.00	0.00	3,197.28
11200.101.0000	STUDENT COUNCIL 7TH GRADE CASH	3,395.18	0.00	0.00	3,395.18
11250.101.0000	FOREIGN LANGUAGE CLUB CASH	6,797.47	9,800.00	514.96	16,082.51
11275.101.0000	STUDENT COUNCIL 6TH GRADE CASH	2,242.54	1,991.00	1,223.46	3,010.08
11300.101.0000	STUDENT PROJECTS CASH	(60.44)	73.00	0.00	12.56
11500.101.0000	TEAM 6A EAST CASH	4,948.95	0.00	2,852.00	2,096.95
11550.101.0000	TEAM 6B WEST CASH	5,711.52	0.00	3,453.16	2,258.36
11600.101.0000	TEAM 7A EAST CASH	5,558.24	36.00	1,995.84	3,598.40
11625.101.0000	TEAM 7B WEST CASH	1,023.51	0.00	0.00	1,023.51
11650.101.0000	TEAM 8A EAST CASH	2,680.96	0.00	188.30	2,492.66
11670.101.0000	TEAM 8B WEST CASH	547.15	0.00	0.00	547.15
11700.101.0000	YEARBOOK CASH	509.51	0.00	0.00	509.51
13000.101.0000	DRAMA CLUB CASH	1,906.79	0.00	0.00	1,906.79
13025.101.0000	ONE MILLION WAYS CLUB CASH	275.77	0.00	0.00	275.77
13050.101.0000	MUSIC CLUB CASH	23,370.44	18,894.02	8,601.87	33,662.59
13150.101.0000	CJ ROCKS/POP ROCKS CASH	38.04	0.00	0.00	38.04
13200.101.0000	BREAKFAST CLUB CASH	522.80	0.00	0.00	522.80
13300.101.0000	HORIZONS CASH	2,823.95	0.00	0.00	2,823.95
13400.101.0000	MBI CASH	1,257.94	0.00	0.00	1,257.94
13425.101.0000	LEO CLUB CASH	2,058.05	0.00	186.00	1,872.05
13450.101.0000	FORENSICS CLUB CASH	0.01	0.00	0.00	0.01
13500.101.0000	KNITTING CORNER CASH	323.76	113.40	92.07	345.09

BOZEMAN PUBLIC SCHOOLS

Cash Balances

Fiscal Year: 2017-2108

Date Range: 02/01/2018 - 02/28/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
13525.101.0000	AFTER SCHOOL CLUB CASH	128.04	0.00	0.00	128.04
14000.101.0000	PEER MEDIATION CASH	1,280.29	66.00	0.00	1,346.29
16000.101.0000	FRIENDS OF READING CLUB CASH	4,748.27	150.00	276.80	4,621.47
20300.101.0000	SCIENCE CLUB CASH	18.03	0.00	0.00	18.03
20301.101.0000	SCIENCE OLYMPIAD CLUB CASH	2,055.85	0.00	0.00	2,055.85
21100.101.0000	STUDENT AID CASH	1,753.64	108.00	259.97	1,601.67
21150.101.0000	YEARBOOK CASH	1,544.73	0.00	0.00	1,544.73
21200.101.0000	STUDENT COUNCIL CASH	3,793.19	212.00	117.41	3,887.78
21425.101.0000	SELECT CHOIR CASH	961.14	1,388.50	0.00	2,349.64
21476.101.0000	ECLECTIC STRING ORCHESTRA CASH	482.50	38.00	0.00	520.50
22310.101.0000	TEAM BISON CASH	1,291.28	2,691.00	2,517.11	1,465.17
22311.101.0000	TEAM ELK CASH	2,816.35	0.00	0.00	2,816.35
22312.101.0000	TEAM ABSAROKA CASH	3,860.13	0.00	0.00	3,860.13
22313.101.0000	TEAM BRIDGER CASH	1,953.40	0.00	0.00	1,953.40
22314.101.0000	TEAM MADISON CASH	2,288.63	2,548.00	3,103.93	1,732.70
22315.101.0000	TEAM JEFFERSON CASH	488.68	0.00	0.00	488.68
22316.101.0000	TEAM ANTELOPE CASH	408.23	657.00	0.00	1,065.23
22317.101.0000	TEAM YELLOWSTONE CASH	366.27	356.00	0.00	722.27
23000.101.0000	DRAMA CLUB CASH	263.46	0.00	0.00	263.46
23050.101.0000	OUTDOOR CLUB CASH	643.81	513.50	0.00	1,157.31
23100.101.0000	NEWSPAPER CLUB CASH	42.00	0.00	0.00	42.00
23200.101.0000	COMPUTER CLUB CASH	80.75	91.00	0.00	171.75
23250.101.0000	KNITTING CLUB CASH	178.44	0.00	20.48	157.96
23255.101.0000	LEGO ROBOTICS CLUB CASH	347.50	0.00	0.00	347.50
23300.101.0000	PHOTO LAB CLUB CASH	935.61	0.00	0.00	935.61
23400.101.0000	FOREIGN LANGUAGE CLUB CASH	2,005.66	983.00	167.30	2,821.36
23500.101.0000	HUMANITARIAN CLUB CASH	1,439.33	0.00	0.00	1,439.33
23501.101.0000	MBI STUDENT FUND CASH	692.01	255.00	35.96	911.05
25100.101.0000	PEER MEDIATION CASH	1,553.33	0.00	0.00	1,553.33
26001.101.0000	ART CLUB CASH	759.75	0.00	0.00	759.75
27000.101.0000	BOOK BUDDY CASH	(40.09)	0.00	8.99	(49.08)
27050.101.0000	ARCHERY CLUB CASH	0.00	222.50	0.00	222.50


