

AGENDA #4
BOZEMAN SCHOOL DISTRICT NO. 7
WILLSON BOARD ROOM
FRIDAY September 28, 2018 – 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. Approve NE45 Architectural Fee Adjustment for Van Winkle Stadium and BHS Site Improvements
6. Approve Water Adequacy Agreement with the City of Bozeman Conditional for Van Winkle Stadium and BHS Site Improvements

Both Districts

28. 2018-19 Trustee Committee Assignments

SUPERINTENDENT'S REPORT

36. Superintendent's Report

BOARD OF TRUSTEES

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

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

38. 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


39. Van Winkle Stadium and BHS Site Improvements – Approve the Guaranteed Maximum Price with Jackson Contractor Group, Inc.

Both Districts

44. Extension of Superintendent's Contract and Approval of 2018-19 Compensation

ADJOURN

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

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

TITLE: APPROVE NE45 ARCHITECTURAL FEE ADJUSTMENT FOR VAN WINKLE STADIUM AND BHS SITE IMPROVEMENTS

CATEGORY: ACTION ITEM – CONSENT

ORIGINATED BY: Todd Swinehart, Director of Facilities

OTHERS INVOLVED: Steve Johnson, Deputy Superintendent Operations
Matt Stark, Facilities Project Manager, NE45 Architecture, LLC.

DATA EXPANSION: Fee Adjustment and Proposal

COST/FUND SOURCE: HS#2 Bond Revenue

IMPLEMENTATION

ACTION: High School District ACTION
Effective September 28, 2018

ISSUE:

Shall the Board of Trustees approve the Architectural fee adjustment for Van Winkle Stadium and BHS Site Improvements?

FACTS:

1. On May 2, 2017 a successful election authorized a \$125,000,000 bond levy for the design and construction of the second future second high school and upgrades at the existing building. Van Winkle Stadium will be the stadium for both BHS and High School #2.
2. On July 10, 2017 the State of Montana, Department of Administration - Architectural and Engineering Division, advertised a Request for Qualifications package, which included the Lambert Field Improvements and Van Winkle Stadium Renovations package.
3. On July 24, 2017 the board authorized administration to enter into an Interlocal Agreement with Montana State University for joint design and Construction Services.
4. A review of Consultant Qualifications was held in conjunction with MSU to determine which firms should be interviewed on August 10, 2017. Six total firms submitted, with five being selected for interviews.
5. Qualified firms were interviewed on September 6, 2017. The District's interview team was comprised of Facilities Staff along with Trustees Greg Neil and Sandra Wilson.
6. On September 22, 2017 the Montana Department of Administration, Architectural and Engineering Division, selected NE45 Architecture as the Architect-of-record for the Lambert Field Improvements. In conjunction with the Interlocal Agreement, the District concurred with the selection on September 26, 2017.
7. On October 11, 2017 a Notice to Proceed was issued to NE45 Architecture in conjunction with MSU in order to begin the design process.
8. On January 22, 2018 the board of trustees approved an initial fee of \$487,501.
9. Because of the nature of this project, a substantial portion of the fee is for Civil Engineering Services.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board approve the Architectural fee adjustment for Van Winkle Stadium and BHS Site Improvements due to an increase in the scope of work and added effort performed by NE45 Architects for an additional \$543,251.

OTHER ALTERNATIVES:

1. Approve with changes
2. Postpone Review and Approval

DISCUSSION:

The Basic Services initially negotiated for this contract covered all aspects for what was initially envisioned for the completion of this project. Per further refinement of what was ultimately required via District changes along with the city process, the overall scope increased to a point where additional architectural fees were warranted. The additional services being requested cover the following revisions:

1. 15th Avenue and Beall Street roundabout
2. Securing necessary roundabout property easements
3. Phasing of the project per city of Bozeman recommendations
4. Investigation and coordination with water rights
5. Inspection and testing for roundabout construction
6. Widening of Ruth Thibeault Way
7. Providing for an emergency vehicle access from the North 11th Avenue parking lot to the internal parking lot
8. Additional landscape elements to protect the main gate per the City of Bozeman Police Department
9. Additional pathways and lighting per City of Bozeman requirements
10. Design and coordination with the North Team building

With this request, the total revised fee will now total \$1,030,752.



September 17, 2018

Bozeman School District 7
Attn: Todd Swinehart, Director of Facilities
Bozeman High School
Bozeman, MT

RE: **Van Winkle Stadium Improvements Fee Adjustment and Proposal for Roundabout**

Todd:

NE45 Architecture (NE45) is pleased to provide this proposal narrative for additional design services for the Van Winkle Stadium Improvements Project as well as the fee for Architecture and Engineering services for the Roundabout at N 15th Ave and W Beall Street.

PROJECT DESCRIPTION

In order to meet intersection performance requirements, the City of Bozeman is requiring improvements to the intersection of the 15th Ave. and Beall Street. This is necessary as a result of the long-term plan to use Ruth Thibault Way as the primary student drop off and pick up. Based on discussions with the City of Bozeman and School District, the proposed intersection solution was determined to be a mini-roundabout.

- Roundabout layout and grading.
- Roundabout striping and signage.
- Storm drain modifications and improvements to accommodate roundabout.
- Other utility relocation coordination and approvals as necessary (water/hydrants, sewer/manholes, overhead/underground dry utilities, etc).
- Ditch/storm water channel piping design to accommodate roundabout.
- Storm water and roundabout design report.
- Roundabout lighting and 15th Street collector lighting adjacent to school property.
- Generation of easement exhibits for the roundabout. Our scope also includes easement negotiations and preparation of easement documents by a registered Realtor. We propose using the services of Tony Gaddo, PE, Realtor, who is the primary consultant the City of Bozeman uses for easement and right-of-way acquisition.
- Wetland permitting.
- Prepare construction storm water plan (SWPPP).
- Prepare plans and specifications.
- Assumptions.
 - Landscape and irrigation design are not required based on current configuration
 - Review Fees by others

PROJECT PHASES

Schematic Design

Generally, the schematic design phase includes horizontal layout of features including buildings, parking lots, streets, access drives, curb and gutter, water lines, sewer lines, and storm drain lines.

We will show dry utilities such as communication, gas, and power if available. Frequently, dry utilities lag the SD Drawings. General grading and slope concepts will be shown; however, detailed grading and finished grade contours will not be shown.

Design Development

The DD Phase will build off the SD Phase drawings. Adjustments to the horizontal layout based on team and owner comments will be made. We assume the horizontal location of the proposed building, parking areas, and access ways will be finalized at the start of the DD Phase. Detailed grading will be shown on the DD Phase drawings in the form of spot elevations; finished grade contours will not be shown. We consider 100% DD Phase drawings to be roughly 85 percent CD drawings from a civil standpoint. Civil technical specifications will be provided and will primarily reference the Montana Public Works Standard Specifications (MPWSS) and the City of Bozeman Modifications to MPWSS. We anticipate submitting the 100% DD Phase drawings to the City of Bozeman and Montana Department of Environmental Quality (DEQ) for review and approval of the required water main extension.

Construction Documents

The CD Phase will include addressing any questions or comments regarding the 100% DD Phase drawings. We assume there will be no horizontal changes in the site plan between the DD Phase and the CD Phase. At the conclusion of the CD Phase, stamped construction drawings and civil specifications will be provided to the architect in electronic PDF format. We have not included printing plans or specifications in our scope of work.

Bidding/ Permitting

The Bidding phase will include answering contractor questions, attending the pre-bid meetings, and generating any necessary addenda related to our design.

Construction Administration

The CA Phase will include review of contractor material submittals, attendance at the preconstruction meeting and construction meetings, RFI responses, and general oversight and observation of the project during construction.

Construction Inspections

Construction inspection includes task specific inspections and materials testing of improvements. Items such as public water, sewer, storm drain, and streets are required to be inspected while private improvements, such as parking lots, do not require rigid inspection and testing but is recommended to ensure the contact documents are being met.

- Inspection of utility installation
- Compaction testing of trench backfill.
- Inspection and density testing of subgrade.
- Inspection of geotextile placement.
- Inspection and testing of subbase and base course material.
- Inspection and testing of asphalt placement.
- Coring of in-place asphalt.
- Asphalt lab testing (Rice Specific Gravity, Gradation and Asphalt Content, Core Measurements).
- Inspection and testing of curb and gutter and concrete pavements (includes concrete testing of slump, air, and compressive strength).

