

AGENDA #22

BOZEMAN SCHOOL DISTRICT NO. 7
WILLSON BOARD ROOM
THURSDAY June 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.

BOARD OF TRUSTEES

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

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

2. 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

3. Van Winkle Stadium – Accept Early Work Amendment #1 and Rejection of Bid Package #1

Elementary District


9. Exercise Option for Purchase of the Baxter Lane Sites and Approve Buy-Sell Agreements

DISCUSSION AND REPORTS

32. Revised Policy #3330, Extra-Curriculum Chemical Use Policy, 1st Reading

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: 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: June 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.

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

TITLE: PUBLIC PARTICIPATION ON
NON-AGENDA ITEMS

CATEGORY: PUBLIC PARTICIPATION

ORIGINATED
BY: Board of Trustees


OTHERS
INVOLVED: N/A

DATA
EXPANSION: None

COST/FUND
SOURCE: N/A

IMPLEMENTATION
ACTION: No official action required.

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

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

TITLE: VAN WINKLE STADIUM – ACCEPT
EARLY WORK AMENDMENT #1 AND
REJECTION OF BID PACKAGE #1

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.; Van Winkle
Stadium Renovations Phase 1 Bid
Package Summary Bid Tabulations

COST/FUND
SOURCE: High School Bond Revenue

IMPLEMENTATION

ACTION: High School District ACTION
Effective June 28, 2018

ISSUE:

Shall the Board of Trustees accept Early Work Amendment #1, allowing administration to enter into a contract with Jackson Contractors, Inc., and Reject Bid Package #1 for the renovation of Van Winkle Stadium and internal roads and parking lot construction at BHS?

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. Construction Documents were publicly advertised in June 2018 with a formal bid opening on June 19, 2018.

SUPERINTENDENT'S RECOMMENDATION:

It is recommended the Board accept Early Work Amendment #1; allow administration to amend the contract with Jackson Contractors, Inc., and Reject Bid Package #1 for the renovation of Van Winkle Stadium and internal roads and parking lot construction at BHS?

OTHER ALTERNATIVES:

1. Approve
2. Postpone review and approval

DISCUSSION:

Bids for the planned stadium renovation were publicly opened on June 19, 2018 with the total project being \$9,892,065. This represents an excess of \$2,392,065 over the original budget amount of \$7.5M. A substantial portion of the price overage was for earthwork for the expansion of Thibeault Lane and the roundabout at 15th Street and Beall Street. An add alternate for the north team building/locker rooms/concessions was identified at \$1,732,506

It is recommended at this time to accept Early Work Amendment #1 which provided for guaranteed pricing for both the synthetic field turf along with the bleacher systems. This early procurement will provide set pricing without incurring additional risk for escalations between now and 2019. This amendment will encumber a total of \$1,514,596 at this time with materials and labor either being reserved or fabricated and stored off-site.

It is further recommended at this time to reject the current bids and re-bid the project at a later time. We will work with the design and construction companies respectively to revise bid documents accordingly along with the early procurement of relevant materials.

With the proposed revised schedule, we will still strive for a completion date of Fall 2019, which is consistent with the current schedule. There are still several unknowns at this time, i.e. water rights and easements for the 15th Street roundabout, which will provide the design and construction team further time to provide the best possible solutions and outcomes.



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

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

June 25, 2018

RE: Van Winkle Stadium Renovations Phase 1 Bid Package Summary

Todd,

Jackson Contractor Group received Bids for the Phase 1 portion of the Van Winkle Stadium Renovation on 21 June 2018. Below is a summary of the process, results and recommendations moving forward.

Bid Summary

Jackson Contractor Group advertised the bidding for phase 1 Van Winkle Stadium Renovations on 3 June 2018 with a bid date of 19 June 2018. 4 Addendum were issued during the bidding process and a final bid date of 21 June was made. Phase 1 bidding consisted of 25 Bid Items which was the balance of the phase 1 work. Previous contracts awarded through early procurement activities were the Synthetic Field Turf and the Bleachers. Prior to bidding and throughout the bidding process Jackson contacted over 150 Subcontractors and suppliers to gain interest in bidding the project and listed the project in all 6 plans exchanges in the region. On 21 June Jackson received 39 Bids. Single complete bids were received for 14 of the 25 Bid Items. A detailed listing of the apparent low bids are attached. Of the 25 bid items there are several that have large variance to the previous estimate as well as some that have a large variance in bids giving concern to the completeness/understanding of the scope of work. They are as follows:

1. Bid Item 1.02- General sitework – Only one bid was received. This bid was 1.36 Million over the previous estimate. A post bid survey of other sitework contractors that were planning on bidding the project revealed that many of them did not submit a bid for several reasons. (1) Due to the wet spring much of their current workload has pushed further into this year not freeing up capacity in addition to picking up work in the last few weeks. (2) The aggressive schedule of getting the softball fields, East Parking lot and Field work completed this fall was going to required multiple crews further compounding their capacity concern. It is our opinion that the one bid received is at a very large premium due to schedule and lack of competitiveness. Other sitework contractors indicated that their price would have been close to the previous estimate amount.
2. Bid Item 1.22 – Landscaping and Irrigation. Three bids were received. The low bid was about 80% lower than the other two bids which is of great concern and further vetting would be required.
3. Bid Item 1.24 Decorative and Chain link Fencing. Two bids were received. Large disparity in bid amounts.



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

4. Uncompetitive Bid Items. 14 of the 25 bid items had only 1 bidder. We would anticipate some of this due to the current work load and labor conditions in the area and region. However, many bidders did indicate their intent to bid the project and dropped out largely due to the amount of current work they are executing in this busy time of year, recent work they just were awarded and the aggressive schedule of this project.

Permitting Concerns

The final site plan (Phase 1) and master site plan (Phase 1&2) have not been approved by the city. Both are in for review, comments and approval are not expected on Phase 1 site plan until early July at which time we can submit for the building permit. Given the backlog at the city we can anticipate 6 weeks for permit review which means we would not have a permit in place until mid to late August at the soonest. In addition, recent comments regarding the lack of water rights for irrigation further imposes risk with getting started with the project prior to final resolution.

Recommendations

Based on the above bid discrepancies, lack of competitive bids and uncertain items it would be our recommendation to reject Phase 1 Bids and rebid the project at a time when the uncertain items are finalized, and the final project scope is accounted for and updated into the documents. We would expect that to be this fall at which time we can schedule bidding for the timeframe that allows the district to gain the most competitive pricing advantage. This would allow for a late winter or early spring 2019 start of construction and completion in the fall of 2019. If it is the districts desire to have the new football field completed for the start of the Fall 2019 then we would need to discuss starting construction this fall and working through the winter on the portions of the project.

It is also our recommendation to proceed with the Early Work Amendment to contract and procure the Synthetic Field Turf and Bleachers that were previously awarded to Field Turf and Dant Clayton. We have contacted both firms and advised them of the potential delayed start of the project. Field Turf has agreed to hold their bulk pricing that was given based on the combined order with MSU Lambert Field with a small remobilization fee (less than \$5,000). Dant Clayton has indicated that they can continue with fabrication and store the material at their facility or at a location of our choice. A nominal storage fee may be required. Therefore, we request an Early Work Amendment in the amount of \$1,514,596 plus any accepted alternates for the Slip and Stain Resistance Deck Finish (\$46,018) for the supply and install of the Synthetic Field Turf, Bleachers and prefabricated press box.

We look forward to continuing our efforts to bring this great project to completion. If you have any questions, please do not hesitate to contact me.



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

Regards,

Jackson Contractor Group, Inc.

