



SCHOOL BOARD MEETING

Board of Directors

Erin Markquart, President
Deb Norris, Vice President
Paul Williams, Legislative Representative
Casey Chamberlain, Member
Richard Hendricks, Member

Mission

*We believe it is our responsibility to
ensure the best education for every student,
every day, in every classroom.
We believe in success for
students and staff every day.*

May 10, 2017 Regular Meeting

Sumner High School Choir Room

1. Call to Order: 6:00 p.m.

2. Flag Salute

3. Approval of Agenda

(Action)

4. Approval of Previous Meeting Minutes

(Action)

[April 19, 2017 Regular Meeting Minutes \(p. 5\)](#)

[May 3, 2017 Special Board Meeting Minutes \(p. 10\)](#)

5. Consent Items

(Action)

[Consent Items \(p. 13\)](#)

[May 10 Warrants \(p. 16\)](#)

[Resolution No. 26/16-17: Delegating Authority to WIAA \(p. 17\)](#)

6. Acceptance of Donation

(Action)

The Sumner School District Board of Directors recognizes the following donor:

- Daffodil Valley Elementary Parent Teacher Association for their donation of \$3,000.00. The donation will be used to purchase a refrigerator and a \$50.00 grant will be given to each teacher.

The Administration recommends the Board approve the donation as presented.

[Daffodil Valley Elementary Parent Teacher Association Donation \(p. 18\)](#)

7. Superintendent Comments

This is the time on the agenda for the Superintendent to provide information and comment on District activities.

8. Board Member Comments

This is the time on the agenda for Board members to report on professional development activities they have attended (i.e., conferences, workshops), legislative issues and other items of interest.

9. Audience Comments

The Sumner School Board welcomes the public to its meetings. Individuals who wish to address the Board should use the sign-up sheet provided at the door. Comments should be restricted to no more than three minutes. Remarks regarding District personnel are not appropriate for the Audience Comments portion of the meeting.

10. Unfinished Business

a. New and Revised Policies - Second Reading

(Action)

Policy 1310: Adoption and Amendment of Policies and By-Laws

The Administration recommends the Board adopt the following new and revised policies:

- 2220 School Calendar
- 3530 Fundraising Activities Involving Students
- 4260 Use of School Facilities
- 4314 Notification of Threats of Violence or Harm
- 5006 Certificate Revocation

[2220 School Calendar \(p. 19\)](#)

[3530 Fundraising Activities Involving Students \(p. 20\)](#)

[4260 Use of School Facilities \(p. 21\)](#)

[4314 Notification of Threats of Violence or Harm \(p. 24\)](#)

[5006 Certification Revocation \(p. 26\)](#)

b. Instructional Materials Adoption - Second Reading

(Action)

Policy 2020: Course Design, Selection and Adoption of Instructional Materials

The Administration recommends the Board adopt the following instructional material:

Title: Unique Learning Systems

Author: Various

Publisher: N2Y

Copyright: N/A

Name of class in which the instructional material will be used: High School Developmental Learning Center (DLC) and Community Based Transition Program

11. New Business

a. 2017-18 School Board Meeting Calendar

(Action)

The Administration recommends the Board set the 2017-18 School Board meeting calendar.

[2017-18 School Board Meeting Calendar \(p. 28\)](#)

b. Bonney Lake High School Performing Arts Center Educational Specifications (Action)

The purpose of Educational Specifications per WAC 392-342-015 is to define and communicate to the architect/engineer the District's goals and requirements of the construction project. Educational Specifications related to the Bonney Lake High Performing Arts Center project have been prepared by Erickson McGovern at the direction of the District and are recommended for acceptance.

The Administration recommends the Board adopt Resolution No. 25/16-17: Bonney Lake High School Performing Arts Center Educational Specifications.

[Resolution No. 25/16-17: Bonney Lake High School Performing Arts Center Educational Specifications \(p. 29\)](#)

c. Acquisition of Real Property (Action)

In order to prepare for future site planning of the Elhi Hill High School Program, the District has found it to be in its best interest to acquire 908 Meeker Avenue. This will benefit the siting of the proposed facility at adjacent property 914 Meeker Avenue and 1518 Main Street that is owned by the District.

The Administration recommends the Board adopt Resolution No. 27/16-17: Acquisition of Real Property at 908 Meeker Avenue (Norlin Property).

[Resolution No. 27/16-17: Acquisition of Real Property at 908 Meeker Avenue \(p. 30\)](#)

d. Tehaleh Certification of Constructability (Information)

As required by WAC 392-343-080, it is required that the District contract with an independent consultant to review the construction documents for the New Elementary at Tehaleh for the purpose of identifying errors, ambiguities, omissions, discrepancies, and conflicts in the construction documents before going to bid.

e. New and Revised Policies - First Reading

Policy 1310: Adoption and Amendment of Policies and By-Laws

The following new and revised policies are presented for first reading:

- 4210 Regulation of Dangerous Weapons on School Premises
- 4400 Election Activities
- 5253 Maintaining Professional Staff/Student Boundaries
- 6112 Rental or Lease of District Real Property

[4210 Regulation of Dangerous Weapons on School Premises \(p. 47\)](#)

[4400 Election Activities \(p. 52\)](#)

[5253 Maintaining Professional Staff/Student Boundaries \(p. 53\)](#)

[6112 Rental or Lease of District Real Property \(p. 55\)](#)

f. New and Revised Procedures and Forms

Policy 1310: Adoption and Amendment of Policies and By-Laws

The following policies and forms are provided for School Board information:

- 2409F Credit for Competency-Proficiency
- 2410F High School Graduation Requirements
- 4400P Election Activities
- 5253P Maintaining Professional Staff/Student Boundaries

[2409F Credit for Competency-Proficiency \(p. 56\)](#)

[2410F High School Graduation Requirements \(p. 57\)](#)

[4400P Election Activities \(p. 58\)](#)

[5253P Maintaining Professional Staff/Student Boundaries \(p. 84\)](#)

12. Information Only

a. Upcoming Board Meeting(s)

The next Regular Board meeting is scheduled for May 24 at 6:00 p.m. at Bonney Lake High School in rooms 410 and 411.

b. High School Graduation Ceremonies

The Sumner High School graduation ceremony will be held June 16 at the White River Amphitheater at 7:00 p.m.; Bonney Lake High School graduation ceremony will be held on June 19 at the Kent ShoWare at 6:00 p.m.; Elhi Hill graduation ceremony will be held on June 13 in the Sumner Middle School Commons at 7:00 p.m.

13. Executive Session

In accordance with the Open Public Meetings Act provision for Executive Sessions, RCW 42.30.110(g) and RCW 42.30.140(4)(a), the Sumner School District Board of Directors will hold an executive session for the purposes of discussing the Superintendent's evaluation and contract. Action is not anticipated following the session.

14. Sumner High School Senior Showcase

The theme for this years graduating class is "It's about the journey, not the destination." Teachers nominates students for accomplishments made throughout high school while overcoming personal obstacles. With a goal to recognize a wide variety of students, a committee chose 10 students who exemplified the class of 2017. Principal, Kassie Meath, will host and introduce Senior Showcase honorees: Jessica Peterson, Coral Hunter, Elizabeth Larios, Kaeden Schmidt, Noah Wooster, Michael Keiser, Jose Lemus, Lan Allison, Chevy Henry, and Joy Mahnken.



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Mission

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April 19, 2017 Regular Meeting – Meeting Minutes

1. Call to Order: 6:00 p.m.

School Board President, Erin Markquart, called the April 19 Meeting of the Board of Directors of Sumner School District No. 320 to order at 6:00 p.m. in the Central Office Board Room.

Present:

Erin Markquart, Paul Williams, Casey Chamberlain, Rick Hendricks

Superintendent, Laurie Dent; Assistant Superintendent of Operations and Community Engagement, Bill Gaines; Assistant Superintendent of Instructional Services, Kelly Denn; Communications Director, Elle Warmuth; Bonney Lake High School Principal, Cris Turner; Career and College Readiness Executive Director, Sharon Fochtman; Elementary Executive Director, Beth Dykman; Educational Support Services Executive Director, Steve Sjolund; Athletics and Activities Director, Tim Thomsen; Finance Director, Merridith Way; Technology Director, Kyal Olson; Learning and Innovation Executive Director, Michelle Lewis; Curriculum Director, Lindsay O'Neal; Family Center Director, Marilee Hill-Anderson; Special Services Executive Director, Karen Finigan; Daffodil Valley Elementary Principal, Jane Davis-Aronson; Mountain View Middle School Principal, Curtis Hurst; Mountain View Middle School Assistant Principal, Susan Smith; Lakeridge Middle School Assistant Principal, Amy Montgomery; Elementary Program Administrator, Laurie Sjolund; Recording Secretary, Bailey Ottenad

Visitors: 42

2. Flag Salute

3. Recognition of Greeters

Sumner High School Students, Lexi Lee and Alex Campbell, introduced themselves to the School Board.

4. Approval of Agenda

School Board President, Erin Markquart, requested the agenda be amended to remove discussions about collective bargaining in executive session pursuant to RCW 42.30.140(4)(a).



Moved by Casey Chamberlain to remove discussions about collective bargaining in executive session pursuant to RCW 42.30.140(4)(a); Seconded by Rick Hendricks. Motion passed unanimously.

Moved by Rick Hendricks to approve the agenda with amendments; Seconded by Casey Chamberlain. Motion passed unanimously.

5. Approval of Previous Meeting Minutes

Moved by Casey Chamberlain to approve the minutes of the March 15 Regular Board meeting and April 12 Special meeting; Seconded by Paul Williams. Motion passed unanimously.

6. Consent Items

Moved by Casey Chamberlain to approve the consent items as presented; Seconded by Rick Hendricks. Motion passed unanimously.

6a. Supplemental Consent Items

Moved by Rick Hendricks to approve the supplemental consent items as presented; Seconded by Casey Chamberlain. Motion passed unanimously.

7. Recognition – Roll of Honor

The Roll of Honor recognizes community partnerships and accomplishments, achievements, and other notable activities of and by students, staff and educators, presented by Sumner School District Superintendent Laurie Dent.

The Golden Apple Community Partnership Award recognized Calvary Community Church for their exemplary service to Sumner School District students, families and schools. From providing the venue for awards ceremonies, leadership conferences, sports banquets and academic testing to meeting family needs with clothing, household supplies, rent and utilities, Calvary Community Church is a steadfast partner with our district who supports the healthy development of our children and families.

The following students and staff members were recognized for their notable successes and achievements; Jennifer Garretson and Mike Osborn from Lakeridge Middle School; Damon DeLapp, Audrey Adams, Kathy Arnold, Keyaira Witt, Julia Stephenson, Raelyn Kimmel, Taryn Schelin, Amanda Hone-Langley, Payton Schelin, Jordann Hofstrand, Payton Mitchell, Malea Loukides, Maisyn Jensen, Shaya McQueen, and Olivia Grob from Bonney Lake High School; Anna Christensen, Madison Zantello, and Brianna Brum from Mountain View Middle School.

Meeting Recessed – 6:27 p.m.

Meeting Reconvened – 6:35 p.m.

8. Superintendent Comments

Superintendent Laurie Dent asked Daffodil Valley Elementary Principal Jane Davis-Aronson to introduce new Daffodil Valley Assistant Principal Jennifer Knight to the School Board. Jennifer will be joining the District effective July 1, 2017.



9. Board Member Comments

School Board President Erin Markquart said she had received the parent edition of the CEE survey. Erin said she enjoys reviewing the data and is glad to see the District is continuing to gather input from parents.

School Board Member Rick Hendricks spoke about his recent attendance at the National School Board Association conference in Denver, Colorado in late March. Rick said he would like to share some of the ideas he gathered about projects the District is currently working on.

School Board Member Paul Williams updated the Board on his discussions with Morgan Irwin regarding McCleary funding. Paul said it seems the legislature is at polar ends of the spectrum on funding. Paul briefly spoke about his attendance at the National School Board Association conference, but said he attended another equity seminar, and while many districts are only implementing programs, Sumner School District seems to have it together.

School Board Member Casey Chamberlain thanked the Administration for their hard work and time spent on the email threats Sumner High School received a couple of weeks ago.

10. Kindergarten Transition Overview

Elementary Executive Director Beth Dykman provided an overview of the Sumner School District kindergarten transition. Beginning in January of the student's enrollment year, the District offers registration, classes, orientation, screening and family connection opportunities for families to get acquainted with the District and elementary school their child will attend.

11. Audience Comments

None.

12. Unfinished Business

a. Revised Policies – Second Reading

Moved by Casey Chamberlain to approve new and revised policies 3432 Emergencies, 5201 Drug-Free Schools, Community and Workplace, and 5280 Separation from Employment; Seconded by Rick Hendricks. Motion passed unanimously.

b. Instructional Materials Adoption – Second Reading

Moved by Rick Hendricks to approve Core Focus on Math, Eureka Math, Edmentum (Plato and EdOptions), World Civilizations: Global Experience, Beginning Visual Basic, and Programming Games with Visual Basic; Seconded by Casey Chamberlain. Motion passed unanimously.

13. New Business

a. Fiber and Cabling Request for Proposals

Moved by Casey Chamberlain to approve Ednetics for fiber and cabling upgrades at Crestwood, Daffodil Valley, and Liberty Ridge Elementaries; Seconded by Rick Hendricks. Motion passed unanimously.

b. 2017-18 School Year Calendar

Moved by Paul Williams to approved the revised 2017-18 School Year calendar; Seconded by Rick Hendricks. Motion passed unanimously.



c. Resolution No. 24/16-17: Maple Lawn Parking Lot Expansion Final Acceptance

Moved by Casey Chamberlain to adopt Resolution No. 24/16-17: Maple Lawn Parking Lot Expansion Final Acceptance; Seconded by Rick Hendricks. Motion passed unanimously.

d. Instructional Materials Adoption – First Reading

The following instructional material was presented for first reading:

Title: Unique Learning Systems

Author: Various

Publisher N2Y

Copyright: N/A

Name of class in which the instructional material will be used: High School Developmental Learning Center (DLC) and Community Based Transition Program

e. New and Revised Policies – First Reading

The following new and revised policies were presented for first reading:

- 2220 School Year Calendar
- 3530 Fundraising Activities Involving Students
- 4260 Use of School Facilities
- 4314 Notification of Threats of Violence or Harm
- 5006 Certificate Revocation

f. New and Revised Procedures

The following new and revised procedures were presented for Board information:

- 3530P Fundraising Activities Involving Students
- 4260P Use of School Facilities
- 4314P Notification of Threats of Violence or Harm
- 4350.1P Facility Rental Information

14. Information Only

a. Upcoming Board Meetings

A Study Session has been scheduled for May 3 in the Central Office Board Room. Two regular Board meetings will be held in May. May 10 in the Sumner High School Choir Room and May 24 at Bonney Lake High School in Rooms 410 and 411. All meetings will begin at 6:00 p.m. High School Senior Showcases will follow both Board meetings at respective high schools at 7:00 p.m.

b. Budget Status Report

The budget status report for March was included for Board information.

15. Executive Session

In accordance with the Open Public Meetings Act provision for Executive Session, RCW 42.30.110(iii) School Board President Erin Markquart announced the Sumner School District Board of Directors would hold an Executive Session for the purposes of discussing potential litigation. The Executive Session would last 45 minutes and possible action was anticipated following the session.



Meeting Recessed to Executive Session: 6:59 p.m.

Meeting Reconvened to Open Session: 7:47 p.m.

16. Adjournment

Moved by Casey Chamberlain to adjourn the April 19 Board meeting; Seconded by Paul Williams. Motion passed unanimously.

Meeting adjourned: 7:48 p.m.

Laurie Dent, Secretary
Board of Directors

Attest:

Erin Markquart, President
Board of Directors



SCHOOL BOARD MEETING

Board of Directors

Erin Markquart, President
Deb Norris, Vice President
Paul Williams, Legislative Rep.
Casey Chamberlain, Member
Richard Hendricks, Member

Mission

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May 3, 2017 Special Board Meeting – Meeting Minutes

1. Call to Order: 6:00 p.m.

School Board President, Erin Markquart, called the May 3 Special Board Meeting of the Board of Directors of Sumner School District No. 320 to order at 6:00 p.m. in the Central Office Board Room.