BOZEMAN PUBLIC SCHOOLS

Cash Balances

Fiscal Year: 2017-2108

Date Range: 02/01/2018 - 02/28/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
28000.101.0000	BIKE CLUB CASH	22.00	284.25	0.00	306.25
29100.101.0000	MAINTENANCE CASH	10.63	0.00	0.00	10.63
		<u>117,145.11</u>	<u>41,677.03</u>	<u>25,615.61</u>	<u>133,206.53</u>
	End of Report				

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willett	Wilson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: OUT-OF-STATE 5TH GRADE
 FIELD TRIP & TRAVEL TO CODY AND
 POWELL, WYOMING

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED
 BY: Marilyn King,
 Deputy Superintendent Instruction

OTHERS
 INVOLVED: Mike Van Vuren, Principal; Danny Waldo,
 Teacher

DATA
 EXPANSION: Policy #2320

COST/FUND
 SOURCE: N/A

IMPLEMENTATION

ACTION: Elementary District ACTION
 Effective April 9, 2018

ISSUE:

Approval of out-of-state field trip to Wyoming

FACTS:

1. Hyalite Elementary School 5th graders, upon approval, would travel to Wyoming to visit the Buffalo Bill Center of the West Museum in Cody and the Heart Mountain Interpretive Center in Powell., May 31 – June 1, 2018.
2. Cost per Student: \$0.00 (this may go up to \$5.00 per student if busing cost is higher than anticipated).
3. Students will be chaperoned by teachers and parents with a 3:1 (students to adult) ratio.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the 5th grade trip to Wyoming be approved as presented.

INSTRUCTION

Field Trips and Travel

The district recognizes that field trips, when used as a device for teaching and learning, are integral to the curriculum and are an educationally sound and important ingredient in the instructional program of the schools. Such trips can supplement and enrich classroom procedures by providing learning experiences in an environment beyond the classroom.

The district also recognizes that field trips may result in lost learning opportunities in missed classes. Trustees do, therefore, endorse the use of field trips when the educational objectives achieved by the trip clearly outweigh any lost learning opportunities. The principal will be responsible to make the initial approval of the trip and by his/her signature, certifying that, in his/her judgment, the objectives achieved by the trip fully outweigh lost learning opportunities.

Field trips are defined as non-MHSA travel by vehicle away from the school premises under the supervision of a teacher, for the purpose of affording students a direct learning experience not available in the classroom.

Out-of-state and international field trips may be approved by the Board if the trip is a logical extension of an instructional program, has clear educational value, and sufficient funds can be raised for the trip. All out-of-state and international trips must be approved in advance by the Board prior to any contact with students, with exception of trips to Yellowstone National Park. Failure to comply with this provision will result in the trip being disapproved.

Unless specifically approved in advance, state-level participation in an activity does not grant permission to participate out of state.


Requests for out-of-state trips will be submitted for Board approval at least 30 days in advance of the trip. Requests for international trips will be submitted for Board approval at least 90 days in advance of the trip. Requests will include, to the extent available, estimates of total funds needed and the anticipated method of raising these funds. Any necessary information not supplied at the time of the initial request shall be provided immediately upon becoming available. Funds for these trips, including expenses for supervisors, must come from student fund raising or fees as provided by Policy #3530/3530P or from support groups as provided by #4222/4222P, or individual student/parent funds.

No staff member may solicit students during instructional time for any privately arranged field trip or excursion.

District employees and volunteers are encouraged to use commercial transportation, rental cars and vans, and as a last choice drive personal vehicles. The superintendent shall develop procedures which will promote the safe operation of field trips.

Cross Reference: Policy #3530, Student Fund Raising
Policy #5430/5430P/5430F, Volunteers

Adopted: 11/24/86 Rev. 7/27/87, 6/20/88, 6/22/92, 4/26/93, 5/27/97, 11/10/97, 6/8/98, 9/9/02

	Wilson	Willett	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: BID APPROVAL – MORNING STAR CANOPY
 CATEGORY: ACTION ITEM - CONSENT
 ORIGINATED BY: Todd Swinehart,
 Director of Facilities
 OTHERS INVOLVED: A&E Architects, AE Dynamics
 Matt Stark, Facilities Project Manager
 DATA EXPANSION: Bid Tabulation
 COST/FUND SOURCE: \$120,750.00 Elementary Building Reserve
 and Morning Star PAC

IMPLEMENTATION

ACTION: Elementary District ACTION
 Effective April 9, 2018

ISSUE:

Shall the Board of Trustees approve the bid and contract award to perform work associated with constructing a new shade canopy for the Morning Star Canopy project?

