

AGENDA #7  
BOZEMAN SCHOOL DISTRICT NO. 7  
WILLSON BOARD ROOM  
FRIDAY December 1, 2017 – 12:00 p.m.

12:00 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.

ACTION ITEMS - CONSENT

High School District

1. 2018-19 Curriculum Guide Changes for Bozeman High School
2. Application for Anticipated Unusual Enrollment Increase

Both Districts

8. New Policy #3126, Military Compact Waiver, 2<sup>nd</sup> Reading

Elementary District

13. Application for Anticipated Unusual Enrollment Increase
19. Longfellow Elementary School Long Range Strategic Plan (LRSP) Report
20. Emily Dickinson Elementary School Long Range Strategic Plan (LRSP) Report
21. Morning Star Elementary School Long Range Strategic Plan (LRSP) Report

SUPERINTENDENT'S REPORT

22. Superintendent's Report

BOARD OF TRUSTEES

23. Requests, Calendar, Concerns, Reports, Future Agenda Items and Open Meeting Topics for Next Meeting

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

24. 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


25. High School #2 - Planning and Approval of Individual Items to Allow the Project to Stay on Schedule

DISCUSSION AND REPORTS

79. Property Tax Overview

ADJOURN

Public comment can be submitted electronically to [trustees@bsd7.org](mailto:trustees@bsd7.org)

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: 2018-19 CURRICULUM GUIDE  
CHANGES FOR BOZEMAN HIGH  
SCHOOL

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED  
BY: Marilyn King,  
Deputy Superintendent Instruction

OTHERS  
INVOLVED: Kevin Conwell, BHS Principal; Erica  
Schnee, BHS Assistant Principal;  
BHS Department Chairs

DATA  
EXPANSION: N/A

COST/FUND: No net cost

#### IMPLEMENTATION

ACTION: High School District ACTION  
Effective December 1, 2017

#### ISSUE:


Approval of new course names and course description revisions for Bozeman High School.

#### FACTS:

- There are no new Bozeman High School courses or course descriptions proposed for the 2018-19 school year.
- There are some minor changes proposed by departments and approved by the Bozeman High School and Central Office administration:
  - Name change for Firenze II to Symphony Orchestra
  - Removal of Applied classes from Special Education section due to change in that program (now a push-in model instead of a pull-out model). This program change occurred last year and the Curriculum Guide should reflect this new practice.
  - Addition of World Language dual credit option for Level 4 and AP classes.
- All courses are dependent on sufficient number of students requesting the course and availability of funds for course materials.
- These revisions and additions support Goal Area 1, Academic Performance, of the Long Range Strategic Plan: Each student meets or exceeds the high academic standards necessary for college and career readiness.

#### SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board of Trustees approve these changes as presented.

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: APPLICATION FOR ANTICIPATED UNUSUAL ENROLLMENT INCREASE

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED BY: Mike Waterman,  
Director of Business Services

OTHERS INVOLVED: Steve Johnson,  
Deputy Superintendent Operations

DATA EXPANSION: Enrollment Increase Calculation, OPI form PAA-3

COST/FUND SOURCE: N/A

#### IMPLEMENTATION

ACTION: High School District ACTION  
Effective December 1, 2017

#### ISSUE:

Shall the Board apply for an Anticipated Unusual Enrollment Increase as the basis for funding its 2018-19 High School General Fund Budget?

#### FACTS:

1. High School District enrollment has been increasing each year since 2010.
2. Districts expecting an enrollment increase exceeding the lesser of four percent or 40 students may apply for an Anticipated Unusual Enrollment Increase in accordance with 20-9-311 and 20-9-314, MCA as amended in the 2013 legislative session by SB175.
3. Administration expects 9-12 enrollment to increase by 55 students by the October 1, 2018 enrollment count.
4. The increased ANB resulting from the enrollment increase in excess of four percent or forty students will drive the ensuing year (2018-19) budget.
5. The increased ANB will result in additional High School General Fund spending authority. That spending authority will be financed through higher permissive local property taxes, higher voted levy authority, and additional state funding.
6. If a District applies for an Anticipated Unusual Enrollment Increase but the enrollment increase does not materialize, the District would lose the state funding resulting from the portion of the projected increase that did not materialize. Additionally, any overpayment in taxes resulting from an unmaterialized anticipated enrollment increase must be used to reduce the General Fund levy in the ensuing school year.

#### SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Trustees apply for an Anticipated Unusual Enrollment Increase of 55 students grades 9-12.

#### OTHER ALTERNATIVES:

1. Apply for an Anticipated Unusual Enrollment Increase for a different enrollment count.
2. Do not apply for an Anticipated Unusual Enrollment Increase.

#### DISCUSSION:

School General Fund operating budgets are determined by applying legislatively-determined rates to a series of factors. Of these factors, enrollment is the single most important for determining school General Fund budgets.

SB175 from the 2013 legislative session granted additional funding to districts with enrollment increases exceeding the lesser of four percent or 40 students. Districts may either anticipate enrollment increases or wait for them to actually happen. Anticipating enrollment increase affords Districts access to higher spending authority, but involves some risk. Specifically, schools must repay state funding granted and reappropriate excess tax amounts received for any portion of the anticipated enrollment increase that does not materialize.

We estimate the Anticipated Unusual Enrollment Increase will generate an additional \$107,732 in spending authority for Bozeman High School. That amount is projected to be funded as follows:

Funding Source	Projected Increase Due to Anticipated Unusual Enrollment Increase
State Funding/Non-Levy Revenue	\$ 57,999
Permissive (i.e., unvoted) Local Property Tax Levy	\$ 27,710
Voted Local Property Tax Levy	\$ 22,023
Total Additional Spending Authority	\$ 107,732

**Bozeman Public Schools**

Enrollment Projections

**Cohort Survival Calculated over 3 Years**

October 1,

Grade	CSR	Actual Enrollment										Projected Enrollment									
		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
4-yr old K	-	-	-	-	-	-	-	-	21	31	-	36	36	36	36	36	36	36	36	36	36
5-yr old K	101.50%	439	451	433	501	458	528	520	504	521	497	525	541	557	565	573	582	591	600	609	618
1	103.58%	443	439	472	448	505	462	521	525	531	544	515	544	560	577	585	594	603	612	621	631
2	100.90%	394	426	462	468	439	526	463	528	542	521	549	520	549	565	582	590	599	608	618	627
3	102.40%	379	398	444	443	491	452	513	484	546	538	534	562	532	562	579	596	604	613	623	633
4	101.84%	398	383	416	442	457	481	445	532	483	557	548	544	572	542	572	590	607	615	624	634
5	100.35%	365	396	396	415	451	458	484	443	530	492	559	550	546	574	544	574	592	609	617	626
PreK-5 Total		2,418	2,493	2,623	2,717	2,801	2,907	2,946	3,037	3,184	3,149	3,266	3,297	3,352	3,421	3,471	3,562	3,632	3,693	3,748	3,805
6	103.09%	413	380	417	408	415	467	469	489	462	551	507	576	567	563	592	561	592	610	628	636
7	102.94%	360	403	392	410	420	426	493	490	489	482	567	522	593	584	580	609	577	609	628	646
8	100.82%	392	384	406	397	416	423	413	493	489	502	486	572	526	598	589	585	614	582	614	633
6-8 Total		1,165	1,167	1,215	1,215	1,251	1,316	1,375	1,472	1,440	1,535	1,560	1,670	1,686	1,745	1,761	1,755	1,783	1,801	1,870	1,915
PreK-8 Total		3,583	3,660	3,838	3,932	4,052	4,223	4,321	4,509	4,624	4,684	4,826	4,967	5,038	5,166	5,232	5,317	5,415	5,494	5,618	5,720
9	122.22%	485	467	495	506	530	556	543	526	590	585	614	594	699	643	731	720	715	750	711	750
10	98.22%	483	473	450	468	486	491	522	537	526	565	575	603	583	687	632	718	707	702	737	698
11	95.20%	439	454	443	448	457	467	449	496	512	501	538	547	574	555	654	602	684	673	668	702
12	99.03%	446	427	430	422	436	449	459	437	490	517	496	533	542	568	550	648	596	677	666	662
9-12 Total		1,853	1,821	1,818	1,844	1,909	1,963	1,973	1,996	2,118	2,168	2,223	2,277	2,398	2,453	2,567	2,688	2,702	2,802	2,782	2,812
PreK-12 Total		5,436	5,481	5,656	5,776	5,961	6,186	6,294	6,505	6,742	6,852	7,049	7,244	7,436	7,619	7,799	8,005	8,117	8,296	8,400	8,532
# Change			45	175	120	185	225	108	211	237	110	197	195	192	183	180	206	112	179	104	132
% Change			0.83%	3.19%	2.12%	3.20%	3.77%	1.75%	3.35%	3.64%	1.63%	2.88%	2.77%	2.65%	2.46%	2.36%	2.64%	1.40%	2.21%	1.25%	1.57%
Avg. CSR	102.47%																				



## PAA3 - APPLICATION FOR ADDITIONAL ANB

DISTRICT: Bozeman High School  
 LEGAL ENTITY: 0351  
 COUNTY NAME: Gallatin

This form provides the Office of Public Instruction with the necessary information to approve additional Average Number Belonging (ANB) used for calculating BASE funding amounts. Applicable instructions and definitions follow.

### GENERAL INFORMATION

Additional approved ANB is used in the funding formula to account for special circumstances.

### WHO MUST RESPOND

All public elementary, high school and K-12 districts which request approval of additional ANB for funding purposes must submit this form to the Superintendent of Public Instruction. Section 20-9-313, MCA list the conditions when a district is eligible to apply for additional ANB.

### RETURN OF COPIES – DUE DATE

School districts requesting additional ANB must submit this form to the county superintendent who will transmit a signed, certified original to the Superintendent of Public Instruction by June 1 for the specific requested circumstance.

### DEFINITIONS

*Average Number Belonging (ANB):* A number which reflects the average school membership. ANB is used primarily for funding purposes. NOTE: ANB is calculated by determining the average adjusted enrollment on the first Monday in October and the first Monday in February, times the total pupil instruction (PI) and pupil instruction related (PIR) days divided by 180. Three-year average ANB is calculated by adding current year ANB and two prior years' ANB and dividing by three.

### ASSISTANCE

Technical questions regarding specific data items on this form may be directed to Nica Merala at (406) 444-4401 or [nmerala@mt.gov](mailto:nmerala@mt.gov).

CERTIFICATION – I do hereby certify that the data included with this application are complete to the best of my knowledge

Printed Name Board Chairperson Andy Willett	Signature	Date 11/27/2017
Printed Name County Superintendent Matthew Henry	Signature	Date

## APPLICATION FOR ADDITIONAL ANB

### Instructions

- Enter the requested enrollment increase by category.
  - Explain the circumstances that justify the additional ANB request. Attach additional explanation as necessary.
1. OPENING OR REOPENING OF AN ELEMENTARY SCHOOL.  
*Procedure: 20-6-502 and 20-9-313(1) MCA*
    - A. Proposed date of opening or reopening of elementary school:
    - B. County superintendent estimate of enrollment for new or reopening school for ensuing year:
      - i. K-6:
      - ii. 7-8:
    - C. Basis for estimate of enrollment increase (clearly explain or attach documentation):
  2. OPENING OR REOPENING OF A MIDDLE SCHOOL  
*Procedure: 20-6-507 and 20-9-313(1) MCA*
    - A. Proposed date of opening or reopening of middle school:
    - B. County superintendent estimate of enrollment for new or reopening school for ensuing year:
      - i. 4-6:
      - ii. 7-8:
    - C. Basis for estimate of enrollment increase (clearly explain or attach documentation):
  3. OPENING OR REOPENING OF A HIGH SCHOOL  
*Procedure: 20-6-503 through 20-6-505 and 20-9-313(2) MCA*
    - A. Proposed date of opening or reopening of high school:
    - B. County superintendent estimate of enrollment for new or reopening school for ensuing year:
      - i. 9-12:
    - C. Basis for estimate of enrollment increase (clearly explain or attach documentation):
  4. CLOSING OF PRIVATE OR PUBLIC SCHOOL  
*Procedure: 20-9-313(3) MCA*
    - A. Name and address of school that will close:
    - B. Date school will close:
    - C. County superintendent estimate of increased public school enrollment for this district, due to the closing of the private or public school:
      - i. K-6:
      - ii. 7-8:
      - iii. 9-12:
    - D. Basis for estimate of enrollment increase (clearly explain or attach documentation):
  5. ANTICIPATED UNUSUAL ENROLLMENT INCREASE  
*Procedure: 20-9-313(4) AND 20-9-314 MCA*
    - A. State reason for the unusual enrollment increase (i.e., mining opening):  
Growing District
    - B. List estimated district enrollment for the first Monday in October of the ensuing school year in the following grade categories:
      - i. K-6:
      - ii. 7-8:
      - iii. 9-12: 2 , 223
    - C. Attach documentation of the factual information upon which the estimated enrollment is based..