Present:

Erin Markquart, Deb Norris, Paul Williams, Casey Chamberlain, Rick Hendricks

Superintendent, Laurie Dent; Assistant Superintendent, Bill Gaines; Assistant Superintendent, Kelly Denn; Human Resources Executive Director, Marion Leach; Special Education Executive Director, Karen Finigan; Innovation and Learning Executive Director, Michelle Lewis; Chief Financial Officer, Debbie Campbell; Communications Manager, Sarah Gillispie; SEA President, Gabrielle Wright; Community Engagement Director, Marilee Hill-Anderson; Recording Secretary, Bailey Ottenad

Visitors: 1

2. Flag Salute

3. Approval of Agenda

Moved by Casey Chamberlain to approve the agenda as presented; Seconded by Deb Norris. Motion passed unanimously.

4. Reports

a. STEM

Innovation and Learning Executive Director Michelle Lewis reported on the District's exploration, planning and implementation of a Science, Technology, Engineering and Math (STEM) program in Sumner School District. Michelle said that Washington state has 45,000 unfilled STEM jobs and 50% of STEM positions require less than a bachelor's degree. In order to ensure students are career and college ready, we must prepare students with the tools and skills to be successful in various settings. Success will be measured by increasing enrollment in STEM, meeting and/or exceeding standards, and offering an increased number of industry certifications and class opportunities. Three groups will benefit from a STEM program: students will be STEM ready, teachers will be able to provide rich and rigorous STEM opportunities, and the community will have a well-educated and trained workforce.



b. New and Revised Policy and Procedure

In accordance with School Board Policy 1310: Adoption and Amendment of Policies and By-Laws, Superintendent Laurie Dent presented the following new and revised policies and procedures:

- 2409F Credit for Competency-Proficiency
- 2410P High School Graduation Requirements
- 4210 Regulation of Dangerous Weapons on School Premises
- 4400 and 4400P Election Activities
- 5253 and 5253P Maintaining Professional Staff/Student Boundaries
- 6112 Rental or Lease of District Real Property
 - School Board Member Paul Williams said he supported the WSSDA model policy, but asked if two other board members would support him writing an opinion letter to our local Legislator on whether or not leftover community rental money should remain in the general fund or be moved to capital projects. The Legislator would then forward the opinion on our behalf to the Attorney General's Office (AGO) for online posting and solicitation from Washington State School Directors' Association and the Office of Superintendent of Public Instruction. School Board President Erin Markquart asked if this was a big enough issue to take to the AGO. School Board Member Rick said the AGO would be a good resource for future issues.

c. 2017-18 School Board Meeting Calendar

The School Board reviewed 2017-18 Board meeting dates. The calendar will be approved at the May 10 Board meeting.

5. School Board Future Planning

This is a time on the agenda for the School Board to review their commitments to action and requests for Superintendent Laurie Dent.

6. Board Discussion

School Board Member Rick Hendricks said the School Board needs to move forward with a name change. School Board Member Paul Williams asked about holding another open house or something similar. Rick said another open house was not necessary. Superintendent Laurie Dent said the Board needs to take action on the name change in the near future or they run the risk of the matter being deemed abandoned. Rick highlighted a recent Tacoma News Tribune opinion article from April 24 and said it was exceptionally good and reiterated that we would not have passed the 2016 bond without the support of citizens on the hill. Paul asked if there were any filing expenses associated with the name change and Laurie said \$20.

School Board President Erin Markquart said she has been approached by multiple community members regarding the District Late Start. Erin said we tabled the matter in March but need to come to a decision on how to proceed. School Board Member Casey Chamberlain said the majority of survey respondents agrees with changing Wednesday late start to Friday early release. School Board Member Paul Williams asked for additional data to support the need to change the late start. Superintendent Laurie Dent said the District has exhausted surveying key stakeholders; a survey was done in 2015 and this past January. School Board Member Rick Hendricks said he will not support a Friday early release. Erin said she is here to represent the community and the community has spoken in both surveys; the results say they would like to see a change from Wednesday late start to Friday early release. School Board Vice President Deb Norris said our personal bias should not interfere with what the survey results show. Paul said the matter can remain tabled and we can request the District provide additional data.



School Board Vice President Deb Norris said she attended the Washington State Achievement Award Ceremony where 5 out of 8 elementary schools were recognized.

School Board President Erin Markquart said that it was Teacher Appreciation Week and thanked teachers for the work they do every day.

7. Executive Session

In accordance with the Open Public Meetings Act provision for Executive Sessions, RCW 42.30.110(c)(g) and RCW 42.30.140(4)(a), School Board President Erin Markquart announced the Sumner School District Board of Directors would hold an Executive Session for the purposes of discussing a real estate matter, the Superintendent's evaluation and contract, and collective bargaining. The session would last 90 minutes and possible action was anticipated.

Meeting Recessed to Executive Session – 6:49 p.m.

Meeting Reconvened to Open Session – 8:22 p.m.

Moved by Deb Norris to approve Appedix A 2017-18 Salary Schedule for the Sumner Exempt Employees; Seconded by Casey Chamberlain. Motion passed 3-2.

8. Adjournment

Moved by Casey Chamberlain to adjourn the May 3 Special Board Meeting; Seconded by Deb Norris. Motion passed unanimously.

Meeting adjourned: 8:23 p.m.

Laurie Dent, Secretary
Board of Directors

Attest:

Erin Markquart, President
Board of Directors

May 10 Board Meeting

<u>Date</u>					
<u>Approved by</u>					
<u>HR</u>	<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Type</u>	<u>Effective</u>
Personnel Contracts					
4/20/2017	Boyle, Sydney	Teacher - Math/Science	Mt View	New hire on a 1.0 provisional contract	2017/18
4/20/2017	May, Jamie	Teacher - 3rd	Maple Lawn	New hire on a 1.0 provisional contract	2017/18
4/20/2017	Sadler, Jonathan	Teacher - Elementary	To Be Determined	New hire on a 1.0 provisional contract	2017/18
4/20/2017	Swope, Briana	Teacher - Elementary	To Be Determined	New hire on a 1.0 provisional contract	2017/18
4/21/2017	Hogenson, Brent	Teacher - STEM/CTE Specialist	Mt View	New hire on a 1.0 provisional contract	2017/18
4/24/2017	Waltman, Kathryn	Speech Language Pathologist	Daffodil Valley	New hire on a 1.0 provisional contract	2017/18
4/26/2017	Jung, Samantha	Speech Language Pathologist	To Be Determined	New hire on a 1.0 provisional contract	2017/18
4/26/2017	Matthews, Rebecca	Teacher - Elementary	Bonney Lake Elementary	New hire on a 1.0 provisional contract	2017/18
4/26/2017	Rosio, Hannah	Teacher - Math	To Be Determined	New hire on a 1.0 provisional contract	2017/18
4/26/2017	Rybol, Jenna	Teacher - Elementary	To Be Determined	New hire on a 1.0 provisional contract	2017/18
4/26/2017	Schlegel, Brandon	School Psychologist	To Be Determined	New hire on a 1.0 provisional contract	2017/18
4/26/2017	Yakimchuk, Irina	Teacher - Elementary	To Be Determined	New hire on a 1.0 provisional contract	2017/18
5/2/2017	Olson, Josphe	Teacher - English	Bonney Lake High	New hire on a 1.0 provisional contract	2017/18
5/3/2017	Hunke, Christopher	Teacher - Social Studies	Sumner High	New hire on a 1.0 provisional contract	2017/18
5/3/2017	Nino, Anthony	Teacher - Social Studies	Sumner High	New hire on a 1.0 provisional contract	2017/18
5/4/2017	Radford, Aaron	Dean of Students/Athletic Coordinator	Bonney Lake High	New hire on a 1.0 provisional contract	2017/18
5/4/2017	Pierce, Margaret	Teacher - Math/Science	Lakeridge	New hire on a 1.0 provisional contract	2017/18
5/4/2017	Schiemer, Melissa	Teacher - Language Arts/Social Studies	Mt View	New hire on a 1.0 provisional contract	2017/18

May 10 Board Meeting

<u>Date</u>	<u>Approved by</u>	<u>HR</u>	<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Type</u>	<u>Effective</u>
Offers of Employment							
4/21/2017			Pillen, Mistelle	Bus Driver	Transportation	New hire, ongoing	4/24/2017
4/24/2017			Brines, Bryanna	Paraeducator	Victor Falls	New hire, time-limited	4/24/2017
4/26/2017			Miller, Rayanna	Paraeducator	Victor Falls	New hire, time-limited	5/1/2017
4/26/2017			Winer, Michael	Custodian III Nights	Donald Eismann	New hire, ongoing	4/28/2017
5/2/2017			Olson, Tara	Library Media Assistant	Emerald Hills	New hire, ongoing	5/12/2017
5/2/2017			Petitt, Teresa	Special Services Student Support Secretary	Administration	New hire, ongoing	5/1/2017
Supplemental Contracts							
5/3/2017			Davis, James	Assistant Wrestling	Bonney Lake High	Coaching contract	2017/18
Separations							
4/21/2017			Hallen, Jamie	Teacher - Science	Sumner High	Resignation	End of 2016/17
4/21/2017			Harnett, Diana	Paraeducator	Liberty Ridge	Resignation	5/1/2017
4/24/2017			Butchart, Heather	Teacher - 4th	Maple Lawn	Resignation	End of 2016/17
4/25/2017			Atkinson, Kylie	Special Education Teacher	Bonney Lake High	Resignation	End of 2016/17
4/25/2017			Martin, Mark	Bus Driver	Transportation	Resignation	5/10/2017
4/26/2017			Richardson, Rebecca	Teacher - French	Sumner High	Resignation	End of 2016/17
4/27/2017			Campbell, Amy	Paraeducator	Lakeridge	Resignation	4/19/2017
5/2/2017			Sabia, Giovanna	Teacher - Music	Crestwood	Resignation	End of 2016/17
5/3/2017			Smeller, Sarah	Teacher - 5th	Donald Eismann	Resignation	End of 2016/17
5/3/2017			Wickenhagen, Andrea	Teacher - 3rd	Donald Eismann	Resignation	End of 2016/17
5/4/17			Galindo, Maryann	Child Nutrition Assistant	Mt View	Resignation	5/17/2017

May 10 Board Meeting

<u>Date</u> <u>Approved by</u> <u>HR</u>	<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Type</u>	<u>Effective</u>
5/4/17	Hedrick, Diana	Bus Driver	Transportation	Retirement - 28 years w/SSD	End of 2016/17
5/4/17	Huffines, Bonita	Bus Driver	Transportation	Retirement - 27 years w/SSD	End of 2016/17

Reduction in Force

Leave of Absence

4/21/2017	Krezelak, Jacqueline	Teacher - Computers	Mt View	New request for .40 FTE leave of absence without pay	2017/18
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Administrative Appointments

Warrants for Approval
May 10, 2017

Warrant #62338-62339 in the total amount of \$1,198.45
General Fund \$798.45
Capital Projects \$400.00

Warrant #62340-62409 in the total amount of \$904,601.36
General Fund \$877,708.49
Capital Projects \$2,489.44
ASB Fund \$24,335.63
Private Purpose \$35.50

Warrant #62410-62452 in the total amount of \$551,354.80
General Fund \$146,491.39
Capital Projects \$402,182.89
ASB Fund \$2,680.52

Warrant #62453-62453 in the total amount of \$135.60
General Fund \$135.60

Warrant #62454-62457 in the total amount of \$77,165.70
General Fund \$62,219.59
Capital Projects \$4,494.74
ASB Fund \$10,391.14
Private Purpose \$60.23



SCHOOL BOARD RESOLUTION

Electronic form available at: wiaa.com/resolution.aspx

Return by the second Friday in June annually.

School District Type (select one): ☒ Public ☐ Private ☐ Charter ☐ Tribal

School District Name: Sumner School District Resolution # (optional): 26 Date: 5/10/17

By action of the 1976 Legislature, each School District Board of Directors may delegate control, supervision, and regulation of any extracurricular activity to the WIAA and compensate such entity for services provided.

The local **SCHOOL BOARD PRESIDENT** and **SUPERINTENDENT** must sign this resolution form to indicate that the School Board has approved the Public School District's or Private School's membership with the Washington Interscholastic Activities Association (WIAA) and as members, these schools will follow the WIAA Rules and Regulations.

DELEGATING AUTHORITY TO WIAA

WHEREAS Chapter 32, Laws of 1975-76, 2nd Ex. Sess. grants authority to each school district board of directors to control, supervise and regulate the conduct of interschool athletic activities and other interschool extracurricular activities of an athletic, cultural, social, or recreational nature for students in the district.

WHEREAS Chapter 32, Laws of 1975-76, 2nd Ex. Sess. authorizes school district boards of directors to delegate control, supervision and regulation of any of the aforesaid activities to any voluntary, nonprofit entity and to compensate any such entity for services provided subject to the satisfaction of certain conditions and approval by the State Board Of Education.

WHEREAS the Washington Interscholastic Activities Association is a voluntary, nonprofit entity which has satisfied the conditions, expressly set forth in Chapter 32, Laws of 1975-76, 2nd Ex. Sess. and has further been approved by the State Board of Education in action taken on August 17, 1977.

WHEREAS the board of directors of directors of the following School District or School being otherwise fully informed of the rules and regulations of the Washington Interscholastic Activities Association as approved by the State Board of Education and recognizing that said rules and regulations provide for private sponsorship of post-season tournaments for extracurricular activities by WIAA, consent to abide by such rules and regulations.

NOW THEREFORE, the board of directors of the following School District or School hereby delegates to the Washington Interscholastic Activities Association the authority to control, supervise and regulate interschool activities consistent with the rules and regulations of WIAA. The Board of Directors retains the right to establish eligibility standards that meet or exceed the rules and regulations of WIAA.

INTERSCHOLASTIC OFFICIALS L&I COVERAGE STATEWIDE

Beginning July 1, 1988, interscholastic sports officials were covered by Washington State Labor and Industries via a common rate and payment system that eliminated game-by-game calculations and record keeping by school and/or district business offices. WIAA will guarantee payment of L&I premiums for WOA registered officials for all interscholastic activities under WIAA's jurisdiction and will assess WIAA member schools via classification rates at the same time service fees are billed. Officials L&I coverage is only in effect for activities authorized and offered by School Board approval and listed on the school's WIAA membership form.

By signing below the School District Superintendent/Head of School, School Board President (for Public School Districts), and school board members agree to the information above for the public school district or private school listed above, on or before the date listed above.

Superintendent/Head of School: Laurie Dent Signature: _____

School Board President (if applicable): Erin Markquart Signature: _____

School Board Members (list WIAA Contact as first school board member):

1. Erin Markquart Signature: _____

2. Deb Norris Signature: _____

3. Paul Williams Signature: _____

4. Casey Chamberlain Signature: _____

5. Richard Hendricks Signature: _____







SCHOOL CALENDAR

In order to permit staff, students and parents to make plans for their own work and vacation schedules, the board will adopt a school calendar or calendars by June 1 of each year. Multiple calendars may be developed where some schools are on modified school calendars for the forthcoming school year. Following board action, staff, students, parents and community members will be advised of the school calendar(s).

Legal References:

RCW 28A.150.203 Definitions

RCW 28A.150.220 Basic education – Minimum instructional requirements – Program accessibility – Rules

RCW 28A.330.100(7) Additional powers of board

WAC 180-16-215 Minimum 180 school day year



FUNDRAISING ACTIVITIES INVOLVING STUDENTS

The board acknowledges that the solicitation of funds from students, staff and citizens must be limited because students are a captive audience and because solicitation can disrupt the program of the schools. Solicitation and collective of money by students for any purpose including the collection of money in exchange for tickets, papers, magazine subscriptions, or for any other goods or services for the benefits of an approved school organization may be permitted by the superintendent, providing that the instructional program is not adversely affected.

The superintendent will establish rules and regulations for the solicitation of funds by approved school organizations, official school-parent groups and by outside organizations. The principal will distribute these rules and regulations to each student organization granted permission to solicit funds.

Cross References:

6102 – District Fundraising Activities

3510 – Associated Student Bodies



USE OF SCHOOL FACILITIES

The board believes that public schools are owned and operated by and for the community. The public is encouraged to use school facilities, but will be expected to reimburse the district for such use to ensure that funds intended for education are not used for other purposes. On recommendation of the superintendent, the board will set the rental rates schedule.

The superintendent is authorized to establish procedures for use of school facilities, including rental rates, supervisory requirements, restrictions, and security. Those using school facilities will maintain insurance for accident and liability covering persons using the district's facilities under the sponsorship of the organization.

The district does not discriminate based on race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability and provides equal access to Boy Scouts of America and other designated youth groups.