- Inspection and testing of street sidewalk (includes concrete testing of slump, air, and compressive strength).
- Reporting

FEE STRUCTURE

Fee Adjustment Breakdown (Base on Jan 15th, 2018 program letter and signed contract):


Project Initial Budget:	\$7,500,000
Original Total Architecture and Engineering Fee: (6.5% of \$7,500,000)	\$487,501
Jackson's Bid Cost of Construction: (dated 08.2018)	\$11,995,030 (with anticipated savings)
Construction Minus Round About:	\$11,230,030 (Round About = \$765,000)
Proposed Total Fee:	\$729,952 (6.5% of Construction)
Additional Arch Fee:	\$242,451 (\$749,319 – \$487,501)
TD&H Fee:	\$232,500 (Pass through Cost)
	Design: \$165,000
	Bidding: \$3,000
	CA: \$34,500
	Inspection: \$30,000
Coordination with Round About Arch:	\$25,300
This coordination is the architectural management and city coordination required for our consultant (TD&H) to draw and design the required Round About.	
Phasing of Project (included are additional fees from DCI, MMI, DHM, NE45, P+W):	\$38,500
Water Rights Coordination:	\$4,500
Total Fee Requested:	\$543,251

I appreciate your time and consideration on the proposed fee adjustment.

Sincerely,



NE45 Architecture, LLC
Jeff Lusin, AIA, LEED AP BD+C
Principal

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

TITLE: APPROVE WATER ADEQUACY AGREEMENT WITH THE CITY OF BOZEMAN CONDITIONAL FOR VAN WINKLE STADIUM AND BHS SITE IMPROVEMENTS

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED BY: Todd Swinehart, Director of Facilities

OTHERS INVOLVED: Steve Johnson, Deputy Superintendent Operations

DATA EXPANSION: City of Bozeman Water Adequacy Agreement

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: High School District ACTION
Effective September 28, 2018

ISSUE:

Shall the Board of Trustees approve the Water Adequacy Agreement for the Van Winkle Stadium and BHS site improvements?

FACTS:

1. MCA 20-6-602 indicates the trustees of any district shall have the power and the responsibility to hold in trust all real and personal property of the district for the benefit of the schools and children of the district.
2. The plans for the new Van Winkle Stadium and BHS improvements necessitate the need to formalize the Cash in Lieu of water rights agreement.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended to accept the conditions of the Water Adequacy Agreement for Van Winkle Stadium and the BHS site improvements and ratify the Board Chair signature of the document.

OTHER ALTERNATIVES:

1. Do not approve

DISCUSSION:

The proposed addition of the Van Winkle Stadium and improvements at BHS necessitates the water adequacy agreement with the City of Bozeman. An initial cost of \$660 is required for Domestic Cash-in-lieu of water rights, with a future cost of \$463,200 being potentially required should the District not obtain and provide evidence of obtaining adequate water rights to offset the irrigation demand within 36-months. The District, through its consultants, has begun the process with the State of Montana Department of Natural Resources (DNRC) and Conservation and Department of Environmental Quality (DEQ) to obtain the required rights and approvals.

**AGREEMENT FOR
VAN WINKLE STADIUM IMPROVEMENT
WATER ADEQUACY REQUIREMENTS**

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

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

WHEREAS, the City’s water adequacy requirements are codified at Section 38.410.130 Bozeman Municipal Code;

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

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

WHEREAS, the Van Winkle Stadium Improvement is a major school development as defined by the Interlocal Agreement;

WHEREAS, the Van Winkle Stadium Improvement project has been submitted to the City for review as a site plan application and has been assigned by the City the application number 18192;

WHEREAS, the TD&H Engineering Memorandum dated July 19, 2018, attached to this Agreement as Exhibit B, was provided as part of application number 18192 and provides calculations for the anticipated annual irrigation volume for the Van Winkle Stadium Improvement project;

WHEREAS, email communication from TD&H Engineering to the City dated August 22, 2018, attached to this Agreement as Exhibit C, was provided as part of application number 18192

and provides calculations for the anticipated annual domestic water volume for the Van Winkle Stadium Improvement project;

WHEREAS, the City has reviewed the above-referenced calculations and confirms that the anticipated water volumes calculated are appropriate and acceptable for purposes of addressing the City's water adequacy requirements;

WHEREAS, prior to final approval of a site plan, Section 38.410.130 Bozeman Municipal Code requires payment of cash-in-lieu of water rights, ownership transfer of adequate water rights, and/or the proposed installation of a non-potable water system for irrigation;

WHEREAS, Commission Resolution No. 4095, attached to this Agreement as Exhibit D, sets forth the cash in lieu of water right fee at \$6,000/acre-foot of water supplied by the City;

WHEREAS, BSD is required to connect to the City's municipal water supply system to provide water for domestic uses for the Van Winkle Stadium Improvement project and intends to make a payment of cash-in-lieu of water rights as hereinafter tabulated for the anticipated annual domestic water volume for the project;

WHEREAS, BSD intends to obtain water rights at a later date that are adequate to satisfy the anticipated annual water volume for irrigation to supply a non-potable water system for irrigation for the Van Winkle Stadium Improvement project;

WHEREAS, BSD acknowledges and understands that there is no guarantee it will be successful in obtaining adequate water rights to supply a non-potable water system for irrigation to satisfy the anticipated annual water volume for irrigation for the Van Winkle Stadium Improvement project;

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

WHEREAS, BSD will connect to the City's municipal water supply system to provide irrigation water for the Van Winkle Stadium Improvement project as an interim measure during the period provided for hereinafter allowing for BSD to obtain water rights to supply a non-potable water system for irrigation;

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

1. Property Description

This Agreement pertains to, and includes, the property designated and identified on Site Plan Application 18192, addressed as 205 N. 11th Ave., with a legal description provided on the

project's Development Review Application as "S12, T02 S, R05 E, ACRES 27.08, HIGH SCHOOL SITE TRACT IN NW4" being located in City of Bozeman, Gallatin County, Montana.

2. Water Adequacy Requirement

BSD has been informed of, and agrees to comply with, the water adequacy requirements of Bozeman Municipal Code codified at Section 38.410.130. BSD agrees to provide payment to the City of cash in lieu of water rights pursuant to Table 1.

Table 1: Cash-in-lieu Water Rights for Van Winkle Stadium Improvement Project

Category	Anticipated Annual Water Volume (Acre-Feet)	Cash-in-lieu water rights @ \$6,000/acre-foot	Time Required for Payment
Domestic	0.11 ¹	\$660	Prior to Site Plan Approval
Irrigation	77.20 ²	\$463,200 ³	See Part 3, this Agreement

1 – See Exhibit C

2 – See Exhibit B

3 – Irrigation cash in lieu of water rights amount provided in table is an estimate based on Exhibit B. If triggered under Part 3 of this Agreement, the irrigation cash in lieu of water rights amount will be calculated based on actual metered water usage for irrigation supplied from the City's municipal water supply system.

3. Time to Obtain Irrigation Water Rights

This section applies only to water rights for irrigation and does not apply to cash-in-lieu requirements for the anticipated domestic water volume. The cash in lieu water rights payment for the domestic amount in Table 1 shall be provided prior to Site Plan approval.

BSD shall have thirty-six (36) months from the date of this Agreement to provide proof to the City that it has obtained water rights adequate to satisfy the anticipated annual irrigation volume in Table 1. Proof of ownership shall be in a form acceptable to the City, and shall generally include a recorded deed and/or appropriate Department of Natural Resources and Conservation (DNRC) form(s) evidencing water right ownership by BSD. Adequate water rights for purposes of this Agreement are defined as any combination of water rights, or water shares, with a sufficient priority date, period of use, volume, and flowrate that are both legally and physically available at the property described in Part 1 of this Agreement to meet the anticipated annual irrigation volume for the entirety of the irrigation season defined as beginning no later than May 1 and ending no earlier than October 31.

Determination of water right adequacy as prescribed in the aforementioned shall be at the discretion of the City, which may choose to seek the opinion and advice of consultants, the

Department of Natural Resources and Conservation, Water Commissioners, or other individuals with subject matter expertise to aid in its determination of water right adequacy.

If BSD obtains irrigation water rights prior to thirty-six (36) months from the date of this Agreement and the City determines said rights are adequate for the entire defined irrigation season, then BSD shall be deemed to have met the requirements of this agreement concerning irrigation and no irrigation cash in lieu of water rights will be required.

If BSD obtains irrigation water rights prior to thirty-six (36) months from the date of this Agreement and the City determines said rights are not adequate for the entire defined irrigation season, BSD shall pay the City cash in lieu of water rights for the portion of the irrigation season for which the water rights are not adequate as determined by the City.

If the City determines the water rights obtained by BSD are not adequate to meet irrigation demand, the City will provide BSD written notice that BSD must pay the City cash-in-lieu of water rights for whatever portion of BSD's irrigation demand has not been met by the provision of water rights. In such a case, BSD must pay the City the required cash-in-lieu amount within 90 days after the written notice has been mailed.

If BSD provides the City no proof of water rights ownership within thirty-six (36) months from the date of this Agreement, then this shall serve as a conclusive basis to cause BSD to provide full payment of cash-in-lieu water rights for irrigation based on actual metered water usage. In such case, BSD must pay the City the cash in lieu amount determined within 90 days after written notice has been mailed.

