



Tumwater School District

Dr. Carole Meyer
Interim Superintendent

621 Linwood Avenue SW Tumwater, WA 98512-6847
(360) 709-7000 www.tumwater.k12.wa.us

Capital Projects:
(360) 709-7005
Financial Services:
(360) 709-7010
Human Resources:
(360) 709-7020
Payroll/Benefits:
(360) 709-7029
Student Learning:
(360) 709-7030
Special Services:
(360) 709-7040

School Director's Agenda Regular Meeting, Work & Executive Session

Thursday, May 11, 2023

Start Time: 6:00pm

Location: District Office and YouTube
621 Linwood Ave. SW Tumwater, WA 98512

Please Note: Public Comment is only available to those who have signed up in advance by filling out the [Public Comment Form](#) by 12 PM on the day of the meeting.
Please see our website for more information.

- 6:00pm** **Call Regular Meeting to Order** (*President Killough*)
- Recognition/Flag Salute
- 6:01pm** **Public Comment Reminder** (*President Killough*)
- 6:02pm** **Agenda Discussion/Approval** (*President Killough/Superintendent Meyer*)
- 6:03pm** **Consent Agenda**
- Personnel Report
 - Special Services – Contract Agency Awards/Rejections
 - Capital Projects – Site Access Agreement
 - Capital Projects – PSE Easements
- 6:04pm** **Public Comment**-*In the interest of maintaining the integrity of the published agenda, individual speakers are asked to limit their comments to not more than 3 minutes. A maximum of 30 minutes will be reserved on the agenda for all public comment.*
- Speakers-Agenda and Non-Agenda Items (*Becky Parsons*)
- 6:34pm** **Action Items**
- Recommended Approval of Program Suspension (*Superintendent Meyer*)
- 6:40pm** **Recess Regular Meeting**

BOARD OF DIRECTORS
JILL ADAMS MELISSA BEARD DARBY KAIKKONEN SCOTT KILLOUGH CASEY TAYLOR

"Continuous Student Learning in a Caring, Engaging Environment"

- 6:41pm Board Work Session**
- Budget Update (*Melissa Richter*)
 - 23-24 Student Rep Discussion
 - Board Goal Dialogue

7:41pm Reconvene Regular Meeting

- 7:42pm Recess Regular Meeting**
- Executive Session to discuss Personnel Performance, Evaluation or Qualifications for Employment per RCW 42.30.110(1)(g) and Collective Bargaining and Negotiations per RCW 42.30.140(4)(b).

8:42pm Reconvene Regular Meeting

8:43pm Adjourn Regular Meeting

NEXT BOARD MEETING: Regular Board Meeting on May 25, 2023.
The Board may also schedule additional special or emergency meetings consistent with RCW 28A.343.380.

CONSENT AGENDA

- Personnel Report: Questions can be directed to Human Resources.
- Special Services – Contract Agency Awards and Rejections: Questions can be directed to Chris Burgmeier.
- Capital Projects Site Access Agreement – Pacific Northwest Seismic Network (PNSN) Early Warning Radio Repeater at BHHS: Questions can be directed to Mel Murray.
- Capital Projects – Three Easements for PSE for Underground Power Lines at Tumwater High School: Questions can be directed to Mel Murray.



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Carole Meyer
Superintendent

May 11, 2023

TO: School Board
FROM: Human Resources
SUBJECT: Personnel Report

Financial Services:
(360) 709-7010
Human Resources:
(360) 709-7020
Payroll/Benefits:
(360) 709-7029
Special Services:
(360) 709-7040
Capital Projects:
(360) 709-7005