Community athletics programs that use district facilities will not discriminate against any person on the basis of sex in the operation, conduct or administration of their programs. The district will provide copies of the district's nondiscrimination policy to all third parties using district facilities.

For rental rate purposes, organizations seeking the use of school facilities have been divided into three categories:

School or Child-Related Groups or Other Government Agencies

School or Child-Related Groups or Other Government Agencies include those organizations whose main purpose is to promote the welfare of students, or to provide members of the community access to government programs or opportunities for civic participation. Examples are: Scouts, Campfire, PTA, 4-H, city or county sponsored recreation groups, polling places, political caucuses and governmental groups. The district will provide official recruiting representatives of the state and United States military forces, Job Corps, Peace Corps and AmeriCorps with access to school facilities (including number of days and type of presentation space) equal to and no less than the access provided to other post-secondary occupational or educational representatives.

When facilities are used outside of regular school hours, or when the district incurs extra utility, cleaning or supervision costs, a fee, established by the superintendent, will be charged to recoup those costs. Additionally, youth organizations engaged in sports activities and using school

Entire Section Revised 12/1992
Revised 12/2011, 5/2017
Previously Policy No 4350



facilities must provide a statement of compliance with the policies for the management of concussion, head injury, and sudden cardiac arrest in youth sports as required by RCW 28A.600.

Nonprofit Groups

Nonprofit groups and organizations may use school facilities for lectures, promotional activities, rallies, entertainment, college courses, or other activities for which public halls or commercial facilities generally are rented or owned. The district may charge a rental rate in excess of costs incurred. Excess charges may be waived when a service club or other nonprofit group is raising funds for charitable purposes.

Professional fund raisers representing charities must provide evidence that they are registered and bonded by the state of Washington. Such fund-raisers must provide evidence that the charity will receive at least sixty (60) percent of the gross revenues received from the public prior to approval to use the facilities.

Similar treatment may be granted public universities and colleges when offering college courses within the community or when any university/college is offering a course for staff at the request of the district. Nonprofit groups of the kind that in most communities have their own facilities (churches, lodges, veteran groups, granges, etc.) who wish to use district facilities on a regular, but temporary, basis may do so under this rental rate.

Commercial Enterprises

Commercial Enterprises include profit-making organizations and business-related enterprises. While the district would prefer these organizations use commercial or private facilities, facilities may be rented for non-regular use at the prevailing rate charged by commercial facilities in the area.

District-sponsored activities, including curricular and co-curricular functions, retain first priority in use of facilities. Authorization for use of school facilities will not be considered as endorsement or approval of the activity, group or organization.

Cross References:

3422 – Students Sports – Concussion, Head Injury
and Sudden Cardiac Arrest

6112 – Rental or Lease of District Real Property

Legal References:

RCW 28A.230.180 Access to campus and student
information directories by official recruiting
representatives – Informing students of educational
and career opportunities.

Entire Section Revised 12/1992
Revised 12/2011, 5/2017
Previously Policy No 4350



SUMNER SCHOOL DISTRICT

A GREAT PLACE TO LEARN.

Policy No. 4260
Community Relations

RCW 4.24.660 Liability of school districts under contracts with youth programs

RCW 28A.320.510 Night schools, summer schools, meetings, use of facilities

RCW 28A.335.150 Permitting use and rental of playgrounds, athletic fields, or athletic facilities

RCW 28A.335.155 Use of buildings for youth programs – Limited immunity

20 USC Sec. 7905 Boys Scout of America Equal Access Act

34 CFR Sec. 108.6 Equal Access to Public School Facilities For The Boy Scouts of America and Other Designated Youth Groups

AGO 1973 No. 26, Initiative No. 276 – School districts – Use of school facilities for presentation of programs – Legislature – Elections

Entire Section Revised 12/1992
Revised 12/2011, 5/2017
Previously Policy No 4350



NOTIFICATION OF THREATS OF VIOLENCE OR HARM

Students and school employees who are subject of threats of violence or harm will be notified of the threats in a timely manner. Parents will be included in notifications to students who are subjects of threats of violence or harm. If there is a specific and significant threat to the health or safety of a student or other individuals, the district may disclose information from education records to appropriate parties whose knowledge of the information is necessary. Timing and details of the notice will be as extensive as permitted by the federal Family Educational Rights and Privacy Act (FERPA), other legal limitations, and the circumstances.

Individual-directed threats of violence or harm are direct or indirect communications by any means of the intent to cause damage to a school building or school property (e.g., bomb threats), or to harm students, employees, volunteers, community members or visitors.

The district will address threats of violence or harm in a manner consistent with the district's safety policies and comprehensive safe school plans.

Persons found to have made threats of violence or harm against district property, students, employees or others will be subject to relevant district discipline policies and will be referred to appropriate community agencies including law enforcement and mental health services. District staff will work with in-district and community-based professionals and services in all relevant disciplines to address threats of violence or harm, those threatened and those making the threats. Necessary information about the person making the threat will be communicated by the principal to teachers and staff, including personnel.

State law provides the district, school district directors and district staff with immunity from liability for providing notice of threats in good faith. Persons who make a knowingly false notification of a threat are subject to appropriate district discipline policies and may be referred for prosecution.

Cross References:

6513 – Workplace Violence Prevention
5281 – Disciplinary Action and Discharge
3240 – Student Conduct Expectations and Reasonable Sanctions
3241 – Classroom Management, Discipline and Corrective Action
3207 – Prohibition of Harassment, Intimidation and Bullying
2162 – Education of Students with Disabilities Under Section 504 of the Rehabilitation Act of 1973
2162 – Special Education and Related Services for Eligible Students



Legal References:

RCW 28A.320.128 Notice and disclosure policies –
Threats violence – Student conduct – Immunity for
good faith notice – Penalty
WAC 392-400 Pupils
20 U.S.C. 1232g Family Educational Rights and
Privacy Act
34 C.F.R. Part 99 FERPA Regulations



CERTIFICATION REVOCATION

The board of directors recognizes its responsibility to protect students from physical and/or emotional harm. Staff members are expected to exhibit “good moral character and personal fitness” as they teach or supervise students. Staff members will not engage in unprofessional conduct including, but not limited to:

- A. The related acts of immorality and/or intemperance;
- B. Violation of written contract;
- C. Crime against the state or involving the physical neglect of children;
- D. The physical injury of children;
- E. Sexual misconduct with children or students;
- F. Misrepresentation or falsification in the course of professional practice;
- G. Possession, use or consumption or being under the influence of alcohol or of a controlled substance on school premises or at a school-sponsored activity involving students;
- H. Disregard or abandonment of generally recognized professional standards;
- I. Abandonment of contract for professional services;
- J. Unauthorized professional practice;
- K. Illegal furnishing of alcohol or a controlled substance, including marijuana (cannabis) to a student; or
- L. Improper remunerative conduct.

Unprofessional conduct will not include matters such as insubordination, violation of the collective bargaining agreement or other employment related acts correctable by the district or other civil remedies.

When the superintendent possesses sufficient reliable information to believe that a certificated employee is not of good moral character or personally fit or has committed an act of unprofessional conduct, within a reasonable period of time of making such determination, he/she will file a written complaint with the Superintendent of Public Instruction.

If the district is considering action to discharge a staff member, the superintendent need not file such complaint until ten calendar days after making the final decision to serve or not serve formal notice of discharge. Such written complaint will state the grounds for revocation and summarize the factual basis upon which a determination has been made that an investigation by the Superintendent of Public Instruction is warranted. The Superintendent of Public Instruction will provide the affected certificate holder with a copy of such written complaint.

Intentional failure to file a complaint is an act of unprofessional conduct and may be sufficient cause for revocation of the superintendent’s professional education certificate. A staff member may voluntarily surrender his or her certificate.

The superintendent will maintain a confidential file containing allegations and the findings related to his/her investigation.

Adopted 5/2017



Cross References:

5281 – Disciplinary Action and Discharge

5005 – Employment Disclosures, Certification Requirements, Assurances and Approval

Legal References:

RCW 28A.400.320 Crimes against children –
Mandatory termination of classified employees –
Appeal – Recovery of salary or compensation by
district

RCW 28A.405.470 Crimes against children –
Mandatory termination of certificated employees –
Appeal – Recovery of salary or compensation by
district

RCW 28A.410.090 Revocation or suspension of
certificate or permit to teach – Criminal basis –
Complaints – Investigation – Process

RCW 28A.410.100 Revocation of authority to
teacher – Hearings

RCW 28A.410.110 Limitation on reinstatement
after revocation – Reinstatement prohibited for
certain felony crimes

Chapter 181-79A WAC Standards for teacher,
administrator, and educational staff associate
certification

Chapter WAC 181-86 Professional certification –
Policies and procedures for administration of
certification proceedings

Chapter WAC 181-87 Professional certification –
Acts of unprofessional conduct

WAC 181-79A-155 Good Moral Character and
Personal Fitness – Necessary supporting evidence
applicants



SUMNER SCHOOL DISTRICT

A GREAT PLACE TO LEARN.

School Board Meeting Calendar 2017-2018 School Year

<u>Date</u>	<u>Meeting Type</u>	<u>Location</u>	<u>Time</u>
September 13	Study Session	Board Room	6:00
September 20	Board Meeting	Board Room	6:00
October 11	Study Session	Board Room	6:00
October 18	Board Meeting	Board Room	6:00
November 8	Study Session	Board Room	6:00
November 15	Board Meeting	Board Room	6:00
December 6	Study Session	Board Room	6:00
December 13	Board Meeting	Board Room	6:00
January 10	Study Session	Board Room	6:00
January 17	Board Meeting	Board Room	6:00
February 14	Study Session	Board Room	6:00
February 21	Board Meeting	Board Room	6:00
March 14	Study Session	Board Room	6:00
March 21	Board Meeting	Board Room	6:00
April 11	Study Session	Board Room	6:00
April 18	Board Meeting	Board Room	6:00
May 9	Study Session	Board Room	6:00
May 16	Board Meeting	Bonney Lake High School	6:00
May 23	Board Meeting	Sumner High School	6:00
June 13	Study Session	Board Room	6:00
June 20	Board Meeting	Board Room	6:00
July 11	Study Session	Board Room	6:00
July 18	Board Meeting	Board Room	6:00
August 8	Study Session	Board Room	6:00
August 15	Board Meeting	Board Room	6:00

**SUMNER PUBLIC SCHOOLS
Sumner, Washington**

Resolution No. 25/16-17

**RESOLUTION OF APPROVAL OF ED SPECS
BONNEY LAKE HIGH PERFORMING ARTS CENTER ADDITION**

WHEREAS, Sumner School District No. 320 plans to construct a new Bonney Lake High Performing Arts Center Addition; and

WHEREAS, Educational Specifications have been prepared by Erickson McGovern Architects; and

WHEREAS, the Educational Specifications have been reviewed by district representatives; now

THEREFORE, BE IT RESOLVED by the Board of Directors that the Educational Specifications for the Bonney Lake High Performing Arts Center Addition project be approved.

ADOPTED this 10 day of May, 2017, by the Board of Directors of Sumner School District No. 320, Pierce County, Washington, in regular session.

Attest:

Secretary, Board of Directors
Sumner School District No. 320
Pierce County, Washington

Board of Directors
Sumner School District No. 320
Pierce County, Washington

**RESOLUTION NO. 27/16-17
SUMNER SCHOOL DISTRICT NO. 320**

A RESOLUTION OF THE BOARD OF DIRECTORS, SUMNER SCHOOL DISTRICT NO. 320, AUTHORIZING THE SUPERINTENDENT TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 908 MEEKER AVENUE, SUMNER, WASHINGTON (PARCEL NO. 2350000110).

WHEREAS, Sumner School District No. 320 (the "District"), in the past decade has experienced substantial growth and is projected to continue to experience substantial growth District-wide, as demonstrated by the District's Demographic Study and Capital Facilities Plan; and

WHEREAS, the District has determined, as part of its educational initiatives and capital facilities planning, that with the continued significant growth and educational program goals, the District is in need of additional land to provide for needed educational facilities to benefit the District's students; and

WHEREAS, one of those educational programs, as described in the District's Capital Facilities Plan, is the Elhi Hill High School Program to assist high school students; and

WHEREAS, in conjunction with its planning efforts for the Elhi Hill High School Program, the District Administration has determined that additional land would facilitate and benefit the site planning for the a new Elhi Hill High School facility; and

WHEREAS, certain real property located at 908 Meeker Avenue, Sumner, Washington, owned by John and Lindsay Norlin, husband and wife (the "Norlins"), which is adjacent to existing land owned by the District for the new Elhi Hill High School facility, became available for acquisition (the "Norlin Property"); and

WHEREAS, the District Administration has obtained an MAI Appraisal of the Norlin Property consistent with the requirements of RCW 28A.335.090; and

WHEREAS, the District Administration entered into negotiations with the Norlin for the acquisition of the Norlin Property; and

WHEREAS, the District Administration and the Norlins have reached agreement on: (i) the purchase price and (ii) the material terms and conditions for acquisition of the Norlin Property; and

WHEREAS, the District's legal counsel has prepared a Real Estate Purchase and Sale Agreement (the "Purchase Agreement"), consistent with the terms and conditions negotiated by the District Administration, as set forth under the Purchase Agreement attached hereto as Exhibit 1; and

WHEREAS, the District Administration has determined that it is in the best interests of the District to acquire the Norlin Property to facilitate and benefit the siting of the new Elhi Hill High School facility proposed on adjacent land owned by the District located at 914 Meeker Avenue and 1518 Main Street, Sumner, Washington; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Sumner School District No. 320, that:

1. The Superintendent is authorized to execute, on behalf of the District, the Purchase Agreement, attached hereto as Exhibit 1, for the acquisition of the Norlin Property located at 908 Meeker Avenue, Sumner, Washington (Parcel No. 2350000110) provided the Purchase Agreement remains substantially in the form attached hereto; and

2. The Superintendent is authorized to implement the terms and conditions of the Purchase Agreement and to execute such Closing Documents, as approved by legal counsel, to complete the transaction to acquire the Norlin Property under the terms and conditions of the Purchase Agreement.

APPROVED by the Board of Directors of Sumner School District No. 320, Pierce County, Washington, this 10th day of May, 2017, in regular, open session.



Board of Directors:

Erin Markquart, President

Deb Norris, Vice President

Casey Chamberlain, Director

Richard Hendricks, Director

Paul Williams, Director

Laurie Dent, Superintendent/
Secretary to the Board

EXHIBIT 1

**REAL ESTATE PURCHASE AND SALE AGREEMENT
BETWEEN SUMNER SCHOOL DISTRICT
AND JOHN AND LINDSAY NORLIN**

**REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY DEPOSIT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is dated this _____ day of May, 2017 (the “Reference Date”), by and between **JOHN NORLIN AND LINDSAY A. NORLIN**, husband and wife (collectively, “Seller”), and **SUMNER SCHOOL DISTRICT NO. 320**, a Washington municipal corporation (“Purchaser”).

I. RECITALS

A. Seller is the owner of certain real property located at 908 Meeker Avenue, Sumner, Washington, commonly known as Pierce County Parcel No. 2350000110 and legally described on Exhibit A attached hereto (the “Real Property”).

B. Purchaser is the owner of certain adjacent real property commonly known as 1518 Main Street and 914 Meeker Avenue, Sumner, Washington. Purchaser desires to acquire Seller’s Real Property as part of its planning associated with Sumner High School and the Elhi Hill High School Program. In this regard, Purchaser is prepared to exercise its power of condemnation in order to acquire Seller’s Property as more particularly described below under Paragraph 1.1 below.

C. Seller and the District have reached agreement on the terms and conditions of acquisition of Seller’s Property, and this Agreement sets forth the rights and obligations of Seller to assign and sell and the District to acquire all right, title and interest in Seller’s Property under the terms and conditions set forth below in lieu of condemnation.

II. AGREEMENT

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. **Property.**

1.1 Purchaser agrees to purchase, and Seller agrees to sell and convey, under the terms and conditions set forth below, the Real Property together with a residence and all improvements located on the Real Property, any and all utility and stormwater improvements of any nature, any sheds and outbuildings, all development, land use and zoning approvals, authorizations and permits, any utility permits and approvals, site plans, any construction and building permits, easements, licenses, surveys, entitlements, applications, agreements, and any and all building and engineering plans and property reports or studies related to the condition or development of the Real Property (hereinafter, collectively, the “Property”).