FACTS:

1. The project consists of constructing an overhead canopy structure on top of a newly poured concrete area adjacent to the playground to provide shade and seating area.
2. The Board approved the capital projects this year to fund the project with an architectural estimate of \$75,000 with matching funds share from the Morning Star PAC of \$75,000 for a total project budget of \$150,000.
3. The project was properly advertised for bids in March 2018 per MCA 20-9-204.
4. Seven bids were received March 30, 2018.

SUPERINTENDENT'S RECOMMENDATION:


It is recommended the Board accept the base bid and authorize administration to award a contract to AV Construction Inc., the apparent low bidder.


OTHER ALTERNATIVES:

1. Reject the bids
2. Modify alternates to be awarded
3. Cancel or delay project

DISCUSSION:

Morning Star faculty and staff, along with the Morning Star PAC had been discussing a shade structure similar to what Hyalite and Meadowlark Elementaries have for a few years. Currently there is nowhere for children to sit on or near the playground that provides some cover and shade. The Facilities Department agreed to a 50/50 split with the PAC to work towards the design and construction of a new shade canopy structure. This work will consist of relocating one subsurface drywell, pouring a new concrete pad and constructing an overhead canopy made of steel.

	Bozeman School District #7						
	Morning Star Elementary Shade Canopy						
	Bids Due - Friday, March 30, 2018						
	BID NO. 1	BID NO. 2	BID NO. 3	BID NO. 4	BID NO. 5	BID NO. 6	BID NO. 7
Contractor:	Ingram Clevenger, Inc	AV Construction, Inc	Lutey Construction	R&R Taylor	Battle Ridge Builders	Kruse Enterprises, Inc.	Jackson Contractor Group
Included Bid Bond (y/n)	Y	Y	Y	Y	Y	Y	Y
Acknowledged Addendum No. 1 (y/n)	N	Y	Y	Y	Y	Y	Y
Base Bid:	\$ 121,900.00	\$ 120,750.00	\$ 127,200.00	\$ 135,735.00	\$ 129,000.00	\$ 149,370.00	\$ 210,265.00
Alternate Bid #1:							
Modification to Base Bid							
Modification to Alternate Bid #1							
Total Bid:	\$ 121,900.00	\$ 120,750.00	\$ 127,200.00	\$ 135,735.00	\$ 129,000.00	\$ 149,370.00	\$ 210,265.00

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: BID APPROVAL – LONGFELLOW FRONT ENTRY IMPROVEMENTS
CATEGORY: ACTION ITEM - CONSENT
ORIGINATED BY: Todd Swinehart
 Director of Facilities
OTHERS INVOLVED: City of Bozeman, Design 5,
 Matt Stark, Facilities Project Manager
DATA EXPANSION: Bid Tabulation
COST/FUND SOURCE: \$203,117.50 Elementary Building Reserve

IMPLEMENTATION

ACTION: Elementary District ACTION
 Effective April 9, 2018

ISSUE:

Shall the Board of Trustees approve the bid and contract award to perform excavation and concrete work for the Longfellow Front Entry Improvements project?

FACTS:

1. The project consists of improving circulation, access and drainage at both North and South front entries along S Tracy Avenue.
2. The Board approved the capital projects this year to fund the project with an architectural estimate of \$175,000.
3. The project was originally proposed as an addition to scope of work already occurring at Longfellow during Summer 2017.
4. The quote received was \$20,000 over budget and at that point in the season the work would have been too great to complete before school started.
5. The City of Bozeman and BSD7 discussed combining the Longfellow project with the S. Tracy improvements that the City was planning to undertake summer 2018. Those meetings/discussions took place in November and December 2017.
6. The City of Bozeman agreed to add the Longfellow project to their S Tracy reconstruction project as an additive alternate.
7. The project was properly advertised for bids in March 2018 per City of Bozeman Statutory Requirements.
8. Three bids were received March 28, 2018.
9. Omdahl Excavation & Utilities, Inc. was the apparent low bidder for the overall project. While they were the highest bidder on Additive Alternate #1 (Longfellow project), Omdahl agreed to work with BSD7 to bring the cost down to align with the lowest bid for Additive Alternate #1. Omdahl's Additive Alternate #1 bid was \$203,117.50.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board accept the base Bid and authorize administration to award a contract to Omdahl Excavation & Utilities, Inc., contingent on them meeting, or coming in less than, the lowest bidder.