4. Monthly Water Utility Rates

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

5. Water Impact Fees

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

6. Default

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

7. Extension

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

8. Modification or Alterations

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

9. No Assignment

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

10. Invalid Provision

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

11. Filing

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

****End of Agreement except for Signatures****

**BOARD OF TRUSTEES
BOZEMAN SCHOOL DISTRICT 7**

By: _____
Board Chair

ATTEST:

District Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

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

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

(SEAL)

Notary Public for the State of Montana

CITY OF BOZEMAN

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF MONTANA)
)ss.
County of Gallatin)

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

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

(SEAL)

Notary Public for the State of Montana

**INTERLOCAL AGREEMENT
SCHOOL DISTRICT 7 - CITY OF BOZEMAN**

THIS AGREEMENT is made and entered into this 12 day of November, 2012, between Bozeman School District 7 Elementary and High School, Political Subdivisions 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 Municipal Corporation of the state of Montana, with principal offices at P.O. Box 1230, Bozeman, Montana, 59771-1230 (hereinafter referred to as Bozeman).

WHEREAS, Bozeman and District are separate legal entities that have individual rights and duties as outlined in Montana Code; and

WHEREAS, the District desires to cooperate with Bozeman's development guidelines and standards without unduly restricting the legal rights of the Board of Trustees; and

WHEREAS, the District and Bozeman have the authority to enter into this agreement pursuant to Sections 7-11-101 through 7-11-108, MCA and 20-9-702, MCA.

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

- I. PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Interlocal Agreement is to establish operating process and guidelines relative to school siting, development within the City of Bozeman and the creation of Tax Increment Financing Districts.

1. CITY/SCHOOL DISTRICT REVIEW PROCESS:

- A. MAJOR SCHOOL DEVELOPMENT: Defined as: land acquisition for new facilities, new school construction, expansion of existing facilities or buildings of over 20% in land or floor area.
- a) EARLY CONSULTATION - COLLABORATION: The City and School District agree to consult with the respective staff persons of each party early in the due diligence process stage to share information and identify issues that may impact each parties interests in an effort to produce the best decisions for the public.
- b) INFORMAL REVIEW THROUGH THE DRC AND CITY COMMISSION: An "Informal Development Review Application" will be submitted to the City by the School District for review by the City Development Review Committee (DRC) and City Commission in order to provide official City feedback and guidance to the School District in order to assist them in their development plans. District project budgets and means and amounts of financing will take into consideration the results of the Informal Development Review to the maximum extent possible.

- c) SITE PLAN – EXEMPTIONS: If the Informal Development Review process warrants, a formal site plan application will be submitted to the City for review of the proposed school development. If the site plan application does not require any exemptions under M.C.A. Section 76-2-402, the application will be reviewed and approved administratively. Any proposed exemptions under M.C.A. Section 76-2-402 will necessitate noticing and a public hearing as required under Statute at a City Commission meeting.
 - d) COMPLIANCE WITH STANDARDS: The School District shall make every effort possible to achieve full City code compliance for all School development prior to proposing any site development exemptions as outlined above. The District shall not request exemptions to any building or fire safety standards. Requested exemptions shall generally be limited to on site development standards, including, but not limited to, landscaping, lighting, and parking.
 - e) BUILDING PERMITS: The District will obtain building permits as required by the International Building Code, administered through the City Building Division.
- B. MINOR SCHOOL DEVELOPMENT: Defined as: expansion of existing facilities or buildings less than 20% in land or floor area and other relatively minor site development changes that will affect Bozeman infrastructure; e.g. adding support structures, changes in access locations, changes to emergency service provisions, new or expanded parking lot-construction, etc.).
- a) STAFF/DRC REVIEW – EXPIDITED REVIEW: Staff or 1 week DRC Review and Planning Director authorization following Staff or Development Review Committee recommendation. Any proposed exemptions under M.C.A. Section 76-2-402 will necessitate noticing and a public hearing as required under Statute at a City Commission meeting.
 - b) BUILDING PERMITS: The District will obtain building permits as required by the International Building Code, administered through the City Building Division.
- C. CITY COMMUNICATION TO SCHOOL DISTRICT ON MATTERS POTENTIALLY AFFECTING SCHOOL DISTRICT OPERATIONS OR FACILITIES:
- a) The City shall make every effort to communicate to the School District regarding any significant changes to applicable land use or infrastructure

policies or regulations that may affect the District's facilities or operations, including the following:

- Long Range Planning Documents (Community Plan, Sub-Area Plans, etc.)
- Facility Plans
- Impact Fees
- Unified Development Code

- b) Prior to the Bozeman City Commission considering a Resolution of Intent to Create a Tax Increment Financing (TIF) District, the City agrees to make every effort to communicate with the School District regarding the purpose, intent, scope and timeline for the creation of any TIF District. The tax increment financing provision must take into account the effect on the Districts pursuant to MCA 7-15-4282 (2).


- II. **DURATION.** The term of this Agreement will end upon action taken by either the District Board of Trustees or the Bozeman City Commission to absolve this Agreement, with thirty days prior written notice to the other party. Either party may serve a Notice of Intention to Terminate upon the addresses as indicated in this Agreement.
- III. **SEPARATE LEGAL ENTITY/ADMINISTRATION.** There shall be no separate legal entity created as a consequence of this Agreement. Administration of this Agreement shall be the responsibility of the Chair of the District Board of Trustees and or designee and the Bozeman City Manager and/or designee.
- IV. **NON-WAIVER.** Waiver by either party of strict performance or any provision of this Agreement shall not be a waiver of or prejudice the party's rights to require strict performance of the same provision in the future or of any other provisions.
- V. **TIME OF ESSENCE.** It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.
- VI. **HEADINGS.** The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- VII. **NOTICES.** All notices required under this Agreement shall be deemed properly served if delivered in writing, personally, or sent by certified or registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Superintendent, Bozeman Public Schools PO Box 520, Bozeman, Montana 59771-0520, and to the City Manager, City of Bozeman, PO Box 1230, Bozeman, Montana 59771-1230. The date of mailing shall be deemed the date of such notice and service thereof.
- VIII. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. No alterations, modifications, or additions to this Agreement shall be binding unless reduced to writing and signed by the parties to be charged herewith. No covenant, term or addition to this Agreement shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the parties.

- IX. **AMENDMENTS.** The terms and conditions of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto. No oral modification shall be enforceable.
- X. **SEVERABILITY.** The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.
- XI. **EFFECTIVE DATE.** This Agreement shall be effective after approval by the respective governing bodies. It is the intent that said Agreement shall be effective on the date stated in the first paragraph of this Agreement.
- XII. **RECORDATION.** This Agreement shall be filed with the Gallatin County Clerk and Recorder and Montana Secretary of State as required by Section 7-11-107, MCA.

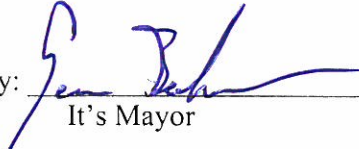
**BOARD OF TRUSTEES
BOZEMAN SCHOOL DISTRICT 7**

By: 
It's Board Chair

ATTEST:


District Clerk

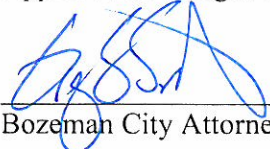
CITY OF BOZEMAN

By: 
It's Mayor

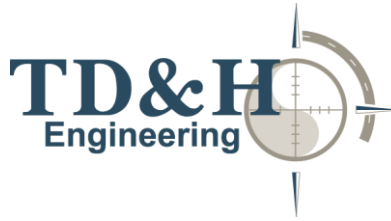
ATTEST:


City Clerk

Approved as to legal content:


Bozeman City Attorney

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

MEMORANDUM

Date:	July 19, 2018	TDH Job No.:	B17-083
To:	Brian Heaston, City of Bozeman Engineering Department		
From:	Ahren Hastings, PE, Project Manager		
Subject:	Cash in Lieu of Water Rights Calculations for Van Winkle Stadium		

- 1) What is the water source for the irrigation system? I didn't see it noted on the Sheet L400. I cannot find any water rights owned by BSD for the high school property in the DNRC WR database. There are two GWIC irrigation well logs that appear to be associated with the property (IDs 95792, and 95795). I've pulled meter data for the 5 meters on BSD accounts on the property. The meter data is attached and arranged in a pivot table/chart and also provided raw. If you have any questions on the data let me know since I have not provided metadata. 4 of these meters are in the H.S. bldg, 1 is the single family home on durston that will be demolished for the new softball fields. It is unclear from the meter data whether irrigation water is supplied by the city system, or by wells. The irrigation water source must be confirmed. There's a potential complicating issue here: if in fact wells are used for irrigation and there are in fact no water rights for the wells, then BSD would be in violation of the MT Water Use Act. If this is determined to be the case, then BSD would have to come forward with a water right to continue using the wells for irrigation. If they can't get a water right, then connection to the city system would need to occur. Under this scenario, CIL water rights for the anticipated irrigation demand of the entire post-project property would need to be provided if water rights are not available for the wells, assuming they're used to supply the irrigation system.
- 2) Please confirm that the irrigation schedule table on L400 is the anticipated demand for the areas identified on the sheet as 'new irrigation'. And that these 'new irrigation' areas are not currently being irrigated. Need to determine the net increase in irrigation demand for the project, if any. If its city water supplying the existing and proposed irrigation system, then the net increase in irrigation demand will be used to determine the CILWR fee. Again, if it's well water that doesn't have a water right that is serving the existing/proposed irrigation system, and a water right cannot be obtained, then full freight for CILWR for the post-project demand supplied by the city system would be needed. Would be helpful to separately quantify the existing irrigation demand and the post-project irrigation demand.