1.2 Seller and Purchaser acknowledge and agree that if the legal description set forth on Exhibit A attached hereto is not a complete or is inaccurate, Seller and Purchaser agree to amend this Agreement to conform the legal description to the Title Commitment to be insured by the Title Company as described under Paragraph 4.1.8 below.

2. **Purchase Price.** The total purchase price shall be Three Hundred Thirty-Five Thousand and No/100 Dollars (\$335,000.00), including earnest money deposited with Closing Agent (as defined under Paragraph 11.2 below) in accordance with Paragraph 3, due and payable in cash at Closing (the "Purchase Price").

3. **Earnest Money Deposit.**

3.1 Within five (5) business days of the Effective Date of this Agreement, Purchaser shall deliver to Closing Agent (as defined under Paragraph 11.2 below) the sum of Ten Thousand and No/100 Dollars (\$10,000.00) in cash, as an earnest money deposit (the "Deposit"). The Deposit shall become non-refundable after Purchaser's removal of all of the Contingencies set forth under Paragraphs 4.1.1 through 4.1.4 below: (i) except subject to satisfaction of the conditions to close the transaction contemplated under the Agreement as set forth under Paragraphs 4.1.5 through 4.1.9, (ii) absent Seller's default and (iii) except as otherwise provided herein, and the Deposit shall be applied towards the Purchase Price upon Closing.

3.2 The last party's execution date of this Agreement shall be referred to herein as (the "Effective Date").

4. **Contingencies.**

4.1 **Purchaser's Contingencies.** The Purchaser's duty to purchase the Property and to close the transaction contemplated under this Agreement on the Closing Date (as defined hereinbelow under Paragraph 11.1) is expressly conditioned upon the satisfaction of the following Conditions:

4.1.1 **Purchaser's Board Approval.** On or before May 11, 2017 (the "Board Approval Contingency Period"), Purchaser's Board of Directors shall approve in an open, public meeting, in Purchaser's Board of Director's sole and absolute discretion, the terms and conditions of this Agreement.

4.1.2 **Feasibility Review.** On or before May 24, 2017 ("Feasibility Contingency Period"), Purchaser shall determine, in Purchaser's sole and absolute discretion, at Purchaser's sole expense, that the Property is feasible for Purchaser's intended use of the Property. Such feasibility study of all aspects of the Property shall include, but shall not be limited to: zoning evaluation, State Environmental Policy Act review, soils testing, wetlands review, engineering evaluation, mechanical, electrical and structural inspection of the improvements on the Property, geotechnical inspection, sanitary sewer system inspection, stormwater evaluation, environmental assessment, surveying, traffic study analysis, and such

other inspection, tests, and studies as Purchaser deems necessary, in Purchaser's sole and absolute discretion.

4.1.3 Escrow Holdback Agreement. On or before May 24, 2017 (the "Escrow Holdback Agreement Contingency Period"), Purchaser reaching agreement with Seller, in Purchaser's sole and absolute discretion, for the Holdback of the sum of Three Thousand and No/100 Dollars (\$3,000.00) from Seller's proceeds by Closing Agent in accordance with an Escrow Holdback Agreement, to be prepared by Purchaser's legal counsel, to be executed at Closing for the purpose of reimbursement to Purchaser for such costs and expenses, if any, associated with the removal of any of Seller's personal property following vacation of the Property on or before July 31, 2017, the termination date of the Security Services and Caretaker's Agreement (the "Termination Date of Caretaker's Agreement") between Purchaser and Seller described under Paragraph 4.1.4 below and for reimbursement to Purchaser of any unpaid utility charges or other third party charges accruing to the Termination Date of Caretaker's Agreement. Any remaining Holdback shall be disbursed to Seller by Closing Agent following reimbursement of Purchaser in accordance with such Escrow Holdback Agreement.

4.1.4 Caretaker's Agreement. On or before May 24, 2017 (the "Caretaker's Agreement"), Purchaser reaching agreement with Seller, in Purchaser's sole and absolute discretion, wherein Seller shall have the right to occupy the Property until July 31, 2017 under the terms and conditions of a Caretaker's Agreement, prepared by legal counsel for Purchaser, which shall include the payment of monthly utilities but which shall not include the payment of rent in consideration of the Closing by Seller of the transaction contemplated under this Agreement and Seller providing security, caretaking and ordinary maintenance of the Property during Seller's period of possession.

4.1.5 Representations of Seller. Each of Seller's representations and warranties set forth under Paragraphs 9.1.1 through 9.1.9 below shall be true and correct in all material respects as of the Effective Date and as of the Closing Date.

4.1.6 Seller Covenants. Seller shall have complied with, fulfilled, and performed in all material respects each covenant, term, and condition to be complied with, fulfilled, or performed by Seller under this Agreement on or before the Closing Date

4.1.7 No Material Change to Property. There shall be no material adverse change to the Property on or before Closing.

4.1.8 Title Policy Delivery. Prior to Closing, Purchaser obtaining evidence satisfactory to Purchaser that the Title Company (as defined below under Paragraph 7 below) is prepared to issue to Purchaser a policy of Title Insurance consistent with Purchaser's Permitted Exceptions (as defined below under Paragraph 7).

4.1.9 Seller Deliveries. At Closing, Seller shall deliver to Purchaser, Title Company, or Closing Agent each of the following:

4.1.9(i) Escrow Holdback Agreement executed by Seller;

4.1.9(ii) Caretaker's Agreement executed by Seller;

4.1.9(iii) An affidavit executed by Seller that Seller is not a "foreign person" as defined in Internal Revenue Code §1445;

4.1.9(iv) An owner's affidavit as may be required by Title Company in the event that Purchaser elects extended coverage;

4.1.9(v) A certificate of representation executed by Seller as described under Paragraph 9.1 below; and

4.1.9(vi) The Deed described under Paragraph 8 below.

4.2 **Notice of Satisfaction or Waiver of Contingencies.** Purchaser shall notify Seller in writing of satisfaction or waiver of the Feasibility Contingencies set forth under Paragraphs 4.1.1 through 4.1.4 within the time periods designated above. The Closing Contingencies set forth under Paragraphs 4.1.5 through 4.1.9 shall be satisfied on or before Closing. In the event the conditions set forth under Paragraphs 4.1.1 through 4.1.9 have not been satisfied or waived by Purchaser, within its sole and absolute discretion, and for any reason whatsoever, within the time periods set forth therein, this Agreement shall be deemed to be terminated, all rights and obligations of the parties shall be terminated except as otherwise provided under this Agreement, and Purchaser's Deposit shall be fully refundable to Purchaser.

5. **Right of Access to, Inspections, and Entry Upon Property.**

5.1 Although Purchaser acknowledges that Seller has provided Purchaser with the opportunity to inspect the Property prior to the Effective Date of this Agreement, Purchaser shall be permitted reasonable access to the Property under this Agreement during reasonable hours for any further inspections and tests prior to the expiration of the Feasibility Contingency Period. Purchaser shall give Seller not less than two (2) days advance notice (by telephone) of its investigation or inspection of the Property, identifying the individual and entity conducting the investigation or inspection, describing the nature of the investigation or inspection to be undertaken and the estimated duration of the investigation or inspection. Seller shall have the right to accompany Purchaser and its agents, representatives and contractors that are performing tests or investigation on or about the Property in connection with such testing. Purchaser covenants that it will conduct its tests and other due diligence activities in a professional manner. Notwithstanding any provision in this Agreement to the contrary, in the course of its investigations, Purchaser may make inquiries to third parties relating to the Property, including, without limitation, contractors and municipal, local, and other government officials and representatives, and Seller hereby consents to such inquiries.

5.2 Purchaser shall indemnify, defend and hold Seller harmless from and against all losses, damages, liabilities, claims, fines, penalties, causes of action and expenses

(collectively “Claims”) arising from or relating to the activities of Purchaser or its agents, employees, representatives, consultants or contractors on the Real Property, including but not limited to clean-up costs related to the presence of Hazardous Materials solely attributable to Purchaser's presence or activities, provided that such obligation shall not apply to Claims resulting from pre-existing conditions, (other than to the extent such pre-existing conditions have been exacerbated by or from the activities of Purchaser or its agents, employees, representatives, consultants or contractors on the Real Property before Closing). If Purchaser does not purchase the Property, Purchaser shall repair any damage to the Property caused by Purchaser's presence or activities on or about the Property. The terms of this Paragraph 5.2 shall survive Closing or termination of this Agreement.

5.3 For purposes of Paragraph 5, “**Hazardous Material**” shall mean any substance, chemical, waste, or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state, local or administrative agency ordinance or law, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 4701 et seq., or analogous state or local statute or ordinance, or any regulation, order, or rule adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, asbestos, and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

6. **Document Delivery.**

6.1 Within three (3) business days from the Effective Date of this Agreement, Seller shall provide Purchaser with copies of any and all agreements, contracts, or other contractual arrangements relating in any manner to the Property, surveys, environmental reports, assessments or notices, including such notices from any governmental entity or agency, any land use development applications and approvals, any civil engineering reports or studies, geotechnical reports or studies, inspection reports and any and all other documents, records or information in Seller's possession relating to the Property and such other documents, records and information reasonably requested by Purchaser, which Seller may have in its possession.

6.2 Seller shall provide Purchaser with a Property Disclosure Statement (commonly known as Form 17) as timely required under RCW ch. 64.06.

6.3 In the event this Agreement fails to close, at Seller's written request, Purchaser shall provide Seller with copies, at a reasonable charge to Seller, of all studies, reports, evaluations, inspections and any other public document or information produced by Purchaser except those documents as may be privileged under the attorney-client work product or privilege.

7. **Title Insurance and Condition of Title.**

7.1 As of the Reference Date, Purchaser has received a preliminary commitment (the "Commitment") for a title insurance policy (the "Title Policy") to the Property from Chicago Title Company of Washington ("Title Company") under Order No. 0095928-TC together with a copy of the documents forming the basis for each exception therein (the "Exception Documents"). Within five (5) days from the Effective Date of this Agreement, Purchaser shall advise Seller in writing of Purchaser's approval or disapproval of the Commitment in Purchaser's sole discretion, setting forth with specificity the item(s) which Purchaser disapproves. Purchaser's approval or waiver of an exception shall deem to be a "Permitted Exception". If Purchaser indicates its disapproval of the status of title, then Seller shall advise Purchaser within five (5) days thereafter whether Seller can and will remove the items Purchaser disapproves. Seller shall have no duty or obligation of any kind or nature to remove items to which Purchaser objects and may, in its sole and absolute discretion, choose not to remove any or all of such objectionable items. If Seller does not indicate that it will remove all such objectionable items, then, unless within three (3) days thereafter Purchaser advises Seller in writing that Purchaser is waiving its remaining title objections, this Agreement shall thereupon be terminated, and the Deposit shall be returned to Purchaser.

7.2 Within three (3) days of receipt of any Supplement to the Commitment (and in any event prior to Closing), Purchaser shall advise Seller in writing of Purchaser's approval or disapproval thereof in Purchaser's sole discretion, setting forth with specificity the item(s) which Purchaser disapproves. If Purchaser indicates its disapproval of any such item, then Seller shall advise Purchaser within three (3) days thereafter (and in any event prior to Closing) whether Seller can and will remove the items Purchaser disapproves. Seller shall have no duty or obligation of any kind or nature to remove items to which Purchaser objects and may, in its sole and absolute discretion, choose not to remove any or all of such objectionable items. If Seller does not indicate that it will remove all such objectionable items, then, unless within three (3) days thereafter Purchaser advises Seller in writing that Purchaser is waiving its remaining title objections, this Agreement shall thereupon be terminated, and the Deposit shall be returned to Purchaser.

7.3 At Purchaser's sole option and at Purchaser's sole expense, Purchaser shall be responsible for bearing the expense of an owner's extended form title insurance coverage and such special endorsements requested by Purchaser.

8. **Conveyance.** Title shall be conveyed by Statutory Warranty Deed free of encumbrances, defects and restrictions of record except those Permitted Exceptions as provided under Paragraph 7 above.

9. **Representations and Warranties.**

9.1 **Seller's Representations and Warranties.** The warranties and representations of Seller set forth below are true and correct as of the Effective Date; provided, however, it shall be a condition to Purchaser's obligation to close the transaction contemplated herein, that these warranties and representations shall be true and correct as of

the Closing Date. Seller shall execute and deliver at Closing, a certificate (the "Representations Certificate") confirming the accuracy of the above warranties and representations as of the Closing Date, and which Certificate shall survive Closing.

9.1.1 Power and Authority. Seller has the authority and power to enter into this Agreement and consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Seller constitute a legal, valid, binding and enforceable obligation of Seller.

9.1.2 No Claims/Legal Action/Investigations. There are no claims, actions, lawsuits, proceedings, investigations pending, or notices of violation of any statutes, ordinances, regulations or policies from any Federal, State or local governmental entity or agency or to Seller's knowledge, threatened, before any governmental entity, agency, court or other governmental authority relating in any manner whatsoever to the Property.

9.1.3 No Liens. There are no mechanic's or material men's claim notices or liens or judgment liens against the Property.

9.1.4 No Agreements. Seller warrants that it has not entered into any written or verbal contract or agreement for the prior sale, lease, rental, use or improvement of the Property or any portion thereof, which contract or agreement may still be binding against said Property and may subsequently result in the claim thereto. Seller shall not sell, assign or convey any right, title, or interest whatever in the Property to any third party, or create or permit to exist any lien, encumbrance, easement, or charge thereon which will not be released or paid in full at time of Closing.

9.1.5 No Grading, Dumping, Storage on the Property. Seller represents and warrants to Purchaser that during the term of this Agreement Seller or any agent of Seller will not use or occupy the Property for stockpiling, storage or dumping of any materials of any nature on the Property, grading of the Property, and removal of any materials, trees, shrubs, vegetation or soils from the Property shall not be allowed without the consent of Purchaser.

9.1.6 Hazardous Substances. Purchaser acknowledges that there is an above ground storage tank on the Property. To the best of Seller's knowledge, Seller warrants that (i) no environmentally significant amount of hazardous substances has been generated, treated, released, stored or disposed of, or otherwise deposited on the Property, including without limitation the surface and subsurface waters of the Property; (ii) there are no underground storage tanks on the Property; (iii) there are no environmentally significant amount of hazardous substances on any other property adjacent to the Property which may support a claim or cause of action under any federal, state or local environmental statute, ordinance, regulation or other regulatory requirement; and (iv) Seller has not received any notification from any Federal, State or local governmental entity or agency of any violation of or claim of violation for the storage or disposal of any toxic or hazardous waste, material, or substance. As used herein the term "Hazardous Substances" shall mean: (a) any radioactive materials and (b) any substance or material the transportation, storage, treatment, handling,

use, removal or release of which is subject to any law regarding health, safety, radioactive materials or the environment (an "Environmental Law"). Without limiting the generality of the foregoing, "Hazardous Substances" shall include: asbestos and asbestos-containing materials (whether or not friable); urea-formaldehyde in any of its forms; polychlorinated biphenyls; oil, used oil; petroleum products and their by-products; lead-based paint; radon; and any substances defined as "hazardous waste," "hazardous substances," "pollutants or contaminants," "toxic substances," "hazardous chemicals," "hazardous pollutants," or "toxic chemicals" under an Environmental Law.

9.1.7 Creditors. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller, nor are any of such proceedings contemplated by Seller.

9.1.8 Assessments. There are no special or general assessments which have been levied against the Real Property or to the best of Seller's knowledge, there are no assessments proposed to be levied against the Real Property.

9.1.9 Foreign Person or Entity. Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder.

9.2 **Purchaser's Representations and Warranties**. Purchaser makes the following representations and warranties to Sellers:

9.2.1 Purchaser's Authority. Upon Purchaser's Board approval of this Agreement as set forth under Paragraph 4.1.1 above, Purchaser has the requisite power and authority to enter into the transaction contemplated in this Agreement; and the execution, delivery and performance of this Agreement by Purchaser have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Purchaser in order to consummate the transactions contemplated herein.

9.2.2 No Conflict. Upon Purchaser's Board approval of this Agreement as set forth under Paragraph 4.1.1 above, neither the execution nor delivery of this Agreement by Purchaser, nor performance of any of its obligations hereunder, nor consummation of the transaction contemplated hereby, will conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Purchaser was organized, or any agreement to which Purchaser is a party or by which it is bound, or any order of any court, regulatory body, administrative agency or governmental body having jurisdiction over Purchaser.