OTHER ALTERNATIVES:

1. Reject the bids
2. Modify alternates to be awarded
3. Cancel or delay project.

DISCUSSION:

Longfellow Elementary has been in need of some site renovations for some time. Due to the condensed playground area and natural site topography, the building has struggled to maintain a healthy turf surface for the children. This work would consist of regrading and placing new concrete to help control snow melt, surface runoff, site circulation, ADA accessibility and space for children and parents in the mornings and afternoons.

City of Bozeman BID - 2018 South Tracy Avenue Reconstruction Project

NAME & ADDRESS	CONTRACTOR REG. NO.	NON- DISCRIMINATION AFFIRMATION	BID BOND	ACKNOWLEDGE ADDENDUM	TOTAL BASE BID	ADDITIVE ALTERNATE 1	
Omdahl Excavation & Utilities, Inc. 659 Morning Mist Rd. Manhattan, MT 59741	37068	Yes	Yes	Yes	\$2,130,572.50	\$203,117.50	
Knife River-Belgrade PO Box 9 Belgrade, MT 59714	10089	Yes	Yes	Yes	\$2,531,539.50	\$185,187.00	
CMG Construction, LLC 602 South Ferguson, Suite #6 Bozeman, MT 59718	232280	Yes	Yes	Yes	\$3,323,000.00	\$200,201.00	

These bids were opened and read before the undersigned at 2:00 PM on Wednesday, March 28, 2018.

Kellen Gamradt
Kellen Gamradt
Engineering Inspector

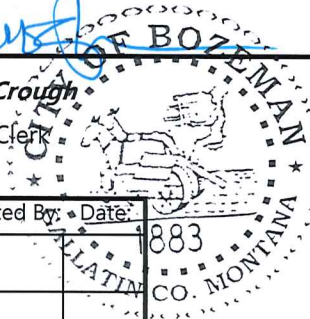
Robin Crough
Robin Crough
City Clerk

Brenda Sweeney
Brenda Sweeney
Deputy City Clerk


Bid Check:

Delivered to Finance: Accepted By: Date:

1			
2			
3			
4			



BOZEMAN^{MT}
City Clerk

	Wilson	Willeit	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: SUPERINTENDENT'S REPORT

CATEGORY: SUPERINTENDENT'S REPORT

ORIGINATED
BY: Rob Watson,
Superintendent

OTHERS
INVOLVED: N/A

DATA
EXPANSION: None


COST/FUND
SOURCE: N/A

IMPLEMENTATION

ACTION: None
April 9, 2018

DISCUSSION:

The Superintendent will normally give a brief oral report on miscellaneous items of interest to the District.

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: REQUESTS, CALENDAR, CONCERNS, REPORTS, FUTURE AGENDA ITEMS AND OPEN MEETING TOPICS FOR NEXT MEETING

CATEGORY: BOARD OF TRUSTEES

ORIGINATED BY: N/A

OTHERS INVOLVED: N/A

DATA EXPANSION: Trustee Calendar

COST/FUND SOURCE: N/A


IMPLEMENTATION

ACTION: No official action required.
April 9, 2018

DISCUSSION:

This agenda item will offer the opportunity for Board Members to present items they would like discussed in the open session of the next regular meeting or to make requests, express concerns, give reports, and discuss calendar items.

- Superintendent's Evaluation Report

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willeit	Wilson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

CATEGORY: PUBLIC PARTICIPATION

ORIGINATED BY: Board of Trustees

OTHERS INVOLVED: N/A

DATA EXPANSION: None


COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: No official action required.

DISCUSSION:

This agenda item will offer the opportunity for a public input period: Members of the community are given an opportunity to make brief comments to the Board on any matters not included in the agenda.

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willet	Wilson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: SELECTION OF CONSULTANT –
RENOVATIONS AND IMPROVEMENTS
FOR BOZEMAN HIGH SCHOOL

CATEGORY: ACTION ITEM - SINGULAR

ORIGINATED
BY: Todd Swinehart,
Director of Facilities

OTHERS
INVOLVED: Interview Selection Committee

DATA
EXPANSION: None

COST/FUND
SOURCE: High School District Bond Revenue

IMPLEMENTATION

ACTION: Elementary and High School District ACTION
Effective April 9, 2018

ISSUE:

Shall the Board of Trustees approve the selection of CTA Architects Engineers, as recommended by the Interview Selection Committee, to provide Architectural and Engineering services for the renovations and improvements for Bozeman High School and authorize administration to enter into a contract with the recommended firm?

FACTS:

1. The Requests for Qualifications (RFQ) was advertised in the Bozeman Daily Chronicle, to solicit interest from consulting firms on February 7, 11, 14 and 28th, 2018.
2. The Statement of Qualifications (SOQ) submission date was February 22, 2018, and the District received responses from two firms: Comma-Q Architecture and CTA Architects and Engineers. With all firms being equally qualified, it was decided to forgo the screening process and proceed with interviews.
3. Interviews were held on March 29, 2018 and the committee received a project specific presentation from each firm.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board approve the selection of CTA Architects Engineers, as recommended by the Interview Selection Committee, to provide Architectural and Engineering services for the renovations and improvements for Bozeman High School and authorize administration to enter into a contract with the recommended firm.