Greg Hebner, LEED AP BD+C

Vice President

Enclosures:

- Bid Package #1 Summary of Bids



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	\$ 865,327.00	
Subtotal		\$ 1,340,762.60	Does not include mark ups and General Conditions

Bid Package #1 Results Summary

Scope of Work	Apparent Low Bidder	Amount	Recommendation/Notes
1.01 Surveying	TD&H	\$ 17,127.00	
1.02 Earthwork, Grading, Utilities, Asphalt, Curb and Gutter	CMG	\$ 3,388,770.00	
1.03 Site Concrete	Treasure State	\$ 321,750.00	
1.04 Concrete (Building, Bleacher Foundations and site walls	Jackson	\$ 462,726.00	
1.05 Masonry	Van Fleet	\$ 186,021.00	
1.06 Rough Carpentry, Wood Framing, Steel, SIPS	Jackson	\$ 187,506.00	
1.07 Cabinetry and Interior Carpentry	Moderne	\$ 12,498.75	
1.08 Building Insulation	Gallatin	\$ 2,450.25	
1.09 Metal Roofing	Jackson	\$ 94,772.70	
1.10 Siding	Jackson	\$ 119,493.00	
1.11 Gypsum Board	Champion	\$ 2,027.52	
1.12 Doors and Hardware	Jackson	\$ 26,829.00	
1.13 Painting	Champion	\$ 29,831.67	
1.14 Tile Walls and Floors	Pierce	\$ 23,509.33	
1.15 Food Service Equipment	JV	\$ 29,848.50	
1.16 Building Specialties	Jackson	\$ 53,955.00	
1.17 Plumbing complete	0.00	\$ -	
1.18 Mechanical HVAC	0.00	\$ -	
1.19 Plumbing and HVAC	Williams	\$ 389,961.00	
1.20 Electrical	Third Element	\$ 690,435.90	
1.21 Site/Field Specialties	Jackson	\$ 324,774.45	
1.22 Landscaping and Irrigation	Great Northern	\$ 346,500.00	
1.23 Overhead Doors	Tri Jack	\$ 17,785.35	
1.24 Decorative and Chainlink Fencing	Cold Smoke	\$ 295,315.02	
1.25 Abatement	Safetech	\$ 16,731.00	
General Conditions	Jackson Contractor Group	\$ 366,750.00	
General Requirements	Jackson Contractor Group	\$ 159,500	
Cost of Work Subtotal		7,566,868.44	
Allowances			
Winter Weather Protection		98,000.00	
Building Permit		45,000.00	Does not include Impact Fees
Allowance Subtotal		143,000.00	
Subtotal Direct Cost of Construction		9,050,631.04	
Construction Contingency	3%	271,518.93	
		9,322,149.97	
GCCM Fee	3.45%	321,614.17	
		9,643,764.15	
GCCM Insurance	0.81%	80,125.73	
Performance and Payment Bonds	0.71%	70,233.66	
		9,794,123.54	
MGRT	1.00%	97,941.24	
Totals		\$ 9,892,065	

TOTAL BASE BID SCOPE PHASE 1 **\$ 9,892,065**

Bid Package #1 Alternates	Bid Amount	Alternate Amount with GCCM Mark ups
Alternate #1 - North Team Building	\$1,589,455	\$1,732,506
Deduct Alternate #1- Decorative Fence	-\$19,550	-\$21,310
Deduct Alternate #2- Irrigation, Sod, and Landscaping	\$0	\$0
Total Alternates		\$1,711,196
TOTAL WITH ALTERNATE #1- North Team Building	\$ 11,603,261	

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

TITLE: EXERCISE OPTION FOR PURCHASE OF THE BAXTER LANE SITES AND APPROVE BUY-SELL AGREEMENTS

CATEGORY: ACTION ITEM - SINGULAR

ORIGINATED BY: Steve Johnson,
Deputy Superintendent Operations

OTHERS INVOLVED: Todd Swinehart, Director of Facilities;
Lynda White, Attorney

DATA EXPANSION: Buy-Sell Agreements

COST/FUND SOURCE: \$837,168 for each property to be paid from proceeds of Emerson Lawn Sale

IMPLEMENTATION ACTION: Elementary District ACTION
Effective June 28, 2018

ISSUE:
Shall the board approve the Option Agreements for the purchase of property for two future elementary schools?

- FACTS:
1. Current enrollment projections indicate the potential need for two additional elementary schools in the next 12 years.
 2. The District has initiated the sale of property that is unlikely to be used as future school sites to finance the purchase of two sites.
 3. The District currently has Option to Purchase Agreements on two sites that are both located in high growth areas: Baxter Lane and Woodland Park
 4. District voters approved the purchase of both sites at the May 8, 2018 School Election.
 5. The sellers for the Baxter Lane site are Bob and Ron Brekke and Drummond Family Enterprises, LLP.
 6. This site is located north of Baxter Lane between Thomas Drive and Davis Lane.
 7. This site consists of two separate 10 acre parcels with two separate owners. Therefore, there are two Buy-Sell Agreements and both need to be approved in order to create a suitable school site.
 8. Each of the two parcels has an existing house that will be rented as long as it continues to be feasible to do so.
 9. It is likely that there will be extra land once the school is designed for this site. A future Board will need to decide the best use for any excess land.
 10. The Option Agreements for the two Baxter Lane parcels has a very short timeline. The Agreements require the Options to be exercised by July 1, 2018. The purchase price is \$837,168 each.

SUPERINTENDENT'S RECOMMENDATION:
It is recommended the board exercise the Option Agreements for the Baxter Lane Site and authorize administration to approve the Buy-Sell Agreements with Bob and Ron Brekke and Drummond Family Enterprises, LLP.

- OTHER ALTERNATIVES:
1. Do not approve the recommended agreements.
 2. Modify the agreements.

BUY-SELL AGREEMENT

This contract stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

THIS AGREEMENT is made at Bozeman, Montana, this ____ day of June, 2018.

1. PARTIES/REAL PROPERTY: BOZEMAN ELEMENTARY DISTRICT NUMBER 7, with mailing address of 404 West Main St. Bozeman Montana 59715 and/or assigns (hereinafter called "Buyer") agrees to purchase, and RONALD J. BREKKE, with mailing address of 3005 Baxter Lane, Bozeman, MT 59718 and ROBERT E. BREKKE, with mailing address of 321 Garnet Mountain Way, Bozeman Montana 59718 (hereinafter called "Sellers") agree to sell, the following described real and personal property (hereinafter referred to as the "Property") located in the City of Bozeman, Gallatin County, Montana, having street address of 3005 Baxter Drive, Bozeman, Montana 59718, and which is legally described as:

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

TOGETHER with all interest of Seller in all the water rights and mineral estate appurtenant thereto, vacated streets and alleys adjacent thereto, all easements benefiting the Property, all water rights, uncut timber, and all other appurtenances thereto; and all structures, improvements, and permanent fixtures thereon, including without limitation: buildings, erect and functioning fences and gates, irrigation fixtures, plumbing and heating fixtures, water heaters and burners, gas or pellet stoves, electric lighting fixtures and bulbs, ceiling fans, cabinetry, bathroom and kitchen fixtures, mirrors, roller shades, curtain rods and fixtures, blinds, window and door screens and shutters, storm doors and windows, linoleum, carpets and other attached floor coverings, landscaping and or fire protection sprinkler systems, ovens, stoves, and grills, hot tub(s), automatic garage door openers and controls, TV antennas and satellite dishes, mailbox, and shrubs, trees, and all other fixtures attached thereto.

2. PERSONAL PROPERTY: The following items of personal property, free of liens, are included: refrigerator, stove, dish washer and water softener.

3. WATER: Description of water rights, if any, to be transferred: Department of Natural Resources and Conservation Water Right Number: 41H 37428-00

4. MINERALS: Description of minerals, if any, to be conveyed: All appurtenant mineral rights owned by Seller on the subject Property, if any, including, but not limited to, all geothermal rights, mineral ore, sand, gravel, oil and gas, hydrocarbons, coal, stone, gemstones, wind, and or other matters relating thereto, whether expressed or implied.

5. PURCHASE PRICE AND TERMS: The total Purchase Price is EIGHT HUNDRED THIRTY SEVEN THOUSAND, ONE HUNDRED SIXTY EIGHT AND 00/100 U.S. Dollars (\$837,168.00) payable in full cash at closing.

6. BUYER'S FINANCING CONTINGENCY: Intentionally omitted. Not applicable.

7. BUYER'S DUE DILIGENCE CONTINGENCIES: The contingencies listed below shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to Closing, unless by the release date specified for each contingency, Buyer or Buyer's agent or attorney has notified Seller or Seller's agent or attorney in writing that the contingency is not released, waived, or satisfied. This period until the latest contingency release date set forth herein shall be termed the Buyer's "Due Diligence Period." If Buyer or Buyer's agent or attorney has notified Seller or Seller's agent or attorney prior to the applicable release date that a contingency is not released, waived, or satisfied, then the Buyer may: (a) terminate this Agreement immediately, in which event the Earnest Money and all accrued interest shall be promptly returned to Buyer and the parties shall have no further obligations herein, or (b) provide Seller a written list of objections and concerns (the "Objections") with the request that Seller resolve the Objections. If Objections are timely given, Seller and Buyer shall have three (3) business days (the "Resolution Period") to attempt to resolve such objections. Subject to any different procedure and timetable for title matters as set forth in Section 11 below, which language shall be controlling as to said title matters, if the Objections are not resolved or withdrawn prior to the end of the Resolution Period, then Buyer may terminate this Agreement by a written notice of termination given to Seller or Seller's agent or attorney prior to expiration of the Resolution Period, in which event, this Agreement shall be terminated, the Earnest Money together with any accrued interest thereon shall be returned to Buyer and the parties shall have no further obligations herein. If no such notice of termination is timely given, then (a) any unresolved Objections shall be deemed waived and this Agreement shall continue in full force and effect and (b) the Earnest Money shall thereafter be nonrefundable to the Buyer, except as otherwise provided herein.