9.3 Disclosure. If prior to Closing either party discovers a fact or circumstance which renders a representation or warranty by Seller under Paragraphs 9.1.1 through 9.1.9 inaccurate in any material respect, it shall advise the other party thereof in writing within three (3) business days of such discovery. If Purchaser discovers or is so

advised in writing of such a fact or circumstance, and Seller is unwilling to correct the inaccuracy, then Purchaser shall have, as its sole and exclusive remedy, the option, exercisable within three (3) business days thereafter to either (a) elect to terminate this Agreement and receive a return of the Deposit or (b) to waive such inaccuracy in writing, in which event it shall be deemed to have waived all claims and causes of action against Seller related to the inaccuracy.

10. **"AS-IS" SALE.** PURSUANT TO THIS AGREEMENT, PURCHASER AND ITS REPRESENTATIVES (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONSULTANTS, ARCHITECTS AND ENGINEERS) HAVE BEEN OR WILL BE AFFORDED THE RIGHT AND OPPORTUNITY TO ENTER UPON THE PROPERTY AND TO MAKE SUCH INSPECTIONS OF THE PROPERTY AND MATTERS RELATED THERETO, INCLUDING THE CONDUCT OF SOIL, ENVIRONMENTAL AND ENGINEERING TESTS, AS PURCHASER AND ITS REPRESENTATIVES DESIRE. PURCHASER FURTHER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH UNDER THE STATUTORY WARRANTY DEED AND THE REPRESENTATIONS UNDER PARAGRAPH 9, PURCHASER IS ACQUIRING THE PROPERTY IN WHOLLY AN "AS-IS" CONDITION.

11. **Closing.**

11.1 **Date of Closing.** The closing of this transaction shall take place on or before May 31, 2017. For purposes of this Agreement, "Date of Closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller.

11.2 **Place of Closing.** The closing of this transaction shall take place through the escrow offices of Chicago Title Company of Washington, 4717 South 19th Street, Suite 101, Tacoma, WA 98405; Attention: Shelley Anderson, Telephone: 253-671-6627; Email: shelley.anderson@ctt.com (the "Closing Agent"). Closing Agent shall arrange with Seller and Purchaser for delivery of Escrow Documents by overnight delivery or such other delivery method for the convenience of Seller and Purchaser.

11.3 **Closing Adjustments and Closing Costs.** Purchaser shall be responsible for the cost of standard title insurance. The payment of real estate excise tax is subject to exemption under WAC 458-61A-206; Purchaser agrees to cooperate with Seller and submit such required documentation to obtain the real estate excise tax exemption under WAC 458-61A-206. Real and any personal property taxes (the entire first half of such property taxes due and owing), including but not limited to any delinquencies, penalties, and interest accrual shall be brought current by Seller at Closing. Purchaser is exempt from the payment of real estate taxes and Closing Agent shall not require payment of any real estate taxes by Purchaser for the period after closing as a condition of Closing. Seller shall be entitled to a refund from Pierce County Budget & Finance for such portion of the first half real estate taxes paid by Seller for the certain period after the date of Closing. Purchaser shall bear all escrow fees (both Seller and Purchaser). Seller shall bear the recording fees and any

reconveyance fees associated with clearing title to that certain Deed of Trust under Recording No. 201608310064 ("Seller's Deed of Trust"). Seller shall be responsible for any other monetary payment required to payoff Seller's Deed of Trust. Purchaser shall be responsible for recording fees for the Statutory Warranty Deed. All utilities shall be handled outside of Closing. For purposes of calculating any prorations, Seller shall be deemed to be in title to the Property, and responsible for the expenses thereof, through midnight of the day before the Closing Date.

11.4 **Execution of Documents.** Both parties shall be obligated to execute all documents reasonably necessary to close the transaction upon request by the Closing Agent in order that all appropriate and necessary documents are tendered to the Closing Agent prior to the Closing Date, including but not limited to any and all conveyances or instruments to clear title, including Seller's Deeds of Trust, the Escrow Holdback Agreement, the Caretaker's Agreement, and the Statutory Warranty Deed.

12. **Default.**

12.1 **Purchaser's Default.** In the event the transaction contemplated under this Agreement fails to be consummated according to the terms of this Agreement by reason of any default of Purchaser, then, as Seller's sole remedy, Seller shall be relieved of any obligation to sell the Property to Purchaser and the Deposit shall be retained by Seller as liquidated damages and as consideration for Seller keeping the Property off of the market for sale to others. Purchaser and Seller agree that it would be impractical and extremely difficult to fix the actual damages that seller might suffer in the event of Purchaser's default hereunder. Purchaser and Seller agree that the amount of liquidated damages provided for in this section is a fair and reasonable estimate of such damages.

12.2 **Seller's Default.** If Seller fails or refuses to consummate the transaction contemplated under this Agreement without legal excuse, Purchaser shall have the right to the return of its Deposit together with accrued interest thereon, or shall have the right to enforce this Agreement by specific performance or any other remedy available at law or in equity.

Purchaser's Initials _____

Seller's Initials _____

13. **Risk of Loss.** Seller shall bear the risk of casualty or loss to the Property, including the improvements on the Property until this transaction has closed. In the event of any casualty or loss of any nature or in any amount occurs to the Property before Closing, Purchaser shall have the option, at Purchaser's sole and absolute discretion, of terminating this Agreement and the Deposit shall be immediately refundable to Purchaser.

14. **Possession.** Purchaser shall be entitled to possession of the Property upon the earlier of termination or expiration of the Caretaker's Agreement described under Paragraph 4.1.4 above.

15. **Real Estate Commission.** Seller and Purchaser represent and warrant to each other that no broker or finder has been engaged by Purchaser or Seller in connection with the

transaction contemplated under this Agreement, including but not limited to Joshua Meeks and Keller Williams Realty. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution, or consummation of this Agreement, then Seller or Purchaser, as the case may be, shall defend, indemnify, hold harmless, and defend the other party for, from, and against such claims if they shall be based on any statement or representation or agreement by Purchaser or Seller, as the case may be.

16. **Attorney's Fees.** In the event that either party to this Agreement institutes a suit, action, arbitration, or other legal proceeding of any nature whatsoever relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts, provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law. The "prevailing party" is the party that receives a net monetary award after all just and due credits and offsets.

17. **Integration; Modification; Waiver.** This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, or any change hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

18. **Assignment/Binding Nature.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs except Seller shall have no right to assign this Agreement without the prior written consent of Purchaser, in its sole and absolute discretion.

19. **Notices.** All notices provided for herein may be delivered by facsimile transmittal (with machine verification of receipt), delivered by a recognized overnight courier service, or delivered by registered or certified mail, return receipt requested. If a notice is mailed, it shall be considered delivered three (3) days after deposit in such mail. If a notice is delivered via facsimile transmittal, it shall be deemed received upon receipt of verification of transmission. If a notice is delivered via overnight courier, it shall be deemed received upon the next business day. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Seller: John and Lindsay Norlin
908 Meeker Ave
Sumner. WA 98390-1832
Telephone: 253.736.4242
john_norlin@sumnersd.org

Purchaser: Sumner School District
1202 Wood Avenue
Sumner, WA 98390
Attention: Steve Sjolund, Executive Director
Educational Support Services
Telephone: 253-891-6058
Facsimile: 253-891-6097
Email: steve_sjolund@sumnersd.org

with a copy to: Mary J. Urback, Esq.
Mary J. Urback PLLC
12417 12th Street East
Edgewood, WA 98372
Telephone: 253-826-9504
Facsimile: 253-863-0225
Email: murback@urbackpllc.com

20. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Daylight Time.

21. **Costs and Expenses.** Except as otherwise provided herein, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and other documentation related hereto and in the performance of its duties hereunder.

22. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action or proceeding under this Agreement shall be Pierce County, Washington.

23. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or enforceable, the remaining terms and provisions of this agreement shall not be effected thereby, but each remaining term and provisions shall be valid and enforced to the fullest extent permitted by law.

24. **Construction.** Seller and Purchaser acknowledge that each party has had an opportunity to employ legal counsel or other representative to review this Agreement and

such representative or legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments thereto, and the same shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

25. **Survival.** Paragraphs 5.2, 5.3, 9, 10, 11.3, 12, and 15 – 26 shall survive the Closing of the transaction contemplated under this Agreement.

26. **Time.** Time is of the essence in each and every covenant and condition of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the date and year set forth below the parties respective signatures.

PURCHASER:

SUMNER SCHOOL DISTRICT NO. 320, a
Washington municipal corporation

SELLER:

JOHN NORLIN AND LINDSAY A.
NORLIN, husband and wife

By: _____
Laurie Dent
Its: Superintendent
Date: _____

By: _____
John Norlin
Date: _____

By: _____
Lindsay A. Norlin
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

LOT 9 IN BLOCK 2 OF BAUMBACH AND SOWDER'S ADDITION TO THE CITY OF SUMNER, ACCORDING TO PLAT RECORDED IN VOLUME 13 OF PLATS AT PAGE 92, RECORDS OF PIERCE COUNTY, STATE OF WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



REGULATION OF DANGEROUS WEAPONS ON SCHOOL PREMISES

It is a violation of district policy and state law for any person to carry a firearm or dangerous weapon on school premises, school-provided transportation or areas of other facilities being used exclusively for school activities **unless specifically authorized by state law. Carrying a dangerous weapon onto school premises, school-provided transportation, or areas of other facilities being used exclusively for school activities in violation of RCW 9.41.280 is a criminal offense.**

The superintendent is directed to see that all school facilities post “Gun-Free Zone” signs, and that all violations of this policy and RCW 9.41.280 are reported annually to the Superintendent of Public Instruction.

Dangerous Weapons

The term “dangerous weapons” under state law includes:

- **Any firearm;**
- **Any device commonly known as “nun-chu-ka” sticks,” consisting of two or more length of wood, metal, plastic, or similar substance connected with wire, rope, or other means;**
- **Any device, commonly known as “throwing stars,” which are multi-pointed, metal objects designed to embed upon impact from any aspect;**
- **Any air gun, including any air pistol or air rifle, designed to propel a BB, pellet, or other projectile by the discharge of compressed air, carbon dioxide, or other gas;**
- **Any portable device manufactured to function as a weapon and which is commonly known as a stun gun, including a projectile stun gun which projects wired probes that are attached to the device that emit an electrical charge designed to administer to a person or an animal an electric shock, charge, or impulse;**
- **Any device, object, or instrument which is used or intended to be used as a weapon with the intent to injure a person by an electric shock, charge or impulse;**
- **The following instruments:**
 - **Any dirk or dagger;**
 - **Any knife with a blade longer than three inches;**
 - **Any knife with a blade which is automatically released by a spring mechanism or other mechanical device;**
 - **Any knife having a blade which opens, or falls or is ejected into position by**



the force of gravity, or by outward, downward, or centrifugal thrust or movement; and

- Any razor with an unguarded blade;
- Any slung shot, sandbag, or sandclub;
- Metal knuckles
- A sling shot;
- Any metal pipe or bar used or intended to be used as a club;
- Any explosive;
- Any weapon containing poisonous or injurious gas;
- Any implement or instrument which has the capacity to inflict death and from the manner in which it is used, is likely to produce or may easily and readily produce death.

In addition, the District considers the following weapons in violation of this policy:

- Any knife or razor not listed above, except for instruments authorized or provided for specific school activities;
- Any object other than those listed above which is used in a manner to intimidate, threaten, or injure another person and is capable of easily and readily producing such injury.

- Reporting Dangerous Weapons

An appropriate school authority will promptly notify the student's parents or guardians and the appropriate law enforcement agency of known or suspected violations of this policy. Students who violate this policy will be subject to discipline. Students who have possessed a firearm on any school premises, school-provided transportation, or school-sponsored activities at any facility shall be expelled for not less than one year pursuant to RCW 28A.600.420. The superintendent may modify the one-year expulsion for a firearm on a case-by-case basis.

- The district may also suspend or expel a student for up to one year if the student acts with malice (as defined under RCW 9A.04.110) and displays a device that appears to be a firearm.

- No expulsion under RCW 28A.600.420 prevents the district from continuing to provide educational services in an alternative educational setting in compliance with RCW 28A.600.015. Any alternative setting should be comparable, equitable, and appropriate to the regular education services a student would have received without the exclusionary discipline. Example alternative settings include one-on-one tutoring and online learning.



Exceptions to State Law and this Policy

The following persons may carry firearms into school buildings, as necessary, although students engaged in these activities are restricted to the possession of rifles on school premises:

- A. Persons engaged in military, law enforcement, or school district security activities;**
- B. Persons involved in a school authorized convention, showing, demonstration, lecture or firearm safety course;**
- C. Persons competing in school authorized firearm or air gun competitions; and**
- D. Any federal, state or local law enforcement officer.**

The following persons over eighteen years of age and not enrolled as students may have firearms in their possession on school property outside of school buildings:

- A. Persons with concealed weapons permits issued pursuant to RCW 9.41.070 who are picking up or dropping off students; and**
- B. Persons conducting legitimate business at the school and in lawful possession of a firearm or dangerous weapon if the weapon is secured within an attended vehicle, is unloaded and secured in a vehicle, or is concealed from view in a locked, unattended vehicle.**

Persons may bring dangerous weapons, other than firearms, onto school premises if the weapons are lawfully within the person's possession and are to be used in a school-authorized martial arts class.

Personal Protection Spray

Persons over eighteen years of age, and persons between fourteen and eighteen years of age with written parental or guardian permission, may possess personal protection spray devices on school property. No one under eighteen years of age may deliver such devices. No one eighteen years or older may deliver a spray device to anyone under fourteen, or to anyone between fourteen and eighteen who does not have parental permission.

Personal protection spray devices may not be used other than in self-defense as defined by state law. Possession, transmission or use of personal protection spray devices under any other circumstances is a violation of district policy.



Cross References:

3240 – Student Conduct Expectations and Reasonable Sanctions

3241 – Classroom Management, Discipline and Corrective Action

4260 – Use of School Facilities

Legal References:

RCW 9A.16.020 Use of force – when lawful

RCW 9.41.250 Dangerous weapons – Penalty

RCW 9.41.280 Dangerous weapons on facilities – Penalty – Exceptions

RCW 9.91.160 Personal protection spray devices

RCW 9.94A.825 Deadly weapon special verdict—definition

RCW 28A.600.420 Firearms on school premises, transportation, or facilities – Penalty - Exemptions

~~The following persons may carry firearms into school buildings, as necessary, although students engaged in these activities are restricted to the possession of rifles on school premises:~~

- ~~A. Persons engaged in military, law enforcement, or school district security activities;~~
- ~~B. Persons involved in a school authorized convention, showing, demonstration, lecture or firearm safety course;~~
- ~~C. Persons competing in school authorized firearm or air gun competitions; and~~
- ~~D. Any federal, state or local law enforcement officer.~~

~~The following persons over eighteen years of age and not enrolled as students may have firearms in their possession on school property outside of school buildings:~~

- ~~A. Persons with concealed weapons permits issued pursuant to RCW 9.41.070 who are picking up or dropping off students; and~~
- ~~B. Persons conducting legitimate business at the school and in lawful possession of a firearm or dangerous weapon if the weapon is secured within an attended vehicle, is unloaded and secured in a vehicle, or is concealed from view in a locked, unattended vehicle.~~

~~Persons may bring dangerous weapons, other than firearms, onto school premises if the weapons are lawfully within the person's possession and are to be used in a school authorized martial arts class.~~



~~Persons over eighteen years of age, and persons between fourteen and eighteen years of age with written parental or guardian permission, may possess personal protection spray devices on school property. No one under eighteen years of age may deliver such devices. No one eighteen years or older may deliver a spray device to anyone under fourteen, or to anyone between fourteen and eighteen who does not have parental permission.~~

~~Personal protection spray devices may not be used other than in self defense as defined by state law. Possession, transmission or use of personal protection spray devices under any other circumstances is a violation of district policy.~~

~~School officials will promptly notify the student's parents or guardians and the appropriate law enforcement agency of known or suspected violations of this policy. Students who violate this policy will be subject to discipline, including a one year expulsion for a violation involving a firearm. However, the superintendent may modify the one year expulsion on a case by case basis.~~

~~Legal References: —~~

~~RCW 9.41.280 — Dangerous weapons on facilities — Penalty — Exceptions~~

~~RCW 9.91.160 — Personal Protection Spray devices~~

~~RCW 9A.16.020 — Use of force — when lawful~~

~~RCW 28A.600.420 — Firearms on school premises, transportation, or facilities — Penalty — Exemptions~~



ELECTION ACTIVITIES

The district, as part of its mission to educate and instill civic responsibility, will assure that the community is appropriately informed about district and education related ballot measures through objective and fair presentations of the facts related to those measures. However, public facilities will not be used to assist in any candidate's campaign or to support or oppose any ballot measure.