OTHER ALTERNATIVES:

1. Do not approve the recommended firm and/or request further interviews.


DISCUSSION:

The Statement of Qualifications (SOQ) from each firm was developed specifically around the indicated project's scope of work for the redevelopment and improvements for the proposed work at Bozeman High School.

The Interview Selection Committee evaluated the firms on their presentation and responses to a standard list of questions. Specific attention was focused on the individual firm's approach towards understanding and addressing the needs as it relates to the proposed renovations at Bozeman High School given the budgetary and time considerations.

The Interview Selection Committee recommends that the Board approve the selection of CTA Architects Engineers for this project. Upon Approval, the District will negotiate an agreement for services. Should negotiations for the project with not be successful, it is recommended that the Board authorize administration to proceed to the next qualified architect firm – Comma-Q Architecture.

While both firms presented excellent qualifications and experience, CTA Architects Engineers was ultimately recommended by the selection committee as being the best-qualified firm for a project of this nature.

	Wilson	Willeit	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
Motion								
Second								
Ayes								
Nays								
Abstain								

TITLE: 2018 SCHOOL ELECTION INFORMATION
 CATEGORY: DISCUSSION AND REPORTS
 ORIGINATED BY: Steve Johnson, Deputy Superintendent Operations
 OTHERS INVOLVED: Rob Watson, Superintendent; Mike Waterman, Director of Business Services/District Clerk
 DATA EXPANSION: Election Brochure
 COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: Elementary and High School District DISCUSSION
 April 9, 2018

DISCUSSION:

Administration will discuss plans for informing the public about the issues on the upcoming School Election ballot. The date of the mail ballot election is May 8, 2018 with ballots being mailed on April 23, 2018.

Bozeman School District #7

Election Information

May 8, 2018



On behalf of the students in Bozeman Public Schools and our Board of Trustees, we hope you will study the issues and cast your ballot.

Quality Bozeman Education!

Voter Information

- April 23, 2018 – Ballots mailed by County Election Office.
- May 8, 2018 – Election Day – Ballots due by 8:00 pm.

Ballots may be returned to:

<u>Location</u>	<u>Office Hours</u>	<u>Election Day Hours</u>
County Election Office	8:00am–5:00pm	7:00am–8:00pm
311 West Main, Room 210	Monday – Friday	

Ballots may be returned in person or by mail (50 cent or Forever stamp). Please allow enough time for delivery prior to the May 8, 2018 deadline.

For More Information

Visit our website: www.bsd7.org/our_district/2018election

- or contact -

Superintendent Robert Watson at Robert.Watson@bsd7.org 406-522-6001
or Deputy Superintendent Operations Steve Johnson at
Steve.Johnson@bsd7.org 406-522-6042

What Issues Will Appear on the Ballot?

On May 8, Bozeman School District voters will decide on trustee candidates, General Fund levies, and the acquisition of additional elementary school sites. This brochure explains the details of each issue.

Trustee Election

There are three Elementary and one High School Only Trustee seats open this year. Incumbents Douglas Fischer, Gary Lusin, and Wendy Tague along with challenger Gary McGowan have filed for the three open Elementary seats. Incumbent Sandy Wilson is the only candidate who filed for the High School District seat.

Annual General Fund Operating Levies

Montana law requires voter approval for any increase to the amount of “over-base” taxes levied, regardless of the impact on the number of mills levied. The Trustees are requesting General Fund operating levy increases that allow the greatest purchasing power (budget authority) for programs and personnel.

High School Annual General Fund Operating Levy (\$163,000)

Tax increase would be approximately \$0.74 annually for a home with an assessed market value of \$100,000. (Assessed market value is generally less than the market price of a home in the Bozeman area.)

Elementary Annual General Fund Operating Levy (\$291,000)

Tax increase would be approximately \$2.16 annually for a home with an assessed market value of \$100,000.

Estimated Total Tax Impact

Pursuant to law, the ballots indicate the expected isolated cost of each individual levy request. However, factors in addition to these requests determine the net taxpayer impact:

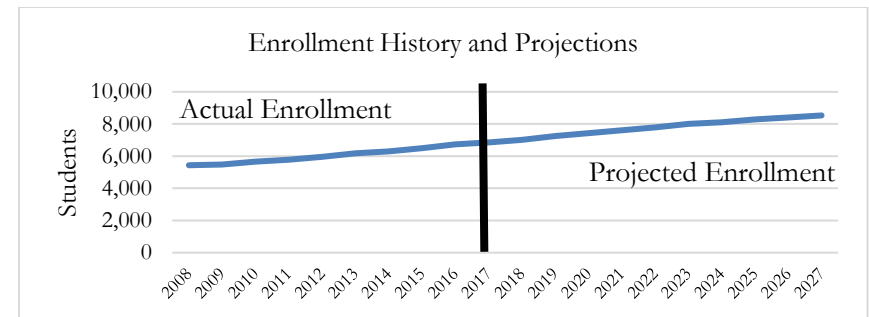
<u>As Stated on the Ballot:</u>	Est. Mills	Annual Tax Impact on a \$100,000 home
High School General Fund Over-Base (Voted)	0.55	\$0.74
Elementary General Fund Over-Base (Voted)	1.60	\$2.16
Subtotal - Voted Levies on May 8 Ballot	2.15	\$2.90