New Hires	Position	Location	Status	Group
Nicole Nelson	Athletic Director- TOSA	BHHS/TMS	1.0 FTE (Continuing 2023-2024)	TEA
Mark Wood	Substitute Grounds	B&G	Effective April 21, 2023	PSE
Pamela Detzler	Registered Nurse	Special Services	1.0 FTE (Continuing 2023-24)	TEA
Adjusted:				
Steve Wickstrom	Substitute Bus Driver	Transportation	From Bus Driver to Substitute Bus Driver, effective May 1, 2023	PSE
Macy Dilworth	Paraprofessional	THE	From One Year Only to Continuing, effective May 1, 2023	TAP
Tamara York	Assistant Principal	EOE	From One Year Only (THE/EOE) to Continuing (EOE), effective July 1, 2023	ADMIN
Leaves:				
Traci McGowan	Teacher	THS	Leave of Absence beginning April 11, 2023, returning April 24, 2023	TEA
Hannah Anderson	Teacher	LRE	Leave of Absence beginning February 27, 2023, returning April 24, 2023	TEA
Tara Madden	Teacher	PGS	Leave of Absence beginning September 01, 2023, returning August 1, 2024	TEA
Leslie Fosbre	Assistant Cook	PGS	Leave of Absence beginning April 24, 2023 returning May 8, 2023	PSE
Eva Stauffer	Paraprofessional	TMS	Leave of Absence beginning April 10, 2023 returning April 24, 2023	TAP
Resignations:				
Steve Wickstrom	Bus Driver	Transportation	Effective April 28, 2023. Moving to substitute driver status.	PSE
Heather Newton	Bus Driver Trainee	Transportation	Effective April 28, 2023	PSE
Chandler Barron	Bus Driver Trainee	Transportation	Effective April 28, 2023	PSE
Lisa Szydowski	Speech Language Pathologist	Special Services	Partial resignation of 0.2 FTE, effective the 2023-2024 school year.	TEA
Corey Nunlist	Teacher	THE	Effective August 31, 2023	TEA
Linda Doughty	Assistant Cook	BMS	Effective August 31, 2023	PSE
Kevin Caster	Bus Driver	Transportation	Effective May 05, 2023	PSE
Nathan Carlson	Human Resource Specialist	District Office	Effective May 19, 2023	NON-REP
Andrew Stutzman	Custodian	THS	Effective May 19, 2023	PSE
Tabitha Chamberlin	Paraprofessional	MTS	Effective May 8, 2023	TAP
Seana Ditterline	Counselor	BHHS/TMS	Effective at the end of the 2022/2023 school year	TEA
Co-Curricular:				
Kelli Goode	ESY Special Education Coordinator	SS	Effective July 10, 2023	TEA
Ian MacKenzie	ESY Special Education Teacher	SS	Effective July 10, 2023	TEA
Sarah Wernke	ESY Special Education Teacher	SS	Effective July 10, 2023	TEA

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MELISSA BEARD CASEY TAYLOR SCOTT KILLOUGH DARBY KAIKKONEN JILL ADAMS

"Continuous Student Learning in a Caring, Engaging Environment"

Cassidy McQuiston	ESY Special Education Teacher	SS	Effective July 10, 2023	TEA
Travis Schultz	Fresh Farms Teacher	THS	Effective June 28, 2023	N/A
Beckie Reed	Summer School Coordinator	PGS	Effective July 10, 2023	TEA
Patrick Kot	Assistant Track Coach	BHHS	Effective February 27, 2023	N/A
Recommend approval of:				

Recommend approval to issue all contracts for the 2023/2024 school year after May 11, 2023



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Carole Meyer
 Superintendent

May 25, 2023

TO: School Board
 FROM: Human Resources
 SUBJECT: Personnel Report

Preliminary

New Hires	Position	Location	Status	Group
Nicole Nelson	Athletic Director- TOSA	BHHS/TMS	1.0 FTE (Continuing 2023-2024)	TEA
Mark Wood	Substitute Grounds	B&G	Effective April 21, 2023	PSE
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Ian MacKenzie	ESY Special Education Teacher	SS	Effective July 10, 2023	TEA
Sarah Wernke	ESY Special Education Teacher	SS	Effective July 10, 2023	TEA
Cassidy McQuiston	ESY Special Education Teacher	SS	Effective July 10, 2023	TEA
Travis Schultz	Fresh Farms Teacher	THS	Effective June 28, 2023	N/A
Beckie Reed	Summer School Coordinator	PGS	Effective July 10, 2023	TEA
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Recommend approval to issue all contracts for the 2023/2024 school year after May 11, 2023

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To: School Board and Superintendent

From: Chris Burgmeier Executive Director of Special Services

Re: Request for Proposal: Special Services

Thank you for the opportunity to recommend contract agencies that the Special Services department may access for student services beginning in the 2023-2024 school year. Contracted agencies provide special education services for hard to fill positions after the special education department has been unsuccessful in hiring all staff necessary to provide services for our students.