The board will consider adopting resolutions expressing the board's collective opinion on ballot measures (state and local, including district levy and bond measures) that impact the effective operation of the schools. Such a resolution will be considered at a board meeting, the short title and proposition number of the ballot measure will be included in the meeting notice, and an equal opportunity will be provided for views on both sides of the issue to be expressed.

Prior to an election on a district ballot measure, the district will publish to the entire community an objective and fair presentation of the facts relevant to the ballot measure. Normal and regular publications of the district will also continue to be published during election cycles and may contain fair, objective and relevant discussions of the facts of pending election issues.

The superintendent will develop procedures to implement this policy that are consistent with the guidelines provided by the Public Disclosure Commission at <http://www.pdc.wa.gov/>.

Cross References:

1110 Election

2022 **Electronic Resources** ~~Information System (K-20 Network)~~

4260 Use of Facilities

5252 Staff Participation in Political Activities

Legal References:

RCW 28A. 320.090 Preparing and distributing information on the district's instructional program, operation and maintenance - Limitation

RCW 42.17A.555 Use of public office or agency facilities in campaigns – Prohibitions - Exceptions

WAC 390-05-271 General application of **RCW 42.17A.555**
~~RCW 42.17.130~~

WAC 390-05-273 Definition of normal and regular conduct



MAINTAINING PROFESSIONAL STAFF/STUDENT BOUNDARIES

Purpose

The purpose of this policy is to provide all staff, students, volunteers and community members with information **about** ~~to increase their awareness~~ of their role in protecting children from inappropriate conduct by adults. This policy applies to all district staff and volunteers. For purposes of this policy and its procedure, the terms “district staff,” “staff member(s)” and “staff” also include volunteers.

General Standards

The Sumner School District Board of Directors expects all staff members to maintain the highest ~~professional, moral and ethical~~ standards in their interaction with students. Staff members are required to maintain an atmosphere conducive to learning **by maintaining** ~~through consistently and fairly applied discipline and established and maintained~~ professional boundaries.

The interactions and relationships between staff members and students should be based upon mutual respect and trust, an understanding of the appropriate boundaries between adults and students in and outside of the educational setting, and consistency with the educational mission of the **District** schools.

Staff members will not intrude on a student’s physical and emotional boundaires unless the intrusion is necessary to serve a demonstrated educational purpose. An educational purpose is one that relates to the staff member’s duties in the district. Additionally, staff members are expected to be **aware of** ~~sensitive to~~ the appearance of impropriety in their own conduct and the conduct of other staff when interacting with students. Staff members will **notify and** discuss issues with their building administrator or supervisor whenever they suspect or question whether their own or another staff member’s conduct is inappropriate or constitutes a violation of this policy.

The Sumner School District Board of Directors recognizes that staff members may have familial and pre-existing social relationships with parents or guardians and students. Staff members should use appropriate professional judgement when they have a dual relationship to students to avoid violating this policy, the appearance of impropriety, and the appearance of favoritism. Staff members shall pro-actively discuss these circumstances with their building administrator or supervisor.

Use of Technology

The Sumner School District Board of Directors supports the use of technology to communicate for educational purposes. However, district employees are prohibited from inappropriately communicating with students on-line or from engaging in any conduct on social networking



websites that violates the law, district policies or procedures, or other generally recognized professional standards. Employees whose conduct violates this policy may face discipline and/or termination, consistent with the district's policies **and procedures**, acceptable use agreement and collective bargaining agreements, as applicable.

The superintendent or designee will develop staff protocols for reporting and investigating allegations and develop procedures and training to accompany this policy.

Cross References:

3205 – Sexual Harassment of Students Prohibited
3207 – Prohibition of Harassment, Intimidation and Bullying
3210 – Nondiscrimination



RENTAL OR LEASE OF DISTRICT REAL PROPERTY

When district real property is not needed, the board has the authority to call for bids to rent or lease any surplus real property. A notice of the intent to rent or lease property will be published in a newspaper of general circulation in the district at least 45 days before the rental or lease takes effect, if the value of the rental or lease is \$10,000.00 or more. The district may establish a minimum acceptable bid based upon the fair market value, provided that such minimum bid is non-discriminatory within classes or users.

Such property will be rented or leased for lawful purposes. The rental or lease will be in the best interests of the district and not interfere with the conduct of the district's educational program and related activities. Proceeds from rental or lease of district property which are in excess of the operational costs incurred for such rental or lease will be deposited in the capital projects fund or debt service fund.

At the option of the board of directors, after evaluating the sufficiency of the school district's capital projects fund for purposes of meeting demands for new construction and improvements, moneys derived from the lease or rental of real property may be deposited into the district's general fund to be used exclusively for nonrecurring costs related to operating school facilities, including but not limited to, expenses for maintenance.

Legal References:

RCW 28A.335.040 Surplus school property, rental, lease or use of – Authorized – Limitations

RCW 28A.335.050 Surplus school property, rental, lease of use of – Joint use – Compensation – Conditions generally

RCW 28A.335.060 Surplus school property, rental lease or use of – Disposition of moneys received from

RCW 28A.335.070 Surplus school property, rental, lease or use of – Existing contracts not impaired

RCW 28A.335.080 Surplus school property, rental, lease or use of – Community use not impaired

RCW 28A.335.090 Conveyance and acquisition of property – Management – Appraisal

RCW 28A.335.130 Real property – Sale – Use of proceeds

Adopted 5/2017



Credit Retrieval Application

Student Name _____	High _____	School _____
Student ID# _____	Grade _____	Level _____
Date of Birth _____	Grad Requirement Year _____	

The purpose of this form is to retrieve credit for a previously failed course through a passed state exam, as listed in the table below. Only credits will be adjusted, the original grade earned will remain on the transcript and in the GPA calculation.

INSTRUCTIONS

1. Complete the table below for all credits to be retrieved.
2. Attach copies of the **student transcript** and applicable **test score reports**.
3. Obtain Principal approval and signature.
4. Send application to Assessment Department at the District Office via District Mail.
5. Upon approval, transcripts will be updated and application will be returned to the counselor.
6. Retain original and place in student cumulative file.

Test Type	Student Score <small>Enter score earned below</small>	Course Credit to be Retrieved <small>Check the applicable box(es) below for course credit(s) to be retrieved. Each semester course is worth 0.5 credits.</small>	
ELA SBA Grad Cut Score: 2548 CCR Score: 2583		Course credit(s) available when meeting <u>at least</u> the Grad Cut Score ☐ English 9 Semester 1 ☐ English 9 Semester 2 ☐ English 10 Semester 1 ☐ English 10 Semester 2	Additional course credit(s) available when meeting <u>at least</u> the CCR Score ☐ English 11 Semester 1 ☐ English 11 Semester 2
Math SBA Grad Cut Score: 2595 CCR Score: 2628		Course credit(s) available when meeting <u>at least</u> the Grad Cut Score ☐ Algebra Semester 1 ☐ Algebra Semester 2 ☐ Geometry Semester 1 ☐ Geometry Semester 2	Additional course credit(s) available when meeting <u>at least</u> the CCR Score ☐ 3 rd Math Semester 1 _____ ☐ 3 rd Math Semester 2 _____ <small>Course options: Algebra 2 or Financial Algebra</small>
Math EOC Minimum Score: 400		Algebra EOC ☐ Algebra Semester 1 ☐ Algebra Semester 2 OR ----- Geometry EOC ☐ Geometry Semester 1 ☐ Geometry Semester 2	
Science EOC Minimum Score: 400		Biology EOC ☐ Biology Semester 1 ☐ Biology Semester 2	
ELA COE Minimum Score: 24		Retrieve credit for any 2 courses for a <u>maximum</u> of 1.0 credit. Mixed combinations are OK. ☐ English 9 Semester 1 ☐ English 9 Semester 2 ☐ English 10 Semester 1 ☐ English 10 Semester 2	
Math COE Minimum Score: 14		Year 1 COE ☐ Algebra Semester 1 ☐ Algebra Semester 2 OR ----- Year 2 COE ☐ Geometry Semester 1 ☐ Geometry Semester 2	
Biology COE Minimum Score: 41		Biology COE ☐ Biology Semester 1 ☐ Biology Semester 2	

TO BE COMPLETED BY COUNSELOR

- ☐ Student conference complete Date _____
☐ Parent/Guardian notified Date _____
☐ Transcripts and Score Reports attached

Counselor Name _____

Counselor Signature _____ Date _____

Principal Signature _____ Date _____

FOR OFFICIAL USE ONLY

	Initials	Date
Received		
Approved		
Transcripts Updated		
Returned to Counselor		



High School PE Waiver Request

Student Name _____	Request _____	Date _____
Student ID# _____	Grade _____	Level _____
High School _____	Grad Requirement Year _____	

INSTRUCTIONS

1. Student is to complete all related fields below under the direction of the counselor.
2. Student will submit request to building principal no later than the end of first semester of senior year.
3. Building will notify student of outcome and update transcripts.
4. Original document will be retained and placed in student cumulative file.
5. A student who changes his/her program after a waiver has been approved, must submit a new request.

I _____ am requesting to waive ☐ 0.5 or ☐ 1.0 credits of PE. I understand a waiver does not earn course credit.

Initial ONE	Reason	Additional Requirement																																																	
	PHYSICAL DISABILITY	Attach physician's statement including nature of disability and anticipated duration.																																																	
	RELIGIOUS BELIEF	Attach statement.																																																	
	<p style="text-align: center;">INTERSCHOLASTIC ATHLETIC PROGRAM</p> <ul style="list-style-type: none"> One credit is the maximum PE credit that can be waived in this category. Requests will be accepted no earlier than the beginning of the junior year and no later than the end of the first semester of the senior year. One completed interscholastic athletic season or 1 year of school cheer/dance = 0.5 credit waived. Team managers do not qualify. Coach/Advisor signature is required. Community based athletic programs have potential for waiver but are only permitted on principals prior approval. <p>NOTE: No student will be granted a PE waiver under this category if at any time he/she has an early dismissal/late arrival schedule or has been a teacher assistant and/or office assistant in grades 9-12.</p>	<p>A signature below verifies your completion of an entire sports season with full participation. Team managers do not qualify.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Sport _____</td> <td style="width: 50%; text-align: center;">Sport _____</td> </tr> <tr> <td style="text-align: center;">Participation Dates _____</td> <td style="text-align: center;">Participation Dates _____</td> </tr> <tr> <td style="text-align: center;">Coach, Advisor, or Athletic Director Signature _____</td> <td style="text-align: center;">Coach, Advisor, or Athletic Director Signature _____</td> </tr> </table>	Sport _____	Sport _____	Participation Dates _____	Participation Dates _____	Coach, Advisor, or Athletic Director Signature _____	Coach, Advisor, or Athletic Director Signature _____																																											
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Coach, Advisor, or Athletic Director Signature _____	Coach, Advisor, or Athletic Director Signature _____																																																		
	<p style="text-align: center;">ACADEMIC REASONS</p> <ul style="list-style-type: none"> One credit is the maximum PE credit that can be waived in this category. Requests will be accepted no earlier than the beginning of the junior year and not later than the end of the first semester of the senior year. <p>NOTE: No student will be granted a PE waiver under this category if at any time he/she has an early dismissal/late arrival schedule or has been a teacher assistant and/or office assistant in grades 9-12.</p> <p style="text-align: center;">List below the courses you have taken or plan to take in grades 11-12.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2" style="text-align: center;">Grade 11</th> <th colspan="2" style="text-align: center;">Grade 12</th> </tr> <tr> <th style="text-align: center;">Semester 1</th> <th style="text-align: center;">Semester 2</th> <th style="text-align: center;">Semester 1</th> <th style="text-align: center;">Semester 2</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>			Grade 11		Grade 12		Semester 1	Semester 2	Semester 1	Semester 2																																								
	Grade 11			Grade 12																																															
	Semester 1	Semester 2	Semester 1	Semester 2																																															

Student Signature

Parent Signature

Date

COUNSELOR

- ☐ Student successfully completed 9th grade PE & Health.
- ☐ If waiver is for athletics, student has not had early dismissal/late arrival schedule or TA/Office aide in grades 9-12.

Counselor Signature _____

PRINCIPAL

PE Waiver Request

- ☐ APPROVED
- ☐ DENIED

Principal Signature _____

REGISTRAR

	Initials	Date
Received		
Transcripts Updated		
Copy to Cumulative file		



ELECTION ACTIVITIES

Guidelines for Local Government Agencies in Election Campaigns*

Public Disclosure Law Re: Use of Public Facilities in Campaigns

This document is an educational tool that is an expression of the Commission's view of the meaning of [RCW 42.17.130](#) and relevant administrative rules and case law involving local government and election campaign activity. It is intended to provide guidance regarding the Commission's approach and interpretation of how the statutory prohibition on the use of public facilities for campaigns impacts activities that may be contemplated by government employees and other persons who may seek to utilize those public facilities. Readers are strongly encouraged to review the statute and rules referenced in these Guidelines.

For ease of reference, the majority of this interpretation is in chart form. In part, the chart identifies categories of persons, some possible activities, and some general considerations. These illustrative examples in the columns of the chart are not intended to be exhaustive.

For example, the categories of persons identified are, in many cases, illustrative only and simply identify groups of persons more likely to undertake or consider undertaking the activity mentioned in the adjacent columns. If an activity is described as being viewed as "Permitted," it is viewed as permitted for all agency personnel otherwise having the authority under law or agency policy to undertake that action, not just the persons identified in the chart or in a particular column. The same approach is applied to the "Not Permitted" column. Further, the remarks in the chart's "General Considerations" column have relevance for the entire section and are not limited to the specific bullet point immediately to the left of the general consideration.

As noted in the Basic Principles section below, hard and fast rules are difficult to establish for every fact pattern involving agency facilities that may occur.

*School Districts are directed to [Guidelines for School Districts in Election Campaigns, Interpretation 01-03](#).

Situations may arise that are not squarely addressed by the guidelines or that merit additional discussion. The PDC urges government agencies to review the guidelines in their entirety, and to consult with their own legal counsel and with the PDC. The PDC can be reached at pdcc@pdcc.wa.gov, 360/753-1111 or toll free at 1-877-601-2828.

Adopted 5/2017



RCW 42.17.130

Use of public office or agency facilities in campaigns — Prohibition — Exceptions.

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-
No elective official nor any employee of his [or her] office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency. However, this does not apply to the following activities:

- 1. Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;
- 2. A statement by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;
- 3. Activities which are part of the normal and regular conduct of the office or agency.

-
Notes:

-
Finding—Intent—2006 c 215: "(1) The legislature finds that the public benefits from an open and inclusive discussion of proposed ballot measures by local elected leaders, and that for twenty-five years these discussions have included the opportunity for elected boards, councils, and commissions of special purpose districts to vote in open public meetings in order to express their support of, or opposition to, ballot propositions affecting their jurisdictions.

-
(2) The legislature intends to affirm and clarify the state's long-standing policy of promoting informed public discussion and understanding of ballot propositions by allowing elected boards, councils, and commissions of special purpose districts to adopt resolutions supporting or opposing ballot propositions." [2006 c 215 § 1.]

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Adopted 5/2017



WAC 390-05-271

General applications of [RCW 42.17.130](#).

1. [RCW 42.17.130](#) does not restrict the right of any individual to express his or her own personal views concerning, supporting, or opposing any candidate or ballot proposition, if such expression does not involve a use of the facilities of a public office or agency.
2. [RCW 42.17.130](#) does not prevent a public office or agency from (a) making facilities available on a nondiscriminatory, equal access basis for political uses or (b) making an objective and fair presentation of facts relevant to a ballot proposition, if such action is part of the normal and regular conduct of the office or agency.

WAC 390-05-273

Definition of normal and regular conduct.

Normal and regular conduct of a public office or agency, as that term is used in the proviso to [RCW 42.17.130](#), means conduct which is (1) lawful, i.e., specifically authorized, either expressly or by necessary implication, in an appropriate enactment, and (2) usual, i.e., not effected or authorized in or by some extraordinary means or manner. No local office or agency may authorize a use of public facilities for the purpose of assisting a candidate's campaign or promoting or opposing a ballot proposition, in the absence of a constitutional, charter, or statutory provision separately authorizing such use.