A. TITLE REVIEW: As per the terms of Section 11 below.

B. PROPERTY INVESTIGATION: Buyer's obligation to close under this Agreement is contingent upon Buyer's independent investigation of and satisfaction with, in the Buyer's sole discretion, any conditions relating to the Property, including but not limited to: access, legal and physical; easements, apparent or of record; domestic water quality and availability; water pressure; surveys or other means of establishing the corners and boundaries and confirmation of acreage and lack of encroachments; appraisal; special improvement districts; restrictions affecting use such as private covenants or zoning ordinances; special building requirements; radon test; mold; environmental conditions/hazards; leases and any other agreements, licenses, or permits affecting the Property and use thereof; the physical condition of any buildings or improvements located on the Property and of the personal property to convey hereunder; utilities services, availability, and rates; insurance cost and availability; public school district; and or anything else concerning the Property that the Buyer deems appropriate in the Buyer's sole

discretion.

Release Date: **July 1, 2018.**

8. SELLER'S REPRESENTATIONS AND WARRANTIES: Seller represents and warrants to Buyer that:

A. Seller is the fee simple owner of all of the Property; and that Seller has the right and authority to execute documents of conveyance for the Property to Buyer.

B. Seller has not caused or consented to any work on the Property which could result in the filing of construction liens against the Property, and Seller shall not permit such liens to arise prior to Closing.

C. No person, firm, or entity other than Buyer has any right to acquire any of the Property, and there is no outstanding agreement to sell the Property to any third party. Seller has not granted and will not grant any third party any right of use of the Property after the Closing Date. No leases, licenses, agreements, or other use rights of any type or nature, with or in favor of any third party, whether written or oral, whether of record or not of record, exist as to the Property, other than as otherwise disclosed to the Buyer in writing in this Agreement.

Exceptions, if any: N/A

D. Seller has no knowledge of pending, threatened or contemplated condemnation actions which would affect the Property. Seller knows of no threatened or pending boundary disputes with owners of real estate adjoining the Property, nor has Seller entered into any boundary agreement with any adjacent property owner. Seller has no knowledge of any facts which would give rise to a claim of a prescriptive interest in and to any part of the Property by any third party, nor has any such claim or demand ever been threatened or asserted against the Seller or the Property during the period of Seller's ownership thereof.

E. To the best of Seller's knowledge and belief, the Property, and the Seller's use of the Property during the Seller's period of ownership, is not in violation of any zoning ordinance or covenants or similar use restrictions of record applicable to the Property, and that Seller, during Seller's period of ownership, has never received any notice, demand, or complaint, whether written or oral, from any agency, entity, or other third party alleging any such violation.

Seller agrees to hold Buyer harmless and indemnify Buyer from and against any and all liability, claims, actions, suits, damages, and costs arising out of the untruth or out of Seller's breach of any of the foregoing representations and or warranties. These representations and warranties, and the indemnification covenant herein contained, shall survive Closing and not be merged into or extinguished by any documents of conveyance delivered at Closing, such survival to terminate one (1) year after Closing.

9. CONVEYANCE: The Seller shall convey the Property by Warranty Deed, free of all liens and encumbrances except (a) reservations and exceptions in federal and state patents, (b) existing easements and rights-of-way of record, (c) building, use, zoning, sanitary and environmental restrictions, (d) mineral and royalty reservations or conveyances of record, and oil, gas and mineral leases of record, (e) real estate taxes and assessments for 2014 and subsequent years, and (g) any other matters *of record* as described in Schedule B-Section 2 of the title insurance commitment as approved by Buyer, but not including the standard pre-printed exceptions.

10. TITLE INSURANCE AND TITLE REVIEW CONTINGENCY: Seller shall cause to be furnished to Buyer, as soon as the Closing Agent is able to do so, title evidence to the Property in the form of a commitment for a standard coverage owner's policy of title insurance in the amount of the Purchase Price, together with copies of all special exceptions listed therein, showing that Seller's title is free and clear of liens, encumbrances, and title defects, except: (1) the standard title commitment exceptions pertinent to a standard coverage policy, (2) any right, title or interest in any mineral, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, (3) general and special taxes and assessments for the year 2014 and subsequent years, (4) all building, zoning, use, sanitary, and environmental restrictions, and (5) any exceptions which will be removed by Seller at Closing.

Should Buyer's examination (at Buyer's expense) of the preliminary title commitment disclose title irregularities or title exceptions that in Buyer's sole opinion adversely affect Buyer's intended use of the Property (the "Title Objections"), then Buyer shall provide written notice to Seller of the Title Objections on or before **ten (10) business days** after the preliminary title commitment for the Property is been received by Buyer or Buyer's attorney following the execution of this Agreement. Notwithstanding the foregoing, Buyer shall not be required to make an express Title Objection as to any monetary liens on title; such objection is understood and implied, and any and all such monetary liens must be cleared from title by Seller at or prior to Closing, using as much of the sale proceeds as is necessary, in order to convey good and marketable title.

Within three (3) business days after receipt of Buyer's notice of Title Objections, Seller shall provide written notice to Buyer as to whether or not Seller will cure any or all of the Title Objections. If Seller gives written notice that it will not correct any Title Objections (and Seller's failure to respond timely after its receipt of the Title Objections shall be deemed a decision by default that it will *not* correct any of such Title Objections), then Buyer may terminate and rescind this Agreement by giving written notice to Seller within three (3) business days after receipt of Seller's notice or the expiration of Seller's response period, in which event the Earnest Money together with any accrued interest thereon shall be refunded to Buyer and this Agreement shall have no further force or effect; provided that if Buyer does not give notice of rescission within the time specified, Buyer shall be deemed to have waived any of the Title Objections contained in Seller's notice of non-cure. If Seller does elect to cure any noted Title Objections, then Seller shall proceed with reasonable diligence at Seller's expense to attempt to correct the same. If, on the Closing Date, Seller has been unable to cure or remove any such Title Objections, then this Agreement may be rescinded at the option of either party hereto, by

written notice to the other party, in which event the Earnest Money and any accrued interest thereon shall be refunded to Buyer.

Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will attach or be placed against the title to the Property subsequent to the effective date of the preliminary title commitment approved by Buyer.

Buyer shall pay the premium for the standard-coverage owner's policy as a closing cost to Buyer. Buyer may procure extended or enhanced title insurance coverage or special endorsements as may be desired by Buyer, with any additional cost therefor being at Buyer's sole expense. Seller agrees to cooperate in executing such affidavits and other documentation as the title company may routinely require in connection with the issuance of such extended title insurance coverage for Buyer.

11. OTHER CONTINGENCY: A material term and condition of this Buy-Sell Agreement for the parcel is that a Buy-Sell Agreement also be granted and executed for the adjacent property owned by Drummond Family Enterprises, LLP more specifically described as follows:

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

This contingency must be satisfied on or before July 1, 2018.

12. CLOSING DATE: The date of Closing shall be **August 1, 2018** (the "Closing Date"). The Buyer and Seller will deposit with the Closing Agent all instruments and monies necessary to complete the purchase in accordance with this Agreement by the Closing Date.

13. POSSESSION: Seller shall deliver to Buyer possession of the Property on the date that the Warranty Deed vesting title in Buyer is filed of public record, subject only to the existing third party tenancy for a portion of the Property as disclosed and acknowledged herein, subject to the lease agreement entered into between the Purchaser and Ronald J. Brekke.

14. CONDITION OF PROPERTY: Seller agrees that the Property shall be in no worse condition in any material respect, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property at Closing. Buyer reserves the right for Buyer personally or Buyer's agent(s) to inspect the Property immediately prior to Closing to confirm that the condition of the Property is, in fact, substantially and objectively not worse in any material respect as exists on the date of this Agreement. If Buyer

deems the condition of the Property unsatisfactory in this regard, written notice shall be given by Buyer to Seller prior to Closing, and Seller shall have two (2) weeks from receipt of notification, to remedy the condition to Buyer's reasonable satisfaction with the Closing Date being automatically extended for two weeks, or until the condition is corrected, whichever is earlier. The Seller shall be required and obligated to remedy any such condition as has been caused by the Seller, or its agents, contractors, employees, and or tenants. If the Seller fails to remedy such condition as has been caused by it, or by its agents, contractors, employees, and or tenants, within the allotted time, then the Buyer may proceed to Closing and may hold back from the Seller's proceeds at Closing a sum equal to 150% of the reasonable estimate for correcting such condition. The Buyer may then proceed to use such funds to correct the condition after Closing, and the balance of such funds, if any, shall be released to Seller after the completion of such work.

