

Shenandoah Community School District Board of Directors
Shenandoah Administrative Board Room
February 19, 2018 – 5:00 p.m.

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Jean Fichter
 - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Welcome to Audience
5. Public Forum
6. Action Items
 - a. Approve the Agreement Regarding the Estate of Anne B. Gee
 - b. Accept receipt of SSA+ opening proposal for negotiations
7. Adjournment

1. Call to Order
2. Roll Call and Determination of Quorum
3. Action Items
 - a. Present the opening proposal to SEA for negotiations
 - b. Present the opening proposal to SSA+ for negotiations
4. Informational Items

Next Regular Meeting – March 12, 2018 at 5:00 p.m.
5. Adjournment

**AGREEMENT REGARDING
THE ESTATE OF ANNE B. GEE**

This Agreement is entered into by and among JILL POLK, Personal Representative of the Estate of ANNE B. GEE ("the Estate"); beneficiary Shenandoah High School ("SHS"); and Shenandoah Iowa Education Foundation ("SIEF"); who constitute all of the individuals having any interest in the subject bequest in the Estate, and pursuant to Section 11.96A of the Revised Code of Washington ("RCW"), otherwise known as the Trust and Estate Dispute Resolution Act ("TEDRA").

RECITALS

A. Background. ANNE B. GEE ("the decedent") passed away on July 25, 2017, survived by her two daughters JILL POLK and CAROL ZARBOCK, and her granddaughter ASTARA ZARBOCK. JILL POLK is the nominated and appointed Personal Representative of the Estate. This TEDRA Agreement ("Agreement") is intended and designed to resolve a cash bequest in the Will of ANNE B. GEE that is intended to go to SHS to assist graduates majoring in the business or technology sector who have completed at least one full semester of college.

B. Estate/Will of ANNE B. GEE ("The Estate"). The Estate has liquid assets sufficient to satisfy this bequest of \$20,000 under Section 2.03 in the Last Will of Anne B. Gee.

C. Substitute to Carry Out Bequest. SHS is not in an ideal position or makeup to carry out this bequest as a caretaker and distributor of funds and evaluation of recipients already engaged in collegiate activity. SIEF is a foundation who is willing and able to take on a role of holding and distributing (per the Will of Anne B. Gee) the bequest made.

D. Administration of the Estate. All appropriate notices have been given and no creditor claims have been filed nor are expected to be filed. All taxes have been paid or will be provided for and administrative expenses are contemplated by this Agreement.

E. Binding Agreement. The Parties desire to express their agreement as to the foregoing and to memorialize the same in such a fashion as to be binding not only upon themselves but upon all persons having an interest in the Estates. In this regard, the Parties intend to qualify the within undertaking as a non-judicial binding agreement under RCW 11.96A.220.

F. Resolution of Estate and Trust. Parties agree and intend that this document and its attached Exhibits are to be the full and final resolution concerning the

bequest to under Section 2.03 in the Last Will of Anne B. Gee mentioned in above Section A.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the Parties agree as follows:

TERMS OF AGREEMENT

1. Inventory, Expenses, and Distributions. The Parties hereby ratify and approve the inventory of probate (Attached as Exhibit A) assets contained herein and incorporated by attached Exhibits herein. Parties further consent to the payment/reimbursement of administrative expenses contained herein. The Parties hereby waive any right to contest the division and distribution of probate, non-probate, or trust assets or payment of expenses in the Estate or Trust. Parties further agree to the above provisions and background as well as the following:

- a. Beneficiary. Parties agree that SHS is not in a position to optimize, evaluate, or create methodology/criteria for gifting of these funds to students already engaged in collegiate studies. Parties agree that SIEF is situated to be able to carry out the wishes of the Last Will of Anne B. Gee at this time.
- b. Settlement of General Bequest to SHS. Parties agree that the bequest to SHS in Section 2.03 in the Will in the amount of \$20,000 is substituted instead for a bequest to SIEF of the same amount with the purpose of fulfilling the same wishes had by Anne B. Gee in her Last Will.
- c. Criteria for Distribution to Collegiate Student (and Graduate of SHS). Parties agree that Anne B. Gee desired to benefit SHS as well as it's students and graduates in manners furthering education and community. The following criteria shall be followed when a recipient is considered for the award (until the \$20,000 is depleted): 1) Must be a graduate of SHS; 2) Must be enrolled in college; 3) Must have declared major to be or intend their major to be in business or technology; 4) Gift for said student selected is capped at \$2,000 and one student may not be given the gift multiple times; 5) Criteria and qualifications for selection of student shall be at the discretion of SIEF, but in consultation with Jill Polk; 6) It is not mandatory that a gift be given each year, but SIEF may not go more than 3 consecutive years without making a selection of student and gift/distribution.
- d. Criteria for Distribution of Funds to Benefit Other Educational Functions. Funds may be disbursed to benefit specific scholastic functions of SHS. No more than \$2,000 per year may be distributed for such function. Such distribution may be made for any purpose directly