*Pursuant to Section 20-9-314(6) MCA, equalization or entitlement increases resulting from this request will be reviewed after the October count of the ensuing year. If the actual ANB is less than the ANB used for funding calculations, the Superintendent of Public Instruction shall revised the funding using the actual ANB. All payments received by the district in excess of the revised entitlements shall be overpayments and subject to the refund provisions in Section 20-9-344(4) MCA.*

6. INITIAL YEAR OF KINDERGARTEN (5-YEAR OLD PROGRAM)

*Procedure: 20-9-313(5) MCA*

A. Number of 5-year-old children residing in the district as of the preceeding Sept. 10

B. Source of Data for line A (circle one)

Official school Data

Other

C. Attach explanation and/or documentation to substantiate estimate on line A.

7. TRANSITION FROM A HALF-TIME TO FULL-TIME KINDERGARTEN PROGRAM

NOTE: A full-time kindergarten program must meet the minimum 720 aggregate hours of pupil instruction established in 20-1-301, MCA.

A. Anticipated % of kindergarten students offered a full-time program for the ensuing year for each elementary budget unit (K-6 7 K-8).

E1:

E2:

E3:


E4:

8. SPECIAL UNANTICIPATED CIRCUMSTANCES

*Procedure: 10.20.103 ARM.*

Briefly describe the special circumstances that affect the ANB calculations (example: no enrollment count for fall semester for new school or kindergarten program opening in second semester), Attach additional sheets if necessary.



	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: NEW POLICY #3126, MILITARY COMPACT WAIVER, 2<sup>ND</sup> READING

CATEGORY: ACTION ITEMS - CONSENT

ORIGINATED BY: Marilyn King,  
Deputy Superintendent Instruction

OTHERS INVOLVED: Montana School Boards Association

DATA EXPANSION: New Policy #3126

COST/FUND SOURCE: N/A

#### IMPLEMENTATION

ACTION: Elementary and High School District ACTION  
Effective December 1, 2017

#### ISSUE:

Should the Board approve adoption of proposed Policy #3126, Military Compact Waiver?

#### FACTS:

1. Trustees discussed proposed new policy #3126 at the November 13, 2017 board meeting.

#### SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board of Trustees adopt new policy #3126, Military Compact Waiver, as presented.

#### OTHER ALTERNATIVES:

1. Do not adopt.

## STUDENTS

Military Compact Waiver

The State of Montana is one of numerous states across the country that is a member of the Interstate Compact on Educational Opportunity for Military Children. As a school district within the State of Montana subject to the laws of the State of Montana, the District shall follow the requirements of the Compact for students who enroll at the District for whom the Compact applies.

Purpose

The purpose of the Interstate Compact on Educational Opportunity for Military Children is to remove barriers to educational success for children of military families due to frequent relocation and deployment of their parents. The Compact facilitates educational success by addressing timely student enrollment, student placement, qualification and eligibility for programs (curricular, co-curricular, and extra-curricular), timely graduation, and the facilitation of cooperation and communication between various member states' schools.

Applicability

This Compact applies only to children of:

1. Active duty members of the uniformed services as defined in the Compact, including member of the national guard and reserve on active duty orders pursuant to 10 U.S.C., 12301(d) and 12304;
2. Members of the veterans of the uniformed services who are severely injured and medically discharged or retired for a period of 1 year after medical discharge or retirement; and
3. Members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of 1 year after death.

Educational Records and Enrollment

1. **Hand Carried/Unofficial Educational Records:** In the event that official educational records cannot be released to a parent for the purpose of school transfer, the custodian of records from the sending school shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission.

Upon receipt of the unofficial educational records, the District shall enroll and appropriately place the student based upon the information the school receives in the unofficial educational records, pending validation by the official records, as soon as possible.

2. **Official Educational Records/Transcripts:** At the time of enrollment and conditional placement of a qualifying student at the District, the District shall request the student's official educational records from their last school of attendance.

A school receiving such a request shall process the official educational records request and furnish such within a period of ten (10) days, or within the timeline determined to be reasonable by the Interstate Commission.

3. **Immunizations:** The District shall provide a period of thirty (30) days from the date of enrollment, or such other time frame as determined by the rules of the Interstate Commission, within which students may obtain any immunizations required by the District. Where the District's requirements include a series of immunizations, initial vaccinations must be obtained within thirty (30) days, or within the timeline determined to be reasonable by the Interstate Commission.
4. **Kindergarten and First Grade Entrance Age:** Students shall be allowed to continue their enrollment at grade level at the District, commensurate with their grade level from their receiving school, including kindergarten, at the time of transition. However, the provisions of Montana Code 20-5-101 regarding trustees enrolling a child in kindergarten or in first grade whose fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) birthday occurs on or before the tenth (10<sup>th</sup>) day of September of the school year in which the child is to enroll but is not yet 19 years of age, shall continue to apply.

A student who has satisfactorily completed the prerequisite grade level in the sending school shall be eligible for enrollment in the next highest grade level in the District, at the receiving school, regardless of age.

A student who is transferring into the District after the start of the school year shall enter the District on the student's validated grade level from an accredited school in the sending state.

#### Placement and Attendance

1. **Course Placement:** Upon transfer of a qualifying student, the receiving District shall place the student in courses consistent with the student's courses in the sending school and/or the school's educational assessments.

Course placement includes, but is not limited to honors, international baccalaureate, advanced placement, vocational, technical, and career pathways courses.

Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

2. **Educational Program Placement:** The District shall initially honor placement of the student in educational programs based on current educational assessments conducted at the sending school or participation/placement in similar programs at the sending school.

Educational program placement includes, but is not limited to, gifted and talented programs and English as a second language. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement of the student.

3. **Special Education Services:** In compliance with the federal requirements of the Individuals with Disabilities Education Act, the District, as the receiving school, shall initially provide comparable services to a student with disabilities based on his or her current Individual Education Plan.

In compliance with Section 504 of the Rehabilitation Act and with Title II of the Americans with Disabilities Act, the District, as the receiving school, shall make reasonable accommodations and

modifications to address the needs of incoming students with disabilities consistent with his or her existing 504 or Title II Plan.

This does not preclude the District, as the receiving school, from performing subsequent evaluations to ensure appropriate placement and/or accommodations are made for the student.

4. **Placement Flexibility:** The District's Administration shall have the flexibility to waive course/program prerequisites or other preconditions for placement in courses/programs offered by the receiving District.
5. **Absences Relating to Deployment Activities:** A student whose parent/legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment in a combat zone or combat support position, shall be granted additional excused absences at the discretion of the District's Superintendent to visit with his or her parent/legal guardian relative to such leave or deployment of the parent/guardian.

#### Eligibility

1. **Eligibility for Enrollment:** A Special Power of Attorney pertaining to the guardianship of a student of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.

The receiving District shall not charge tuition to a transitioning military student placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.

A transitioning military student, placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he or she was enrolled when residing with the custodial parent.

2. **Eligibility for Extra-Curricular Activity Participation:** The District shall facilitate the opportunity for transitioning military students' inclusion in extracurricular activities, regardless of application deadlines, to the extent the student is otherwise qualified.

#### Graduation

In order to facilitate the on-time graduation of children of military families, the receiving District shall incorporate the following procedure:

1. **Graduation Course Requirements – Waiver:** The receiving District's Administration, through the Superintendent or designee, shall waive specific courses that are required for graduation if similar coursework has been satisfactorily completed at another school.

If the District does not waive the specific course requirement for graduation, the District shall provide a reasonable justification for the denial. This justification shall be provided to the parent/legal guardian in writing.

If the receiving District does not waive the specific course requirement for graduation and the student would have otherwise qualified to graduate from the sending school, the receiving District

shall provide an alternative means of acquiring required course work to ensure that the student's graduation will occur on time.

2. **Exit Exams:** In lieu of testing requirements required for graduation at the receiving District, the District and the State of Montana shall accept any or all of the following:
  - A. Exit exams or end-of-course exams required for graduation from the sending school;
  - B. National norm-referenced achievement tests; or
  - C. Alternative testing.

In the event the above alternatives cannot be accommodated by the receiving District for a student transferring during his or her senior year, subsection 3, below, shall apply.

3. **Transfer During Senior Year of High School:** Should a military student transferring at the beginning of or during the senior year be ineligible to graduate from the receiving District after all alternatives have been considered, the sending school and the receiving District shall ensure the receipt of a diploma from the sending school if the student meets the graduation requirements of the sending school.

In the event that one of the states in question is not a member of this Compact, the member state shall use best efforts to facilitate the on-time graduation of the student.

#### Conflicts

All state laws and District policies that conflict with this policy and/or in conflict with the Compact are superseded to the extent of the conflict.


#### Cooperation

The receiving District, through its administration, shall timely cooperate with all state agency inquiries and other District/school inquiries relating to a student who is covered by the Compact.

Cross Reference:	2412	Participation in Commencement Exercises
	2410 – 2410P	High School Graduation Requirements
	2413	Credit Transfer and Assessment for Placement

Legal Reference:	20-1-230, MCA	Enactment – interstate Compact on Educational Opportunity for Military Children – provisions
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Adopted: 11/27/17

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: APPLICATION FOR ANTICIPATED UNUSUAL ENROLLMENT INCREASE

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED BY: Mike Waterman,  
Director of Business Services

OTHERS INVOLVED: Steve Johnson,  
Deputy Superintendent Operations

DATA EXPANSION: Enrollment Increase Calculation, OPI form PAA-3

COST/FUND SOURCE: N/A

#### IMPLEMENTATION

ACTION: Elementary District ACTION  
Effective December 1, 2017

#### ISSUE:

Shall the Board apply for an Anticipated Unusual Enrollment Increase as the basis for funding its 2018-19 Elementary General Fund Budget?

#### FACTS:

1. Elementary District enrollment has been increasing each year since 2003.
2. Districts expecting an enrollment increase exceeding the lesser of four percent or 40 students may apply for an Anticipated Unusual Enrollment Increase in accordance with 20-9-311 and 20-9-314, MCA as amended in the 2013 legislative session by SB175.
3. Administration expects K-8 enrollment to increase by 142 students by the October 1, 2018 enrollment count.
4. The increased ANB resulting from the enrollment increase in excess of four percent or forty students will drive the ensuing year (2018-19) budget.
5. The increased ANB will result in additional Elementary General Fund spending authority. That spending authority will be financed through higher permissive local property taxes, higher voted levy authority, and additional state funding.
6. If a District applies for an Anticipated Unusual Enrollment Increase but the enrollment increase does not materialize, the District would lose the state funding resulting from the portion of the projected increase that did not materialize. Additionally, any overpayment in taxes resulting from an unmaterialized anticipated enrollment increase must be used to reduce the General Fund levy in the ensuing school year.

#### SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Trustees apply for an Anticipated Unusual Enrollment Increase of 142 students grades 9-12.