Response Items 1-2

Upon completion of the Van Winkle Stadium Project, water for irrigation of the existing and proposed landscape areas at Bozeman High School will be temporarily accommodated by City of Bozeman Water. The long-term irrigation plan for the High School is to water landscape areas with exempt wells. The existing parcels that make up the Bozeman High School Campus were created at a time and are sized such that exempt water wells are feasible for irrigation purposes. However, due to the Bozeman Solvent Site controlled ground water area (GWCA) currently encompassing the school campus, exempt wells are not available to the project. DEQ and DNRC have been contacted regarding the project and a petition to modify the plume and/or GWCA is being pursued. The anticipated time frame for this process is likely two years. Preliminary indication from DEQ is the plume concentrations have been dropping and it is possible that the GWCA can be reduced. Additionally, modeling and measurements indicate the Bozeman Solvent Plume may be within acceptable concentrations within the next five years which would effectively eliminate the GWCA. Either a reduction or elimination of the GWCA would allow for the use of exempt wells at the High School. Based on this information, the project intends to utilize City water for short-term purposes until alternative water sources are available. Similar to the New High School being construction in west Bozeman, we anticipate the City and School District will enter into an agreement that will allow for purchase of water rights on a short-term bases with reimbursement of the cost of those water rights upon discontinuation of City water use for campus irrigation.

- 3) I'd ask that you please provide calculations for the anticipated water demand for the bathrooms and concessions for the new stadium. I did not see these calculations provided with the site plan materials.
- 4) I'd ask that you please provide calculations for the anticipated water demand for the bathrooms and concessions for the existing stadium. The difference between the new stadium use and existing stadium use will be used for the CILWR fee determination.

Response Items 3-4

New bathrooms and concessions will be built at the new stadium. The existing bathrooms and concession areas will be left in place, but used sparingly. The majority of use will be shifted to the new facilities. Since this is a use that is already in place, facilities are just being relocated there should be little increase to existing overall demand. However, the fixture counts of the new facilities are higher than existing and therefore there will be a slight increase in water usage.

- 5) A CILWR credit will be given for the metered demand for the single family home that will be demolished. Meter records (for UTLCID = 46530) indicate the average annual usage for this home is 0.15 AF.

Response Item 5

Since it is anticipated that there will be only a slight increase to usage with the new stadium facilities and little to no overlap between new and existing facilities, the increase in demand will not exceed 0.15 ac-ft. Due to this assumption and the credit of 0.15 ac-ft, the existing and new stadium facilities will be omitted from cash-in-lieu water right calculations.

CALCULATIONS:

Total existing irrigation areas = **32.11 acres**

Areas adjusted per stadium project and existing high school remodel:

- a) New football field = 2.13 acres
- b) New hardscape and parking = 2.27 acres
- c) New structures and demo of existing structures = -1.23 acres of hardscape

Total irrigation areas after both projects = $(32.11 - 2.13 - 2.27 + 1.23) = \mathbf{28.9 \text{ acres}}$

Anticipated irrigation needs = 32.05 inches/year

$28.9 \text{ acres} \times (32.05/12) = 77.2 \text{ acre-feet}$

Water rights amount = $\$6,000/\text{ac-ft} \times 77.2 = \mathbf{\$463,200}$

Brian Heaston

From: Brian Heaston
Sent: Wednesday, August 22, 2018 3:20 PM
To: 'Ahren Hastings'; Kyle Scarr
Cc: Courtney Johnson; Shawn Kohtz; aoverstreet@ne45arch.com; JLusin@ne45arch.com
Subject: RE: Fwd: Van Winkle Stadium - CIL Water Rights

This works. Thanks.

From: Ahren Hastings [mailto:Ahren.Hastings@tdhengineering.com]
Sent: Wednesday, August 22, 2018 2:18 PM
To: Brian Heaston <bheaston@BOZEMAN.NET>; Kyle Scarr <Kyle.Scarr@tdhengineering.com>
Cc: Courtney Johnson <CEJohnson@BOZEMAN.NET>; Shawn Kohtz <SKohtz@BOZEMAN.NET>; aoverstreet@ne45arch.com; JLusin@ne45arch.com
Subject: RE: Fwd: Van Winkle Stadium - CIL Water Rights

Brian,

Apologies for not getting this to you sooner, but below are my assumptions based on the new larger seating stadium.

The existing stadium currently seats 3,000 spectators and the new stadium will seat approximately 3,200. After reviewing several documents for estimated flows of a sports venue most resources cite 5 gpd per seat. This includes bathrooms, concessions and locker room facilities. In speaking with the school district, the largest events at the current stadium are football games and track meets. All track meets will be held at the new high school's facility. Football and other sports events (soccer, lacrosse, etc) will be held here at the new van winkle stadium. Based on past event history, football will be the only event that would even have the potential to exceed the existing seating capacity of 3,000 during a single event. For this analysis, I am making the assumption that events other than football will not increase the water demand that is currently being used. This is based on those events having smaller spectator populations than the current seating capacity and that track meets will no longer be held at this facility. That leaves football games as increasing the water demand on the system. Currently approximately 6 games are played at the stadium a year. This will increase to 11 with the addition of another team playing home games there as well (one game will be the cross town game). Below are the calculations to account for this usage:

- 6 current games that will have an additional 200 person capacity: 6 games x 200 people x 5 gpd = 6,000 gallons
- 5 new games that will have the full 3,200 person capacity: 5 games x 3,200 people x 5 gpd = 80,000 gallons
- Total additional water used = 86,000 gallons = 11,497 CF = .26 ac/ft
- Credit for existing home being demolished = 0.15 ac/ft

In addition to the irrigation CIL of water rights calculations already provided, it is estimated the stadium will account for an additional **0.11 ac/ft per year or \$660.**

Please let me know if you have questions or need any further information to finalize the cash in lieu of water rights payment, thanks.

Ahren Hastings, P.E. | Civil Engineer

TD&H Engineering

234 E. Babcock Street, Suite 3 | Bozeman, MT 59715

>>> Brian Heaston <bheaston@BOZEMAN.NET> 8/3/2018 11:12 AM >>>

I've reviewed the CILWR memo. Comments 3 and 4 were not addressed adequately. The new stadium has a larger seating capacity, and will be utilized 2x as frequently. I do not agree with the assumptions that were made. Please address the comments as requested.

I'll draft the CILWR agreement once comments 3 and 4 are adequately documented.

Brian

From: Ahren Hastings [<mailto:Ahren.Hastings@tdhengineering.com>]

Sent: Thursday, July 19, 2018 9:58 AM

To: Brian Heaston <bheaston@BOZEMAN.NET>; Kyle Scarr <Kyle.Scarr@tdhengineering.com>

Cc: Courtney Johnson <CEJohnson@BOZEMAN.NET>; Shawn Kohtz <SKohtz@BOZEMAN.NET>; aoverstreet@ne45arch.com; JLusin@ne45arch.com

Subject: Re: Fwd: Van Winkle Stadium - CIL Water Rights

Brian,

Please see attached for our calculations and responses to the CIL of water rights at the Van Winkle stadium and let me know if you have any questions, thanks.

Ahren Hastings, P.E. | Civil Engineer

TD&H Engineering

234 E. Babcock Street, Suite 3 | Bozeman, MT 59715

p: [406.586.0277](tel:406.586.0277) | c: [970.381.4358](tel:970.381.4358) | d: [406.602.4065](tel:406.602.4065)

www.tdhengineering.com

>>> Kyle Scarr <kyle.scarr@tdhengineering.com> 6/6/2018 2:52 PM >>>

Can you look into any items of ours on his list.