related to education. Such distribution shall be made in consultation with Jill Polk.

- e. Enrichment of Shenandoah Iowa Education Foundation. Funds gifted hereunder and in the care of SIEF shall not be utilized to make profit for SIEF or for expenditure on SIEF operations.
- f. Satisfaction of Bequest and Intent of Testatrix. This agreement shall be made in satisfaction of the general bequest to SHS in the Will (Section 2.03). All parties agree that this solution also satisfies the intent of the testatrix as enumerated in Section 2.03 in the Last Will of Anne B. Gee.

2. Virtual Representation. The Parties understand and intend that it is they and only they who are required under the Revised Code of Washington to join in the within undertaking in order to qualify the same as a non-judicial binding agreement under RCW 11.96A.220. The Parties further understand that they are qualified under RCW 11.96A.120 to sign as the virtual representatives of their respective descendants. In signing this Agreement, the Parties do so on their own behalves and in their respective capacities as virtual representatives of such persons.

3. Governing Law and References. This Agreement shall be governed by Washington law. All references made to the legislative or administrative acts of any jurisdiction include any amendments and successor acts.

4. Review. Each Party has had the opportunity to review this Agreement. Each Party hereto has been advised of such Party's right to obtain independent counsel to represent such Party with respect to the execution of this Agreement and each Party has been encouraged to seek such counsel. Each Party acknowledges and represents and warrants that such Party either has had the benefit and advice and counsel of such Party's respective independent attorney in connection with the formation, preparation, discussion and execution of this Agreement and all matters incidental to it, or has knowingly waived such Party's right to the same. No term of this Agreement shall be construed against any Party on the grounds that the Party is deemed to be the drafter.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, personal representatives, assigns, creditors, successors in interest, and any others as may claim through them, by virtue of RCW 11.96A.120 and otherwise.

6. Entire Agreement/Severability. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, hereby superseding any and all prior agreements and understandings concerning the subject matter hereof and is severable so that if any provision hereof is deemed illegal or unenforceable, the remainder of the Agreement shall remain fully valid and in full force and effect.

7. Effective Date. This Agreement shall be effective upon the signatures of all of the Parties hereto.

8. Counterparts/Multiple Signature Pages. This Agreement may be signed in counterparts, each of which shall constitute a duplicate original. To facilitate execution, multiple signature pages may be executed by the Parties with the same force and effect as if all the Parties had signed on the same pages.

The undersigned declares under penalty of perjury of the state of Washington as follows:

The undersigned is authorized to execute the foregoing Agreement, has read the foregoing Agreement, knows the contents thereof, believes the same to be true, and agrees to be bound thereby.

DATED: 1/9/18.

Jill R. Polk

JILL POLK, as beneficiary of the Estate and as
Personal Representative of the Estate of Anne B. Gee, and as
virtual representative under RCW 11.96A.120

Redmond WA
City State

The undersigned declares under penalty of perjury of the state of Washington as follows:

The undersigned is authorized to execute the foregoing Agreement, has read the foregoing Agreement, knows the contents thereof, believes the same to be true, and agrees to be bound thereby.

DATED: _____.

Kerrie Nelson, Superintendant Shenandoah High School,
as beneficiary of the Estate,
and as virtual representative under RCW 11.96A.120

City State

The undersigned declares under penalty of perjury of the state of Washington as follows:

The undersigned is authorized to execute the foregoing Agreement, has read the foregoing Agreement, knows the contents thereof, believes the same to be true, and agrees to be bound thereby.

DATED: _____.

_____, authorized representative from Shenandoah Iowa Education Foundation, as beneficiary of the Estate, and as virtual representative under RCW 11.96A.120

City State