Agencies have been reviewed by Chris Burgmeier, Melissa Richter, Jeff Broome and Leah Nelson.

The following agencies are recommended pending provision of confirmation of Washington State Business License and/or evidence that agency is not suspended or debarred from the federal government:

- AMN Healthcare
- Careerstaff Unlimited
- Career Links
- Health Pro
- Soliant
- The Stepping Stone Group
- Gifted Nursing
- FOXHIRE
- Sprout Therapy Solutions
- Ampersand Therapy

The following agencies are recommended extending a four-year additional contract pending the signature of the Personal Services Contract for the 2023-2024 school year:

- Elevation
- Maxim Healthcare
- Procure Therapy

The following agencies are recommended for rejection for requiring service changes beyond Tumwater School District standards.

- Presence Learning, Inc
- Dot Com Therapy
- National Recruiting Consultants, LLC
- E-Therapy, LLC

BOARD OF DIRECTORS
JILL ADAMS MELISSA BEARD DARBY KAIKKONEN SCOTT KILLOUGH CASEY TAYLOR

“Continuous Student Learning in a Caring, Engaging Environment”



* * * * * **MEMO** * * * * *

DATE: May 5, 2023
TO: Tumwater School District Board of Directors
FROM: Mel Murray, Director of Facilities
SUBJECT: **Consent Agenda – Site Access Agreement - BHHS**
Pacific Northwest Seismic Network (PNSN) Early Warning Radio Repeater

The Puget Sound Seismic Network asked the District if we would allow them to install a radio at BHHS that will collect data from seismic sensors in the region. The antenna on the outside of the school will receive the signals from an antenna on Capitol Peak and repeat them via the TSD data network to the PNSN early warning system known as ShakeAlert. In 2019 the Board approved an installation of a seismic meter in the District Office to be part of the PNSN early warning system

The cover letter provides the details of the equipment and its purpose. I have also included a few pages from the siting report.

The Board would be agreeing to have an antenna on an exterior wall along with a repeater in the nearest data room. This was reviewed on-site with Dan Reich, our IT Director. In addition, we would provide a small amount of power through an existing outlet in the data room and an internet connection. The initial term of the agreement is for five years with automatic five-year renewals unless terminated by either party.



Dear Tumwater School District:

On behalf of everyone here at the Pacific Northwest Seismic Network, I would like to thank you for your participation in the ShakeAlert Earthquake Early Warning system. The ShakeAlert system is being built to provide people on the West Coast a critical warning before an earthquake's destructive shaking hits. This will give people crucial time to take protective actions, and it cannot happen without your help and the help of others like you.

How does it work? The Pacific Northwest Seismic Network is a collaboration between the University of Washington, the University of Oregon, and the United States Geological Survey. We are developing and implementing the ShakeAlert Earthquake Early Warning system to immediately warn the public when a damaging earthquake starts to occur. With earthquake sensors spread across the Pacific Northwest, the ShakeAlert system rapidly detects a strong earthquake using the nearest sensors, determines the magnitude and location, and immediately sends out an alert to the public before the destructive shaking has time to reach them. This provides up to tens of seconds of warning before intense shaking hits, allowing people to take cover, drivers to pull over, tunnels and drawbridges to stop traffic, hospitals to pause surgeries, and gas valves to close.

Your site will be named UW.WOLF-R and it will telemeter data from UW.ANGUS, UW.TKEY, and UW.CPW. Please find attached a copy of the siting report which includes the proposed location for the equipment, installation details, and all other information relevant to the installation at your location. Within the next few months, the PNSN will be reaching out to you to schedule the station installation between you and our contractor. We plan on giving you plenty of heads up, but if you have any concerns, questions, or corrections, please do not hesitate to let us know.

Also attached is a copy of our land use agreement. Please read through this, sign it, and send it back to us via email. If you would prefer hard copies of the documents, just let us know. Again, if you have any questions please contact us at 206-685-8180 or by email at pnsn@uw.edu.

For more information about the Pacific Northwest Seismic Network, visit our website at www.pnsn.org. You can also learn more about the ShakeAlert Earthquake Early Warning project at www.shakealert.org.

Thank you again from the PNSN and the Pacific Northwest for your participation in this effort to save lives!

Sincerely,

A handwritten signature in black ink, appearing to read "J. Renate Hartog".