Sent from my iPhone

Begin forwarded message:

From: "Brian Heaston" <bheaston@BOZEMAN.NET>

Date: June 6, 2018 at 2:35:29 PM MDT

To: "Kyle Scarr" <Kyle.Scarr@tdhengineering.com>, "Jeff Lusin" <JLusin@ne45arch.com>

Cc: "Courtney Johnson" <CEJohnson@BOZEMAN.NET>, "Shawn Kohtz" <SKohtz@BOZEMAN.NET>

Subject: Van Winkle Stadium - CIL Water Rights

Jeff and Kyle,

EXHIBIT C

I've reviewed the site plan materials provided for the stadium project and don't have enough information to produce a CIL water rights determination. Am going to need your assistance on this one. Please work through the questions below to help me determine the anticipated water use for the project.

- 1) What is the water source for the irrigation system? I didn't see it noted on the Sheet L400. I cannot find any water rights owned by BSD for the high school property in the DNRC WR database. There are two GWIC irrigation well logs that appear to be associated with the property (IDs 95792, and 95795). I've pulled meter data for the 5 meters on BSD accounts on the property. The meter data is attached and arranged in a pivot table/chart and also provided raw. If you have any questions on the data let me know since I have not provided metadata. 4 of these meters are in the H.S. bldg, 1 is the single family home on durston that will be demolished for the new softball fields. It is unclear from the meter data whether irrigation water is supplied by the city system, or by wells. The irrigation water source must be confirmed. There's a potential complicating issue here: if in fact wells are used for irrigation and there are in fact no water rights for the wells, then BSD would be in violation of the MT Water Use Act. If this is determined to be the case, then BSD would have to come forward with a water right to continue using the wells for irrigation. If they can't get a water right, then connection to the city system would need to occur. Under this scenario, CIL water rights for the anticipated irrigation demand of the entire post-project property would need to be provided if water rights are not available for the wells, assuming they're used to supply the irrigation system.
- 2) Please confirm that the irrigation schedule table on L400 is the anticipated demand for the areas identified on the sheet as 'new irrigation'. And that these 'new irrigation' areas are not currently being irrigated. Need to determine the net increase in irrigation demand for the project, if any. If it's city water supplying the existing and proposed irrigation system, then the net increase in irrigation demand will be used to determine the CILWR fee. Again, if it's well water that doesn't have a water right that is serving the existing/proposed irrigation system, and a water right cannot be obtained, then full freight for CILWR for the post-project demand supplied by the city system would be needed. Would be helpful to separately quantify the existing irrigation demand and the post-project irrigation demand.
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- 4) I'd ask that you please provide calculations for the anticipated water demand for the bathrooms and concessions for the existing stadium. The difference between the new stadium use and existing stadium use will be used for the CILWR fee determination.
- 5) A CILWR credit will be given for the metered demand for the single family home that will be demolished. Meter records (for UTLCID = 46530) indicate the average annual usage for this home is 0.15 AF.

Thanks for your help getting this straightened out. If you have any questions, give me a call. Also happy to sit down and meet if that would be more productive.

Sincerely,
Brian Heaston, PE

EXHIBIT C
Senior Engineer

City of Bozeman - Engineering
20 E. Olive St.
P.O. Box 1230
Bozeman, MT 59771

(406) 582-2280
bheaston@bozeman.net

City of Bozeman emails are subject to the Right to Know provisions of Montana's Constitution (Art. II, Sect. 9) and may be considered a "public record" pursuant to Title 2, Chpt. 6, Montana Code Annotated. As such, this email, its sender and receiver, and the contents may be available for public disclosure and will be retained pursuant to the City's record retention policies. Emails that contain confidential information such as information related to individual privacy may be protected from disclosure under law.

City of Bozeman emails are subject to the Right to Know provisions of Montana's Constitution (Art. II, Sect. 9) and may be considered a "public record" pursuant to Title 2, Chpt. 6, Montana Code Annotated. As such, this email, its sender and receiver, and the contents may be available for public disclosure and will be retained pursuant to the City's record retention policies. Emails that contain confidential information such as information related to individual privacy may be protected from disclosure under law.

COMMISSION RESOLUTION NO. 4095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOZEMAN, MONTANA, ESTABLISHING A VALUATION FOR CASH-IN-LIEU OF WATER RIGHTS.

WHEREAS, the City of Bozeman wishes to establish comprehensive goals and policies to provide for orderly, well-planned growth; and

WHEREAS, the City has established an annexation policy and development regulations pursuant to state law; and

WHEREAS, the City established an annexation policy and development regulations to protect the public health, safety, and welfare; and

WHEREAS, adoption of such goals and policies provide our community with clear guidelines for development proposals; and

WHEREAS, the City's policies and regulations require mitigation of negative impacts of development; and

WHEREAS, water is a scarce resource and lack of water can threaten the public health, safety and welfare; and

WHEREAS, the ability to consume and divert water is subject to strict requirements under state law and requires a specifically granted right to do so; and

WHEREAS, new development consumes water; and

WHEREAS, lack of water can create a significant constraint on development; and

WHEREAS, the City employs a system to ensure that adequate water and water rights can be obtained to provide necessary support for development.

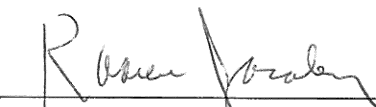
NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of

Bozeman, Montana, to wit:

A. It is the policy of the City of Bozeman to acquire usable water rights. Usefulness is determined by the City. Acquisition may be through annexation or land developments approved through subdivision, or zoning authority. The water rights shall be equal to the average annual diversion requirement necessary to provide the anticipated average annual consumption of water by residents and/or users of the property when fully developed on the basis of the zoning designation(s). The City Engineer shall establish procedures for calculation of required amounts of water. Should the property owner be unable to provide usable water rights, the City of Bozeman may accept an appropriate fee in lieu thereof. The fee will be used to acquire water rights or for improvements to the water system which will create additional water supply capacity. The fee shall be established by the City Commission, shall be stated in this resolution, shall be reviewed at least bi-annually, and when necessary shall be updated by the City Commission.


B. The fee is \$6,000.00 per acre-foot of water.

PASSED AND ADOPTED by the City Commission of the City of Bozeman, Montana, at a regular session thereof held on the 17th day of March 2008.



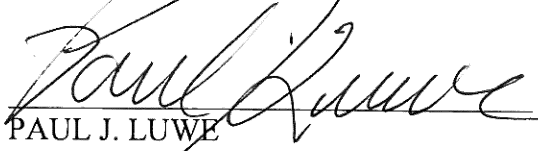
KAAREN JACOBSON
Mayor


ATTEST:



STACY ULMEN
City Clerk

APPROVED AS TO FORM:


PAUL J. LUWE
City Attorney

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

TITLE: 2018-19 TRUSTEE COMMITTEE ASSIGNMENTS

CATEGORY: ACTION ITEM - CONSENT

ORIGINATED BY: Robert Watson, Superintendent

OTHERS INVOLVED: Andy Willett, Board Chair; Heide Arneson, Vice Chair

DATA EXPANSION: 2018-19 Trustee Committee Appointments; Board of Trustee Committee Purpose and Descriptions

COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: Elementary and High School District ACTION
Effective September 28, 2018

ISSUE:

Shall the Board of Trustees approve the Board Chair's appointments of the School and Committee Assignments for the 2018-19 school year?

FACTS:

1. Trustee Committee Structure was revised in August 2018 as part of the process to align the work of the Trustees with the Long Range Strategic Plan (LRSP).
2. Committee structure allows for the formation of Task Force (subcommittees) to meet the ad hoc requirements of completing tasks that have specific charge and will sunset upon completion of that charge.
3. An outline of Committee purpose, description, and "looks like" statements have been prepared to assist the Board and Board Leadership in selecting and appointing to the committees.
4. A discussion of the Board School and Committee Assignments was held at the September 10 Board meeting.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended that the Board of Trustees approve the "Trustee Committees" and "Trustee Representation on Committees/Councils Associated with BSD7" as appointed by Board Chair Andy Willett.

OTHER ALTERNATIVES:

1. Amend Committee Appointments.

DISCUSSION:

This is a time for the Board of Trustees to consider approving the Board Chair's appointments of the School and Committee Assignments for the 2018-19 year. Please refer to the attachments for descriptions.

<u>STANDING COMMITTEES</u>				<u>AD-HOC OR AS NEEDED COMMITTEES</u>	
Long Range Strategic Plan	Heide			Budget Committee	Heide
	Douglas				Douglas
	Greg				Greg
Alternate				Alternate	Sandy
Long Range Facilities Plan	Gary			Teacher Negotiations	Gary
	Wendy				Wendy
	Heide				Greg
Alternate				Alternate	Tanya
District Safety Committee	Tanya			Indian Ed For All	Douglas
Alternate	Sandy			Future High Schools; Transition	Greg
					Sandy
Bozeman Schools Foundation	Sandy			Alternate	Tanya
Alternate	Heide				
				HS2 Construction Liason	Gary
Wellness Advisory	Gary			Alternate	Wendy
Alternate					Sandy
				BHS Renovation / Design Team	Wendy
MTSBA Delegates	Greg				Sandy
	Tanya				Greg
	Sandy			Alternate	
	Wendy				
Alternate	Heide			Stadium Project / Infrastructure	Andy
	Douglas				Greg
School Liason					
Sandy	BHS / Bridger			Grade Level Reading Campaign	Douglas
Heide	CJMS & ED				Andy
Tanya	SMS			Alternate	Wendy
Wendy	HA & ML				
Douglas	HY & IR			Legislative Issues (Local Option Tax)	Douglas
Andy	LO			Alternate	Tanya
Gary	MS				
Greg	WH			MTSBA Municipal Director	Gary

Bozeman School District 7

Board of Trustee Committee Purpose and Descriptions

2018-19



Trustee “Standing” Committees

Long Range Strategic Planning (LRSP) Committee

Purpose: The LRSP Committee will establish consistent focus of the school district on the Long Range Strategic Plan.