The Seller shall not be obligated to remedy any such condition as has been caused by Act of God or casualty loss, excepting only if the matter is adequately covered by casualty insurance maintained by the Seller, in which case the Seller shall make a claim therefor and shall apply any insurance proceeds received as necessary to the correction of the problem. If the insurance proceeds will not be received by the Seller within this two-week period and the problem corrected within this two-week period, then Buyer may, at its option and in its sole discretion, elect either (i) to have the Seller assign over unto the Buyer all rights to such insurance proceeds at Closing and proceed with the Closing, or (ii) to terminate this Agreement by giving written notice of termination to Seller, in which event the Earnest Money and any and all accrued interest thereon shall be returned to Buyer, and neither party shall have any further rights, obligations, or liabilities under this Agreement thereafter.

Where such matter is not covered at all or in full by casualty insurance proceeds, then in the event Seller is unwilling or unable to remedy any such condition to Buyer's reasonable satisfaction within such two-week time period, then Buyer may, at its option and in its sole discretion, either waive the issue and close (taking an assignment from Seller of any available insurance proceeds if applicable), or terminate this Agreement by giving written notice of termination to Seller, in which event the Earnest Money and any and all accrued interest shall be returned to Buyer, and neither party shall have any further rights, obligations or liabilities under this Agreement thereafter.

15. STATUTORY DISCLOSURES: The following disclosures are made as required by law.

A. **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the state of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligation as an owner of property, contact either your local County extension agent or Weed Control Board.

B. **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address

with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Department of Justice in Helena, Montana, and the probation officers assigned to the area.

C. RADON DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated §75-3-606. **RADON GAS:** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been tested for Radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

D. MOLD DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Mold Disclosure Act, Montana Code Annotated §70-16-701 et seq. **MOLD:** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Center of Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

E. LEAD-BASED PAINT DISCLOSURE: Federal law requires Sellers of residential real property constructed prior to 1978 to give notice to purchasers of such property as to the possible presence of lead-based paint. That notice and disclosure is attached to this Agreement

as the "Lead Warning Statement."

F. WATER RIGHTS OWNERSHIP UPDATE DISCLOSURE: By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

G. METHAMPHETAMINE CONTAMINATION DISCLOSURE STATEMENT: Pursuant to the provisions of Title 75, Chapter 10, Part 13 of the Montana Code Annotated, certain owners of real property which has been contaminated with hazardous chemical residues created by the clandestine manufacture of methamphetamine are required to notify any acquiring party of such contamination and the certification of remediation or decontamination project. The Seller hereby represents that they have no knowledge of any such contamination of this Property, nor have they received any notice of any such contamination of this Property.

16. BUYER'S REMEDIES: If the Seller accepts the offer contained in this Agreement, but wrongfully refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Buyer may either terminate this Agreement and receive a full refund of its earnest money deposit, and the parties shall thereupon be under no further obligation to one another; *OR* the Buyer may bring an action for specific performance.

17. SELLER'S REMEDIES: If the Seller accepts the offer contained in this Agreement and Buyer wrongfully refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may either terminate this Agreement and retain the earnest money and all interest thereon as liquidated damages, it being understood and agreed that actual damages would be difficult, if not impossible, to determine; *OR* the Seller may bring an action for specific performance.

18. BUYER'S AND SELLER'S CERTIFICATION: By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

19. CONSENT TO DISCLOSE INFORMATION: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Salespersons and their attorneys, agents, and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying obligations pertaining thereto.

20. FOREIGN PERSON OR ENTITY: Section 1445 of the Internal Revenue Code provides that a Buyer of a U.S. real property interest may be required to withhold tax if the Seller is a foreign person. Sellers acknowledge and agree that unless the purchase price of the property does not exceed \$300,000 and Buyer is purchasing the property for use by Buyer as a personal residence, Sellers shall deliver to Buyer a certificate of non-foreign status and any other certificate, affidavit, or statement as may be necessary to meet the requirements of Section 1445 of the Internal Revenue Code, in a form reasonably acceptable to Buyer and/or Buyer's attorney. In the event Sellers do not deliver said documents to Buyer at or before Closing, Sellers acknowledge and agree that Buyer or the Closing Agent may withhold ten percent (10%) of the purchase price and submit this amount to the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code.

21. RISK OF LOSS: All loss or damage to any of the above-described real property or personal property from any cause is assumed by Seller through the time of Closing unless otherwise specified.

22. TIME IS OF THE ESSENCE: Time is of the essence in this Agreement and all clauses herein.

23. BINDING EFFECT AND ASSIGNABILITY: Except as otherwise expressly provided herein below, this Agreement is binding upon and shall inure to the benefit of the heirs, successors, and assigns of each of the parties hereto. The Buyer may freely assign this Agreement to a trust or business entity owned and or controlled by the Buyer without the necessity of Seller's consent. Any assignment of this Agreement to a third party, however, shall require Seller's prior written consent, which consent may be withheld in Seller's absolute discretion.

In the event of the Buyer's death at any time prior to the Closing Date, the Closing Date shall be extended not more than thirty (30) calendar days, and the deceased Buyer's Estate shall have the option of electing to close this transaction within such extended time, or of providing written notice to the Seller terminating this Agreement without liability, in which event the Buyer's Estate shall receive a full refund of the Earnest Money on deposit, together with accrued interest thereon, if any.

24. §1031 EXCHANGE: Each party herein acknowledges that it is or may be the intention of the other party to create an IRC §1031 tax-deferred exchange in connection with this transaction. Each party agrees that the other party's rights and obligations under this Agreement may be assigned to facilitate such exchange and that this Agreement is part of an integrated, interdependent exchange agreement. Each party agrees to cooperate with the other exchanging party in any manner necessary to enable the exchanging party to qualify for and conduct such exchange provided there is no additional cost or liability to the cooperating party. This Agreement shall not be contingent upon either party's ability to transact such an exchange or qualify for any tax benefits under such an exchange.

25. ATTORNEYS' FEES: In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to all of its costs of suit incurred therein, including, but not limited to, such reasonable attorneys' fees, paralegal fees, and expert witness fees, as the court or arbitrator shall determine just.

26. NOTICE: All notices or deliveries required under this Agreement shall be hand-delivered or given by facsimile transmittal, regular mail, or overnight courier directed to Buyer and Seller as follows:

If to Buyer: Bozeman Elementary District Number 7
Attn: Steven D. Johnson
404 West Main St.
Bozeman, MT 59715

If to Sellers: Ronald J. Brekke
3005 Baxter Lane
Bozeman, MT 59718

Robert E. Brekke
321 Garnet Mountain Way
Bozeman, MT 59718

All notices so given shall be considered effective, if hand-delivered, when received; if delivered by facsimile transmittal, at the time and date of printed telephone confirmation of successful transmission; if delivered by nationally recognized overnight courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, certified, return receipt requested, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section to the other party. Notice given by E-mail is not sufficient.

27. FACSIMILE / ELECTRONIC EXECUTION: The parties agree that a facsimile or other electronic copy (e.g. .pdf file) of this Buy-Sell Agreement which contains the parties' signatures may be used as the original.

28. ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other prior offers, negotiations, or written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

29. COUNTERPARTS: A copy of this document may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete contract between the parties.

30. SALE BY OWNER: The parties to this Agreement confirm and acknowledge that this is a sale "By Owner," and that neither party has engaged the services or, or is represented by, any real estate broker or licensee. Each party shall hold harmless and indemnify the other from and against any claim of commission asserted by any real estate broker or licensee arising out of this transaction, which claim is founded upon an alleged agency relationship with the indemnifying party.

31. OTHER PROVISION: Both parties understand that any future school built on the property will be named in accordance with School District Policy and will ultimately be decided by the School Board. That said, the seller would like the District to consider naming the school after some flora or fauna (plant, animal, bird or insect) that can be found on the property in honor of Jim and Betty Drummond and Lawry and Dorothy Brekke. Previous owners of the property, Mr and Mrs Drummond and Mr. and Mrs. Brekke spent much of their time enjoying the flora and fauna on the property. They enjoyed many different species of birds and animals. The red tailed hawks, pheasants, hummingbirds and whitetails were almost pets. They enjoyed the native grasses, bushes, cattails and trees but especially the wild roses, plumbs, apples and willows. They looked forward to the varied butterflies and dragonflies that emerged seasonally. That would be a great legacy to the twenty acres that both families enjoyed so much in their senior years.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest date set forth below.

BUYER:

SELLERS:

Bozeman School District Number 7

Steven D. Johnson, Deputy Superintendent
Operations
Date/Time: _____

Ronald J. Brekke
Date/Time: _____

Robert E. Brekke
Date/Time: _____

BUY-SELL AGREEMENT

This contract stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

THIS AGREEMENT is made at Bozeman, Montana, this ____ day of June, 2018.