Dr J Renate Hartog
PNSN Network Manager

Site Access Agreement for Seismic Monitoring

Date: 17 April 2023

This Site Access Agreement (“Agreement”) is between Tumwater School District #33 (“Grantor”) as property owner and the University of Washington, a state institution of higher education (“UW”) on behalf of the Pacific Northwest Seismic Network (“PNSN”), a cooperative organization whose members include UW, the University of Oregon and the U.S. Geologic Survey.

RECITALS

A. PNSN is conducting research in Washington and Oregon identifying earthquake hazards, assessing earthquake risks, and monitoring seismic activity with emphasis on data contribution to *ShakeAlert*, an Earthquake Early Warning system.

B. This research includes installing equipment at various sites and Grantor wishes to support PNSN by granting access for this purpose.

TERMS

1. **Ownership.** Grantor owns the real property (“Property”) located at:

Physical Address: 7741 Littlerock Rd SW, Olympia, WA 98512

Tax Parcel #(s): Thurston County Parcel: 09070001001

Equipment Location: Classroom 124 and IDF room

Latitude: +46.97871 Longitude: -122.94849

Station Name: UW.WOLF-R

2. **Permission.** At UW’s sole cost, Grantor grants PNSN and PNSN’s members permission to enter the Property for the limited purpose of conducting seismic monitoring, operation, maintenance and retrieval of data. This includes the right to construct, install, inspect, relocate, and maintain telecommunications equipment (“Equipment”).

3. **Term and Termination of the Agreement.** This Agreement will be in effect from April 24, 2023 and will continue through April 23, 2028 and then automatically renew every five (5) years. Either party may terminate this Agreement at any time by providing at least ninety-(90)-days’ written notice to the other party.

4. **Installation, Operation & Removal.**

a. PNSN will notify Grantor prior to installing any Equipment on the Property. Entry onto the Property by PNSN may occur only at reasonable times after reasonable notice to Grantor as provided below in Section 9(b). While on the Property, PNSN will use all reasonable efforts not to interfere with Grantor’s use of the Property.

- b. If the Equipment is located within Grantor's building, PNSN may use one (1) 120-volt outlet for backup low-level power that is expected to draw no more than 10 watts.
 - c. In order to record seismic activity, the Equipment must be located so that it does not move during seismic events. As a result, placement of the Equipment may require anchoring, fixing or bolting of the Equipment to the Property with the prior approval of Grantor.
 - d. PNSN will install, maintain, and operate the Equipment in accordance with applicable law and with all reasonable precaution to avoid damage to Grantor's land or property.
 - e. Upon termination of this Agreement, PNSN will remove the Equipment and restore areas of the Property on which the Equipment was located to their pre-existing condition (as nearly as possible) prior to the commencement of activities under this Agreement. This removal and restoration will be completed within ninety (90) days after the date of termination unless extended by the mutual agreement of the parties, such agreement not to be unreasonably withheld.
5. Condition of the Property. UW acknowledges that (a) Grantor has made no representation or warranty concerning the condition of the Property or the fitness of its use for seismic monitoring and, (b) entry onto the Property is accepted strictly in an "as is" condition and solely at the risk of PNSN and its members.
6. Right to Remove Equipment. Equipment located on the Property will not become a fixture. PNSN will have the right to remove any or all of the Equipment at any time.
7. Liens. PNSN shall not permit any mechanics or other liens to be filed against the Property by reason of labor or materials furnished to the Property by PNSN.
8. Liability/Insurance. Grantor shall be reimbursed for losses arising from property damage caused in whole or in part by the negligent act or omission of any employee or agent of the UW or PNSN while performing activities under this Agreement. Grantor assumes no liability for loss or damage to the Equipment or for injuries to UW's agents, contractors, employees or representatives while in, on, or about the Property.

9. Notices.

- (a) General Notices. Notices to the other party, for matters not involving access and entry to the Property, will be effective three (3) days after mailing in the US mail, postage prepaid, certified or registered mail, return receipt requested. Any notice by personal delivery will be deemed given when actually delivered.