Description: The LRSP Committee consists of Trustees and education team members. The committee considers coordination of the LRSP consistent with the Core Ideology, Envisioned Future, Scanning of the Environment, and Goals and Strategic Objectives of the school district. The Trustee responsibility to the committee is to understand the research and its implications for development of the LRSP and represent this information at the Board table.

Looks Like:

- Three Trustees will serve on this committee appointed by the Board Chair. Trustees can serve more than one term on the committee as determined by the Board Chair.
- Committee meetings will be held as needed with the school district administration calling the meetings and coordinating the materials and research necessary for the work of the committee.
- Committee members will prepare for and attend the established committee meetings.
- Committee members will provide input on the recommendations under consideration and develop consensus on recommendations to be made to the Bozeman School District 7 Board of Trustees.
- Committee members will consider the educational and fiscal implications of recommendations to assure the LRSP becomes part of the culture of the Bozeman School District.
- Committee may recommend to the Board the formation of Task Force(s) intended to be ad hoc with specific duties that will sunset upon the accomplishment of established duties.

Long Range Facilities Planning (LRFP) Committee

Purpose: The LRFP Committee will establish direction for facilities and property development to assure adequate, safe, healthy facilities for students and staff.

Description: The LRFP Committee consists of Trustees, education team members, and community members. The committee considers future site acquisition, new facilities, renovation to current facilities, and the educational and financial considerations necessary to make decisions. The Trustee responsibility to the committee is to understand the research and its implications for future facility development and represent this information at the Board table.

Looks Like:

- Three Trustees will serve on this committee appointed by the Board Chair. Trustees can serve more than one term on the committee as determined by the Board Chair.

- Committee meetings will be held as needed with the school district administration calling the meetings and coordinating the materials and research necessary for the work of the committee.
- Committee members will prepare for and attend the established committee meetings.
- Committee members will provide input on the recommendations under consideration and develop consensus on recommendations to be made to the Bozeman School District 7 Board of Trustees.
- Committee members will consider the educational and fiscal implications of recommendations and the alignment with the Long Range Strategic Plan of the school district.
- Committee may recommend to the Board the formation of Task Force(s) intended to be ad hoc with specific duties that will sunset upon the accomplishment of established duties.

District Safety Committee

Description: The district has established a school safety committee to review and analyze district safety plan, safety protocols, district policies, and other miscellaneous issues related to school safety.

Looks Like:

- One to two trustees can represent the Board on this committee
- The committee is led by central office administration and includes school administrators, school resources officers, community members, and students.
- The committee makes recommendations to the Deputy Superintendent, Instruction. Those recommendations can become part of the District Safety Plan and/or can be addressed in the LRSP action plan related to school safety.

Bozeman Schools Foundation (BSF)

Purpose: The Bozeman Schools Foundation provides resources to inspire learning, enrich teaching and create opportunities for district students through community support.

Description: The Bozeman School District 7 Board of Trustees is responsible for confirming the appointment of the BSF Board of Directors. BSD#7 Board appoints one Trustee as a voting member of the BSF Board of Directors. Additionally, the Board Chair, Superintendent, and Asst. Superintendent for Business & Operations serve as ex-officio (non-voting) members of the BSF Board of Directors. The Trustee responsibility to the committee is to understand the work of the BSF and communicate this information at the Board table.

Looks Like:

- BSF meet monthly to support the purpose stated above.
- The school district members of the BSF support the operation of the BSF through partial funding of an executive director.
- The school district members of the BSF should assure alignment of the work of the BSF with the LRSP of the school district.

Wellness Advisory (WAC)

Purpose: To assist our District in implementing a school wellness policy and make recommendations for implementation on an ongoing basis.

Description: The Wellness Advisory Committee is made up of a diverse group of district and community members with an interest in student wellness. It was formed in 2005-06. The committee serves in an advisory capacity.

Looks Like:

- WAC meets 2-3 times during the school year.
- One Trustee can represent the Board on this committee.
- This committee is advisory to the Board and Administration of the district in making recommendations for students, staff and programs related to wellness.

MTSBA Municipal Director and Delegates

Purpose: The Montana School Board Association (MTSBA) organization allows representation of local Trustees on the Board of Directors. This representation provides the Bozeman School District with a voice and vote in statewide issues under the contemplation of the MTSBA.

Description: The Bozeman School District 7 Board of Trustees is represented by a Municipal Director and three Delegates who vote on statewide issues at the MTSBA delegate assembly and annual meeting. The Municipal Director represents BSD#7 on the MTSBA Board of Directors.

Looks Like:

- Municipal Director attends quarterly meeting of the MTSBA Board of Directors.
- Delegates attend Delegate Assembly in the Fall and vote on Legislative agendas and other matters important to our schools.

These positions also represent Bozeman School District #7 during AA Caucus meetings scheduled throughout the year.

Trustee AD-HOC or “As-Needed” Committees

Budget Committee

Purpose: The Budget Committee establishes recommendations for the Superintendent and Board of Trustees to align district resources with staffing and programs to improve student learning as outlined in the LRSP.

Description: The Budget Committee consists of Trustees, education team members, and community members. The committee operates using the Budget Development Parameters Order of Priority:

- ✓ Meet legal requirements including the Montana Accreditation Standards.
 - ✓ Meet contractual obligations and State and Federal legal requirements.
 - ✓ Address safety issues.
 - ✓ Maintain existing effective programs that contribute to LRSP objectives.
- Prioritize and fund additional requests to extent possible consistent with district LRSP.

The Trustee responsibility to the committee is to understand the research and provide input on recommendations to align district resources with programming and represent this information at the Board table.

Looks Like:

- Two Trustees will serve until replaced by appointment of the Board Chair.

- Committee meetings will be held as needed; more often during a legislative year than non-legislative year. The school district administration calls the meetings and coordinates the materials and research necessary for the work of the committee.
- Committee members will prepare for and attend the established committee meetings.
- Committee members will provide input on the recommendations under consideration and develop consensus on recommendations to be made to the Superintendent and Bozeman School District 7 Board of Trustees.
- Committee members will consider the educational and fiscal implications of recommendations and the alignment with the Long Range Strategic Plan of the school district.

Teacher (BEA) Negotiations Committee

Purpose: The Negotiations Committee will make recommendations to the Superintendent and Board of Trustees to determine the investment in the teaching staff that serves the children of Bozeman Public Schools.

Description: The Negotiations Committee consists of Trustees, administrators, teachers, and other representatives. The committee uses the consensus process to determine the priorities of investment and alignment of resources to improve student learning under the LRSP. The Trustee responsibility to the committee is to participate in the consensus negotiations process, understand the research and its implications for the future, and represent this information at the Board table.

Looks Like:

- Three Trustees will serve on the committee appointed by the Board Chair. Trustees can serve more than one term on the committee as determined by the Board Chair.
- Committee meetings will be held as needed with the school district administration calling the meetings and coordinating the materials and research necessary for the work of the committee. Generally, Consensus Negotiations takes place in the spring and requires 3-5 full days of participation by committee members.
- Committee members will prepare for and attend the established committee meetings.
- Committee members will provide input on the recommendations under consideration and develop consensus on recommendations to be made to the Superintendent and Bozeman School District 7 Board of Trustees.
- Committee members will consider the educational and fiscal implications of recommendations and the alignment with the Long Range Strategic Plan of the school district.

Indian Education For All (IEFA) Advisory

Purpose: To assist our District in implementing MCA 20-1-501 (Indian Education For All) for all schools in the district.

Description: The IEFA Advisory Committee contributes to the implementation of IEFA, ensuring the inclusion of the Essential Understandings Regarding Montana Indians in Bozeman School District curriculum and instructional practices.

Looks Like:

- IEFA meets a few times each year.

- One Trustee can represent the Board on this committee. Trustees can serve more than one term on the committee as determined by the Board Chair.
- The Trustee attends meetings of the IEFA Advisory Committee, reviews grant proposals and discusses IEFA implementation
- The Trustee acts as a liaison among the Board, the IEFA Advisory Committee and the community.