1. PARTIES/REAL PROPERTY: BOZEMAN ELEMENTARY DISTRICT NUMBER 7, with mailing address of 404 West Main St. Bozeman Montana 59715 and/or assigns (hereinafter called "Buyer") agrees to purchase, and DRUMMOND FAMILY ENTERPRISES, LLP, with mailing address of 2125 Baxter Drive, Bozeman Montana 59715 (hereinafter called "Seller") agrees to sell, the following described real and personal property (hereinafter referred to as the "Property") located in the City of Bozeman, Gallatin County, Montana, having street address of 2921 Baxter Lane, Bozeman, Montana 59718, and which is legally described as:

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

TOGETHER with all interest of Seller in all the water rights and mineral estate appurtenant thereto, vacated streets and alleys adjacent thereto, all easements benefiting the Property, all water rights, uncut timber, and all other appurtenances thereto; and all structures, improvements, and permanent fixtures thereon, including without limitation: buildings, erect and functioning fences and gates, irrigation fixtures, plumbing and heating fixtures, water heaters and burners, gas or pellet stoves, electric lighting fixtures and bulbs, ceiling fans, cabinetry, bathroom and kitchen fixtures, mirrors, roller shades, curtain rods and fixtures, blinds, window and door screens and shutters, storm doors and windows, linoleum, carpets and other attached floor coverings, landscaping and or fire protection sprinkler systems, ovens, stoves, and grills, hot tub(s), automatic garage door openers and controls, TV antennas and satellite dishes, mailbox, and shrubs, trees, and all other fixtures attached thereto.

2. PERSONAL PROPERTY: The following items of personal property, free of liens, are included: refrigerator, stove, dish washer and water softener.

3. WATER: Description of water rights, if any, to be transferred: Department of Natural Resources and Conservation Water Right Number: 41H 31114-00

4. MINERALS: Description of minerals, if any, to be conveyed: All appurtenant mineral rights owned by Seller on the subject Property, if any, including, but not limited to, all

geothermal rights, mineral ore, sand, gravel, oil and gas, hydrocarbons, coal, stone, gemstones, wind, and or other matters relating thereto, whether expressed or implied.

5. PURCHASE PRICE AND TERMS: The total Purchase Price is EIGHT HUNDRED THIRTY SEVEN THOUSAND, ONE HUNDRED SIXTY EIGHT AND 00/100 U.S. Dollars (\$837,168.00) payable in full cash at closing.

6. BUYER'S FINANCING CONTINGENCY: Intentionally omitted. Not applicable.

7. BUYER'S DUE DILIGENCE CONTINGENCIES: The contingencies listed below shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to Closing, unless by the release date specified for each contingency, Buyer or Buyer's agent or attorney has notified Seller or Seller's agent or attorney in writing that the contingency is not released, waived, or satisfied. This period until the latest contingency release date set forth herein shall be termed the Buyer's "Due Diligence Period." If Buyer or Buyer's agent or attorney has notified Seller or Seller's agent or attorney prior to the applicable release date that a contingency is not released, waived, or satisfied, then the Buyer may: (a) terminate this Agreement immediately, in which event the Earnest Money and all accrued interest shall be promptly returned to Buyer and the parties shall have no further obligations herein, or (b) provide Seller a written list of objections and concerns (the "Objections") with the request that Seller resolve the Objections. If Objections are timely given, Seller and Buyer shall have three (3) business days (the "Resolution Period") to attempt to resolve such objections. Subject to any different procedure and timetable for title matters as set forth in Section 11 below, which language shall be controlling as to said title matters, if the Objections are not resolved or withdrawn prior to the end of the Resolution Period, then Buyer may terminate this Agreement by a written notice of termination given to Seller or Seller's agent or attorney prior to expiration of the Resolution Period, in which event, this Agreement shall be terminated, the Earnest Money together with any accrued interest thereon shall be returned to Buyer and the parties shall have no further obligations herein. If no such notice of termination is timely given, then (a) any unresolved Objections shall be deemed waived and this Agreement shall continue in full force and effect and (b) the Earnest Money shall thereafter be nonrefundable to the Buyer, except as otherwise provided herein.

A. TITLE REVIEW: As per the terms of Section 11 below.

B. PROPERTY INVESTIGATION: Buyer's obligation to close under this Agreement is contingent upon Buyer's independent investigation of and satisfaction with, in the Buyer's sole discretion, any conditions relating to the Property, including but not limited to: access, legal and physical; easements, apparent or of record; domestic water quality and availability; water pressure; surveys or other means of establishing the corners and boundaries and confirmation of acreage and lack of encroachments; appraisal; special improvement districts; restrictions affecting use such as private covenants or zoning ordinances; special building requirements; radon test; mold; environmental conditions/hazards; leases and any other agreements, licenses, or permits affecting the Property and use thereof; the physical condition of any buildings or

improvements located on the Property and of the personal property to convey hereunder; utilities services, availability, and rates; insurance cost and availability; public school district; and or anything else concerning the Property that the Buyer deems appropriate in the Buyer's sole discretion.

Release Date: **July 1, 2018**.

8. SELLER'S REPRESENTATIONS AND WARRANTIES: Seller represents and warrants to Buyer that:

A. Seller is the fee simple owner of all of the Property; and that Seller has the right and authority to execute documents of conveyance for the Property to Buyer.

B. Seller has not caused or consented to any work on the Property which could result in the filing of construction liens against the Property, and Seller shall not permit such liens to arise prior to Closing.

C. No person, firm, or entity other than Buyer has any right to acquire any of the Property, and there is no outstanding agreement to sell the Property to any third party. Seller has not granted and will not grant any third party any right of use of the Property after the Closing Date. No leases, licenses, agreements, or other use rights of any type or nature, with or in favor of any third party, whether written or oral, whether of record or not of record, exist as to the Property, other than as otherwise disclosed to the Buyer in writing in this Agreement.

Exceptions, if any: N/A

D. Seller has no knowledge of pending, threatened or contemplated condemnation actions which would affect the Property. Seller knows of no threatened or pending boundary disputes with owners of real estate adjoining the Property, nor has Seller entered into any boundary agreement with any adjacent property owner. Seller has no knowledge of any facts which would give rise to a claim of a prescriptive interest in and to any part of the Property by any third party, nor has any such claim or demand ever been threatened or asserted against the Seller or the Property during the period of Seller's ownership thereof.

E. To the best of Seller's knowledge and belief, the Property, and the Seller's use of the Property during the Seller's period of ownership, is not in violation of any zoning ordinance or covenants or similar use restrictions of record applicable to the Property, and that Seller, during Seller's period of ownership, has never received any notice, demand, or complaint, whether written or oral, from any agency, entity, or other third party alleging any such violation.

Seller agrees to hold Buyer harmless and indemnify Buyer from and against any and all liability, claims, actions, suits, damages, and costs arising out of the untruth or out of Seller's breach of any of the foregoing representations and or warranties. These representations and warranties, and the indemnification covenant herein contained, shall survive Closing and not be

merged into or extinguished by any documents of conveyance delivered at Closing, such survival to terminate one (1) year after Closing.

9. CONVEYANCE: The Seller shall convey the Property by Warranty Deed, free of all liens and encumbrances except (a) reservations and exceptions in federal and state patents, (b) existing easements and rights-of-way of record, (c) building, use, zoning, sanitary and environmental restrictions, (d) mineral and royalty reservations or conveyances of record, and oil, gas and mineral leases of record, (e) real estate taxes and assessments for 2014 and subsequent years, and (g) any other matters *of record* as described in Schedule B-Section 2 of the title insurance commitment as approved by Buyer, but not including the standard pre-printed exceptions.

10. TITLE INSURANCE AND TITLE REVIEW CONTINGENCY: Seller shall cause to be furnished to Buyer, as soon as the Closing Agent is able to do so, title evidence to the Property in the form of a commitment for a standard coverage owner's policy of title insurance in the amount of the Purchase Price, together with copies of all special exceptions listed therein, showing that Seller's title is free and clear of liens, encumbrances, and title defects, except: (1) the standard title commitment exceptions pertinent to a standard coverage policy, (2) any right, title or interest in any mineral, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, (3) general and special taxes and assessments for the year 2014 and subsequent years, (4) all building, zoning, use, sanitary, and environmental restrictions, and (5) any exceptions which will be removed by Seller at Closing.

