

**ENNIS PUBLIC SCHOOLS**  
**\*\*\*\*\*MONDAY, MAY 20, 2013\*\*\*\*\***

**SPECIAL BOARD MEETING**  
**FINAL AGENDA**  
**5:00 P.M. - ROOM #3**

**PLEDGE**

- I. VISITORS AND PATRONS**
- II. PUBLIC COMMENT**
- III. OLD BUSINESS**
  - A. Review Changes to the Release Document with TRS
- IV. NEW BUSINESS**
  - A. Approve Budget Amendment Resolution
  - B. Board Training

**SCHOOL DISTRICT 52  
ENNIS, MADISON COUNTY, MONTANA  
MONDAY, MAY 20, 2013**

***SPECIAL BOARD MEETING - 5:00 P.M.***

John Scully	Chairman
Craig George	Vice-Chair
Lisa Frye	Trustee
Bill Clark	Trustee
Maria Lake	Trustee
John Overstreet	Superintendent
Ginger Martello	District Clerk

Chairperson Frye called the meeting to order.

**VISITORS**

Jim Frey	Community Member
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Jim Frey said he couldn't believe after two years it has been reduced to this.

***OLD BUSINESS***

**Review Changes to the Release Document with TRS**

New language to the mutual settlement and release of all claims document with TRS was presented for board approval. The language regarding the district did not change, although TRS added additional language addressing Mr. Walsh's portion of the agreement. Trustee Clark made a motion to approve the revised Mutual Settlement Agreement and Release of All Claims document with TRS as presented. Trustee George seconded the motion. All trustees present were in approval. (Per Attached)

## **NEW BUSINESS**

### **Approve Budget Amendment Resolution**

Chairman Scully amended the budget amendment to read: have signed a mediation settlement agreement between all parties obligating the district to pay a judgement amount of \$188,000.00. Superintendent Overstreet informed the board the district will keep the retirement reserves at a 20% threshold and take the remaining money from the general fund excess reserves. This will leave a balance of approximately \$27,461 in general fund excess reserves. He said the retirement reserves will have to be reduced to 20% anyway, due to new legislation. This resolution will be advertised and final approval will be June 10<sup>th</sup>. Chairman Scully thought the district should put an article in the paper explaining the resolution. Superintendent Overstreet said he would draft an article for the paper.

### **Board Training**

Superintendent Overstreet presented board training information on ways to keep the relationship between the superintendent and board positive. Principle 1-Establish a clear process for communication between board members and administration. Principle 2-Work to build trust and respect between the board and administrative team. Principle 3-Clarify roles and expectations for board members and superintendent. He also presented his goals as a superintendent for 2012-2013. He felt his goals last year focused more on community trust and this year he would like to add more educational goals. The board discussed getting more informative articles in the paper.

Superintendent Overstreet asked if the board wanted him to continue training Mr. Sullivan? He felt the district may be able to reduce to a half-time principal and half-time superintendent. He said most schools our size don't have three full-time administrators. Trustee Lake felt we should explore all opportunities. Chairman Scully felt training was still important because it will help the principals grow in their positions. Superintendent Overstreet said the district is fortunate to have Ms. Martello and she can help train on budgets. He also said we have very good principals that take care of the kids.

Trustee Lake asked if the board had set committees or were they created as needed? Superintendent Overstreet said we set up committees as we need them. The board agreed to continue with this practice. Trustee Frye said the budget committee was great and it helped get information out in the community.

The board also talked about the possibility of holding an adult education class in Big Sky, but within school district boundaries. Superintendent Overstreet said Big Sky is considering starting a competitive Speech and Drama program. He offered to send Ms. Jenkins and some students to explain the program. The board agreed it was necessary to keep the line of communications open with Big Sky.

As there was no other business for the attention of the board, the meeting was adjourned at 5:50 p.m.

Attest

  
Ginger R. Martello, District Clerk

  
John Scully, Chairman

6-10-13  
Date Approved

## Mutual Settlement Agreement and Release of All Claims

**PARTIES:** Montana Teachers Retirement System ("TRS"), Douglas Walsh, Ennis School District

**DESCRIPTION:** Any and all claims arising from, related to, or as a result of, Douglas Walsh's eligibility for retirement benefits from TRS, payment of retirement benefits to Douglas Walsh, and/or contributions to TRS, including but not limited to the claims that TRS made against Douglas Walsh and Ennis School District in its final determination dated August 1, 2011

### 1. Terms of Settlement.

Ennis School District shall pay TRS the amount of \$188,000.