Future High Schools Project; Transition Committee

Two trustees will serve on the Transition Committee. The purpose of this committee will be to discuss grade level split, school boundaries and school culture (name, mascot) decisions. The committee started in May 2018 and will continue through the 2018-19 school year.

High School #2 Construction Board Liason

One trustee will serve as a liason to attend meetings with the GCCM, the architects and district administration regarding the construction of High School #2. Construction on HS2 started in March 2018 and will continue through July 2020.

BHS Renovation / Design Team

Three trustees will serve on the design team for the Bozeman High School renovation. This committee will be lead by our design consultants with CTA. The BHS renovation design process started in Summer 2018 and will continue through the 2018-19 school year.

Stadium Project / Road Improvments at BHS

Two trustees will serve on this committee responsible for the design and construction of the stadium project and road / infrastructure improvements at BHS. This committee started in 2017 and will continue through the 2018-19 school year.

Grade Level Reading Campaign Committee

One to two trustees will serve as liason(s) to this committee working on the LRSP grade level reading goal. The committee will include community partners and district staff. The committee is responsible for developing the LRSP action plan related to the grade level reading goal. It is expected that this committee will start work in the Fall of 2018 and continue into next school year.

Legislative Issues Liason

As we approach the 2019 Legislative session, we will be convening several meetings to discuss local and state level legislative issues. One to two trustees are needed to serve as Board liasons to attend these meetings. Examples include: potetial legislation related to creation of a safety levy or potential legislation regarding a local option tax.

School Liason

Purpose: To communicate school related matters with the Board of Trustees.

Description: School Liaisons are responsible for connecting with the assigned school, attending school related functions, meeting with the principal and staff as needed to understand the school environment, and generally communicating matters of importance to the school to the Board.

The role of a Board Liason

The purpose of the Board Liason is to have a Board member involvement in necessary projects by attending meetings sufficient to keep the board informed of project progression. The Board member would listen and observe interaction and engagement from all stakeholders in seeing the project is successful.


This position would allow direct Board engagement in various projects of significance and will the Board member would be able to speak to the projects with much greater information and insight at board meetings

or other meetings. It would also present to the public that the board is engaged in significant projects that affect the tax payers.

Any Board member serving as a Liaison would understand that their role is not to influence or direct any project. In addition, the Liaison would understand that they would not provide the staff or consultants with any information, or direct any conversation on the project, that in any way would require full Board discussion or approval.

The Liaison's main role is to listen and learn and be prepared to report to the Board as necessary. The Liaison may engage in the discussions of the stakeholders as they discuss the project but it should be clearly understood that any comment provided by a Liaison is only personal comments, does not represent any view of the Board, and the stakeholders take any Liaison comments as personal comments only and the stakeholders will decide to include any Liaison comments based on the merits of the comment and not based on the fact that the comment came from a Board member.

In the event any stakeholder is uncomfortable with the Liaison, the stakeholder is encouraged to report to the Board Chair any concerns. If the Board Chair is the Liaison, the stakeholder would report any concerns to the Vice Chair.

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

TITLE: SUPERINTENDENT'S REPORT

CATEGORY: SUPERINTENDENT'S REPORT

ORIGINATED
BY: Rob Watson,
Superintendent

OTHERS
INVOLVED: N/A

DATA
EXPANSION: None


COST/FUND
SOURCE: N/A

IMPLEMENTATION

ACTION: None
September 28, 2018

DISCUSSION:

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

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

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

CATEGORY: BOARD OF TRUSTEES

ORIGINATED BY: N/A

OTHERS INVOLVED: N/A


DATA EXPANSION: None

COST/FUND SOURCE: N/A

IMPLEMENTATION ACTION: September 28, 2018

DISCUSSION:

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

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

TITLE: PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

CATEGORY: PUBLIC PARTICIPATION

ORIGINATED BY: Board of Trustees

OTHERS INVOLVED: N/A

DATA EXPANSION: None


COST/FUND SOURCE: N/A

IMPLEMENTATION

ACTION: No official action required.

DISCUSSION:

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

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

TITLE: VAN WINKLE STADIUM AND BHS SITE IMPROVEMENTS – APPROVE THE GUARANTEED MAXIMUM PRICE WITH JACKSON CONTRACTOR GROUP, INC.

CATEGORY: ACTION ITEM - SINGULAR

ORIGINATED BY: Todd Swinehart, Director of Facilities

OTHERS INVOLVED: Steve Johnson, Deputy Superintendent Operations; Matt Stark, Facilities Project Manager; NE45 Architecture, LLC; Jackson Contractor Group, Inc.

DATA EXPANSION: Recommendation letter from Jackson Contractor Group, Inc.
GMP Bid Summary

COST/FUND SOURCE: High School Bond Revenue

IMPLEMENTATION

ACTION: High School District ACTION
Effective September 28, 2018

ISSUE:

Shall the Board of Trustees accept the Guaranteed Maximum Price (GMP) recommendation for the renovations to Van Winkle Stadium and BHS site improvements and allow administrator to enter into a contract with Jackson Contractor Group, Inc.?

FACTS:

1. On May 2, 2017 a successful election authorized a \$125,000,000 Bond Levy for the design and construction of the second future second high school and upgrades at the existing building. Van Winkle Stadium will be the stadium for both BHS and High School #2.
2. On July 24, 2017 the Board authorized administration to enter into an Interlocal Agreement with Montana State University for joint design and construction services.
3. On September 22, 2017 the Montana Department of Administration, Architectural and Engineering Division, selected NE45 Architecture as the Architect-of-Record for the Lambert Field Improvements. In conjunction with the Interlocal Agreement, the District concurred with the selection on September 26, 2017.
4. Jackson Contractor Group, Inc. was selected jointly by MSU and BSD7, per the Interlocal Agreement on November 27, 2017.
5. On December 14, 2017, the Board tentatively approved the schematic design for the stadium and site plan.
6. On January 4, 2017 a public meeting was held to address any community concerns relating to the proposed design.
7. The Schematic Design was ratified and fully approved on January 8, 2018.
8. The Final Design was presented and approved by the Board of Trustees on April 23, 2018.
9. Phase 1 bids were rejected by the Board of Trustees on June 28, 2018.
10. Pre-selection Request for Proposals for Site Work was advertised per statutory requirements in August 2018. Three firms submitted RFP's for consideration.

11. The Committee met on August 27, 2018 to select a Site Work Contractor.
12. The Board approved the pre-selection of a Site Work Contractor on September 10, 2018.
13. Bids for the remaining Phase 1 components of the project were publicly opened on September 18, 2018.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board of Trustees accept the Base Bid #1 Phase 1 of \$7,403,771 and Allowances of \$170,000 for the renovations to Van Winkle Stadium and BHS site improvements and allow administration to enter into a contract with Jackson Contractor Group, Inc.

OTHER ALTERNATIVES:

1. Approve the base project and include the north multi-use building at an additional cost of \$1,805,239 which would result in a total guaranteed maximum price (GMP) of \$10,893,606 for Phase 1.
2. Postpone review and approval.

DISCUSSION:

Bids for the planned stadium renovation were publicly opened on June 19, 2018 with bids over the original budget. A second bid opening was held on September 14, 2018. Those bids along with the pre-selection of the Site Work Contractor, which was approved at the September 10, 2018 Board meeting, brought the price substantially closer to the original budget. It is recommended at this time to accept the Base Bid #1 and Allowances for Phase 1 of the Van Winkle Stadium and BHS Site improvements. In addition, the Board is encouraged to consider including the construction of the north multi-use building as part of Phase 1. The north multi-use building houses team locker rooms, restrooms, storage and concessions that are in close proximity to the soccer field, tennis courts and softball fields. That building was a bid alternative and therefore can be accepted or rejected separately. The bid price for the north multi-use building was \$1,805,239 and is included as an alternative to the Superintendent's recommendation.

Phase 2 construction drawings will be finalized by the end of the year with an early 2019 bid opening. That portion of the project will account for the 15th Street and Beall Avenue Roundabout, improvements and widening of Ruth Thibeault Way, and the existing stadium and lighting demolition. All work associated with Phase 2 will be completed in conjunction with the overall stadium improvements with an anticipated completion of the both Phase 1 and Phase 2 in the fall of 2019, which are currently estimated at \$1,460,600.



BSD #17-41-36 –Van Winkle
Stadium Renovations – Phase 1 Bid Package

Todd Swinehart, P.E.
Director of Facilities, Bozeman Public Schools

September 21, 2018

RE: Van Winkle Stadium Renovations Phase 1 Bid Package #1 Summary

Todd,

Jackson Contractor Group received Bids for the Phase 1 Re-bid portion of the Van Winkle Stadium Renovation on 18 September 2018. Below is a summary of the process, results and recommendations moving forward.