Should Buyer's examination (at Buyer's expense) of the preliminary title commitment disclose title irregularities or title exceptions that in Buyer's sole opinion adversely affect Buyer's intended use of the Property (the "Title Objections"), then Buyer shall provide written notice to Seller of the Title Objections on or before **ten (10) business days** after the preliminary title commitment for the Property is been received by Buyer or Buyer's attorney following the execution of this Agreement. Notwithstanding the foregoing, Buyer shall *not* be required to make an express Title Objection as to any monetary liens on title; such objection is understood and implied, and any and all such monetary liens must be cleared from title by Seller at or prior to Closing, using as much of the sale proceeds as is necessary, in order to convey good and marketable title.

Within three (3) business days after receipt of Buyer's notice of Title Objections, Seller shall provide written notice to Buyer as to whether or not Seller will cure any or all of the Title Objections. If Seller gives written notice that it will not correct any Title Objections (and Seller's failure to respond timely after its receipt of the Title Objections shall be deemed a decision by default that it will *not* correct any of such Title Objections), then Buyer may terminate and rescind this Agreement by giving written notice to Seller within three (3) business days after receipt of Seller's notice or the expiration of Seller's response period, in which event the Earnest Money together with any accrued interest thereon shall be refunded to Buyer and this Agreement shall have no further force or effect; provided that if Buyer does not give notice of rescission within the time specified, Buyer shall be deemed to have waived any of the Title Objections contained in Seller's notice of non-cure. If Seller does elect to cure any noted Title

Objections, then Seller shall proceed with reasonable diligence at Seller's expense to attempt to correct the same. If, on the Closing Date, Seller has been unable to cure or remove any such Title Objections, then this Agreement may be rescinded at the option of either party hereto, by written notice to the other party, in which event the Earnest Money and any accrued interest thereon shall be refunded to Buyer.

Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will attach or be placed against the title to the Property subsequent to the effective date of the preliminary title commitment approved by Buyer.

Buyer shall pay the premium for the standard-coverage owner's policy as a closing cost to Buyer. Buyer may procure extended or enhanced title insurance coverage or special endorsements as may be desired by Buyer, with any additional cost therefor being at Buyer's sole expense. Seller agrees to cooperate in executing such affidavits and other documentation as the title company may routinely require in connection with the issuance of such extended title insurance coverage for Buyer.

11. OTHER CONTINGENCY: A material term and condition of this Buy-Sell Agreement for the parcel is that a Buy-Sell Agreement also be granted and exercised for the adjacent property owned by Robert J. and Ronald E. Brekke more specifically described as follows:

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

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

This contingency must be satisfied on or before July 1, 2018.

12. CLOSING DATE: The date of Closing shall be **August 1, 2018** (the "Closing Date"). The Buyer and Seller will deposit with the Closing Agent all instruments and monies necessary to complete the purchase in accordance with this Agreement by the Closing Date.

13. POSSESSION: Seller shall deliver to Buyer possession of the Property on the date that the Warranty Deed vesting title in Buyer is filed of public record, subject only to the existing third party tenancy for a portion of the Property as disclosed and acknowledged herein.

14. CONDITION OF PROPERTY: Seller agrees that the Property shall be in no worse condition in any material respect, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property at Closing. Buyer

reserves the right for Buyer personally or Buyer's agent(s) to inspect the Property immediately prior to Closing to confirm that the condition of the Property is, in fact, substantially and objectively not worse in any material respect as exists on the date of this Agreement. If Buyer deems the condition of the Property unsatisfactory in this regard, written notice shall be given by Buyer to Seller prior to Closing, and Seller shall have two (2) weeks from receipt of notification, to remedy the condition to Buyer's reasonable satisfaction with the Closing Date being automatically extended for two weeks, or until the condition is corrected, whichever is earlier. The Seller shall be required and obligated to remedy any such condition as has been caused by the Seller, or its agents, contractors, employees, and or tenants. If the Seller fails to remedy such condition as has been caused by it, or by its agents, contractors, employees, and or tenants, within the allotted time, then the Buyer may proceed to Closing and may hold back from the Seller's proceeds at Closing a sum equal to 150% of the reasonable estimate for correcting such condition. The Buyer may then proceed to use such funds to correct the condition after Closing, and the balance of such funds, if any, shall be released to Seller after the completion of such work.

The Seller shall not be obligated to remedy any such condition as has been caused by Act of God or casualty loss, excepting only if the matter is adequately covered by casualty insurance maintained by the Seller, in which case the Seller shall make a claim therefor and shall apply any insurance proceeds received as necessary to the correction of the problem. If the insurance proceeds will not be received by the Seller within this two-week period and the problem corrected within this two-week period, then Buyer may, at its option and in its sole discretion, elect either (i) to have the Seller assign over unto the Buyer all rights to such insurance proceeds at Closing and proceed with the Closing, or (ii) to terminate this Agreement by giving written notice of termination to Seller, in which event the Earnest Money and any and all accrued interest thereon shall be returned to Buyer, and neither party shall have any further rights, obligations, or liabilities under this Agreement thereafter.

Where such matter is not covered at all or in full by casualty insurance proceeds, then in the event Seller is unwilling or unable to remedy any such condition to Buyer's reasonable satisfaction within such two-week time period, then Buyer may, at its option and in its sole discretion, either waive the issue and close (taking an assignment from Seller of any available insurance proceeds if applicable), or terminate this Agreement by giving written notice of termination to Seller, in which event the Earnest Money and any and all accrued interest shall be returned to Buyer, and neither party shall have any further rights, obligations or liabilities under this Agreement thereafter.

15. STATUTORY DISCLOSURES: The following disclosures are made as required by law.

A. **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the state of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligation as an owner of property, contact either your local County extension agent or Weed Control Board.

B. MEGAN'S LAW DISCLOSURE: Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Department of Justice in Helena, Montana, and the probation officers assigned to the area.

C. RADON DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated §75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been tested for Radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

D. MOLD DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Mold Disclosure Act, Montana Code Annotated §70-16-701 et seq. MOLD: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Center of Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

E. **LEAD-BASED PAINT DISCLOSURE:** Federal law requires Sellers of residential real property constructed prior to 1978 to give notice to purchasers of such property as to the possible presence of lead-based paint. That notice and disclosure is attached to this Agreement as the "Lead Warning Statement."

F. **WATER RIGHTS OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

G. **METHAMPHETAMINE CONTAMINATION DISCLOSURE STATEMENT:** Pursuant to the provisions of Title 75, Chapter 10, Part 13 of the Montana Code Annotated, certain owners of real property which has been contaminated with hazardous chemical residues created by the clandestine manufacture of methamphetamine are required to notify any acquiring party of such contamination and the certification of remediation or decontamination project. The Seller hereby represents that they have no knowledge of any such contamination of this Property, nor have they received any notice of any such contamination of this Property.

16. BUYER'S REMEDIES: If the Seller accepts the offer contained in this Agreement, but wrongfully refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Buyer may either terminate this Agreement and receive a full refund of its earnest money deposit, and the parties shall thereupon be under no further obligation to one another; *OR* the Buyer may bring an action for specific performance.

17. SELLER'S REMEDIES: If the Seller accepts the offer contained in this Agreement and Buyer wrongfully refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may either terminate this Agreement and retain the earnest money and all interest thereon as liquidated damages, it being understood and agreed that actual damages would be difficult, if not impossible, to determine; *OR* the Seller may bring an action for specific performance.

18. BUYER'S AND SELLER'S CERTIFICATION: By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

19. CONSENT TO DISCLOSE INFORMATION: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Salespersons and their attorneys, agents, and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including

access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying obligations pertaining thereto.

20. FOREIGN PERSON OR ENTITY: Section 1445 of the Internal Revenue Code provides that a Buyer of a U.S. real property interest may be required to withhold tax if the Seller is a foreign person. Sellers acknowledge and agree that unless the purchase price of the property does not exceed \$300,000 and Buyer is purchasing the property for use by Buyer as a personal residence, Sellers shall deliver to Buyer a certificate of non-foreign status and any other certificate, affidavit, or statement as may be necessary to meet the requirements of Section 1445 of the Internal Revenue Code, in a form reasonably acceptable to Buyer and/or Buyer's attorney. In the event Sellers do not deliver said documents to Buyer at or before Closing, Sellers acknowledge and agree that Buyer or the Closing Agent may withhold ten percent (10%) of the purchase price and submit this amount to the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code.

21. RISK OF LOSS: All loss or damage to any of the above-described real property or personal property from any cause is assumed by Seller through the time of Closing unless otherwise specified.

22. TIME IS OF THE ESSENCE: Time is of the essence in this Agreement and all clauses herein.

23. BINDING EFFECT AND ASSIGNABILITY: Except as otherwise expressly provided herein below, this Agreement is binding upon and shall inure to the benefit of the heirs, successors, and assigns of each of the parties hereto. The Buyer may freely assign this Agreement to a trust or business entity owned and or controlled by the Buyer without the necessity of Seller's consent. Any assignment of this Agreement to a third party, however, shall require Seller's prior written consent, which consent may be withheld in Seller's absolute discretion.