TRS shall pay Douglas Walsh a retirement benefit amount of \$1200.00 per month effective June 1, 2013, under his original benefit election (Option A) and original designation of a joint annuitant. Douglas Walsh's effective date of retirement will be June 1, 2013. Mr. Walsh's retirement benefit will be subject to adjustment pursuant to §19-20-719 beginning January 1, 2017. Douglas Walsh will not attempt to claim and TRS will not pay to or on behalf of Douglas Walsh any additional amount(s), whether claimed as retroactive benefits, refund of accumulated contributions, or for any other reason. Douglas Walsh's normal form retirement allowance will be deemed to be \$1200.00 per month for purposes of application of §19-20-702(5).

Douglas Walsh warrants that he is not currently employed or engaged in any position reportable to TRS, in any capacity, including but not limited to, as an employee, independent contractor, consultant, volunteer, or employee or contractor of a third-party providing services to or on behalf of a TRS employer. Douglas Walsh will not in future be employed or engaged in any position reportable to TRS, in any capacity, under the limitations set forth in §19-20-731, or pursuant to §19-20-732. If Douglas Walsh is, at any time in the future, employed or engaged by a TRS employer in a position reportable to TRS, he must return to active member status with TRS. For purposes of this Settlement Agreement, a position reportable to the retirement system explicitly includes any work performed or service provided to or on behalf of a TRS employer, regardless

of the position title/description applied to the work/service, that could in TRS sole judgment be assigned to him in a capacity as a school superintendent or administrator, including but not limited to work or service as: a bus/transportation director/manager; maintenance/grounds director/manager; construction/facilities director/manager; safety director/manager; lobbyist; or similar position, whether or not he is concurrently engaged as a school superintendent/administrator.

## **2. Release**

The undersigned Parties acknowledge the terms of settlement and fully and forever release and discharge each other from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, related to or arising out of the described dispute.

## **3. Future Damages**

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Parties agree, as a further consideration of this agreement, that this Release applies to any and all injuries, damages, and losses resulting from the dispute described herein, even though now unanticipated, unexpected, and unknown, as well as any and all injuries, damages, and losses which have already developed and which are not now known or anticipated.

## **4. No Admission of Liability**

It is understood and agreed that the settlement terms are accepted as consideration for full satisfaction and accord to compromise a disputed claim, and that neither the settlement, nor the negotiations for settlement shall be considered as an admission of liability on the part of any Party.

## **5. No Additional Claims**

The Parties represent that no additional claims are contemplated against any other Party to this agreement. In the event any additional claim is made which directly or indirectly results in additional liability exposure for matters for which this Release is given, the Party causing the claim to be made agrees to indemnify

and save the other Parties harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

**6. Disclaimer**

The Parties have carefully read the foregoing, understand the contents thereof, and sign the same of their own free will and accord. This release shall be binding upon the Parties' heirs, successors, personal representatives and assigns.

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**CAUTION: THIS RELEASE AFFECTS AND TERMINATES LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING!**

DATED this \_\_\_\_\_ day of May, 2013.

\_\_\_\_\_  
Douglas Walsh

STATE OF MONTANA )

ss:

Cascade County )

On this \_\_\_\_\_ day of May, 2013, before me the undersigned, a Notary Public in and for the State of Montana, personally appeared *Douglas Walsh*, known to me to be the person named in the foregoing Release and acknowledged to me that he executed the same as his own free act and deed, for the uses and purposes therein mentioned.

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

(Notarial Seal)

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
\_\_\_\_\_  
(Printed Name)

Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
David C. Dalthorp  
Attorney for Douglas Walsh

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CAUTION: THIS RELEASE AFFECTS AND TERMINATES LEGAL  
RIGHTS.

READ CAREFULLY BEFORE SIGNING!

DATED this \_\_\_\_\_ day of May, 2013.

\_\_\_\_\_  
David Senn  
Teachers Retirement System

STATE OF MONTANA )

ss:

Lewis & Clark County )

On this \_\_\_\_\_ day of May, 2013, before me the undersigned, a Notary Public in and for the State of Montana, personally appeared *David Senn*, known to me to be the person named in the foregoing Release and acknowledged to me that he executed the same as his own free act and deed, for the uses and purposes therein mentioned.

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

(Notarial Seal)

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA

\_\_\_\_\_  
(Printed Name)

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Denise Pizzini  
Attorney for Teachers Retirement System

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**CAUTION: THIS RELEASE AFFECTS AND TERMINATES LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING!**

DATED this \_\_\_\_\_ day of May, 2013.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Ennis School District Board Chair

STATE OF MONTANA )

ss:

\_\_\_\_\_ County )

On this \_\_\_\_\_ day of May, 2013, before me the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person named in the foregoing Release and acknowledged to me that he executed the same as his own free act and deed, for the uses and purposes therein mentioned.

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

(Notarial Seal)

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA

\_\_\_\_\_  
(Printed Name)

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Elizabeth A. Kaleva  
Attorney for Ennis School District