#### OTHER ALTERNATIVES:

1. Apply for an Anticipated Unusual Enrollment Increase for a different enrollment count.
2. Do not apply for an Anticipated Unusual Enrollment Increase.

#### DISCUSSION:

School General Fund operating budgets are determined by applying legislatively-determined rates to a series of factors. Of these factors, enrollment is the single most important for determining school General Fund budgets.

SB175 from the 2013 legislative session granted additional funding to districts with enrollment increases exceeding the lesser of four percent or 40 students. Districts may either anticipate enrollment increases or wait for them to actually happen. Anticipating enrollment increase affords Districts access to higher spending authority, but involves some risk. Specifically, schools must repay state funding granted and reappropriate excess tax amounts received for any portion of the anticipated enrollment increase that does not materialize.

We estimate the Anticipated Unusual Enrollment Increase will generate an additional \$696,752 in spending authority for Bozeman Elementary. That amount is projected to be funded as follows:

Funding Source	Projected Increase Due to Anticipated Unusual Enrollment Increase
State Funding/Non-Levy Revenue	\$ 397,278
Permissive (i.e., unvoted) Local Property Tax Levy	\$ 156,755
Voted Local Property Tax Levy	\$ 142,719
Total Additional Spending Authority	\$ 696,752

**Bozeman Public Schools**

Enrollment Projections

**Cohort Survival Calculated over 3 Years**

October 1,

Grade	CSR	Actual Enrollment										Projected Enrollment									
		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
4-yr old K	-	-	-	-	-	-	-	-	21	31	-	36	36	36	36	36	36	36	36	36	36
5-yr old K	101.50%	439	451	433	501	458	528	520	504	521	497	525	541	557	565	573	582	591	600	609	618
1	103.58%	443	439	472	448	505	462	521	525	531	544	515	544	560	577	585	594	603	612	621	631
2	100.90%	394	426	462	468	439	526	463	528	542	521	549	520	549	565	582	590	599	608	618	627
3	102.40%	379	398	444	443	491	452	513	484	546	538	534	562	532	562	579	596	604	613	623	633
4	101.84%	398	383	416	442	457	481	445	532	483	557	548	544	572	542	572	590	607	615	624	634
5	100.35%	365	396	396	415	451	458	484	443	530	492	559	550	546	574	544	574	592	609	617	626
PreK-5 Total		2,418	2,493	2,623	2,717	2,801	2,907	2,946	3,037	3,184	3,149	3,266	3,297	3,352	3,421	3,471	3,562	3,632	3,693	3,748	3,805
6	103.09%	413	380	417	408	415	467	469	489	462	551	507	576	567	563	592	561	592	610	628	636
7	102.94%	360	403	392	410	420	426	493	490	489	482	567	522	593	584	580	609	577	609	628	646
8	100.82%	392	384	406	397	416	423	413	493	489	502	486	572	526	598	589	585	614	582	614	633
6-8 Total		1,165	1,167	1,215	1,215	1,251	1,316	1,375	1,472	1,440	1,535	1,560	1,670	1,686	1,745	1,761	1,755	1,783	1,801	1,870	1,915
PreK-8 Total		3,583	3,660	3,838	3,932	4,052	4,223	4,321	4,509	4,624	4,684	4,826	4,967	5,038	5,166	5,232	5,317	5,415	5,494	5,618	5,720
9	122.22%	485	467	495	506	530	556	543	526	590	585	614	594	699	643	731	720	715	750	711	750
10	98.22%	483	473	450	468	486	491	522	537	526	565	575	603	583	687	632	718	707	702	737	698
11	95.20%	439	454	443	448	457	467	449	496	512	501	538	547	574	555	654	602	684	673	668	702
12	99.03%	446	427	430	422	436	449	459	437	490	517	496	533	542	568	550	648	596	677	666	662
9-12 Total		1,853	1,821	1,818	1,844	1,909	1,963	1,973	1,996	2,118	2,168	2,223	2,277	2,398	2,453	2,567	2,688	2,702	2,802	2,782	2,812
PreK-12 Total		5,436	5,481	5,656	5,776	5,961	6,186	6,294	6,505	6,742	6,852	7,049	7,244	7,436	7,619	7,799	8,005	8,117	8,296	8,400	8,532
# Change			45	175	120	185	225	108	211	237	110	197	195	192	183	180	206	112	179	104	132
% Change			0.83%	3.19%	2.12%	3.20%	3.77%	1.75%	3.35%	3.64%	1.63%	2.88%	2.77%	2.65%	2.46%	2.36%	2.64%	1.40%	2.21%	1.25%	1.57%
Avg. CSR	102.47%																				





## PAA3 - APPLICATION FOR ADDITIONAL ANB

DISTRICT: Bozeman Elementary  
 LEGAL ENTITY: 0350  
 COUNTY NAME: Gallatin

This form provides the Office of Public Instruction with the necessary information to approve additional Average Number Belonging (ANB) used for calculating BASE funding amounts. Applicable instructions and definitions follow.

### GENERAL INFORMATION

Additional approved ANB is used in the funding formula to account for special circumstances.

### WHO MUST RESPOND

All public elementary, high school and K-12 districts which request approval of additional ANB for funding purposes must submit this form to the Superintendent of Public Instruction. Section 20-9-313, MCA list the conditions when a district is eligible to apply for additional ANB.

### RETURN OF COPIES – DUE DATE

School districts requesting additional ANB must submit this form to the county superintendent who will transmit a signed, certified original to the Superintendent of Public Instruction by June 1 for the specific requested circumstance.

### DEFINITIONS

*Average Number Belonging (ANB):* A number which reflects the average school membership. ANB is used primarily for funding purposes. NOTE: ANB is calculated by determining the average adjusted enrollment on the first Monday in October and the first Monday in February, times the total pupil instruction (PI) and pupil instruction related (PIR) days divided by 180. Three-year average ANB is calculated by adding current year ANB and two prior years' ANB and dividing by three.

### ASSISTANCE

Technical questions regarding specific data items on this form may be directed to Nica Merala at (406) 444-4401 or [nmerala@mt.gov](mailto:nmerala@mt.gov).

CERTIFICATION – I do hereby certify that the data included with this application are complete to the best of my knowledge

Printed Name Board Chairperson Andy Willett	Signature	Date 11/27/2017
Printed Name County Superintendent Matthew Henry	Signature	Date

## APPLICATION FOR ADDITIONAL ANB

### Instructions

- Enter the requested enrollment increase by category.
  - Explain the circumstances that justify the additional ANB request. Attach additional explanation as necessary.
1. OPENING OR REOPENING OF AN ELEMENTARY SCHOOL.  
*Procedure: 20-6-502 and 20-9-313(1) MCA*
    - A. Proposed date of opening or reopening of elementary school:
    - B. County superintendent estimate of enrollment for new or reopening school for ensuing year:
      - i. K-6:
      - ii. 7-8:
    - C. Basis for estimate of enrollment increase (clearly explain or attach documentation):
  2. OPENING OR REOPENING OF A MIDDLE SCHOOL  
*Procedure: 20-6-507 and 20-9-313(1) MCA*
    - A. Proposed date of opening or reopening of middle school:
    - B. County superintendent estimate of enrollment for new or reopening school for ensuing year:
      - i. 4-6:
      - ii. 7-8:
    - C. Basis for estimate of enrollment increase (clearly explain or attach documentation):
  3. OPENING OR REOPENING OF A HIGH SCHOOL  
*Procedure: 20-6-503 through 20-6-505 and 20-9-313(2) MCA*
    - A. Proposed date of opening or reopening of high school:
    - B. County superintendent estimate of enrollment for new or reopening school for ensuing year:
      - i. 9-12:
    - C. Basis for estimate of enrollment increase (clearly explain or attach documentation):
  4. CLOSING OF PRIVATE OR PUBLIC SCHOOL  
*Procedure: 20-9-313(3) MCA*
    - A. Name and address of school that will close:
    - B. Date school will close:
    - C. County superintendent estimate of increased public school enrollment for this district, due to the closing of the private or public school:
      - i. K-6:
      - ii. 7-8:
      - iii. 9-12:
    - D. Basis for estimate of enrollment increase (clearly explain or attach documentation):
  5. ANTICIPATED UNUSUAL ENROLLMENT INCREASE  
*Procedure: 20-9-313(4) AND 20-9-314 MCA*
    - A. State reason for the unusual enrollment increase (i.e., mining opening):  
Growing District
    - B. List estimated district enrollment for the first Monday in October of the ensuing school year in the following grade categories:
      - i. K-6: 3,773
      - ii. 7-8: 1,053
      - iii. 9-12:
    - C. Attach documentation of the factual information upon which the estimated enrollment is based..

*Pursuant to Section 20-9-314(6) MCA, equalization or entitlement increases resulting from this request will be reviewed after the October count of the ensuing year. If the actual ANB is less than the ANB used for funding calculations, the Superintendent of Public Instruction shall revised the funding using the actual ANB. All payments received by the district in excess of the revised entitlements shall be overpayments and subject to the refund provisions in Section 20-9-344(4) MCA.*

6. INITIAL YEAR OF KINDERGARTEN (5-YEAR OLD PROGRAM)

*Procedure: 20-9-313(5) MCA*

A. Number of 5-year-old children residing in the district as of the preceeding Sept. 10

B. Source of Data for line A (circle one)

Official school Data

Other

C. Attach explanation and/or documentation to substantiate estimate on line A.

7. TRANSITION FROM A HALF-TIME TO FULL-TIME KINDERGARTEN PROGRAM

NOTE: A full-time kindergarten program must meet the minimum 720 aggregate hours of pupil instruction established in 20-1-301, MCA.

A. Anticipated % of kindergarten students offered a full-time program for the ensuing year for each elementary budget unit (K-6 7 K-8).

E1:

E2:


E3:

E4:

8. SPECIAL UNANTICIPATED CIRCUMSTANCES

*Procedure: 10.20.103 ARM.*

Briefly describe the special circumstances that affect the ANB calculations (example: no enrollment count for fall semester for new school or kindergarten program opening in second semester), Attach additional sheets if necessary.

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willett	Wilson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: LONGFELLOW ELEMENTARY SCHOOL  
LONG RANGE STRATEGIC PLAN  
(LRSP) REPORT

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED  
BY: Marilyn King,  
Deputy Superintendent Instruction

OTHERS  
INVOLVED: Patrick McClellan, Principal

DATA  
EXPANSION: Longfellow Presentation  
Click [here](#)

COST/FUND: N/A

#### IMPLEMENTATION

ACTION: Elementary District ACTION  
Effective January 1, 2017

#### ISSUE:

Acceptance of Longfellow Elementary School's Long Range Strategic Plan (LRSP) Report.

#### FACTS:

The Longfellow Elementary School LRSP Report was presented to Trustees on November 14, 2017.

#### SUPERINTENDENT'S RECOMMENDATION:


It is recommended that the Board of Trustees accept the Longfellow Elementary School LRSP Report as presented on November 14, 2017.

#### OTHER ALTERNATIVES:

1. Do not accept the LRSP Report.

#### DISCUSSION:

School and program LRSP Reports are provided to the Trustees on a regular basis. These reports provide information to the Trustees and the public regarding progress on action plans related to goal areas of the District's Long Range Strategic Plan.

	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: EMILY DICKINSON ELEMENTARY SCHOOL LONG RANGE STRATEGIC PLAN (LRSP) REPORT  
 CATEGORY: ACTION ITEM - CONSENT  
 ORIGINATED BY: Marilyn King, Deputy Superintendent Instruction  
 OTHERS: Sarah Hays, Principal  
 DATA EXPANSION: Emily Dickinson Power Point Presentation Click [here](#)  
 COST/FUND: N/A

#### IMPLEMENTATION

ACTION: Elementary District ACTION  
 Effective December 1, 2017

#### ISSUE:

Acceptance of Emily Dickinson Elementary School's Long Range Strategic Plan (LRSP) Report.