Offsets Not Shown on Ballot:

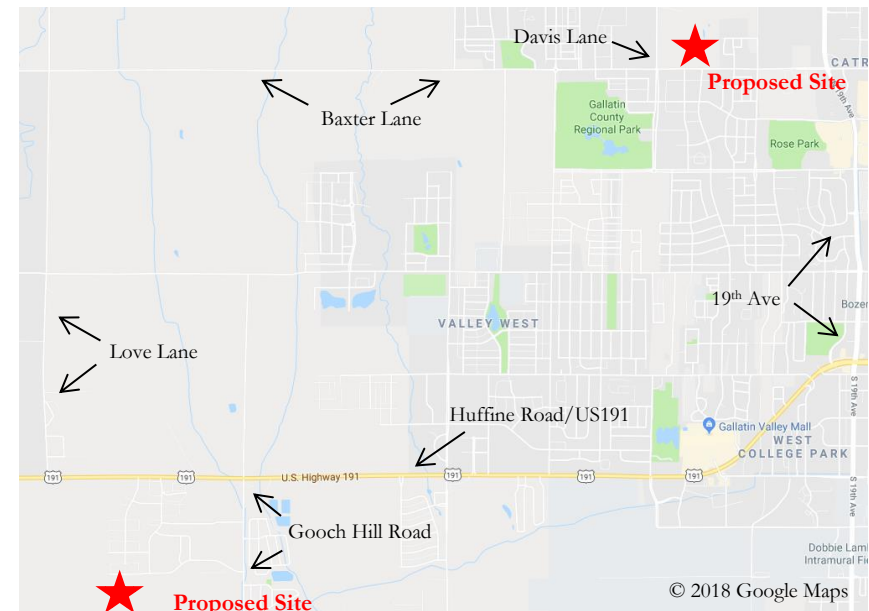
Although it cannot be stated on the ballot, the District expects other changes will offset this proposed General Fund increase. Specifically, the threshold for the state’s Guaranteed Tax Base Aid subsidy will increase next year. This change will reduce the local taxes needed to support the General Fund BASE budgets. As a result of this change and growth in the District’s tax base, the District does not expect an overall net increase in the General Fund levies next year.

Elementary Site Acquisitions

The Bozeman School District’s enrollment continues to grow. Current projections indicate K-5 enrollment will exceed our facility capacity in 2021:



To accommodate anticipated enrollment growth, the Trustees have identified two locations for potential future elementary schools. As the map below shows, one 20-acre site lies near the northeast corner of Baxter and Davis Lanes; the second 10-acre site lies south of Huffine between Gooch Hill Road and Love Lane (extended) in the Woodland Park subdivision:



These sites will both be purchased with existing district funds obtained from the sale of other district property. Even though we will not be asking the taxpayers for funds, Montana law requires schools to obtain voter approval prior to purchasing a new school site.

FUTURE BOARD MEETINGS AND OTHER IMPORTANT DATES

April 23, 2018	Special Board Meeting
May 8, 2018	Annual School Election
May 14, 2018	Regular Board Meeting
June 11, 2018	Regular Board Meeting



Bozeman School District #7

2017-18 TRUSTEE COMMITTEE APPOINTMENTS

Board of Trustee Standing Committees

Long Range Strategic Planning (LRSP) Committee

Trustees

Heide Arneson
Douglas Fischer
Greg Neil

Long Range Facilities Planning (LRFP) Committee

Trustees

Gary Lusin
Wendy Tague
Sandy Wilson

District Safety Committee

Trustees

Tanya Reinhardt
Sandy Wilson

Board of Trustee as Needed Committees

Budget Committee

Trustees

Heide Arneson
Douglas Fischer

Teacher (BEA) Negotiations Committee

Trustees

Gary Lusin
Heide Arneson
Sandy Wilson

Trustee Representation on Committees/Councils Associated with BSD #7

Bozeman Schools Foundation (BSF)

Trustees

Sandy Wilson
Heide Arneson, Alternate
Gary Lusin
Heide Arneson
Gary Lusin, Municipal Director
Heide Arneson, Delegate
Tanya Reinhardt, Delegate
Sandy Wilson, Delegate
Wendy Tague, Alternate

Wellness Advisory (WAC)

Indian Education For All (IEFA)

MTSBA Municipal Director and Delegates

School Liaisons

Bozeman High School
Bridger Alternative Program
Chief Joseph Middle School
Sacajawea Middle School
Emily Dickinson Elementary School
Hawthorne Elementary School
Hyalite Elementary School
Irving Elementary School
Longfellow Elementary School
Meadowlark
Morning Star Elementary School
Whittier Elementary School

Sandy Wilson
Sandy Wilson
Heide Arneson
Tanya Reinhardt
Heide Arneson
Wendy Tague
Douglas Fischer
Douglas Fischer
Andy Willett
Wendy Tague
Gary Lusin
Greg Neil



BOZEMAN SCHOOL DISTRICT #7 LONG RANGE STRATEGIC PLAN

Core Purpose

“Bozeman Public Schools exist to provide an outstanding education that inspires and ensures high achievement so every student can succeed and make a difference in a rapidly changing world community.”