In the event of the Buyer's death at any time prior to the Closing Date, the Closing Date shall be extended not more than thirty (30) calendar days, and the deceased Buyer's Estate shall have the option of electing to close this transaction within such extended time, or of providing written notice to the Seller terminating this Agreement without liability, in which event the Buyer's Estate shall receive a full refund of the Earnest Money on deposit, together with accrued interest thereon, if any.

24. §1031 EXCHANGE: Each party herein acknowledges that it is or may be the intention of the other party to create an IRC §1031 tax-deferred exchange in connection with this transaction. Each party agrees that the other party's rights and obligations under this Agreement may be assigned to facilitate such exchange and that this Agreement is part of an integrated, interdependent exchange agreement. Each party agrees to cooperate with the other exchanging party in any manner necessary to enable the exchanging party to qualify for and conduct such exchange provided there is no additional cost or liability to the cooperating party. This

Agreement shall not be contingent upon either party's ability to transact such an exchange or qualify for any tax benefits under such an exchange.

25. ATTORNEYS' FEES: In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to all of its costs of suit incurred therein, including, but not limited to, such reasonable attorneys' fees, paralegal fees, and expert witness fees, as the court or arbitrator shall determine just.

26. NOTICE: All notices or deliveries required under this Agreement shall be hand-delivered or given by facsimile transmittal, regular mail, or overnight courier directed to Buyer and Seller as follows:

If to Buyer:	Bozeman Elementary District Number 7 Attn: Steven D. Johnson 404 West Main St. Bozeman, MT 59715
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If to Seller:	Drummond Family Enterprises, LLP 2125 Baxter Drive Bozeman, MT 59715
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All notices so given shall be considered effective, if hand-delivered, when received; if delivered by facsimile transmittal, at the time and date of printed telephone confirmation of successful transmission; if delivered by nationally recognized overnight courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, certified, return receipt requested, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section to the other party. Notice given by E-mail is not sufficient.

27. FACSIMILE / ELECTRONIC EXECUTION: The parties agree that a facsimile or other electronic copy (e.g. .pdf file) of this Buy-Sell Agreement which contains the parties' signatures may be used as the original.

28. ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other prior offers, negotiations, or written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

29. COUNTERPARTS: A copy of this document may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete contract between the parties.

30. SALE BY OWNER: The parties to this Agreement confirm and acknowledge that this is a sale "By Owner," and that neither party has engaged the services or, or is represented by, any

real estate broker or licensee. Each party shall hold harmless and indemnify the other from and against any claim of commission asserted by any real estate broker or licensee arising out of this transaction, which claim is founded upon an alleged agency relationship with the indemnifying party.

31. OTHER PROVISION: Both parties understand that any future school built on the property will be named in accordance with School District Policy and will ultimately be decided by the School Board. That said, the seller would like the District to consider naming the school after some flora or fauna (plant, animal, bird or insect) that can be found on the property in honor of Jim and Betty Drummond and Lawry and Dorothy Brekke. Previous owners of the property, Mr and Mrs Drummond and Mr. and Mrs. Brekke spent much of their time enjoying the flora and fauna on the property. They enjoyed many different species of birds and animals. The red tailed hawks, pheasants, hummingbirds and whitetails were almost pets. They enjoyed the native grasses, bushes, cattails and trees but especially the wild roses, plums, apples and willows. They looked forward to the varied butterflies and dragonflies that emerged seasonally. That would be a great legacy to the twenty acres that both families enjoyed so much in their senior years.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest date set forth below.

BUYER:


Bozeman School District Number 7

Steven D. Johnson, Deputy Superintendent
Operations
Date/Time: _____

SELLER:

Drummond Family Enterprises, LLP

By _____, Member
Date/Time: _____

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

TITLE: REVISED POLICY #3330, EXTRA-CURRICULUM CHEMICAL USE POLICY, 1ST READING
 CATEGORY: DISCUSSION AND REPORTS
 ORIGINATED BY: Marilyn King, Deputy Superintendent Instruction
 OTHERS INVOLVED: Rob Watson, Superintendent; Jerry Reisig, Activities Director; Kevin Conwell, BHS Principal; Lynda White, Attorney
 DATA EXPANSION: Revised Policy #3330
 COST/FUND SOURCE: N/A

IMPLEMENTATION ACTION: Elementary and High School District DISCUSSION
 June 28, 2018

DISCUSSION:

Portions of the Extra-Curricular Chemical Use Policy are recommended to be revised in order to increase clarity. The revisions include specificity related to practices and competitions. The proposed revisions also include additional explicit definition of which extracurricular activities are related to the policy as well as increasing the penalty for a first violation when a student attends a gathering where prohibited substances are present.

The policy revisions also support:

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

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

STUDENTS

Extra-Curricular Chemical Use Policy**POLICY PURPOSE**

It is the position of the Bozeman Public Schools that participation in extra-curricular activities is a privilege extended to the students who are willing to make the commitment to adhere to the rules that govern the program. It is the District's belief that participation in organized activities can contribute to the all-around development of young men and women and that implementation of these rules will serve the following purposes:

1. To emphasize concern for the health and well being of students.
2. To provide a chemical-free environment that will encourage healthy development.
3. To promote a sense of self-discipline among students.
4. To confirm and support existing state laws prohibiting the use of certain dangerous chemicals and substances.
5. To emphasize standards of conduct for those students who through their participation are leaders and role models for their peers and the younger students.
6. To assist students who desire to resist peer pressure, which often directs them towards the use of illegal and dangerous chemicals and substances.

PROHIBITED ACTIVITIES

1. A student shall not use, have in possession, sell or distribute alcohol, drug paraphernalia, or illegal drugs at any time.
2. A student shall not abuse prescription, non-prescription drugs, pharmaceuticals or use dangerous substances. This policy is not intended to apply to the use of prescribed drugs, under a doctor's supervision, when those drugs are used in the prescribed manner.
3. A student shall not use, have in possession, sell or distribute tobacco, nicotine and any other tobacco innovation in any form at any time.
4. Students shall not knowingly attend gatherings or functions where prohibited substances or chemicals are being used illegally. A student who unknowingly attends a gathering or function where prohibited substances or chemicals are being illegally used must leave that gathering or function as soon as he or she knows, or reasonably should know, that prohibited substances or chemicals are being used illegally.

APPLICATION

This policy applies to all middle **school students who are involved in extra curricular activities that are supported by the district** and high school students who are involved in the ~~extra-curricular Activities~~ **MHSA-sanctioned extracurricular activities** program. -This policy is in effect each school year from the date of the first practice for Fall activities (August) until the last day of school (June). For purposes of determining the appropriate discipline, violations are cumulative and will carry forward from year to year throughout the student's period of attendance **while** in middle and high school. **Similarly, violations are cumulative and will carry forward from year to year throughout the student's period of attendance while in high school.** A student will be punished according to this policy and any other applicable District and School policies for violations that occur during the school year regardless of whether the violation occurred during the student's activity season or not.

DISCIPLINE

A school staff member can be made aware of the violation of this alcohol/drug/tobacco policy by any source (but not limited to) police, school personnel, counselors, coaches, advisors, community members, parents and other students.

PENALTIES FOR DRUG AND ALCOHOL VIOLATIONS

First Violation - Drug or Alcohol

1. A meeting with the student, parents, coach/sponsor, school administrator and appropriate school staff. The purpose of the meeting will be to offer help to the student;
2. Exclusion from competition for the current activities season;
3. Students will be encouraged to enroll and participate in chemical awareness class approved by the District before they will be eligible to participate in further activities;
4. The student may or may not be allowed to participate in **practices in the current season and may be suspended from** ~~or~~ future activities depending on the severity of the infraction and the determination of the administration and/or Board of Trustees;
5. The student may be subject to further disciplinary proceedings including expulsion and referral to law enforcement.

Second Violation - Drug or Alcohol

1. A meeting with the student, parents, coach/sponsor, school administrator and appropriate school staff. The purpose of the meeting will be to offer help to the student;
2. Exclusion from competition for the current activities season;
3. Students must enroll and participate in a chemical awareness class approved by the District before they will be eligible to participate in further activities;
4. The student may or may not be allowed to participate in **practices in the current season and may be suspended from** ~~or~~ future activities depending on the severity of the infraction and the determination of the administration and/or Board of Trustees;
5. The student may be subject to further disciplinary proceedings including expulsion and referral to law enforcement.