#### FACTS:

The Emily Dickinson Elementary School LRSP Report was presented to Trustees on November 21, 2017.

#### SUPERINTENDENT'S RECOMMENDATION:


It is recommended that the Board of Trustees accept the Emily Dickinson Elementary School LRSP Report as presented on November 21, 2017.

#### OTHER ALTERNATIVES:

1. Do not accept the LRSP Report.

#### DISCUSSION:

School and program LRSP Reports are provided to the Trustees on a regular basis. These reports provide information to the Trustees and the public regarding progress on action plans related to goal areas of the District's Long Range Strategic Plan.

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willett	Wilson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: MORNING STAR ELEMENTARY SCHOOL LONG RANGE STRATEGIC PLAN (LRSP) REPORT  
 CATEGORY: ACTION ITEM - CONSENT  
 ORIGINATED BY: Marilyn King, Deputy Superintendent Instruction  
 OTHERS: Robin Arnold, Principal  
 DATA EXPANSION: Power Point Presentation Click [here](#)  
 COST/FUND: N/A

IMPLEMENTATION ACTION: Elementary District ACTION  
 Effective December 1, 2017


ISSUE:  
 Acceptance of Morning Star Elementary School's Long Range Strategic Plan (LRSP) Report.

FACTS:  
 The Morning Star Elementary School LRSP Report was presented to Trustees on November 28, 2017.

SUPERINTENDENT'S RECOMMENDATION:  
 It is recommended that the Board of Trustees accept the Morning Star Elementary School LRSP Report as presented on November 28, 2017.

OTHER ALTERNATIVES:  
 1. Do not accept the LRSP Report.

DISCUSSION:  
 School and program LRSP Reports are provided to the Trustees on a regular basis. These reports provide information to the Trustees and the public regarding progress on action plans related to goal areas of the District's Long Range Strategic Plan.

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willett	Wilson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

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  
December 1, 2017

#### 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
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

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: None


COST/FUND SOURCE: N/A

IMPLEMENTATION ACTION: December 1, 2017

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.



	Wilson	Willet	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

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.

	Wilson	Willett	Tage	Reinhardt	Neil	Lusin	Fischer	Arneson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: HIGH SCHOOL #2 – PLANNING AND APPROVAL OF INDIVIDUAL ITEMS TO ALLOW THE PROJECT TO STAY ON SCHEDULE

CATEGORY: ACTION ITEM - SINGULAR

ORIGINATED BY: Todd Swinehart,  
Director of Facilities

OTHERS INVOLVED: Steve Johnson, Deputy Superintendent of Operations, CTA Architects Engineers, Langlas and Associates

DATA EXPANSION: Item #1 - To be presented  
Item #2 - Langlas & Associates - Pre-Selection and Pre-Qualification of Subcontractors Recommendation Letter  
Item #3 - Annexation Agreement; City Annexation Approval Letter  
Item #5 – Memorandum of Understanding

COST/FUND SOURCE: High School #2 Bond Revenue

#### IMPLEMENTATION

ACTION: High School District ACTION  
Effective December 1, 2017

#### ISSUE:

Shall the Board of Trustees approve the following individual items listed below to allow the project to stay on schedule?

#### FACTS:

1. On September 9, 2016, CTA Architects Engineers were selected by the Board for programming and design services on High School #2.
2. Langlas & Associates were selected by the Board to serve as the General Contractor/Contractor Manager (GC/CM) on November 14, 2016.
3. On May 2, 2017 a successful election authorized a \$93,000,000 bond levy for the design and construction of the High School #2 in addition to \$32,000,000 for upgrades at the existing building.
4. The Board approved the Educational Specifications for High School #2 on August 14, 2017.
5. On September 19, 2017 the Annexation and Zone Map Amendment was submitted to the City of Bozeman.
6. The Informal Site Plan was submitted to the City of Bozeman for review on September 20, 2017.
7. On September 22, 2017, the Board approved the schematic Design for High School #2.
8. On October 17, 2017, a formal public hearing was held before the City of Bozeman Zoning Commission.
9. On November 13, 2017 a Joint City of Bozeman Commission and Board of Trustee's meeting was held at City Hall.

#### SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board approve the following individual items listed below to allow the project to stay on schedule.

#### OTHER ALTERNATIVES:

1. Approve with Changes.
2. Postpone Approval.

#### DISCUSSION:

##### **Item #1 - Update of project.**

CTA Architects Engineers will provide a brief update on the current design intent for both the site and building.

No Action Required.

##### **Item #2 - Pre-qualification and Pre-selection of certain contractors and vendors**

In order to maintain the proposed schedule and budget, it is recommended that certain subcontractors and vendors be either pre-qualified and/or pre-selected.

It would be advantageous for the following subcontractors to be pre-qualified: Civil/Site Work, Landscaping, Masonry, HVAC, Plumbing, Fire Sprinkler, and electrical work. The justification behind this recommendation is to maintain the project schedule in addition to reducing any risk associated with escalations that are already being experienced within the current construction market in the Gallatin Valley. Other benefits include having additional experts available during the design process to evaluate options and methods for the betterment of the project budget. Additionally, we do not sacrifice project quality given that certain trades are already engaged in the project. A formal RFQ process following state statutes, similar to the selection of the General Contractor/Contract Manager, will be followed in order to maintain a fair opportunity for all interested contractors to participate.

It is recommended that the following subcontractors be pre-selected: Steel Fabricators/Erectors, Track/Tennis Court Surfacing, Bleacher and Seating Contractors, and Kitchen Equipment Subcontractors. The reasoning behind this approach is to secure the needed supplies and installers as there are a limited amount of subcontractors within the state that can provide the quantities and volume for a project of this size. There are additionally long lead times associated with some of these specialty products and it is imperative that we get certain items ordered in order to guarantee a delivery and installation timeframe that matches our schedule.

A formal RFQ/RFP process following state statutes will be followed to ensure that qualified and reputable vendors will be selected, after given a fair and equitable opportunity to participate.

**Recommended Board Action: Allow administration to proceed with the Pre-qualification and Pre-selection of certain contractors and vendors as described above.**

##### **Item #3 – Annexation Agreement**

The required Annexation and Zone Map agreement was submitted to the city on September 19<sup>th</sup>, 2017. On October 13<sup>th</sup>, 2017, the facilities office received the staff report, which recommended the requested Zoning to Public Lands and Institutions. On October 17<sup>th</sup>, 2017, a public hearing was conducted at city hall with no public comments being recorded. The PLI zoning designation was unanimously approved. A joint City Commission and School Board meeting was held on November 13<sup>th</sup>, 2017 to discuss both the submitted informal site plan in addition to the annexation and zone map amendment at which time the annexation agreement was approved with contingencies. The draft Annexation Agreement is attached to this item. At time of publication of this agenda, Administration has not yet had the opportunity to review the Agreement. Pending satisfactory review of the Agreement following is the recommended action:

**Recommended Board Action: Agree to the Annexation Agreement.**

#### **Item #4 – Sports Park InterLocal Agreement**

It is the intent of the District to use a portion of the bond proceeds to make improvements on the City Sports Park, as approved by the voters. The Sports Park is adjacent to the site of High School #2 north of the future Oak Street. An InterLocal Agreement between the District and the City is needed to address the improvements to be completed by the District as well as long term use and maintenance of the improvements. At this time it is the plan to construct about a 125 stall parking lot in between Flanders Mill and Cottonwood on the north side of Oak Street and a field to the immediate west of that. An at grade signal will be installed to allow pedestrians to safely cross Oak between the school and the parking lot.

**Recommended Board Action:** Agree to the concept of an InterLocal Agreement for the construction, use and maintenance of improvements on the City owned property and allow administration to continue to work with the City to finalize the Agreement with the understanding that it will be brought to the Board for approval.

#### **Item #5 – Road Improvement Memorandum of Understanding (MOU)**

The annexation conditions contain many requirements for the construction of roads. In general, the District is responsible to construct half of the road adjacent to our property to a local street standard. Because Cottonwood and Oak Streets are planned as arterial roads the District and City agree that it is in the best interest of both parties to completely build them out prior to the opening of the school. Therefore, as part of the project, the District will build the roads to the standards adopted by the City. The purpose of this MOU is to define the responsibilities of each party and to define the financing of the construction. Administration and the City will develop an InterLocal agreement to further formalize this issue.

**Recommended Board Action:** Approve the MOU and allow administration to continue to work with the City of finalize an InterLocal Agreement with the understanding that it will be brought to the Board for approval.



2270 Grant Rd  
Billings, MT 59102  
P: 406.656.0629  
F: 406.656.1088

1019 E Main St. #101  
Bozeman, MT 59715  
P: 406.585.3420  
F: 406.585.4110

280 East Front St. #B  
Missoula, MT 59802  
P: 406.215.1356  
F: 406.926.2005

Todd Swinehart  
Director of Facilities  
Bozeman Public Schools

RE: Preselection and Prequalification of Subcontractors for the New Bozeman High School

Dear Todd,

#### Pre-Qualification of Subcontractors

Prequalification of Civil/Site work and Landscaping subcontractors is important because there are only a handful of large subcontractors that can complete this project on time and maintain their bid that they will submit. Prequalifying these subcontractors will ensure that they will be bidding the project and allow them to secure proper material quantities that will be needed for this project. There are several materials that are not readily available and will need to be processed prior to bidding. If suppliers know who the bidders are going to be they can secure those items prior to the bid and ensure that this material will be available. Also the schedule is aggressive and we need to know that the Civil/Site Contractor and Landscaping subcontractors have the resources and manpower to complete this project on time and budget. Prequalification will allow us to limit the risks for the project and ensure that we are getting the best value for the project with the ability to maintain the schedule. Using this process will also help to ensure we get quality subcontractors that can maintain the quality of construction that will be required for this project.

Prequalification of the Masonry subcontractors is important because there are only a handful of large subcontractors that can complete this project on time and maintain the bid that they will submit. Prequalifying these subcontractors will ensure that they will be bidding the project and allow them to secure proper material quantities that will be needed for this project. There are several materials that are not readily available and will need to be ordered prior to bidding. If suppliers know who the bidders are going to be they can secure those items prior to the bid and ensure that this material will be available. Also the schedule is aggressive and we need to know that the Masonry Subcontractor has the resources and manpower to complete this project on time and budget. Prequalification will allow us to limit the risks for the project and ensure that we are getting the best value for the project with the ability to maintain the schedule. Using this process will also help to ensure we get quality subcontractors that can maintain the quality of construction that will be required for this project.



Prequalification of HVAC, Plumbing, Fire Sprinkler, and Electrical Subcontractors is important because there are only a handful of large subcontractors that can complete this project on time and maintain the bid that they will submit. Prequalifying these subcontractors will ensure that they will be bidding the project and allow them to secure proper material quantities that will be needed for this projects. There are several long lead items that we will need to potentially ordered prior to bidding these scopes of work. We can work with the prequalified bidders and we can order these materials early and include them in their bid packages once the design is complete. We can also work with them through the design process to ensure we are designing systems that give the District the best value, serviceability and longevity that is allowed by the project. Also the schedule is aggressive and we need to know that these Subcontractors have the resources and manpower to complete this project on time. This is a large project and will require a large commitment of workforce for whoever is successful on this project. Allocating these resources early is important for them.

Prequalification will allow us to limit the risks for the project and ensure that we are getting the best value for the project with the ability to maintain the schedule. Using this process will also help to ensure we get quality subcontractors that can maintain the quality of construction that will be required for this project.

We would be using a similar RFQ/RFP process for all the prequalification subcontractors that we would be using for the Preselection process. This process would follow the standard State of Montana advertise, review, and selection process that is used for other State managed projects.