Core Values

- ✓ **High Student Achievement:** We are committed to ensuring that all students achieve at high levels.
- ✓ **Committed, Quality Staff:** We employ and retain well qualified and talented staff members who demonstrate a commitment to the core purpose of the District.
- ✓ **Community and Family Engagement:** We believe that parents and the community are essential contributors in the achievement of our goals.
- ✓ **Climate:** We operate in a climate of respect, honesty and hard work, recognizing the need to be adaptable and open to change.
- ✓ **Fiscal Responsibility:** We are fiscally responsible in the management and expenditure of all District resources.
- ✓ **Decision Making:** We rely on best practices research to guide our decision-making.

Big Audacious Goal – Envisioned Future

“The Bozeman Public School District is widely recognized as a vibrant, flexible and progressive educational system that generates student excellence and engages students to succeed and positively contribute in a global community.”

Goals of the Bozeman Public School District

Goal Area 1: Academic Performance: Every student meets or exceeds the high academic standards of the Bozeman Public School District.

Goal Area 2: Operations and Capacity Building: District operations, facilities and human resources support an efficient and progressive educational system.

Goal Area 3: Community Engagement and External Relations: Bozeman Public Schools has created an environment in which parents, community, legislators and all education stakeholders are supportive, engaged, and contribute to successfully educate our students.

Goal Area 4: Student Success/Safety/Health/Welfare: Bozeman Public Schools has effective systems in place for students to learn and staff to work in a safe and healthy environment.

Bozeman School District #7

BOARD REOCCURRING CALENDAR



JULY

- LRSP Annual Report
- Learning Materials Review Committee
- Set Health and Dental Insurance Price Tags
- Supplemental Book Adoption-One Book-One Bozeman and Bozeman Schools Foundation

AUGUST

- Opening School Activities
- Approve Final Budgets (on 2nd Monday)
- Begin budget process for following year

SEPTEMBER

- One Book-One Bozeman Participation
- LRSP Implementation Framework and Reporting
- Board Luncheon LRSP Reports

OCTOBER

- Attend Montana School Boards Association Annual Meeting
- Board Luncheon LRSP Reports

NOVEMBER

- LRSP: Annual Facilities Master Plan Review
- Preliminary Enrollment and Projection Reports
- Board Luncheon LRSP Reports

DECEMBER

- Bozeman High School New Course Proposals
- Hold Board/Employee Holiday Celebration
- Annual Facilities Master Plan Adoption

JANUARY

- CAFR and Audit Report for prior year
- Consider MHSA Resolutions
- Building Reserve Allocation
- Evaluate the Superintendent

FEBRUARY

- School District Calendar Approval

MARCH

- Call for Annual School Elections
- National Merit Awards
- Hold Budget Review Meetings
- Professional Development Plan Approval
- Board Resolution for Screen Free Week
- Out of State Field Trips and Travel
- Budget Discussion Referencing Staffing

APRIL

- National School Boards Association Annual Conference
- Hold Budget Review Meetings
- Teacher Appreciation Week
- District Technology Plan Approval
- RIF Notification
- Set Special Levy Amounts if Levy Election is in May

MAY

- Approve or Non-renewal of Teachers
- Hold Trustee Election (first Tuesday following first Monday)
- Reorganize the Board and Recognize Retiring Members
- Consider MSBA Resolutions
- Administrator Compensation Policy
- Federal Grant Applications
- Appointment of Bozeman Public Schools Foundation Directors

JUNE

- Recognize Retiring Staff

MONTH VARIES

- Approve Employee Contracts
- Consider Policy Changes
- LRSP Mega Issues Dialogues
- Approve Curriculum Adoptions
- Approve Instructional Material Purchases
- Approve Memorandum of Understanding for Services

BOARD OF TRUSTEES

- Andy Willett, Chair
- Heide Arneson, Vice Chair
- Douglas Fischer
- Gary Lusin
- Greg Neil
- Tanya Reinhardt
- Wendy Tage
- Sandra Wilson