To Grantor at:

Name: _____

Address: _____

Phone: _____

Email: _____

To UW/PNSN at:

University of Washington

PNSN

Campus Box 351310

Seattle, WA 98195-1310

Phone: (206) 685-8180

e-mail: pnsn@uw.edu

- (b) Notices for Access and Entry to the Property. Grantor's preferred means for being contacted when PNSN is planning to access and enter the Property is by phone, e-mail, or not all. Notices for access and entry to the Property shall be provided to Grantor as set forth above in Section 9(a) unless as may be alternatively provided below:

Name: _____

Phone: _____

Email: _____

10. Transfer or Sale of Property. Grantor will notify (a) UW of any sale or transfer of the Property at least thirty (30) days prior to such sale or transfer and (b) any third-party purchaser/transferee of the Property of the existence and terms of this Agreement.

11. Authority. Grantor represents and warrants that Grantor owns the Property and has the legal authority to enter into this Agreement and grant UW the access it provides.

AGREED TO BY:

GRANTOR

UW

Signed: _____

Name: _____

Title: _____

Date: _____

By: 

Name: Dr J Renate Hartog

Title: PNSN Network Manager

Date: April 17, 2023



ShakeAlert Station Siting Report

Station: WOLF-R

Site Coordinates: 46.97871°, -122.94849°

Elevation: 60 m

PLSS Information: S37 T17N R2W

Magnetic Declination: 15.27° E

Site Address: A G West Black Hills High School
7741 Littlerock Rd SW
Olympia, WA 98512

Landowner:
Name: Tumwater School District #33
621 Linwood Ave SW
Tumwater, WA 98512

Contact(s):
Main contact: Mel Murray, Director of Facilities
Phone: (360) 709-7004
E-mail: mel.murray@tumwater.k12.wa.us

IT contact: Dan Reich, Technology Supervisor
Phone: 360-709-7037
E-mail: dan.reich@tumwater.k12.wa.us

Site Type: High School-hosted repeater site

Site Visit: February 24, 2023
Visitors: Nicholas Schlagenhaft, Mel Murray, Dan Reich
Report by: Nicholas Schlagenhaft
Report approval: Karl Hagel 3/24/2023

Instrumentation to be Installed:

- Ubiquiti 5.8 GHz dish/radio (azimuth 268°)
- Repeater box w/ PoE injector, battery

Antenna Location:

A 5.8 GHz Ubiquiti dish will be mounted to the northwest-facing exterior wall of classroom 124, above a doorway. Ethernet cable will be routed from the Ubiquiti dish, indoors along the south interior wall of classroom 124 to a cable tray. The ethernet cable run will then follow the cable tray to a cable port on the east interior wall of classroom 124, and into an IDF room (Room B166). A small hole will need to be drilled through the exterior wall of classroom 124 to accommodate the ethernet cable run into classroom 124.

Power Option:

Power for the repeater site will be provided via an AC outlet located on the east wall of the IDF room. A repeater box w/ PoE injector and backup battery will be installed on the east wall of the IDF room, above the AC outlet. Power will be routed from the outlet to the repeater box. The repeater box should be mounted up near the ceiling of the IDF wall in the event the school district decides to install additional equipment in the IDF room.

Internet Option:

Turnwater School District/Black Hills High School will provide an internet connection for the instrumentation. PNSN staff will work with the IT contact to configure the network connection and identify the precise network plug-in location on the server rack in the IDF room.

Telemetry Option:

The site will receive data from UW.ANGUS, UW.TKEY, and UW.CPW via UW.CPW-R.

Issues and Additional Information:

- All personnel must request permission from the main contact to enter the site area and/or perform any installation or servicing.
- The exterior wall is covered by a foam-based siding material. When drilling through the exterior wall, the hole must be advanced from the outside at an angle above horizontal such that water has no way to get behind the siding.

Background Vibrations:

N/A

Site Photos:

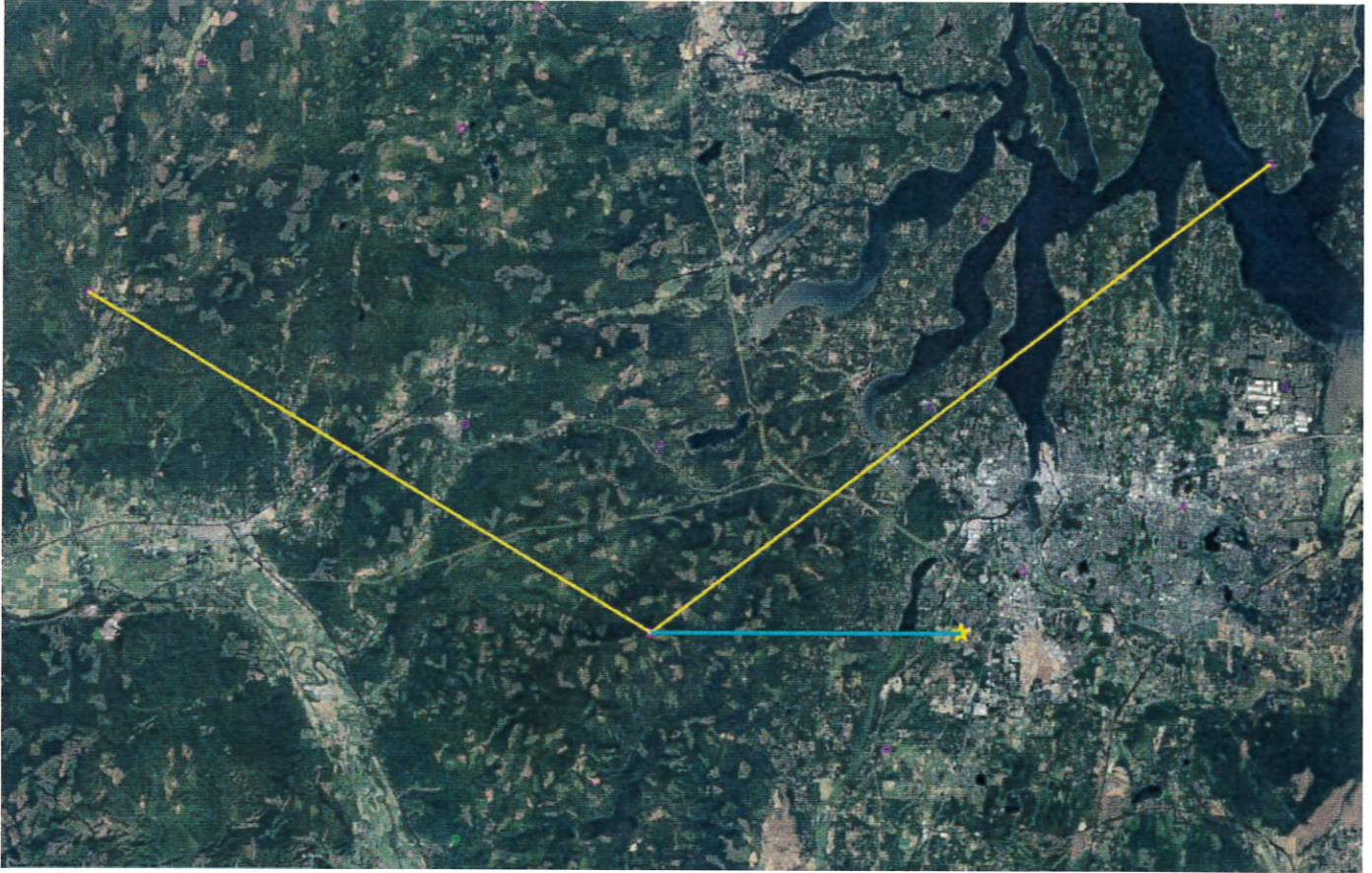


Image 2: Regional-scale aerial image. The location of A G West Black Hills High School is marked by the yellow star. The WOLF-R will receive seismic data from UW.ANGUS (left side of image), UW.TKEY (upper right corner of image), and UW.CPW (lower center of image) via UW.CPW-R (located adjacent to UW.CPW). The yellow lines represent the RF path from UW.ANGUS and UW.TKEY. The cyan line represents the RF path from CPW-R to WOLF-R.



Image 16: Standing underneath the proposed Ubiquiti 5.8 GHz dish location looking west at the Capitol Peak Comms site (circled in red).



DATE: May 11, 2023
FROM: Mel Murray, Facilities Director
SUBJECT: Consent Agenda
Tumwater High School
Three Easements for PSE for Underground Power Lines

The City is doing a project this summer to replace the water main and replace the overhead power lines with new underground power lines along Israel Road in front of Tumwater HS.

In order to underground the power lines PSE needs three easements on the THS property as shown on the attached exhibit.