Similar prohibitions on the use of public facilities by state employees and state officers are described in a memorandum from the Attorney General's Office regarding [RCW 42.52](#) and available at <http://www.atg.wa.gov/ago-opinions/letter-opinion-1970-no-088>.

BASIC PRINCIPLES

1. Public facilities may not be used to support or oppose a candidate or ballot proposition. [RCW 42.17.130](#). Facilities include local government agency equipment, buildings, supplies, employee work time, and agency publications. The statute includes an exception to the prohibition for "activities which are part of the normal and regular conduct of the office or agency."
2. The Public Disclosure Commission holds that it is not only the right, but the responsibility of local government to inform the general public of the operational and maintenance issues facing local agencies. This includes informing the community of the needs of the agency that the community may not realize exist. Local governments may expend funds for this purpose provided that the preparation and distribution of information is not for the purpose of influencing the outcome of an election.



3. Public employees do not forfeit their rights to engage in political activity because of their employment. Neither may agency employees be subjected to coercion, pressure, or undue influence to participate in political activity or to take a particular position. Public officials and employees should make it clear that any participation is personal rather than officially sponsored.
4. Supervisory personnel have a duty to know, apply, and communicate to their staffs the difference between acceptable information activities and inappropriate promotional activities in support of local government ballot measures.
5. Local elected officials are free to support agency ballot issues and engage in other political activities as long as such activities do not make use of government facilities, time or resources and do not either pressure or condone employees' use of agency facilities, time or resources to support ballot issues.
6. The PDC is charged with enforcing [RCW 42.17.130](#). This requires consideration and analysis of activities, which may or may not be determined to be in violation of the statute. The PDC has, over the years, developed methods of considering and analyzing activities engaged in by public offices. Among the factors considered are the normal and regular conduct and the timing, tone, and tenor of activities in relation to ballot measure elections. As in any matter where intent is to be considered, hard and fast rules, which will be applicable to all situations, are difficult to establish.

The combination of a number of activities into a coordinated campaign involving close coordination between agency activities and citizens' committee activities which closely resembles traditional election campaign activities and which is targeted at and/or occurs close in time to a ballot measure election is likely to draw close scrutiny and careful consideration by the PDC as to whether a violation has occurred.

7.
 - a. Historically, the PDC has routinely advised and held that with respect to election-related publications, one jurisdiction-wide objective and fair presentation of the facts per ballot measure is appropriate.

In addition, if an agency* has also customarily distributed this information through means other than a jurisdiction-wide mailing (e.g. regularly scheduled newsletter, website, bilingual documents, or other format), that conduct has also been permitted under [RCW 42.17.130](#) so long as the activity has been normal and regular for the government agency.
 - b. The PDC will presume that every agency may distribute throughout its jurisdiction an objective and fair presentation of the facts for each ballot

Adopted 5/2017



measure. If the agency distributes more than this jurisdiction-wide single publication, the agency must be able to demonstrate to the PDC that this conduct is normal and regular for that agency. In other words, the agency must be able to demonstrate that for other major policy issues facing the government jurisdiction, the agency has customarily communicated with its residents in a manner similar to that undertaken for the ballot measure.

- c. Agencies are urged to read the definitions of "normal and regular" at [WAC 390 05 271](#) and [WAC 390-05-273](#). Agencies need to be aware, however, that in no case will the PDC view a marketing or sales effort related to a campaign or election as normal and regular conduct.
8. The PDC attributes publications or other informational activity of a department or subdivision as the product of the local agency as a whole.
9. Providing an objective and fair presentation of facts to the public of ballot measures that directly impact a jurisdiction's maintenance and operation, even though the measure is not offered by the jurisdiction, may be considered part of the normal and regular conduct of the local agency. The agency must be able to demonstrate that for other major policy issues facing the jurisdiction, the agency has customarily communicated with its residents in a manner similar to that undertaken for the ballot measure.
10. State law provides certain exemptions from the prohibition on the use of public office or agency facilities in campaigns for an elected legislative body, an elected board, council or commission of a special purpose district, and elected officials that are not afforded appointed officials. [RCW 42.17.130 \(1\)](#) and (2) apply only to these elected bodies and elected officials.**

*Agency means any county, city, town, port district, special district, or other state political subdivision.

**See Chapter 215, Laws of 2006 and [AGO 2005 No. 4](#).



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<u>Persons</u>	<u>Permitted</u>	<u>Not Permitted</u>	<u>General Considerations</u>
<u>Agency*</u> <u>Administrators</u> <u>(County</u> <u>Administrator,</u> <u>City</u> <u>Manager,</u> <u>Director, Fire</u> <u>Chief, PUD</u> <u>Manager, Etc.)</u>	<ul style="list-style-type: none">• <u>May inform staff during non-work hours^[1] of opportunities to participate in campaign activities.^[2]</u>• <u>Are encouraged to communicate to staff the difference between acceptable and unacceptable activities related to a ballot measure.</u>• <u>In the course of normal publications for the agency, may distribute an objective and fair presentation of the facts^[3] based on and expanded upon the information^[4] prepared by the agency in accordance with the normal and regular conduct of the agency.^[5]</u>• <u>May speak at community forums and clubs</u>	<ul style="list-style-type: none">• <u>Shall not pressure or coerce employees to participate in campaign activities.</u>• <u>Shall not use internal memoranda solely for the purpose of informing employees of meetings supporting or opposing ballot measures.</u>• <u>Shall not coordinate informational activities with campaign efforts, in a manner that makes the agency appear to be supporting or opposing a ballot measure.</u>• <u>Shall not use public resources to operate a speakers' bureau in a manner that may be viewed as promoting a ballot measure.</u>	<ul style="list-style-type: none">• <u>Has there been communications with staff and with union representatives regarding the prohibition on the use of the agency's internal mail or email system to support or oppose a ballot measure?</u>• <u>Is the distribution of this information consistent with the normal practices of the agency (such as newsletters, websites, or some other format)?</u>• <u>Is the information provided an objective and fair</u>

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	<p><u>to present factual and objective information on a ballot measure during regular work hours.</u></p> <ul style="list-style-type: none">• <u>May encourage staff and members of the public to vote, as long as such encouragement routinely occurs for other elections.</u>• <u>May respond to questions regarding a ballot measure if such activity is consistent with his or her normal and regular duties.</u>• <u>May wear campaign buttons or similar items while on the job if the agency's policy generally permits employees to wear political buttons.</u>• <u>May engage in campaign activities on their own time, during</u>		<p><u>presentation of the facts?</u></p> <ul style="list-style-type: none">• <u>Is the activity consistent with the agency's normal and regular course of business?</u>• <u>Do the materials accurately present the costs and other anticipated impacts of a ballot measure?</u>
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	<u>non-work hours and without using public resources.</u>		
<u>Community Groups</u>	<ul style="list-style-type: none">• <u>May use agency facilities for meetings supporting or opposing a ballot measure to the extent that the facilities are made available on an equal access, nondiscriminatory basis, and it is part of the normal and regular activity of the jurisdiction.</u>	<ul style="list-style-type: none">• <u>Shall not use agency facilities to produce materials that support or oppose a ballot measure.</u>	-
<u>Local Elected Legislative Body*</u>	<ul style="list-style-type: none">• <u>May collectively vote to support or oppose a ballot measure at a properly noticed public meeting, where opponents of the measure are given an equal opportunity to express views.[6]</u>	<ul style="list-style-type: none">• <u>Shall not pressure or coerce agency management to participate in campaign activities.</u>• <u>Shall not explicitly include passage of a ballot measure in the agency's annual goals.</u>	-
<u>Local Government Elected Officials</u>	<ul style="list-style-type: none">• <u>May engage in political activities on his or her own time, if no public equipment, vehicle or facility</u>	<ul style="list-style-type: none">• <u>Shall not direct agency staff to perform tasks to support or oppose campaign activities or ballot</u>	<ul style="list-style-type: none">• <u>Is the elected official using staff time, a public vehicle, or other public</u>

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	<p><u>is used. (An elected official may use his or her title, but should clarify that he/she is speaking on his/her own behalf, and not on behalf of the agency. If the elected legislative body has adopted a resolution, the official can then speak on behalf of the agency.)</u></p> <ul style="list-style-type: none">• <u>May attend any function or event at any time during the day and voice his or her opinion about a candidate or ballot proposition as long as they are not being compensated and are not using any public equipment, vehicle or other facility.</u>	<p><u>measures.</u></p> <ul style="list-style-type: none">• <u>Shall not use public facilities or resources to engage in political activities.</u>	<p><u>resources?</u></p> <ul style="list-style-type: none">• <u>Has the agency adopted a resolution? If yes, the elected official can speak on behalf of the agency. If not, has the elected official made it clear that he or she is not speaking on behalf of the agency?</u>
<p><u>Appointed Officials (Boards, Commissions, and similar</u></p>	<ul style="list-style-type: none">• <u>May engage in political activities on his or her own time, if no public equipment, vehicle or facility</u>	<ul style="list-style-type: none">• <u>Shall not direct agency staff to perform tasks to support or oppose campaign activities or ballot</u>	<ul style="list-style-type: none">• <u>Is the appointed official using staff time, a public vehicle, or other</u>

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<u>appointed positions)</u>	<p><u>is used. An appointed official may use his or her title, but should clarify that he/she is speaking on his/her own behalf, and not on behalf of the agency.</u></p> <ul style="list-style-type: none"> • <u>May attend any function or event at any time during the day and voice his or her opinion about a candidate or ballot proposition as long as they are not being compensated and are not using any public equipment, vehicle or other facility.</u> 	<p><u>measures.</u></p> <ul style="list-style-type: none"> • <u>Shall not use public facilities or resources to engage in political activities.</u> • <u>Shall not use public facilities to express a collective decision or actually vote upon a motion or resolution to support or oppose a ballot proposition.</u> • <u>Shall not use public facilities to make a statement at a press conference or responding to an inquiry in support or opposition to any ballot proposition</u> 	<p><u>public resources?</u></p> <ul style="list-style-type: none"> • <u>Has the appointed official made it clear that he or she is not speaking on behalf of the agency?</u>
<u>Management Staff or Their Designees</u>	<ul style="list-style-type: none"> • <u>May speak at community forums and clubs to present an objective and fair presentation of the facts on a ballot measure during regular work hours.[7]</u> • <u>May fully</u> 	<ul style="list-style-type: none"> • <u>Shall not use public resources to operate a speakers' bureau in a manner that may be viewed as promoting a ballot measure.</u> • <u>Shall not use public resources to promote or</u> 	<ul style="list-style-type: none"> • <u>Is the management staff using public resources in a manner that promotes or opposes a candidate or a ballot measure?</u> -

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	<p><u>participate in campaign activities, including meeting with citizens' campaign committees to plan strategies, during non-work hours and without the use of public resources.</u></p> <ul style="list-style-type: none">• <u>May inform staff during non-work hours of opportunities to participate in campaign activities.</u>• <u>May respond to questions regarding a ballot measure if such activity is consistent with his or her normal and regular duties.</u>• <u>May wear campaign buttons or similar items while on the job if the agency's policy generally permits employees to wear political</u>	<p><u>defeat a candidate or ballot measure.</u></p> <ul style="list-style-type: none">• <u>Shall not pressure or coerce employees to participate in campaign activities.</u>• <u>Shall not use agency resources to organize the distribution of campaign materials.</u>	<ul style="list-style-type: none">• <u>Does the presentation accurately present the costs and other anticipated impacts of a ballot measure?</u>• <u>Does the agency have a policy permitting employees to wear political buttons?</u>
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	<p><u>buttons.</u></p> <ul style="list-style-type: none">• <u>May place window signs or bumper stickers on their privately-owned cars, even if those cars are parked on government property during working hours.</u>• <u>Are encouraged to communicate to staff the difference between acceptable and unacceptable activities related to a ballot measure.</u>• <u>May encourage staff and members of the public to vote, as long as such encouragement routinely occurs for other elections.</u>		
<u>Agency Employees</u>	<ul style="list-style-type: none">• <u>May speak at community forums and clubs to present an objective and fair presentation of the facts on a ballot measure</u>	<ul style="list-style-type: none">• <u>Shall not use work hours or public resources to promote or oppose a candidate or ballot measure (such as</u>	<ul style="list-style-type: none">• <u>Do the presentations accurately present the costs and other anticipated impacts of a</u>

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	<p><u>during regular work hours.</u></p> <ul style="list-style-type: none">• <u>May inform staff during non-work hours of opportunities to participate in campaign activities.</u>• <u>May engage in campaign activities on their own time, during non-work hours and without using public resources.</u>• <u>May respond to questions regarding a ballot measure if such activity is consistent with his or her normal and regular duties.</u>• <u>May wear campaign buttons or similar items while on the job if the agency's policy generally allows employees to wear political buttons.</u>• <u>May, during non-work hours, make available campaign materials to employees in lunchrooms and</u>	<p><u>gathering signatures, distributing campaign materials, arranging speaking engagements, coordinating phone banks, or fundraising).</u></p> <ul style="list-style-type: none">• <u>Shall not pressure or coerce other employees to participate in campaign activities.</u>• <u>Shall not use agency resources to organize the distribution of campaign materials.</u>	<p><u>ballot measure?</u></p> <ul style="list-style-type: none">• <u>Is the employee acting on his or her own time, during non-work hours?</u>• <u>Is the employee using public resources in a matter that promotes or defeats a candidate or a ballot measure?</u>• <u>Does the agency have a policy permitting employees to wear political buttons?</u>
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	<p><u>break rooms that are used only by staff or other authorized individuals.</u></p> <ul style="list-style-type: none">• <u>May place window signs or bumper stickers on their cars, even if those cars are parked on government agency property during working hours.</u>• <u>May encourage staff and members of the public to vote, as long as such encouragement routinely occurs for other elections.</u>		
<u>Union Representative</u> <u>s</u>	<ul style="list-style-type: none">• <u>May, during non-work hours, make available campaign materials to union members in lunchrooms and break rooms that are used only by staff or other authorized individuals.</u>• <u>May distribute campaign materials at union-sponsored meetings.</u>	<ul style="list-style-type: none">• <u>Shall not use the agency's internal mail or email system to communicate campaign-related information, including endorsements.</u>• <u>Shall not distribute promotional materials in public areas.</u>	<ul style="list-style-type: none">• <u>Are campaign materials made available only in those areas used solely by staff or other authorized individuals?</u>• <u>Does such distribution occur during non-work hours?</u>

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	<ul style="list-style-type: none">• <u>May post campaign materials on a bulletin board, if such a board is in an area that is not accessible to the general public and if such activity is consistent with the agency's policy and the collective bargaining agreements.</u>		
<u>Equipment and Supplies</u>	<ul style="list-style-type: none">• <u>Agency employees, in the course of their employment, may use equipment (including but not limited to projectors and computers) to make an objective and fair presentation of the facts at community forums and clubs.</u>• <u>Agency employees, in the course of their employment, may produce information that is an objective</u>	<ul style="list-style-type: none">• <u>Public resources (including but not limited to internal mail systems, email systems, copiers, telephone) shall not be used to support or oppose a candidate or ballot measure, whether during or outside of work hours.</u>• <u>Citizens' campaign committees and other community groups shall not use agency equipment (including but not limited to</u>	<ul style="list-style-type: none">• <u>Do the presentations fairly and objectively present the costs and other anticipated impacts of a ballot measure?</u>

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	<u>and fair presentation of the facts using public resources.</u>	<u>internal mail systems, projectors, computers, and copiers) to prepare materials for meetings regarding ballot measures.</u>	
<u>Meeting Facilities</u>	<ul style="list-style-type: none">• <u>Agency meeting facilities, including audio visual equipment, may be used by campaign committees for activities on the same terms and conditions available to other community groups, subject to the provisions of the agency's policy.</u>• <u>Use of agency meeting facilities is permitted when the facility is merely a "neutral forum" where the activity is taking place, and the public agency in charge of the facility is not actively endorsing or supporting the</u>	-	<ul style="list-style-type: none">• <u>Can community groups typically use agency facilities?</u>• <u>Are facilities made available to all groups on the same terms?</u>• <u>Has the agency adopted a policy regarding the distribution of campaign materials on agency property?</u>• <u>Is the meeting facility customarily made available on an equal access, nondiscriminatory basis for</u>