#### Preselection of Subcontractors

Preselection of the Steel Fabricators/Erectors for the project is very important. There are 2-3 shops in Montana and 2 others in the region that could handle this size of project. We will be getting a joist and deck material price increase January 1 and another one in early March. These increases are common every year in January and March. The increase on the decking would be \$58,000 so these are considerable savings. If we preselect this subcontractor before then we will not have to pay those increases as the material could be secured prior to the increase. We could also work with these Subcontractors on design details that provide the best constructability which would save time and money for the project. The structural steel process has a long lead time for this project. The preselection would allow us to start the shop drawing process early which would save time and allow the design process more time to complete finish details. The large joists over the gym will take a long time to design and fabricate. Ordering these early will ensure that we can maintain the schedule without delay for this material. We would use the RFQ/RFP process that is approved by the State of Montana to advertise, review and select this Subcontractor. Using this process will also help to ensure we get quality subcontractors that can maintain the quality of construction that will be required for this project.

Preselection of Track/Tennis Court Surfacing and Seating and Bleacher Subcontractor for this project is important. There are 2 subcontractors in Montana and 4 other in the region that we would solicit for this project. We would follow the RFQ/RFP process that is approved by the State of Montana to advertise, review and select these subcontractors. These subcontractors have limited resources to complete projects in a construction season. We need to ensure they are available for this project. We also need to know their specific material types, sizes and specifications so that we can complete design details and space sizes in which there materials is being installed. With the limited subcontractor pool for these scopes of work it is critical that we secure these trades quickly so we can save time and money for the project and limit risk for the

project. Using this process will also help to ensure we get quality subcontractors that can maintain the quality of construction that will be required for this project.

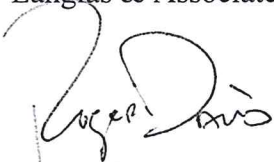
Preselection of Kitchen Equipment Subcontractor for this project is important. There are 2-3 subcontractors in Montana we would solicit for this project. We would follow the RFQ/RFP process that is approved by the State of Montana to advertise, review and select these subcontractors. These subcontractors have limited resources to complete projects in a construction season. We need to ensure they are available for this project. We also need to know their specific material types, sizes and specifications so that we can complete design details and space sizes in which there materials is being installed. With the limited subcontractor pool for these scopes of work it is critical that we secure these trades quickly so we can save time and money for the project and limit risk for the project. Using this process will also help to ensure we get quality subcontractors that can maintain the quality of construction that will be required for this project.

All of these prequalifications will help to limit change orders and risks on the project with schedule and manpower. This project will be competing with over \$100 million in other projects that are bidding next spring. Securing these resources early is imperative for the project success.

Please let me know if you have any questions or concerns with these recommendations.

Sincerely,

Langlas & Associates, Inc.

A handwritten signature in black ink, appearing to read "Roger Davis", is written over a faint, larger signature that also appears to read "Roger Davis".

Roger Davis  
Sr. Project Manager

Original to:  
City of Bozeman  
City Clerk  
PO Box 1230  
Bozeman, MT 59771-1230

**2017 2ND HIGH SCHOOL ANNEXATION AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF BOZEMAN, a municipal corporation and self-governing political subdivision of the State of Montana with offices at 121 North Rouse Avenue, Bozeman, Montana 59771-0640, hereinafter referred to as "City", and BOZEMAN HIGH SCHOOL DISTRICT 7, 404 W. Main Street, Bozeman, MT 59715, hereinafter referred to as "Landowner". The City and Landowner are collectively referred to as "the Parties."

**WITNESSETH:**

**WHEREAS**, Landowner is owner in fee of a tract of certain real property, hereinafter referred to as the 2017 2ND HIGH SCHOOL ANNEXATION situated in Gallatin County, Montana, to be referred to herein as "the Property" and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana.

**WHEREAS**, Landowner petitioned the City for annexation to the City of said tract of land; and



**WHEREAS**, the Property is not within the corporate limits of the City or other municipality and may therefore be annexed to the City in accordance with the provisions of this Agreement and Title 7, Chapter 2, Part 46, MCA; and

**WHEREAS**, all parties recognize that the annexation of the Property pursuant to Section 7-2-4601, et seq., MCA will allow the Property to connect to and utilize City services, including municipal water and sewer service, stormwater infrastructure, fire service, and the City's street system, as requested by Landowner on September 19, 2017 and approved by the City on November 13, 2017; and

**WHEREAS**, Section 7-2-4610, MCA provides that a municipality and landowner may agree upon a plan for the provision of services to the area to be annexed; and

**WHEREAS**, the parties recognize additional development on the Property will impact area streets, police, fire, and recreation services, water and sewer systems, among others, and that development of the property will require improvements to City facilities and services including streets for traffic circulation and the provisions of police, fire, fire, and recreational services; and

**WHEREAS**, Landowner finds this Agreement will provide for the most satisfactory and dependable water supply and sewer service, stormwater infrastructure, and provide traffic circulation and City services necessary for development of the Property; and

**WHEREAS**, the parties have determined that it is in the best interests of the City and Landowner, and in furtherance of the public health, safety, and welfare of the community to enter into and implement this Agreement.

**WITNESSETH:**

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. Recitals**

The above recitals are true and correct.

**2. Annexation**

Landowner filed an application for annexation of the Property with the City on September 19, 2017. By execution of this Agreement, the City manifests its intent to annex the Property tract pursuant to the terms and conditions of this Agreement and Landowner agrees to be bound by the terms of this Agreement in regards to any future development of the Property. Subject to the provisions of Title 7, Chapter 2, Part 46, MCA the City shall, upon execution of this Agreement, adopt a Resolution of Annexation of the Property. Further, upon the execution of this Agreement, Landowner shall do all things required by this Agreement and all things necessary and proper to aid and assist the City in carrying out the terms, conditions, and provisions of this Agreement and to effect the annexation of the Property.

**3. Services Provided**

The City will, upon annexation, make available to the Property existing City services only to the extent currently available, or as provided in this Agreement.

**4. Future Development Limitations**

Landowner understands and agrees that there is no right, either granted or implied, for Landowner to further develop any of the Property until it is verified by the City that the necessary municipal services, including but not limited to police and fire protection, streets, stormwater infrastructure, and sewer and water capacity, as provided herein or as may be required pursuant to the City's approval of an application for development of the Property, are available to all or a portion of the Property. Notice is thus provided to Landowner that prior to occupancy of development of the Property, any facilities or infrastructure required to provide full municipal services to the Property must be constructed in accordance with the City's infrastructure master plans, adopted Growth Policies/Community Plans, and all other city regulations, policies, and guidelines that may be in effect at the time of development.

**5. Interlocal Agreements for Financing Off-Site Infrastructure and Use of the Bozeman Sports Park:**

Landowner may enter into an interlocal agreement with the City to provide for the sharing of costs with the City related to off-site infrastructure listed in sections 12, 17, and 18. In addition, should the Landowner desire to use a portion of the Bozeman Sports Park to meet its parking requirements and construct recreational facilities the Landowner must, prior to commencing construction on the Sports Park property, enter into a separate interlocal agreement with the City that would provide for the Landowner and the City to, among others (i) share costs related to construction of such parking and other facilities; (ii)

provide a license for the Landowner to construct such facilities on the Sports Park; and (iii) provide for shared use and maintenance of such facilities.

#### **6. Obligation to Construct**

Landowner understands and agrees that prior to occupancy of any development on the Property, certain off-site infrastructure, as detailed here pursuant to sections 12, 17, and 18, and as may be required pursuant to the City's approval of an application for development of the Property, must be completed and that in addition to such off-site infrastructure other facilities must be installed if the City determines such facilities are necessary to provide full municipal services to the Property in accordance with the City's infrastructure master plans, development regulations, and all other City policies that may be in effect at the time of development.

#### **7. Municipal Water Service Defined**

The term "municipal water service" as is used in this Agreement shall be the service which is supplied by the City in accordance with Chapter 40, Article 2, Bozeman Municipal Code, as amended, as well as any other terms and conditions which apply to the City's provision of municipal water service but does not include the extension of lines or construction of necessary improvements at any cost to the City for delivery of water to and within the Property. Nothing in this Agreement shall obligate the City to pay for right-of-way acquisition, engineering, construction, and other costs for the delivery of water to or within

the Property to include, but not limited to, any impact fees, hook-up, connection, or development charges which have been or may be established by the City.

#### **8. Municipal Sewer Service Defined**

The term "municipal sewer service" as is used in this Agreement shall be the service which is supplied by the City in accordance with Chapter 40, Article 3, Bozeman Municipal Code, as amended, as well as any other terms and conditions which apply to the City's provision of this service but does not include the extension of lines or construction of necessary improvements at any cost to the City for collection of sewage at and within the Property. Nothing in this Agreement shall obligate the City to pay for right-of-way acquisition, engineering, construction, and other costs for the sewer services to or within the Property to include, but not limited to, any impact fees, hookup, connection, or development charges, which may be established by the City.

#### **9. Valley West Water Payback**

Landowner understands and agrees that 0.32 acres of the Property is located within the Valley West Water Payback District. The Landowner must, at the time of the Landowner's execution of this Agreement, provide payment to the City of \$409.05. The payback rate is \$1,278.29/gross acre of annexing property which is located within the Valley West Water Payback District.

#### **10. Valley West Sewer Payback**

Landowner understands and agrees that 3.05 acres of the Property is located within the Valley West Sewer Payback District. As such, if Landowner intends to use sewer mains

within this payback district, Landowner must, at the time of the Landowner's execution of the annexation agreement, make payments to the City of \$4,521.53. The payback rate is \$1,482.47/gross acre of annexing property which is located within the Valley West Sewer Payback District.

If the Landowner determines it will not make connection to the sewer mains within the Valley West Sewer Payback District no payment is required. If the Landowner is uncertain as to whether they will connection they shall make the payment and if the approved site plan for the new high school does not make connect to the sewer mains serving the Valley West Sewer Payback district the City must refund the payment of \$4,521.53.

#### **11. Water and Sewer Connections**

Landowner understands and agrees that water and sewer services must be constructed in accordance with design and specifications approved by the City prior to the installation of the water and sewer lines.

#### **12. Sewer Connection Alternatives**

Landowner understands and agrees that that sanitary wastewater capacity limitations exist downstream of the Property and that such capacity limitations must be resolved to the City's satisfaction prior to occupancy of any development on the Property.

A. This Agreement provides alternatives for the Landowner to address such capacity limitations. These alternatives include:

*Option 1:* Prior to occupancy of any development on the Property. the City must have completed, but only if funding is available from it and other parties, construction of

the Davis Lane lift station (DLLS) and the Norton East Ranch Interceptor (NERI) as called for in the City's waste water facility plan; or

*Option 2:* If the City does not have sufficient funding to construct the Davis Lane lift station project prior to occupancy of any development on the Property, the Landowner may make improvements (at its exclusive cost) to the Baxter Meadows lift station; or

*Option 3:* If the Landowner demonstrates that all required sewer flows from the Property may be accommodated within the existing sewer mains constructed with the Valley West Sewer Payback District the Landowner may make improvements (at its exclusive cost) necessary to utilize this service.

*Option 4:* The City may determine Landowner may connect to the sewer main located within Cottonwood Road without construction of the DLLS and NERI if the City has, for both: (i) included both projects on the appropriate capital improvement plans within three (3) years; (ii) determined funding or a funding mechanism for construction exists, (iii) completed all necessary engineering; and (iv) obtained all necessary rights of way.

B. The Landowner recognizes the route for Option A.1, above, may cross the Chief Joseph Middle School property in a location to be determined after design of the Interceptor has been completed. The City and the Landowner agree to work in mutual good faith to provide the City necessary easements to locate the sewer interceptor in a timely manner.

### **13. On-Site Public Utility Easements**

The Landowner understands and agrees that utility easements, a minimum of thirty (30) feet in width, may be necessary for the installation and maintenance of water and sewer utility services to the Property. Landowner, at its sole expense, must create such easements in locations and form agreeable to the City during the appropriate development procedures, but in no event later than the filing of any final plat or site plan review.