PENALTIES FOR TOBACCO OR NICOTINE VIOLATIONS

First Violation - Tobacco, Nicotine or Any Other Tobacco Innovation

1. A meeting with the student, parents, coach/sponsor, school administrator and appropriate school staff. The purpose of the meeting will be to offer help to the student;
2. Exclusion from participation in competitions for the activity for 20 calendar days. The student will be allowed to participate in practices;
3. Students will be encouraged to enroll and participate in a tobacco awareness class approved by the District, provided that such a class is available, before they will be eligible to participate in further activities;
4. The student may be subject to other team discipline as provided by the coach/sponsor;
5. The student may be referred to law enforcement for citation if appropriate. The student may also be subject to further disciplinary proceedings including expulsion.

Second Violation - Tobacco, Nicotine or Any Other Tobacco Innovation

1. A meeting with the student, parents, coach/sponsor, school administrator and appropriate school staff. The purpose of the meeting will be to offer help to the student;
2. Exclusion from participation in competitions for the activity for the remaining activity season;
3. Students must enroll and participate in a tobacco awareness class approved by the District, provided that such a class is available, before they will be eligible to participate in the current or next extracurricular activities season;
4. The student may be subject to other team discipline as provided by the coach/sponsor;
5. The student may be referred to law enforcement for citation if appropriate. The student may also be subject to further disciplinary proceedings including expulsion.

PENALTIES FOR VIOLATING GATHERING CLAUSE

Administration may consider a student's honesty and the student's choice to be forthcoming with regard to a violation of this section when there is discretion for leniency in the application for a particular consequence.

First Violation - Attending Gathering Where Prohibited Substances are Present

1. Warning **and exclusion from competition for up to seven calendar days, but student will be allowed to continue practices and will resume competition after the consequence is completed.** ~~documented by Activities Director.~~ There shall be **only** one warning for middle school students and **only** one warning for high school students. The warning is for those students who unknowingly attend a function where illegal substances are present or being provided and fail to leave as soon as they know, or a reasonably prudent person would know, that a prohibited substance or chemical is being used or is present.

Next Violation - After Warning

1. A meeting with the student, parents, coach/sponsor, school administrator and appropriate school staff. The purpose of the meeting will be to offer help to the student;
2. Exclusion from competition for 14 calendar days, but the student will be allowed to continue practice and will resume competition after the 14 calendar days suspension from competition is completed;
3. Student will be encouraged to enroll and participate in an awareness class approved by the District before they will be eligible to participate in the current or next sports season;
4. The student may or may not be allowed to participate in **practices in the current season and may be suspended from** ~~or~~ future activities depending on the severity of the infraction and the determination of the administration and/or Board of Trustees;
5. The student may be subject to further disciplinary proceedings including expulsion.

Second Violation - After Warning

1. A meeting with the student, parents, coach/sponsor, school administrator and appropriate school staff. The purpose of the meeting will be to offer help to the student;
2. Exclusion from competition for the current activities season;
3. Student must obtain a professional substance abuse evaluation and follow the evaluation recommendations;
4. The student may or may not be allowed to participate in **practices in the current season and may be suspended from** ~~or~~ future activities depending on the severity of the infraction and the determination of the administration and/or Board of Trustees;
5. The student may be subject to further disciplinary proceedings including expulsion.

THIRD VIOLATION FOR ALL PROHIBITED ACTIVITIES

Any student who has a third violation of this policy for any activity or any combination of prohibited activities, shall receive the following consequences:

1. Meeting with the student, parents, coach/sponsor, school administrator and appropriate school staff. The purpose of the meeting will be to offer help to the student;
2. Student will be prohibited from participation **in practice and competition** in school extra-curricular activities (as defined in this policy) for 12 consecutive months from the time the third violation is verified;
3. Referral for professional help;
4. ~~The student may or may not be allowed to participate in extracurricular activities depending on the severity of the infraction and the determination of the administration and/or Board of Trustees;~~
5. The student may be subject to further disciplinary proceedings including expulsion and referral to law enforcement.

END OF/OUT OF SEASON VIOLATIONS

In the event a student violates this policy at the end of a current activities season **or out of the student's activity season**, the coach or administration has the discretion to continue the discipline into the student's following activities season by restricting participation in competitions for up to five games/events. This provision cannot be imposed beyond 12 months of the date of the infraction. This discretion will take into consideration the severity of violation by the student and whether or not the student has any prior violations.

STUDENT COOPERATION

All students subjected to this policy are expected to cooperate, with honesty and integrity, with administrators, staff and coaches who may be investigating violations of this policy. Refusal to cooperate in an investigation and/or impeding an investigation will result in disciplinary consequences.

If a student is found to have violated this policy, the student, parent, guardian or care-taker relative will be notified by a school administrator. The administrator will provide notice of the type of discipline to be administered or recommended.

IF THE STUDENT IS REFERRED TO THE BOARD OF TRUSTEES FOR *EXPULSION OR OTHER* DISCIPLINARY ACTION, THE STUDENT SHALL BE PROHIBITED FROM ANY PARTICIPATION IN EXTRA-CURRICULAR ACTIVITIES UNTIL OR UNLESS THE BOARD OF TRUSTEES DETERMINES OTHERWISE. All matters referred to the Board of Trustees will be afforded the due process as set forth in District Policy 3300 and 3300P.

DEFINITIONS

Terms used in this policy shall be given their ordinary and reasonable meaning. In addition, the following specific definitions apply:

School Year: The period of time from the date of first practice for Fall activities (usually in August) to the last day of regularly scheduled school classes (usually the following June).

Activities Season: The time period for those activities for which MHSA establishes a starting and ending date, including MHSA sanctioned pre-season activities and post-season competitions. For these activities that are not defined by an MHSA starting and ending date, the time period for starting and ending dates will be established including pre-season practices and post-season competition.

Extra-Curricular Activities: Extracurricular activities include, but are not limited to: Football, Volleyball, Soccer, Golf, Cross Country, Basketball, Wrestling, Swimming, Cheerleading, **Dance**, Forensics, Speech & Debate, Drama, Tennis, Softball, Track & Field and Pep Band. 7th and 8th Grade Activities: Basketball, Football, Softball, Track & Field, Volleyball and Wrestling.

STATEMENTS TO BE SIGNED BY PARTICIPANTS AND PARENT/GUARDIAN

I HAVE READ AND UNDERSTAND THE ABOVE POLICY AND AGREE TO FOLLOW THE RULES OF THIS POLICY AND ANY OTHER TEAM RULES IMPOSED BY MY COACH AND MY SCHOOL'S RULES FOR STUDENT CONDUCT.

STUDENT'S SIGNATURE

DATE

PARENT/GUARDIAN SIGNATURE

DATE

Cross Reference: 3310P1, P2, P3 Behavior and Discipline Reporting
 4312 Review of Services of Staff or Programs
 4312P Uniform Complaint Procedure

FUTURE BOARD MEETINGS AND OTHER IMPORTANT DATES

July 16, 2018	Regular Board Meeting
August 13, 2018	Regular Board Meeting
September 10, 2018	Regular Board Meeting
September 24, 2018	Special Board Meeting
October 8, 2018	Regular Board Meeting
October 22, 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		

Bozeman Public Schools

Calendar 2018-2019

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

DATES TO REMEMBER

Aug 22 - 24	K-12 PIR Days (School Not In Session)
Aug 27	School Begins 1-12
Aug 30	K Full Day Begins
Sep 3	Labor Day Holiday
Oct 8 - 9	K-5 P/T Conferences (No School K-5)
Oct 19 - 20	Flexible PIR Days (No School K-12)
Nov 21 - 23	Thanksgiving Holiday
Nov 26	K-12 PIR Day (No School K-12)
Dec 24 - Jan 4	Winter Break
Jan 21	K-12 PIR Day (No School K-12)
Jan 22	9-12 PIR Day (No School 9-12)
Feb 18	Presidents' Day Holiday
Mar 18 - 22	Spring Break
Apr 11	K-5 Parent/Teacher Conf 6-8 PIR Day (No School K-8)
Apr 12	K-5 Parent/Teacher Conf K-12 PIR Day (No School K-12)
May 24	K-12 PIR Day (No School K-12)
May 27	Memorial Day Holiday
Jun 2	Graduation!
Jun 6	Last Day Of School Students Released @ 12:45

GRADING PERIODS

K-5:	Jan 18 Jun 6
6-8:	Nov 20 Mar 1 Jun 6
9-12:	Period 1 - Oct 5 Period 2 - Nov 21 1st Sem - Jan 19 Period 1 - Mar 1 Period 2 - Apr 19 2nd Sem - Jun 6

SYMBOL CODES

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

With the approval of this calendar, the Board of Trustees, in commemoration of Martin Luther King Day (1/21/19), is directing that all teachers (K-5) and all Social Studies teachers (6-12) take action in class to recognize and celebrate the principles for which Martin Luther King stood.