ACRONYMS AND INITIALS

AASA	American Association of School Administrators
AFT	American Federation of Teachers
ANB	Average Number Belonging
ARRA	American Reinvestment and Recovery Act
BEA	Bozeman Education Association
BCEA	Bozeman Classified Employees Association
CA	Communication Arts
CIA	Curriculum, Instruction & Assessment Committee
CLT	Curriculum Leadership Team
CRT	Crisis Response Team
CRT	Criterion-Referenced Test
CSCT	Comprehensive School Community Treatment
DARE	Drug Abuse Resistance Education
Dibels	Dynamic Indicators of Basic Early Literacy
DRP	Degrees of Reading Power
ELE	Essential Learning Expectations
ELL	English Language Learners
FAPE	Free Appropriate Public Education
IC	Instructional Cabinet
IDEA	Individuals with Disabilities Educational Act
IDEA-Part B	Individuals with Disabilities Educational Act K-12
IEP	Individualized Education Program. A written statement of a handicapped child's education program, required by federal law and state regulations
LEA	Local Education Agency
MAEMSP	Montana Association of Elementary and Middle School Principals
MASS	Montana Association of School Superintendents
MASBO	Montana Association of School Business Officials
MASSP	Montana Association of Secondary School Principals
MBI	Montana Behavior Initiative
MEA-MFT	Montana Education Association – Montana Federation of Teachers
Moodle	Modular Objective-Oriented Dynamic Learning Environment. A free web application educators can use to create effective online learning sites.
MTSBA	Montana School Boards Association
NAESP	National Association of Elementary School Principals
NASSP	National Association of Secondary School Principals
NCLB	No Child Left Behind
NEA	National Education Association
NSBA	National School Boards Association
OCR	Owner's Construction Representative
OPI	Office of Public Instruction
OT	Occupational Therapy
PD	Professional Development
PIR	Pupil Instruction Related
PLC	Professional Learning Community
PT	Physical Therapy
RII	Response to Intervention
QUAD A	Association of AA Administrators (Superintendents)
SAC-B	Superintendent's Advisory Council - Business
SAC-C	Superintendent's Advisory Council - Classified
SAC-P	Superintendent's Advisory Council - Parents
SAC-T	Superintendent's Advisory Council - Teachers
SAM	School Administrators of Montana. "Umbrella" organization for all Montana administrative leadership groups: MASS, MASSP, MAEMSP
SAT	Student Assistance Team
SEA	State Education Agency
SEPTA	Special Education Parent Teacher Association
UBD	Understanding by Design
VCDP	Voluntary Career Development Plan
VCOP	Voluntary Career Option Plan
WAC	Wellness Advisory Committee

SPECIAL EDUCATION IMPAIRMENTS

AU	Autism	LD	Learning Disability
CD	Cognitive Delay	OH	Other Health Impairment
DE	Deafness	OI	Orthopedic Impairment
DB	Deaf/Blindness	TB	Traumatic Brain Injury
DD	Developmental Delay	SL	Speech/Language Impaired
ED	Emotional Disturbance	VI	Visually Impaired
HI	Hearing Impairment		

Bozeman Public Schools

Calendar 2017-2018

July S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	September S M T W Th F S 1 2 3 4 K 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	October S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
November S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	December S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	January S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
March S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	April S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	May S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

DATES TO REMEMBER

Aug 24 - 28	K-12 PIR Days (School Not In Session)
Aug 29	School Begins 1-12
Sep 4	Labor Day Holiday
Sep 5	K Full Day Begins
Oct 2 - 3	K-5 P/T Conferences (No School K-5)
Oct 19 - 20	Flexible PIR Days (No School K-12)
Nov 22 - 24	Thanksgiving Holiday
Nov 27	K-12 PIR Day (No School K-12)
Dec 21 - Jan 2	Winter Break
Jan 22	K-12 PIR Day (No School K-12)
Jan 23	9-12 PIR Day (No School 9-12)
Feb 19	Presidents' Day Holiday
Mar 12 - 16	Spring Break
Apr 12	K-5 P/T Conferences 6-8 PIR Day (No School K-8)
Apr 13	K-5 P/T Conferences K-12 PIR Day (No School K-12)
May 25	K-12 PIR Day (No School K-12)
May 28	Memorial Day Holiday
Jun 3	Graduation!
Jun 7	Last Day Of School Students Released @ 12:45

GRADING PERIODS

K-5:	Jan 19 Jun 7
6-8:	Nov 21 Mar 2 Jun 6
9-12:	Per 1 - Oct 6 Per 2 - Nov 22 1st Sem - Jan 19 Per 1 - Mar 2 Per 2 - Apr 20 2nd Sem - Jun 7

SYMBOL CODES

	Dist. Flexible PIR Days (No School)
	K-12 PIR (No School K-12)
	K-5 P/T Conf (No School K-5)
	K-8 PIR (No School K-8)
	9-12 PIR (No School 9-12)
	Holiday and/or Break
	School Begins
	School Ends
K	Kindergarten Starts

With the approval of this calendar, the Board of Trustees, in commemoration of Martin Luther King Day (January 15, 2018), is directing that all teachers (K-5) and all social studies teachers (6-12) take action in class to recognize and celebrate the principles for which Martin Luther King stood.