Bid Summary

Jackson Contractor Group advertised the rebidding for phase 1 Van Winkle Stadium Renovations on 2 September 2018 with a bid date of 18 September 2018. 2 Addendum were issued during the bidding process and 1 addendum issued after bid for Electrical Clarification. Phase 1BP #1 bidding consisted of 22 Bid Items which was the balance of the phase 1 work. Previous contracts awarded through early procurement activities were the Synthetic Field Turf, Bleachers and Sitework contractor. A complete listing of the summary of the bids and apparent low bidders are attached.

List of Alternates

Alternate Amounts are valid for 60 days from the date of Bid.

- | | |
|---|--------------------------|
| • Alternate #1 – North Team Building | \$1,805,239 |
| • Deduct Alternate #1 – Decorative Fence | Included in Alt #1 above |
| • Deduct Alternate #2 – Irrigation, Sod and Landscaping | Included in Alt #1 above |
| • Deduct Alternate #3 – Black Chain link Fencing ilo Decorative Fence | Included in Base Bid |

Document Listing

- Jackson Contractor Group, Inc. Invitation to Bid dated 9/2/2018
- Permit Document Set Drawing Package dated 8/20/18
- Phase 1 Bid Specifications dated 8/20/18
- Geotechnical Engineering Evaluation dated January 2018
- Addendum #1 dated 9/10/2018
- Addendum #2 dated 9/13/2018
- Addendum #3 dated 9/17/2018

Recommendations

BSD #17-41-36 Van Winkle Stadium Renovations
Jackson Contractor Group, Inc



BSD #17-41-36 –Van Winkle
Stadium Renovations – Phase 1 Bid Package

It is our recommendation to approve the award Bid Package #1 of Phase 1 Van Winkle Renovations and award Alternate #1.

• Early Work Amendment #1(previously issued)	\$1,514,596
• BP #1 Phase 1	\$7,403,771
• Allowances	\$170,000
• <u>Alternate #1 North Team Building</u>	<u>\$1,805,239</u>
• Total Work Amendment #2	\$9,379,010
• <u>Total Phase 1 GMP</u>	<u>\$10,893,606</u>

Enclosures:

- Bid Package #1 Summary of Bids and Calculations.



Owner: Bozeman Public Schools
Project: BSD# 17-41-36 Van Winkle Stadium Renovations

SUMMARY - Early Work Ammendment #1

Scope of Work	Subcontractor	Amount	Recommendation/Notes
Synthetic Field Turf	Field Turf	\$ 475,435.60	
Grandstand Bleachers, Visitor Bleachers and Press Box	Dant Clayton	\$ 906,785.00	
General Conditions	Jackson Contractor Group	\$ 28,627.00	
Subtotal		\$ 1,410,847.60	
Indirects and Mark ups		\$ 103,748.40	
Total EWA #1		\$ 1,514,596.00	


Bid Package #1 Results Summary

Scope of Work	Apparent Low Bidder	Amount	Recommendation/Notes
1.01 Surveying	TD&H	\$ 17,000.00	
1.02 Earthwork, Grading, Utilities, Asphalt, Curb and Gutter	Central	\$ 2,192,575.00	
1.03 Site Concrete	Treasure State	\$ 395,995.00	
1.04 Concrete (Building, Bleacher Foundations and site walls	Jackson	\$ 463,500.00	
1.05 Masonry	Van Vleet	\$ 187,900.00	
1.06 Rough Carpentry, Wood Framing, Steel, SIPS	Jackson	\$ 194,600.00	
1.07 Cabinerty and Interior Carpentry	Mt. Millwork	\$ 16,741.39	
1.08 Building Insulation	Gallatin	\$ 1,737.00	
1.09 Metal Roofing	Jackson	\$ 94,900.00	
1.10 Siding	Jackson	\$ 155,000.00	
1.11 Gypsum Board	RDJ	\$ 12,817.00	
1.12 Doors and Hardware	Jackson	\$ 26,400.00	
1.13 Painting	TL	\$ 60,900.00	
1.14 Tile Walls and Floors	Great Floors	\$ 28,472.00	
1.15 Food Service Equipment	Bargreen	\$ 29,700.00	
1.16 Building Specialties	Jackson	\$ 59,400.00	
1.17 Plumbing complete	Williams	\$ 337,400.00	
1.18 Mechanical HVAC	Merit	\$ 51,593.00	
1.19 Plumbing and HVAC			with Bid 1.17 and 1.18
1.20 Electrical	Third Element	\$ 960,775.00	
1.21 Site/Field Specialties	Jackson	\$ 320,300.00	
1.22 Landscaping and Irrigation	Great Northern	\$ 350,000.00	
1.23 Overhead Doors	Door Tech	\$ 6,249.00	
1.24 Decorative and Chainlink Fencing	Mild Fence	\$ 190,195.00	Accepted Alt #3 for Black Chainlink
1.25 Abatement	Safetech	\$ 16,900.00	Previously bid and accepted
General Conditions	Jackson Contractor Group	\$ 483,754.55	
General Requirements	Jackson Contractor Group	\$159,500.00	
Cost of Work Subtotal		6,814,303.94	
Subtotal Direct Cost of Construction		6,814,303.94	
Construction Contingency		252,525.25	
Subtotal		7,066,829.19	
GCCM Fee	3.45%	243,805.61	
Subtotal		7,310,634.80	
GCCM Insurance	0.56%	40,939.55	
Performance and Payment Bonds	0.71%	52,196.18	
Subtotal		7,403,770.53	
Totals BP1		7,403,770.53	
Allowances			
Dewatering for Spring 2019		45,000.00	Concern with high ground water in Spring
Dog House at water connection to irrigation		15,000.00	Required per city for irrigation tie into city water. No details
Winter Weather Protection		75,000.00	Heating of buildings and frozen ground for Building winter work.
Building Permit		35,000.00	Does not include Impact Fees
Allowance Subtotal		170,000.00	

TOTAL BASE BID SCOPE PHASE 1 (EWA #1, BP 1, Allowances) \$ 9,088,367

Bid Package #1 Alternates	Bid Amount	Alternate Amount with GCCM Mark ups
Alternate #1 - North Team Building	\$1,645,096	\$1,805,239
Deduct Alternate #1- Decorative Fence	\$0	\$0
Deduct Alternate #2- Irrigation, Sod, and Landscaping	-\$6,100	
Deduct Alternate #3 - Black Vinyl Chain link ilo decorative fence	-\$94,750	
Total Alternates		-43
TOTAL PHASE 1 WITH ALTERNATE #1- North Team Building	\$ 10,893,606	\$1,805,238.99

Included in Alt #1
Included in Alt #1
Included in Based Bid Amount

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

TITLE: EXTENSION OF SUPERINTENDENT'S CONTRACT AND APPROVAL OF 2018-19 COMPENSATION

CATEGORY: ACTION ITEM - SINGULAR

ORIGINATED BY: Board Chair & Vice Chair

OTHERS INVOLVED: Board of Trustees

DATA EXPANSION: None

COST/FUND SOURCE: Estimated \$4,839 increase to compensation & benefits from Elementary and High School General Funds.

IMPLEMENTATION

ACTION: Elementary and High School District ACTION
Effective September 28, 2018

ISSUE:

Shall the Board extend the Superintendent's contract to June 30, 2021 and approve recommended contract changes for the term of the contract?

FACTS:

1. Robert J. Watson has served as the Superintendent of Bozeman School District since July 1, 2012.
2. Superintendent Watson has received annual performance evaluations in accordance with District Policy #6124 and 6124P.
3. The Superintendent's contract has a longevity incentive that provides an amount for a tax sheltered annuity or deferred compensation plan. The incentive for 2017-18 was 2.5%. The new contract language recommends to change this to 4% for the 2018-19 school year and increase the amount by 1.5% each successive year of the contract not to exceed a maximum of 7% in future years of the contract.
4. The recommended Salary increase is consistent with that received by other District administrators for 2018-19.
5. As per a market analysis completed by the Kaleva Law Firm, the average base salary for Superintendents in Billings, Great Falls, Kalispell, Missoula and Helena for the 2018-19 school year is \$159,784.

BOARD CHAIR AND VICE CHAIR RECOMMENDATION:

It is recommended that the Board approve the following changes to the current Superintendent's contract:

1. Specify the term of the contract to commence on July 1, 2018 and end on June 30, 2021.
2. Set a compensation amount of \$150,542 for the 2018-19 school year, which is a 1.5% increase from 2017-18.
3. Increase the deferred compensation incentive to 4%, which is a 1.5% increase from 2017-18, and specify that this amount will increase by 1.5% each year for future years of the contract, not to exceed 7%.

OTHER ALTERNATIVES:

Make no changes to the current contract, select a different compensation amount and/or do not approve the other proposed contract changes.

FUTURE BOARD MEETINGS AND OTHER IMPORTANT DATES

October 8, 2018	Regular Board Meeting
October 29, 2018	Special Board Meeting
November 12, 2018	Regular Board Meeting
December 10, 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		