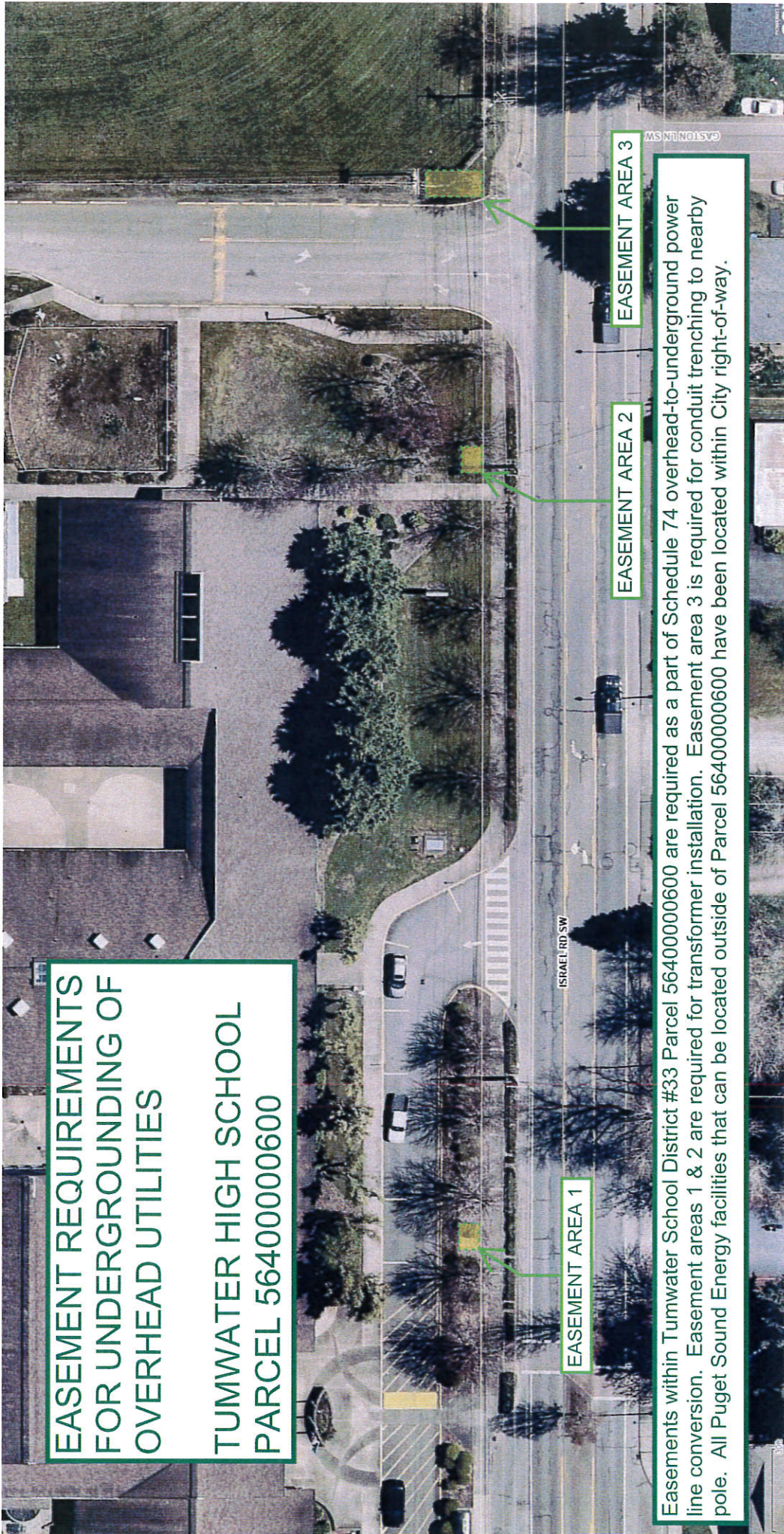
The advantage to Tumwater School District is the City will pay for the underground lines if the easements are granted now. If easements are not granted, then TSD would have to pay to underground the power lines as a condition of the next major construction project at THS.

Approval is requested to allow Superintendent Meyer to sign the easement documents for the District.

If there are any questions, please contact me.