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	<u>activity that is occurring.</u>		<u>a variety of uses?</u>
<u>Lists</u>	<ul style="list-style-type: none"> • <u>Lists of names (such as agency vendors or customers) that an agency has obtained or created in the course of transacting its regular public business are subject to public disclosure requirements; thus, unless otherwise exempt, the lists must be released subject to public records requests.</u> • <u>Agencies may charge a pre-established fee to cover the costs of providing copies of such lists on an equal access, nondiscriminator y basis.</u> 	<ul style="list-style-type: none"> • <u>Agencies shall not sell copies of such lists (though they may charge a pre-established fee to recover the costs of providing copies of the lists).</u> • <u>If a list is generally available as a public record, it cannot be denied to a person or group on the grounds that it might be used in a campaign.</u> 	<ul style="list-style-type: none"> • <u>Is the list obtained or created in the course of the agency transacting its public business?</u> • <u>Are the fees charged no greater than necessary to cover the costs of providing copies?</u> • <u>Has the agency complied with established policy in responding to any public record requests?</u>
<u>Voting Information</u>	<ul style="list-style-type: none"> • <u>Agency personnel may encourage staff and members of the public to vote, as long as such encouragement routinely occurs</u> 	<ul style="list-style-type: none"> • <u>Agencies shall not pressure or coerce employees to vote.</u> • <u>Agencies shall not organize an effort to encourage staff to wear campaign</u> 	<ul style="list-style-type: none"> • <u>Is the activity related to providing voting information for elections, as opposed to advocating for or against a</u>

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	<u>for other elections.</u> <ul style="list-style-type: none">• <u>Public facilities may be used to register people to vote and to do periodic poll checking.</u>	<u>buttons or display campaign materials.</u>	<u>particular candidate or ballot measure?</u>
<u>Agency Publications (Specific to Elections)</u>	<ul style="list-style-type: none">• <u>Agencies may develop an objective and fair presentation of the facts regarding agency needs and the anticipated impact of a ballot measure, and may distribute it in the agency's customary manner. This information[1] may be printed in various languages and communicated in other formats as required by the ADA.</u>• <u>In the course of regular publications for the agency, the agency may distribute an objective and fair presentation of the facts for each ballot measure in accordance with</u>	<ul style="list-style-type: none">• <u>Agencies shall not distribute election-related information in a manner that targets specific subgroups. Targeting does not refer to mailing information to agency constituencies such as community leaders, or some other group, or to the agency's regular distribution list to provide information in a manner that is consistent with the normal and regular conduct of the agency.</u>• <u>Agencies shall not publicize information supporting or opposing a candidate or ballot measure.</u>	<ul style="list-style-type: none">• <u>Does the information provide an objective and fair presentation of the facts?</u>• <u>Is the timing, format, and style, including tone and tenor, of the information presented in a manner that is normal and regular for the agency?</u>• <u>Is the information distributed in a manner that is normal and regular for the agency?</u>• <u>Do the materials accurately present the costs and other anticipated</u>



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	<u>the normal and regular conduct of the agency.</u>		<u>impacts of a ballot measure?</u> <ul style="list-style-type: none">• <u>Does the agency typically distribute information by newsletters, websites, or some other format?</u>
<u>Agency Publications (Regular)</u>	<ul style="list-style-type: none">• <u>Agencies may include all or part of the information regarding agency needs and the anticipated impacts of a ballot measure in the agency's regular publications, such as agency and department newsletters. (For example, a department newsletter may specifically describe the projects and/or programs planned for that department.)</u>• <u>Agencies may inform staff and/or parents of community</u>	<ul style="list-style-type: none">• <u>Agencies shall not use internal memoranda or other agency publications to encourage employees to participate in campaign activities.</u>• <u>Agencies shall not publish materials supporting or opposing a candidate or ballot measure.</u>	<ul style="list-style-type: none">• <u>Does the agency routinely distribute such information?</u>• <u>Does the agency normally inform staff and/or parents of community activities and meetings?</u>• <u>Is the information presented in an objective and fair manner?</u>• <u>Is the agency engaging in significantly different activities</u>

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	<p><u>meetings related to ballot measures if other such information is normally published in a newsletter or community calendar, and if both those supporting or opposing a ballot measure have the opportunity to appear on the calendar or in the newsletter.</u></p> <ul style="list-style-type: none">• <u>Agencies may factually report jurisdictional support for a ballot measure, so long as it is the normal and regular conduct for the agency. (For example, a community newsletter that ordinarily reports on governmental actions may report that the jurisdiction adopted a resolution supporting a ballot measure.)</u>• <u>Agencies may</u>		<p><u>during the time period immediately prior to the ballot measure compared to all other times of the year?</u></p>
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	<u>thank citizens for their support after an election in agency publications.</u>		
<u>Reader Boards/Posters</u>	<ul style="list-style-type: none">• <u>Information encouraging staff and members of the public to vote, or providing the dates of upcoming elections such as “vote on February ”, may be posted, as long as such encouragement is customarily posted for elections other than just an agency’s ballot measure.</u>• <u>Agencies may thank citizens on their reader boards for their support after an election.</u>• <u>May post objective and fair information at an agency or at a future site regarding anticipated improvements to</u>	<ul style="list-style-type: none">• <u>Agencies shall not display a “Vote for” sign or other promotional messages on reader boards or posters.</u>• <u>Signs advocating for or against candidates or ballot measures shall not be posted on agency property in any area accessible to the general public.</u>	

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	<u>be funded by a ballot measure that is specific to that agency or site.</u>		
<u>Surveys and Research</u>	<ul style="list-style-type: none">• <u>Agencies may conduct surveys and/or other community research, including demographic questions, to determine the community's priorities, public perception of performance, and/or to inform the community about agency programs and policies.</u>• <u>Agencies may conduct community research (including but not limited to the use of questionnaires, surveys, workshops, focus groups, and forums) to determine the community's priorities for both programs and/or facilities and their</u>	<ul style="list-style-type: none">• <u>Agencies shall not conduct surveys to determine what taxation level the public would support.</u>• <u>Agencies shall not conduct surveys designed to shore up support or opposition for a ballot measure.</u>• <u>Agencies shall not target registered voters or other specific subgroups of the jurisdiction in conducting their election-related surveys.</u>• <u>Agencies shall not use survey results in a manner designed to support or oppose a candidate or ballot measure.</u>	<ul style="list-style-type: none">• <u>Has the elected legislative body passed a resolution authorizing a measure to be placed on the ballot? (If so, actions may be more closely scrutinized.)</u>• <u>Does the election-related survey target specific subgroups?</u>• <u>Is the survey or community research consistent with normal and regular activities of the agency?</u>

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	<p><u>associated total costs and projected dollars per thousand assessment.</u></p> <ul style="list-style-type: none">• <u>The surveys and/or other community research can be conducted before or after the governing body has approved a resolution to place a ballot measure on the ballot. However, research conducted after the adoption of the resolution may be subject to greater scrutiny.</u>• <u>Agencies may publish survey results if it is consistent with the normal and regular conduct of the agency.</u>		
<p><u>Technology (websites, emails, computerized calling systems)</u></p>	<ul style="list-style-type: none">• <u>An agency may develop an objective and fair presentation of the facts and post that information on its website, including information regarding agency</u>	<ul style="list-style-type: none">• <u>Agency computers, email systems, telephones, and other information technology systems shall not be used to aid a campaign for or against a</u>	<ul style="list-style-type: none">• <u>Are the materials developed an objective and fair presentation of the facts?</u>• <u>Is the agency engaging in</u>

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	<p><u>needs and the anticipated impacts of a ballot measure. This information may be reformatted so that it is consistent with the manner in which the agency customarily presents information on its website.</u></p> <ul style="list-style-type: none">• <u>Agency websites may permit viewers to make selections to learn about the anticipated impacts of a ballot measure for a specific division, or otherwise allow readers to explore issues in greater or lesser detail.</u>• <u>Agencies may update the information on their websites in a manner that is customary for the agency.</u>• <u>Staff may respond to inquiries</u>	<p><u>candidate or ballot measure.</u></p> <ul style="list-style-type: none">• <u>Electronic communication systems shall not be used to generate or forward information that supports or opposes a candidate or ballot measure.</u>• <u>Agency websites shall not be used for the purposes of supporting or opposing a candidate or ballot measure.</u>	<p><u>significantly different activities during the time period immediately prior to the ballot measure compared to all other times of the year?</u></p> <ul style="list-style-type: none">• <u>Do the materials accurately present the costs and other anticipated impacts of a ballot measure?</u>• <u>Has there been communications with staff and with union representatives regarding the prohibition on the use of the agency's technology to support or oppose a ballot measure?</u>
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	<u>regarding a ballot measure in an objective and fair manner, via email or by telephone, if it is part of their normal and regular duties.</u>		
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[1] Agencies may set the definition of work hours for their employees. For example, to the extent that an agency defines the lunch hour as a non-work hour, activities to support or oppose a candidate or a ballot measure that do not use public resources and that are held away from government facilities are permitted during the lunch hour.

[2] [RCW 42.17.680\(2\)](#) provides that “[n]o employer or labor organization may discriminate against an officer or employee in the terms or conditions of employment for (a) the failure to contribute to, (b) the failure in any way to support or oppose, or (c) in any way supporting or opposing a candidate, ballot proposition, political party, or political committee.”

[3] Throughout these guidelines, the clause “objective and fair presentation of the facts” means that in addition to presenting the facts, the materials should present accurately the costs and other anticipated impacts of a ballot measure.

[4] For the purposes of these guidelines, “information” refers to the documents prepared, printed, and mailed to persons within the governmental jurisdiction by that agency solely for the purposes of informing residents regarding an upcoming ballot measure. The agency may continue to distribute information consistent with the customary practices of the agency, including but not limited to newsletters, websites, and multi-lingual documents. These publications may continue, but if they discuss the ballot measure, the information needs to be an objective and fair presentation of the facts.

[5] For the purpose of these guidelines, the term “normal and regular” is defined in [WAC 390-05-273](#) and clarified further by [WAC 390-05-271](#).

* Agency means any county, city, town, port district, special district, or other state political subdivision.

[6] [RCW 42.17.130\(1\)](#) provides that action may be “taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer

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districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;”.

* The term “elected” modifies the term “body,” connoting that the body itself must be elected. We therefore conclude that bodies composed in any of the three ways you suggest in your question are not elected bodies for purposes of [RCW 42.17.130](#). Bodies containing a combination of elected or appointed members, bodies whose members serve ex officio by virtue of being elected to another office, or informal groups of elected officials from different jurisdictions are not “elected” for purposes of this analysis. ([AGO 2005 No. 4 Page 4](#))

[7] Agencies may set the definition of work hours for their employees. For example, to the extent that an agency defines the lunch hour as a non-work hour, activities to support or oppose a candidate or a ballot measure that do not use public resources and that are held away from agency facilities are permitted during the lunch hour.

[8] For the purposes of these guidelines, “information” refers to the documents prepared, printed, and mailed jurisdiction-wide by the agency solely for the purposes of informing residents regarding an upcoming ballot measure. The agency may continue to distribute information consistent with the customary practices of the agency, including but not limited to newsletters, websites, and multi-lingual documents. These publications may continue, but if they discuss the ballot measure, the information should be an objective and fair presentation of the facts.

Note on Timing of Activities: A particular activity may be subject to the scrutiny of the Public Disclosure Commission depending in part on whether it is a part of the “normal and ordinary” conduct of a local government agency. Generally, activities that occur after the elected legislative body has passed a resolution authorizing a measure to be placed on the ballot will be subject to greater scrutiny by the Public Disclosure Commission than those occurring before such a resolution has been passed.

Note on Agency Policies: The application of these guidelines is also subject to each jurisdiction’s own adopted policies.
Revised by the Commission 9/28/06



MAINTAINING PROFESSIONAL STAFF/STUDENT BOUNDARIES

Boundary Invasions

In a professional staff/student relationship, staff members maintain boundaries that are consistent with the legal and ethical duty of care that school personnel have for students.

A boundary invasion is an act or omission by a staff member that violates professional staff/student boundaries and has the potential to abuse the staff/student relationship.

An inappropriate boundary invasion means an act, omission, or pattern of such behavior by a staff member that does not have an educational purpose and results in abuse of the staff/student professional relationship.

Inappropriate Boundary Invasion Examples

Examples of possible inappropriate boundary invasions by staff members include, but are not limited to, the following:

- A. Any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under the district's policy on Sexual Harassment of Students (Policy 3205); Prohibition of Harassment, Intimidation and Bullying (Policy 3207); Nondiscrimination (Policy 3210); Title IX of the Education Amendments of 1972 (Title IX); the Washington State Law Against Discrimination (Chapter 49.60 RCW); or that constitutes misconduct under RCW 28A.640 and .642 or WAC 181-88-060; or any conduct that would constitute a violation of Chapter 9A.44 or 9A.88 RCW.
- B. Showing pornography to a student;
- C. Singling out a particular student or students for personal attention and friendship beyond the professional staff/student relationship;
- D. Socializing where students are consuming alcohol, drugs or tobacco;
- E. For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- F. Sending students on personal errands unrelated to any educational purpose;
- G. Banter, allusions, jokes or innuendos of a sexual nature with students;
- H. Disclosing personal, sexual, family, employment concerns or other private matters to one or more students;



- I. Addressing students or permitting students to address staff members with personalized terms of endearment, pet names, or otherwise in an overly familiar manner;
- J. Maintaining personal contact with a student outside of school by phone, e-mail, instant messenger or Internet chat rooms, social networking websites, or letters beyond homework or other legitimate school business without including the building administrator/supervisor and parent/guardian;
- K. Exchanging personal gifts, cards, or letters with an individual student;
- L. Socializing or spending time with students (including but not limited to activities such as going out for beverages, meals or movies, shopping, traveling and recreational activities) outside of school-sponsored events, except as participants in organized community activities;
- M. Giving a student a ride alone in a vehicle in a non-emergency situation;
- N. Unnecessarily invading a student's privacy, (e.g. walking in on the student in the bathroom);
- O. Soliciting phone, email, text messages or other forms of written or electronic communication to students without building administrator/supervisor and parent permission when the communication is unrelated to school work or other legitimate school business; or
- P. Any other conduct that fails to maintain professional staff/student boundaries.

Appearances of Impropriety

The following activities are boundary invasions and can create an actual impropriety or the appearance of impropriety. Whenever possible, staff members should avoid these situations. If unavoidable these activities should be pre-approved by the appropriate administrator. If not pre-approved, the staff member must report the occurrence to the appropriate administrator as soon as possible.

- A. Being alone with an individual student out of the view of others;
- B. Inviting or allowing individual students to visit the staff member's home;
- C. Visiting a student's home;
and/or
- D. Sending or soliciting email, text messages or other electronic communications to the student, even when the communication relates to school business, except where the parent or guardian and building administrator/supervisor has consented to such communications and receives a copy of the communication and receives a copy of the communication. Staff should use school email addresses and phone numbers and the



parent/guardian phone numbers for communications with students, except in emergency situations.

Reporting Violations

Students and their parents/guardians are strongly encouraged to notify the principal (or other administrator) if they believe a staff member may be engaging in conduct that violates this policy or procedure.

Staff members are required to promptly notify the principal or the supervisor of the employee or volunteer suspected of engaging in inappropriate conduct that violates this policy or procedure.

The administrator to whom a boundary invasion concern is reported must document, in writing, the concern and provide a copy of the documentation to the **Executive Director of Human Resources** ~~Assistant Superintendent of Human Resources, Marc Brouillet~~. The ~~Assistant Superintendent of Human Resources, Marc Brouillet~~, **Executive Director of Human Resources** will maintain a file documenting reports of this nature which are made.

Reporting Sexual Abuse

All professional school personnel who have reasonable cause to believe that a student has experienced sexual abuse by a staff member, volunteer, or agency personnel working in the school are required to make a report to Child Protective Services or law enforcement pursuant to board policy and procedure 3421, Child Abuse, Neglect and Exploitation Prevention, and Chapter 26.44, RCW. Reporting suspected abuse to the building principal or supervisor does not relieve professional school personnel from their reporting responsibilities and timelines.

Disciplinary Action

Staff member violations of this policy may result in disciplinary action up to and including dismissal. The violation may also be reported to the state Office of Professional Practices.

Training

All new employees and volunteers will receive training on appropriate staff/student boundaries within three months at a minimum of employment or service. Continuing staff will receive training every three years.

Dissemination of Policy and Reporting Protocols

This policy and procedure will be included on the district website and in all employee, student, and volunteer handbooks. Annually, all administrators and staff will receive copies of the district's reporting protocol.