#### **14. Water Rights**

Landowner agrees to provide water rights or cash-in-lieu of water rights to the City at an amount equal to the anticipated average annual water demand required for any new connections or new development on the Property in accordance with Section 38.23.180, Bozeman Municipal Code. Upon further development or subdivision of the property, the amount of water rights or cash-in-lieu thereof due at the time of development or subdivision will be calculated based on the annual demand for volume of water the development will require multiplied by the most current annual unit price as determined by the City Commission in effect on the date the water rights are transferred or payment-in-lieu of water rights is to be made. As such, Landowner acknowledges that the rates for cash-in-lieu of water rights may increase over time as established by Resolution of the City Commission.

If the Landowner intends to connect to the municipal water supply for irrigation purposes on an interim basis while irrigation water is secured it must enter into a separate water supply agreement with the City addressing, among others, payment and possible reimbursement of water rights and the method of connection and separation.

#### **15. Comprehensive Water and Sewer Design Report**



During review of an application for development of the Property the City may require Landowner to have prepared by a Professional Engineer, at Landowner's expense, a comprehensive design report evaluating existing capacity of sewer and water utilities in the area. The report must include hydraulic evaluations of each utility for both existing and post-development demands, and the report findings must demonstrate adequate capacity to serve the full development of the land. If adequate infrastructure capacity is not available for the proposed development, the report must identify necessary water or wastewater system improvements necessary for the proposed development. If the City determines improvements to its water or wastewater system are necessary, Landowner agrees prior to occupancy of any development of the Property to complete, at Landowner's expense, the necessary system improvements to serve the proposed development.

#### **16. Stormwater Master Plan**

Landowner understands and agrees a Stormwater Master Plan for the Property for a system designed to remove solids, oils, grease, and other pollutants from the runoff from adjacent public streets and the Property will be required to be provided to and approved by the City Engineer prior to approval of a site plan application or with review of an application for preliminary plat. Such plan must depict the maximum sized retention/detention basin location and locate and provide easements for adequate drainage ways within the area to transport runoff to the stormwater receiving channel(s). The plan must include site grading and spot elevation information, flow direction arrows, typical stormwater

detention/retention basin and discharge structure details, basin sizing calculations, culvert capacity calculations, and a stormwater maintenance plan.

### **17. Public Street Easements**

The Landowner understands and agrees that certain public street and utility rights of way are necessary to support development of the Property. As such:

A. Prior to construction of the east half of Cottonwood Road adjacent to the Property, the Landowner must provide the City Engineering Division an original, executed easement on the City's standard form at the time of the Landowner's execution of this Agreement granting to the public forever a 60-foot wide public street and utilities easement for the construction of Cottonwood Road and installation of public and private utilities. The easement must be no less than 60-feet in width as measured from the centerline of Cottonwood Road to the western boundary of the Property and run from the southern to the northern boundaries of the Property.

B. Prior to construction of the south half of Oak Street adjacent to the Property, the Landowner must also provide the City Engineering Division an original, executed easement on the City's standard form at the time of the Landowner's execution of this Agreement granting to the public forever 60-foot wide public street and utilities easement for the future construction of Oak Street and installation of public and private utilities. The easement must be no less than 60-feet in width as measured from the centerline of Oak Street to the northern boundary of the Property and run the entire length of the northern boundary of the Property.

C. Landowner understands and agrees that additional right of way may be required from other adjacent landowners for construction of the intersection of N. Cottonwood Road and W. Oak Street and Landowner agrees it will assist City in obtaining the required right of way.

### **18. Street Construction**

The Landowner understands and agrees that prior to occupancy of any development on the property certain streets as described in this section must be constructed and accepted by the City.

A. *Oak Street*: The entire cross section of Oak Street between Cottonwood Road and Flanders Mill Road must be constructed to existing City design to include curb, gutter, a shared use path on the south side, and other required appurtenances consistent with the arterial street configuration defined in the City of Bozeman's Transportation Master Plan (TMP) and per the requirements of the City of Bozeman's Design Standards and Specifications Policy (DSSP). The Landowner acknowledges that costs related to change in existing design to Oak Street caused by the inclusion of a pedestrian tunnel under Oak Street or other pedestrian crossing facility will be borne exclusively by the Landowner. In addition, the Landowner acknowledges that any additional construction costs, including costs directly associated with the tunnel or crossing facility and indirect costs such as change in grade, fill, signals, signage, striping, etc. required for Oak Street due to construction of the tunnel or other crossing facility will be borne exclusively by the Landowner.

B. *Cottonwood Road between Durston Road and Oak Street*: The east half of Cottonwood Road between Durston Road and Oak Street must be constructed to the complete arterial street configuration defined in the City of Bozeman Transportation Master Plan (TMP) and per the requirements of the City of Bozeman Design Standards and Specifications Policy (DSSP). Improvements also include curb and gutter and a shared use path on the east side of the road.

C. *Intersection of Cottonwood Road and Oak Street*: The entire intersection of Cottonwood Road and Oak Street must be constructed to a roundabout design with all four lanes in and out and to the complete arterial street configuration defined in the City of Bozeman Transportation Master Plan (TMP) and per the requirements of the City of Bozeman Design Standards and Specifications Policy (DSSP).

D. *Annie Street*: The entire cross section of Annie Street must be constructed to a City local street standard on a direct east – west alignment within the existing 74-foot wide easement (as provided for in Document #2426774) along the southern boundary of the Property for the entire length of the Property between Cottonwood Road and Flanders Mill Road to include all required signage, striping, and other required appurtenances. The improvements must include curb and gutter on both sides of Annie Street, bike boulevard, full width of asphalt, and sidewalks on both sides of the street. The City will work with the Landowner to incorporate traffic calming features in the design.

## **19. Assessments**

Landowner understands and agrees that after this Agreement is recorded the Property will be subject to City assessments for arterial and collector streets, street maintenance, and tree maintenance on the same basis as all other properties in the City.

## **20. Waiver of Right-to-Protest Special Improvement Districts**

A. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts (SID) for the maintenance of any parks within the annexed area and/or of a City-wide Park Maintenance District. Landowner agrees such SID will provide a mechanism for the fair and equitable assessment of maintenance costs for such parks. The waiver is attached hereto as Exhibit “A” and is hereby incorporated in and made a part of this Agreement.

B. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for street improvements including paving, curb and gutter, sidewalk, lighting, and stormwater drainage facilities for N. Cottonwood Road. Landowner agrees such an SID will provide a mechanism for the fair and equitable assessment of construction and maintenance costs for such improvements. The waiver is attached hereto as Exhibit “B” and is hereby incorporated in and made a part of this Agreement.

C. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for street improvements including paving, curb and gutter, sidewalk, lighting, and stormwater drainage facilities for W. Oak Street. Landowner agrees such an SID will provide a mechanism for the fair and equitable assessment of construction and

maintenance costs for such improvements. The waiver is attached hereto as Exhibit “C” and is hereby incorporated in and made a part of this Agreement.

D. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for intersection improvements to Durston Road. Landowner agrees such an SID will provide a mechanism for the fair and equitable assessment of construction and maintenance costs for such improvements. The waiver is attached hereto as Exhibit “D” and is hereby incorporated in and made a part of this Agreement.

E. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for improvements to Flanders Mill Road. Landowner agrees such an SID will provide a mechanism for the fair and equitable assessment of construction and maintenance costs for such improvements. The waiver is attached hereto as Exhibit “E” and is hereby incorporated in and made a part of this Agreement.

F. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for intersection improvements to N. Cottonwood Road and W. Oak Street. Landowner agrees such an SID will provide a mechanism for the fair and equitable assessment of construction and maintenance costs for such improvements. The waiver is attached hereto as Exhibit “F” and is hereby incorporated in and made a part of this Agreement.

G. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for intersection improvements to N. Cottonwood Road and Baxter Lane. Landowner agrees such an SID will provide a mechanism for the fair and equitable

assessment of construction and maintenance costs for such improvements. The waiver is attached hereto as Exhibit “G” and is hereby incorporated in and made a part of this Agreement.

H. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for intersection improvements to N. Cottonwood Road and Durston Road. Landowner agrees such an SID will provide a mechanism for the fair and equitable assessment of construction and maintenance costs for such improvements. The waiver is attached hereto as Exhibit “H” and is hereby incorporated in and made a part of this Agreement.

I. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for intersection improvements to Durston Road and Flanders Mill Road. Landowner agrees such an SID will provide a mechanism for the fair and equitable assessment of construction and maintenance costs for such improvements. The waiver is attached hereto as Exhibit “I” and is hereby incorporated in and made a part of this Agreement.

J. Landowner must execute a Waiver of Right-to-Protest Creation of Special Improvement Districts for intersection improvements to W. Oak Street and Flanders Mill Road. Landowner agrees such an SID will provide a mechanism for the fair and equitable assessment of construction and maintenance costs for such improvements. The waiver is attached hereto as Exhibit “J” and is hereby incorporated in and made a part of this Agreement.

K. Landowner agrees that in the event an SID is not utilized for the completion of these improvements as described in subsections A through J above, Landowner must participate in an alternative financing method for the completion of said improvements on a fair share, proportionate basis as determined exclusively by the City on a square footage of property, taxable valuation of the property, traffic contribution from the development, or a combination thereof.

## **21. Impact Fees**

Landowner acknowledges that annexation and development of its property will impact the City's existing street, water and sewer infrastructure, and the City's fire service. As approved by the City, Landowner and its successors must pay:

Fire impact fees equal to the amount per Chpt. 2, Art. 6, Div. 9 BMC, or as amended, at the time of application for building permit.

Transportation impact fees equal to the amount per Chpt. 2, Art. 6, Div. 9 BMC, or as amended, at the time of application for building permit.

Water impact fees as required by Chpt. 2, Art. 6, Div. 9 BMC, or as amended, at the time of application for connection to city water.

Sewer impact fees as required by Chpt. 2, Art. 6, Div. 9 BMC, or as amended, at the time of application for connection to city sewer.

The amount of impact fees to be paid for connection to the City's water and sewer services, if any, must be calculated based on the provisions of the Bozeman Municipal Code, as amended, in effect at the time of application for a permit to connect. The amount of street



or fire impact fees to be paid, if any, must be calculated based on the provisions of the Bozeman Municipal Code, as amended, in effect at the time a building permit application is submitted to the City.

Landowner further understands and agrees that any improvements, either on-site or off-site, necessary to provide connection of the Property municipal services and which are wholly attributable to the property as determined exclusively by the City are considered “project related improvements” as defined in Chapter 2, Article 6, Division 9, Bozeman Municipal Code, as amended, and as such, are not eligible for impact fee credits.

If Landowner defaults on this condition at the time such condition is to be performed, and if the default is not remedied or corrected within thirty (30) days after written notice by City to Landowner of such default, City may at their option: Declare the amounts owing for impact fees immediately due and payable and City shall have the right and privilege to take legal action against Landowner for the collection of such sum, including the entry of any judgment. In addition, the City may, at its option, enforce payment of such amount by levying an assessment on the premises; and

- (i) Elect any other remedy available to City under the laws of the State of Montana.

## **22. Recordation**

The parties recognize these documents must be filed and of record with the Gallatin County Clerk and Recorder prior to the sale of any land with the Property. The Parties further agree that the City may record these documents at any time.

### **23. Governing Law and Venue**

This Agreement shall be construed under and governed by the laws of the state of Montana. In the event of litigation, venue is in the Eighteenth Judicial District Court, in and for County of Gallatin, State of Montana.

### **24. Attorney's Fees**

In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, then the prevailing party shall be entitled to reasonable attorney's fees and costs, to include the salary and costs of in-house counsel including the Bozeman City Attorney.

### **25. Waiver**

No waiver by either party of any breach of any term, covenant or agreement shall be deemed a waiver of the same or any subsequent breach of this same or any other term, covenant or agreement. No covenant, term or agreement shall be deemed waived by either party unless waived in writing.

### **26. 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.

### **27. Modifications or Alterations**

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

### **28. No Assignment**

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

### **29. Successors**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns and specifically to subsequent owners of the Property.

