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MONTANA NINTH JUDICIAL DISTRICT COURT, GLACIER COUNTY

BROWNING SCHOOL DISTRICT,)	
EAST GLACIER PARK ELEMENTARY)	Cause No. DV 19-46
SCHOOL DISTRICT, and MOUNTAIN)	
VIEW ELEMENTARY SCHOOL)	
DISTRICT,)	
)	SETTLEMENT AGREEMENT
Applicants,)	
vs.)	
)	
GLACIER COUNTY, MONTANA, and)	
DON WILSON, COUNTY TREASURER)	
FOR GLACIER COUNTY, MONTANA,)	
)	
Respondent.)	

The above-named parties, having entered into settlement negotiations resulting in a mutually agreeable resolution to the above-entitled matter, hereby agree and stipulate as follows:

1. Each of the school districts and the County Treasurer will enter into the attached agreement no later than January 15, 2020. There will be one agreement for each school

district, and all three signed agreements will be attached hereto and incorporated herein by this reference.

2. Pursuant to each such agreement, the County Treasurer agrees to transfer all funds of each school district into each school district's investment account no later than January 15, 2020.

3. Prior to January 15, 2020, the parties agree to cooperate with each other in order to determine a specific dollar amount that will be transferred into each school district's investment account, taking into account all warrants and expenditures that have not cleared prior to January 15, 2020, and to otherwise cooperate as necessary to effectuate the transfer of school funds in an orderly and efficient manner.

4. Glacier County and the Glacier County Treasurer agree and warrant that no school district funds will be expended or disbursed by the County or the County Treasurer for any purpose other than those specified in § 20-9-212, MCA, and specifically agree that no school district funds will be expended or disbursed to satisfy obligations of Glacier County or to fund County operations.

5. The parties agree that each of them is entering into this settlement agreement in order to resolve a disputed claim without further expense and court proceedings, and that no party hereto shall be deemed to have admitted any wrongdoing, or to have admitted any of the allegations set forth in the pleadings on file with the Court by their act of entering into this settlement agreement.

6. The parties disagree on the interpretation of § 20-9-235(4), MCA, referencing the agreement to coincide with the fiscal year. It is the position of the Districts that an

agreement for the transfer of school district funds may start on any date so long as the term of the agreement coincides with the school fiscal year (July 1-June 30). Notwithstanding the above position of the Districts, the County recognizes that it is also the position of the Districts that the Office of Public Instruction has waived the fiscal year references set forth in § 20-9-253(4), MCA and/or the July 1 requirement set forth in ARM 10.10.613(3). Without resolving this dispute over the interpretation of § 20-9-235(4), MCA, the Districts agree to defend, hold harmless and/or indemnify the County if litigation is commenced against the County specifically alleging that a mid-fiscal year transfer of school funds is not consistent with § 20-9-235(4). The parties further acknowledge and agree that the County cannot use school district funds to pay for county operations. As such, the Districts shall have no obligation to defend or indemnify the County on any other matter including demands, litigation, grievances for any claims made by any individual, company, third-party vendors, etc., for any amounts allegedly owing such individuals, companies, third-party vendors, etc. by the County. In the event a claim is asserted against the County referencing § 20-9-235(4), MCA, the County will provide written notice of such claim to the Districts, through their counsel of record.

7. The parties agree to stipulate to a Court order vacating the hearing scheduled for December 2, 2019.

8. The parties agree to stipulate to dismissal of the above-entitled action following the transfer of school district funds as contemplated herein.

9. The parties agree further that should it be necessary for either party to initiate an action or proceeding to enforce this settlement agreement or any of the attached

agreements, the prevailing party in any such action or proceeding shall be entitled to an award of their attorney fees and costs.

IN WITNESS WHEREOF:

GLACIER COUNTY:

_____ Date: _____

GLACIER COUNTY TREASURER:

_____ Date: _____

BROWNING SCHOOL DISTRICT:

_____ Date: _____

EAST GLACIER PARK ELEMENTARY SCHOOL DISTRICT:

_____ Date: _____

MOUNTAIN VIEW ELEMENTARY SCHOOL DISTRICT:

_____ Date: _____