**EASEMENT REQUIREMENTS
FOR UNDERGROUNDING OF
OVERHEAD UTILITIES**

**TUMWATER HIGH SCHOOL
PARCEL 56400000600**



EASEMENT AREA 1

EASEMENT AREA 2

EASEMENT AREA 3

Easements within Tumwater School District #33 Parcel 56400000600 are required as a part of Schedule 74 overhead-to-underground power line conversion. Easement areas 1 & 2 are required for transformer installation. Easement area 3 is required for conduit trenching to nearby pole. All Puget Sound Energy facilities that can be located outside of Parcel 56400000600 have been located within City right-of-way.

RETURN ADDRESS:

Puget Sound Energy, Inc.
ROW Department Attn: CEB
3130 South 38th Street
Tacoma, WA 98409

EASEMENT

REFERENCE #:

GRANTOR: TUMWATER SCHOOL DISTRICT # 33
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: TR A BLA-7284 PTN NW SE 03-17N-02W
ASSESSOR'S TAX #: 56400000600

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TUMWATER SCHOOL DISTRICT # 33, a Municipal Corporation ("Owner")**, hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property in **THURSTON** County, Washington (the "Property"):

PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-7284, AS RECORDED MAY 21, 1997 UNDER AUDITOR'S FILE NO. 9305210232 EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF TUMWATER BY DEEDS RECORDED SEPTEMBER 10, 1999 UNDER AUDITOR'S FILE NO. 3253961 AND DECEMBER 2, 2004 UNDER AUDITOR'S FILE NO. 3692396, IN THURSTON COUNTY, WASHINGTON.

Except as may be otherwise set forth herein, PSE's rights shall be exercised upon that portion of the Property the ("Easement Area") described as follows:

EASEMENT AREA 1: AN EASEMENT AREA TEN (10) FEET WIDE AND EIGHT (8) FEET DEEP WESTERLY OF THE VISITORS DRIVETHRU ENTERANCE AND INFRONT OF SCHOOL BUILDING, LYING WITHIN THE ABOVE DESCRIBED REAL PROPERTY.

EASEMENT AREA 2: AN EASEMENT AREA TEN (10) FEET WIDE AND EIGHT (8) FEET DEEP WESTERLY OF ACCESS ROAD THAT IS LOCATED EAST OF SCHOOL BUILDING, LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

EASEMENT AREA 3: AN EASEMENT AREA THAT IS TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES LOCATED AS CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED, LYING WITHIN THE ABOVE DESCRIBED REAL PROPERTY TO COVER THE EXISTING OVERHEAD LINES AND THE NEW CONNECTION.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric distribution lines; fiber optic cable and other lines, cables and facilities for

communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed of (except that PSE shall have no obligation to give Owner such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Owner shall not be entitled to compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE in connection with the initial installation of facilities on the Property.

5. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

6. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate

or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this _____ day of _____, 20____.

OWNER: **TUMWATER SCHOOL DISTRICT # 33**

BY: _____

Title: _____

STATE OF WASHINGTON)

)SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of **TUMWATER SCHOOL DISTRICT # 33** that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **TUMWATER SCHOOL DISTRICT # 33** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **TUMWATER SCHOOL DISTRICT # 33**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington,

Residing at: _____

My Appointment Expires: _____

ACTION ITEMS

- Recommended Approval of Program Suspension: Questions can be directed to Superintendent Meyer.



Dr. Carole Meyer
Interim Superintendent

621 Linwood Avenue SW Tumwater, WA 98512-6847
(360) 709-7000 www.tumwater.k12.wa.us

Capital Projects:
(360) 709-7005
Financial Services:
(360) 709-7010
Human Resources:
(360) 709-7020
Payroll/Benefits:
(360) 709-7029
Student Learning:
(360) 709-7030
Special Services:
(360) 709-7040

May 5, 2023

TO: School Board

FROM: Dr. Carole Meyer, Interim Superintendent

RE: Recommended Approval of Program Reduction

I recommend that the school board act to make the following program change for the 2023-2024 school year. Specifically, I recommend that the board suspend the Tumwater Virtual Academy (TVA) due to lack of enrollment. I also recommend that district leadership and the school board revisit and reassess the Tumwater Virtual Academy program at a date in the future.

As previously shared, the staff from Tumwater Virtual Academy will be redistributed across the district based on teacher certification and classified positions available.

BOARD OF DIRECTORS
JILL ADAMS MELISSA BEARD DARBY KAIKKONEN SCOTT KILLOUGH CASEY TAYLOR

“Continuous Student Learning in a Caring, Engaging Environment”