### **30. Covenants to Run with the Land**

The parties intend that the terms of this Agreement shall benefit the Property and shall be covenants running with the land and shall not expire at their deaths or upon transfer of ownership of the property or change in organization or structure of the Landowner.

The undersigned affirms that he has the authority to enter into this Agreement and on behalf of the Landowner and to bind Landowner to this Agreement.

### **31. Remedies**

The Landowner understands and agrees the City may require the terms of this Agreement as conditions of approval for any land use development application. In addition, the Landowner agrees that should it be determined by the City to not be in compliance with the terms of this Agreement the City may withhold approval of any such land use application to include but not be limited to site plan, subdivision, zoning, or building permit.

### **32. No Third-Party Beneficiary**

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. Integration**

This Agreement and all Exhibits attached hereto constitute the entire agreement of the Parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the Parties. There are no understandings between the Parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA )

:ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BOZEMAN**

\_\_\_\_\_  
Andrea Surratt  
City Manager

ATTEST:

\_\_\_\_\_  
Robin Crough  
Clerk of the City Commission

STATE OF MONTANA )

:ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Andrea Surratt and Robertin Crough known to me to be the persons described in and who executed the foregoing instrument as City Manager and Clerk of the City Commission respectively, of the City of Bozeman, whose names are subscribed to the within instrument and acknowledged to me that they executed the same for an on behalf of said City.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

**EXHIBIT "A"**

**WAIVER OF RIGHT-TO-PROTEST**  
**CREATION OF SPECIAL IMPROVEMENT DISTRICT**  
**FOR A CITY-WIDE PARK MAINTENANCE DISTRICT**  
**2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana

**IN CONSIDERATION** of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impact to City parks which will be caused by the development of the above-described property, Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for maintenance of any parks within the annexed area and/or of a City-wide Park Maintenance District, which would provide a mechanism for the fair and equitable assessment of maintenance costs for City parks, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

This waiver is made for the benefit of the property described above and shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)



**EXHIBIT "B"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR STREET IMPROVEMENTS N.  
COTTONWOOD ROAD  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to N. Cottonwood Road which will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: paving, curb and gutter, sidewalk, lighting, and storm drainage facilities for N. Cottonwood Road, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said improvements on a fair share, proportionate basis as determined by square footage of

2017 2<sup>nd</sup> High School Annexation Agreement 26

property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

**EXHIBIT "C"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR STREET IMPROVEMENTS TO W. OAK  
STREET  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana.

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to W. Oak Street which will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: paving, curb and gutter, sidewalk, lighting, and storm drainage facilities for W. Oak Street, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said improvements on a fair share, proportionate basis as determined by square footage of

2017 2<sup>nd</sup> High School Annexation Agreement

property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

**EXHIBIT "D"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR STREET IMPROVEMENTS TO DURSTON  
ROAD  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana.

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to Durston Road which will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: paving, curb and gutter, sidewalk, lighting, and storm drainage facilities for Durston Road, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said improvements on a fair share, proportionate basis as determined by square footage of

2017 2<sup>nd</sup> High School Annexation Agreement 30

property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

**EXHIBIT "E"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR STREET IMPROVEMENTS TO FLANDERS  
MILL ROAD  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana.

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to Flanders Mill Road which will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: paving, curb and gutter, sidewalk, lighting, and storm drainage facilities for Flanders Mill Road, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said improvements on a fair share, proportionate basis as determined by square footage of

2017 2<sup>nd</sup> High School Annexation Agreement

property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)



**EXHIBIT "F"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR INTERSECTION IMPROVEMENTS TO N.  
COTTONWOOD ROAD AND W. OAK STREET  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to the intersection of N. Cottonwood Road and W. Oak Street will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: intersection improvements for N. Cottonwood Road and W. Oak Street including traffic control, paving, curb and gutter, sidewalk, lighting and storm drainage to serve the property, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said improvements on a fair share, proportionate basis as determined by square footage of property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

**EXHIBIT "G"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR INTERSECTION IMPROVEMENTS TO N.  
COTTONWOOD ROAD AND BAXTER LANE  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to the intersection of N. Cottonwood Road and Baxter Lane will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: intersection improvements for N. Cottonwood Road and Baxter Lane including traffic control, paving, curb and gutter, sidewalk, lighting and storm drainage to serve the property, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said 2017 2<sup>nd</sup> High School Annexation Agreement

improvements on a fair share, proportionate basis as determined by square footage of property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

**EXHIBIT "H"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR INTERSECTION IMPROVEMENTS TO N.  
COTTONWOOD ROAD AND DURSTON ROAD  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to the intersection of N. Cottonwood Road and Durston road will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: intersection improvements for N. Cottonwood Road and Durston Road including traffic control, paving, curb and gutter, sidewalk, lighting and storm drainage to serve the property, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said 2017 2<sup>nd</sup> High School Annexation Agreement

improvements on a fair share, proportionate basis as determined by square footage of property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

**EXHIBIT "I"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR INTERSECTION IMPROVEMENTS TO  
DURSTON ROAD AND FLANDERS MILL ROAD  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to the intersection of Durston Road and Flanders Mill Road will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: intersection improvements for Durston Road and Flanders Mill Road including traffic control, paving, curb and gutter, sidewalk, lighting and storm drainage to serve the property, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said 2017 2<sup>nd</sup> High School Annexation Agreement

improvements on a fair share, proportionate basis as determined by square footage of property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)



**EXHIBIT "I"**

**WAIVER OF RIGHT TO PROTEST CREATION OF  
SPECIAL IMPROVEMENT DISTRICTS FOR INTERSECTION IMPROVEMENTS TO W.  
OAK STREET AND FLANDERS MILL ROAD  
2017 2ND HIGH SCHOOL ANNEXATION**

The undersigned Landowner of the real property situated in the County of Gallatin, State of Montana, and more particularly described as follows:

A tract of land, said tract being Tract 1A2 of Certificate of Survey No. 2554B, being located in the Southwest Quarter of Section 3, Township 2 South, Range 5 East, Principal Meridian Montana, Gallatin County Montana

IN CONSIDERATION of receiving approval for annexation of the subject property from the City of Bozeman, along with accompanying rights and privileges and for other and valuable consideration, the receipt of which is hereby acknowledged, and in recognition of the impacts to the intersection of Flanders Mill Road and W. Oak Street will be caused by the development of the above-described property, the Landowner has waived and does hereby waive for itself, its successors and assigns forever the right to protest the creation of one or more special improvement districts for the construction and maintenance of following improvements: intersection improvements for Flanders Mill Road and W. Oak Street including traffic control, paving, curb and gutter, sidewalk, lighting and storm drainage to serve the property, or to make any written protest against the size or area or creation of the district be assessed in response to a duly passed resolution of intention to create one or more special improvement districts which would include the above-described property.

In the event an SID is not utilized for the completion of these improvements, the developer agrees to participate in an alternate financing method for the completion of said 2017 2<sup>nd</sup> High School Annexation Agreement

improvements on a fair share, proportionate basis as determined by square footage of property, taxable valuation of the property, traffic contribution from the development or a combination thereof.

This waiver is made for the benefit of the property described herein shall be a covenant running with the land.

The terms, covenants and provisions of this waiver shall extend to, and be binding upon the successors-in-interest and assigns of Landowner.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LANDOWNER**

\_\_\_\_\_  
Robert Watson  
Bozeman High School District 7

STATE OF MONTANA    )  
                                  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 that executed the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

\_\_\_\_\_  
(Printed Name Here)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Use 4 digits for expiration year)

November 14, 2017



Bozeman High School District 7  
Attn: Todd Swinehart  
404 W. Main Street  
Bozeman, MT 59715

**RE: District 7 Second High School Annexation and Zone Map Amendment,  
Application 17454**

Dear Mr. Swinehart,

The City of Bozeman has approved the annexation and Public Lands and Institutions zoning requested. No changes were made to the terms and contingencies identified in the staff report. City staff will begin drafting the formal annexation agreement for review and action by the District.

Now that the annexation of the property has been approved, the District may submit the formal site review application. Completion of the annexation agreement is necessary before an action to approve the site review for the high school. If you have any questions please do not hesitate to contact me at 582-2260.

Regards,

A handwritten signature in blue ink, appearing to read "Chris Saunders".

Chris Saunders  
Community Development Manager

c: TD&H Engineering, 234 E. Babcock Street, Bozeman MT 59715  
Courtney Johnson  
file

**MEMORANDUM OF UNDERSTANDING  
REGARDING FINANCING OF PUBLIC INFRASTRUCTURE RELATED TO THE  
SECOND BOZEMAN HIGH SCHOOL  
BOZEMAN SCHOOL DISTRICT 7 - CITY OF BOZEMAN**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between Bozeman School District 7, a political subdivision of the State of Montana, with principal offices at 404 West Main Street, Bozeman, Montana, 59715 (hereinafter referred to as “District”), the City of Bozeman, a self-governing municipal corporation of the State of Montana, with principal offices at 121 N. Rouse Ave., Bozeman, Montana, 59771 (hereinafter referred to as “City”). Collectively, the City and District are referred to as the “Parties.”

WHEREAS, the District intends to construct a new high school on property located west of Flanders Mill Road, north of Meadowlark Elementary School, east of Cottonwood Road, and south of Oak Street; and

WHEREAS, prior to occupancy of the new high school, the District must complete certain public infrastructure which the City also desires to have completed to ensure adequate transportation and other public infrastructure exists in the vicinity of the second high school and Bozeman Sports Park prior to occupancy of the second high school and also to ensure development of the second high school is in compliance with the City’s adopted transportation plan, its growth policy and capital improvement plans; and

WHEREAS, the District and the City understand that their cooperation in the development of public infrastructure is in the public interest; and

WHEREAS, the District and City desire in conjunction with a final decision on site plan approval for the high school and prior to the commencement of construction of any off-site infrastructure to enter into a binding interlocal agreement that will provide the rights and responsibilities and the duties and obligations of the Parties regarding the City’s financial participation in the District’s construction of infrastructure necessary to serve the second high school; and

WHEREAS, the District and the City desire to enter into this MOU to establish the basic principles for which a subsequent interlocal agreement will be created.

NOW, THEREFORE, the District and the City understand:

- 1. CITY’S FINANCIAL PARTICIPATION IN PUBLIC INFRASTRUCTURE.**  
The Parties desire to cooperate in the costs of designing and constructing certain public infrastructure related to the second Bozeman high school. The Parties understand this cooperation will require the District to pay the costs of the design and construction of certain public infrastructure with the City reimbursing the

District a percentage of the District's costs. The City's reimbursement to the District for the City's portion of the District's costs will be based on how much of each component of infrastructure is considered "non-local share." The Parties intend the District pay for all infrastructure that is considered the District's "local share" related to the construction of the second high school and for the City to pay the costs of infrastructure that is non-local share for certain infrastructure improvements and the City's local share on Oak Street related to the Sports Park. The chart below provides an understanding at this time of the percent of financial responsibility for the District and City for the estimated costs of each component of infrastructure. It is anticipated the City's payments to the District will occur in Fiscal Year 2020 (beginning July 1, 2019.) Such payments and their timing will be finalized in the forthcoming interlocal agreement for construction.

The Parties understand that there is the potential for actual costs to exceed estimates; exceeding project cost estimates may require the parties to reach agreement on how those additional costs are to be funded.

Project	Entity	Share	Estimate
Cottonwood Road (Oak to Baxter)	School District	96%	\$1,860,000
	City	4%	85,000
Oak Street	School District	33%	433,000
	City – Sports Park	33%	433,000
	City – Impact Fees	34%	434,000
Roundabout at Oak St. and Cottonwood Road	School District	0%	
	City – Impact Fees	80%	2,192,000
	City – Arterial & Collector District	20%	548,000
Estimated Total Costs			\$5,985,000

2. **FUTURE INTERLOCAL AGREEMENT.** The Parties intend the purpose of a future Interlocal Agreement will be to establish the specific legal rights and responsibilities and the duties and obligations of the parties regarding the City's payment of costs identified in Section 1, above. The interlocal agreement must detail the City's and District's share of the District's costs, the timing of the City's payment to the District, and other terms and conditions necessary for the City's payment including compliance with public procurement requirements.

3. **REPRESENTATIVES.**

- a. City's Representative: The City's Representative for the purpose of this MOU shall be Assistant Bozeman City Manager Chuck Winn or such other individual

as Mr. Winn shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this MOU, 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 Representative 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 the District's Deputy Superintendent of Operations Steve Johnson or such other individual as the Mr. Johnson shall designate in writing. Whenever direction to or communication with the District is required by this MOU, 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.

4. **NON-BINDING**. The parties intend this MOU to be non-binding.

**\*\*\*\* End of MOU except for signatures \*\*\*\***

**BOARD OF TRUSTEES  
BOZEMAN SCHOOL DISTRICT 7**

By: \_\_\_\_\_  
Andrew Willet, Chairman

ATTEST:

\_\_\_\_\_  
Michael Waterman, District Clerk


**CITY OF BOZEMAN**

By: \_\_\_\_\_  
Carson Taylor, Mayor

ATTEST:

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Robin Crough, City Clerk

	Arneson	Fischer	Lusin	Neil	Reinhardt	Tage	Willett	Wilson
<b>Motion</b>								
<b>Second</b>								
<b>Ayes</b>								
<b>Nays</b>								
<b>Abstain</b>								

TITLE: PROPERTY TAX OVERVIEW  
 CATEGORY: DISCUSSION AND REPORTS  
 ORIGINATED BY: Mike Waterman,  
 Director of Business Services  
 OTHERS INVOLVED: Steve Johnson,  
 Deputy Superintendent Operations  
 DATA EXPANSION: None  
 COST/FUND SOURCE: N/A

#### IMPLEMENTATION

ACTION: High School and Elementary District DISCUSSION  
 December 1, 2017

#### DISCUSSION:

Gallatin County taxpayers recently received their 2017-18 property tax bills. Although the Board of Trustees finalized its budgets and corresponding tax levies in August, it is helpful to know how the Bozeman Public Schools and K-16 education fit into the overall tax picture and how our levies compare to neighboring and similarly-sized districts.

First, however, it is imperative to understand that taxpayers are subject to different tax amounts based on the location of their property. This analysis is specifically limited to properties located within the Bozeman city limits. Taxpayers in different jurisdictions will have circumstances that vary from those presented here.

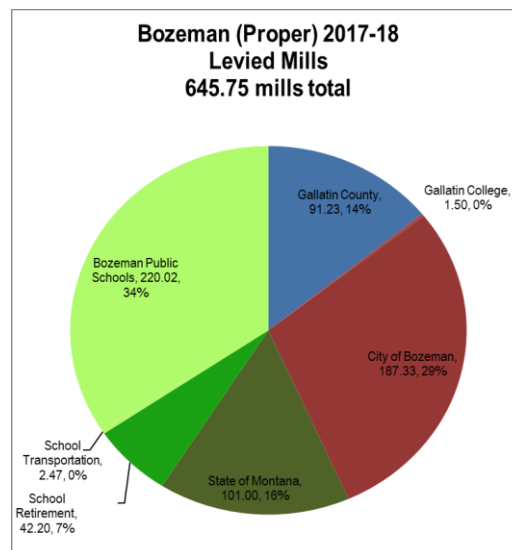
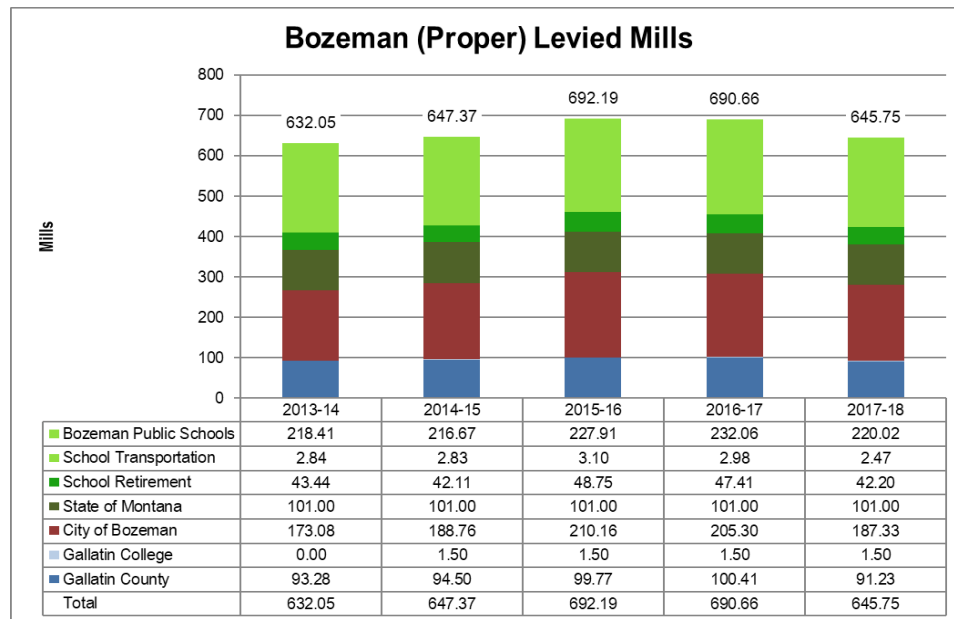
Taxpayers within city limits will pay a total of 645.75 mills for the current tax year. This represents a decrease of 44.91 mills, or 7.1%. In fact, each of the levying jurisdictions held or decreased their mills over the previous year:

#### Levied Mills:

	2016-17	2017-18	% of Total	Change	% Change
Gallatin County	100.41	91.23	14.1%	-9.18	-9.1%
Gallatin College	1.50	1.50	0.2%	0.00	0.0%
City of Bozeman	205.30	187.33	29.0%	-17.97	-8.8%
State of Montana	101.00	101.00	15.6%	0.00	0.0%
School Retirement	47.41	42.20	6.5%	-5.21	-11.0%
School Transportation	2.98	2.47	0.4%	-0.51	-17.11%
Bozeman Public Schools	232.06	220.02	34.1%	-12.04	-5.19
<b>Total</b>	<u>690.66</u>	<u>645.75</u>	<u>100.0%</u>	<u>-44.91</u>	<u>-7.1%</u>

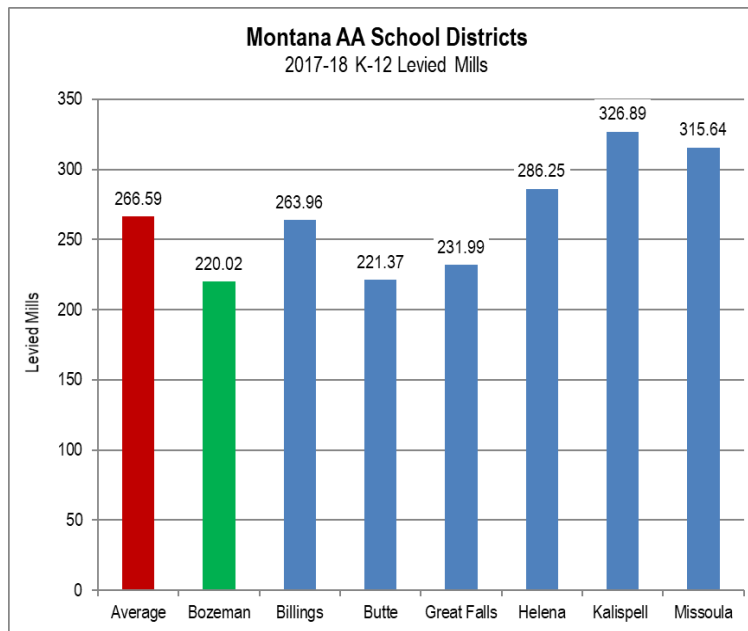


This year, Bozeman Public Schools taxes represent 34.1% of the total mills levied in Bozeman proper. Other jurisdictions, including the State of Montana and Gallatin County, also levy mills in support of K-16 education. These levies are represented by the various shades of green on the accompanying graphs. In total, 367.19 of the 645.75 mills levied within the Bozeman city limits—56.9%—are levied in support of K-16 education.

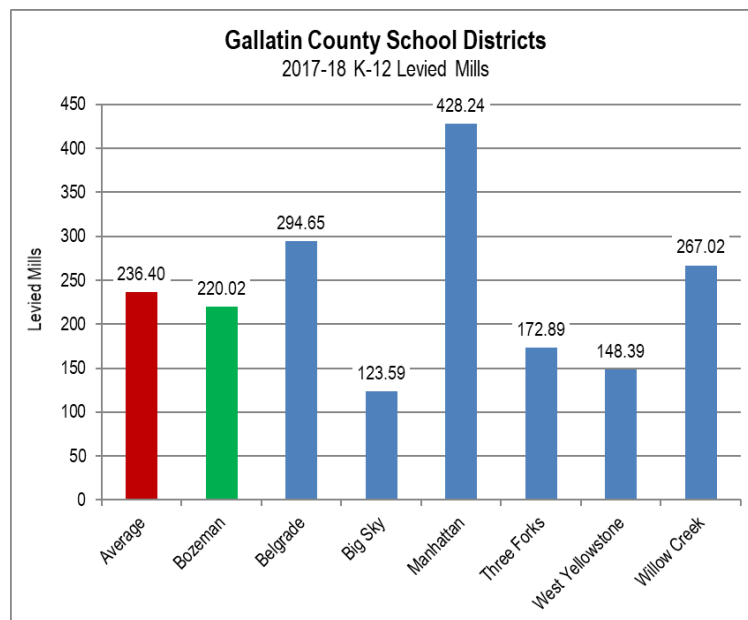


Much—perhaps most—of this year's mill reductions are due to significant growth in our local tax base. The tax base growth includes both appreciation of existing property and the addition of newly taxable property. An individual's tax bill is determined by multiplying these levied mills by the individual's taxable property value. If the property value increased more than the 7.1% rate at which overall mills declined, that individual's taxes will increase even though the mill rate dropped.

Finally, the District does track how Bozeman's school mills compare to those of other comparable and neighboring districts in the state. The seven largest school districts in the state—of which Bozeman is one—are classified as a 'AA' Districts for extracurricular athletic purposes. Although these districts differ in many ways, they are often compared on various different fronts. The following graph shows 2017-18 levies for Montana's AA Districts:



Local taxpayers often also ask how Bozeman's taxes compare to other districts in the county. Current year mills for K-12 Gallatin County School systems are as follows:



Taxable value (discussed above) and bond debt and taxable value are the primary driving factors in both comparisons. Many of the districts in these graphs issued debt this year, and those payments caused marked tax increases to those district's taxes. These comparisons will likely look significantly different in coming years when taxes are assessed for the debt payments for our District's second high school and renovations to Bozeman High School.

## FUTURE BOARD MEETINGS AND OTHER IMPORTANT DATES

December 18, 2017	Regular Board Meeting
January 8, 2018	Regular Board Meeting
January 22, 2018	Special Board Meeting
February 12, 2018	Regular Board Meeting
February 26, 2018	Special Board Meeting
March 5, 2018	Regular Board Meeting
March 26, 2018	Special Board Meeting
April 9, 2018	Regular Board Meeting
April 23, 2018	Special Board Meeting
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 Tage  
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 Tage, 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 Tage  
Douglas Fischer  
Douglas Fischer  
Andy Willett  
Wendy Tage  
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

<b>July</b> 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	<b>August</b> 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	<b>September</b> S M T W Th F S 1 2 3 <del>4</del> 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	<b>October</b> 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
<b>November</b> 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	<b>December</b> 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	<b>January</b> 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	<b>February</b> 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
<b>March</b> 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	<b>April</b> 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	<b>May</b> 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	<b>June</b> 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.