



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

Thursday, March 23, 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 Meeting Minutes Review**
- February 23, 2023 Regular Meeting
- 6:04pm Consent Agenda**
- Personnel Report
 - Payroll and Vouchers
 - Budget Status Report
 - Superintendent Contract
 - Financial Services – Approval to Issue 23/24 Contracts to New Employees
 - Financial Services – Changes to the Salary Schedule
 - Special Services – Approval to Advertise for Request for Proposals
 - Capital Projects – Acceptance of Contracts as Complete
 - Capital Projects – Amendment to Easements
 - Capital Projects – OSPI Asset Preservation Program
 - Littlerock Elementary School PTO Donation
- 6:05pm Recognition**
- WA State School Retirees' Association

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

"Continuous Student Learning in a Caring, Engaging Environment"

6:10pm Student Rep Reports

- Alex Loveless, BHHS
- Ameiya Brown, THS
- Lyn Hepp, CHS

6:15pm 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*)

6:45pm Reports to the Board

- Budget Update (*Melissa Richter*)
- Technology Update (*Dan Reich*)
- Transportation Update (*Dena Jordan*)
- Asset Preservation Program (*Mel Murray*)
- Data Presentation (*Shawn Batstone*)
- Social Media Litigation (*Garrett Williams, Stevens & Clay*)

7:45pm Action Items

- Recommended Approval of Resolution 06-22-23, Social Media Litigation (*Superintendent Meyer*)
- Recommended Approval of Resolution 07-22-23, JUUL Litigation Settlement (*Superintendent Meyer*)
- 2nd Reading Policy 2020, Course Design, Selection and Adoption of Instructional Materials (*Shawn Batstone*)
- 2nd Reading Policy 6022, Minimum Fund Balance (*Melissa Richter*)
- TSD/Griffin School District Cooperative Agreement for Educational Services to Students with Disabilities (*Chris Burgmeier*)

8:05pm Superintendent's Report (*Superintendent Meyer*)

8:15pm Board Committee Reports

- Legislative Update – 2023 Session (*Vice-President Kaikkonen*)
- WIAA Update (*Director Taylor*)

8:25pm Board Comments

8:40pm Adjourn Regular Meeting

***NEXT BOARD MEETING: Work Session on April 13, 2023 and
Regular Board Meeting on April 27, 2023.***

The Board may also schedule additional special or emergency meetings consistent with RCW 28A.343.380.

MEETING MINUTES

- February 23, 2023 Regular Board Meeting



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**Tumwater School District
School Board Meeting Minutes**
Location: District Office & YouTube
621 Linwood Ave. SW
Tumwater, WA 98512
February 23, 2023
6:00 pm

Board Members Present: Casey Taylor, Scott Killough, Melissa Beard, Darby Kaikkonen (virtually), Jill Adams, Dr. Carole Meyer (Secretary)

President Killough called the meeting to order at 6:00 pm and acknowledged that the Tumwater School District sits on the ancestral land of the Nisqually, Squaxin Island and Chehalis people, thanking the caretakers of the land who have lived on and continue to live on the land since time immemorial. He then asked Max Taylor to lead everyone in the flag salute.

Public Comment Reminder

- President Killough outlined how the Public Comment portion of the meeting works.

Agenda Discussion/Approval

- Agenda Changes: Superintendent Meyer shared that there were no updates to the previously published version of the agenda. The agenda was unanimously approved.

Review of Minutes

The Board has reviewed the January 26, 2023 Regular Board Meeting and February 9, 2023 Special Board Meeting minutes and there were no changes. No motion is necessary. The minutes were approved as presented.

Consent Agenda

- No motion is necessary. The Consent Agenda was unanimously approved as follows:

➤ Personnel Report:

New Hires	Position	Location	Status
Stephen Kruger	Coach	BHHS	Effective January 20, 2023
Cozian "Cozy" Jacoby	Substitute Food Service Worker	Food Services	Effective February 1, 2023

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

"Continuous Student Learning in a Caring, Engaging Environment"

Ian Mackenzie	Special Education Teacher	BLE	1.0 FTE (Continuing 2022-2023), effective February 15, 2023	TEA
Casey Reeves	Bus Driver Trainee	Transportation	Effective February 13, 2023	PSE
Chandler Barron	Bus Driver Trainee	Transportation	Effective February 13, 2023	PSE
Jesse Brewer	Skilled Mechanic	Transportation	Effective February 15, 2023	PSE
Austin Lee	Substitute Custodian	B&G	Effective February 8, 2023	PSE
Catherine Theobald	Special Education Teacher	BLE	1.0 FTE (Continuing 2022-2023), effective February 14, 2023	TEA
Stephan Derout	Safety and Security Manager	Student Learning	Effective February 17, 2023	NON-REP
Courtney Borovec	Coach	TMS	Effective February 8, 2023	N/A
Brandy McCulloch	Dispatcher	Transportation	Effective February 22, 2023	PSE
John Clark	Network Technician 1	Technology	Effective February 22, 2023	NON-REP
Jolly Monzon	Office Professional 6	BMS	Effective February 22, 2023	TOPA
Adjusted:				
Mackenzie Kuhar	Speech Language Pathologist	Special Services	Add 0.2 Super FTE for 2022-2023 2nd Semester, effective February 1, 2023	TEA
Andrew Stutzman	Evening Custodian	THS	From Substitute Custodian to Evening Custodian, effective February 13, 2023	PSE
Suzan Rixe	Teacher	LRE	From teacher to Dean of Students effective January 3, 2023 through the end of the 2022/2023 school year	TEA
Alicia Estrada	Office Professional 5	DO	From Office Professional 6 to Office Professional 5, effective November 4, 2022	TOPA
Leaves:				
Teresa Anderson	Teacher	LINCS	Leave of Absence extension, returning April 10, 2023	TEA
Hanna Phoenix	Teacher	BLE	Leave of Absence beginning June 5, 2023, returning September 1, 2023	TEA
Rhonda Winkley	Assistant Cook	THS	Leave of Absence beginning January 20, 2023, return date to be determined	PSE

Lee Giske	Counselor	LRE	Leave of Absence beginning January 31, 2023, returning September 1, 2023	TEA
Samantha Johnson	Paraprofessional	MTS	Leave of Absence beginning February 16, 2023, throughout the 2022-2023 school year	TAP
James Brigham	Custodian	BMS	Leave of Absence beginning February 13, 2023, returning March 27, 2023	PSE
Hanna Phoenix	Teacher	BLE	Leave of Absence beginning September 6, 2023, returning March 4, 2024	TEA
Ashley Lupinski	Teacher	TVA	Leave of Absence beginning February 27, 2023, returning September 1, 2023	TEA
Kimberly Lund	Office Professional	THE	Leave of Absence beginning January 30, 2023, returning March 15, 2023	TOPA
Tanya Baker	CP Manager	DO	Intermittent Leave of Absence beginning February 24, 2023, returning July 1, 2023	NON-REP
Resignations:				
Kate Ayers	Drama Director	BHHS	Effective February 6, 2023	N/A
Tiffany Wright	Office Professional 1	Student Learning	Effective February 17, 2023	TOPA
Lauretta Mahlenbrei	Bus Driver	Transportation	Effective February 1, 2023	PSE
Retirements:				
Vickie Rose-Thusing	Paraprofessional	BLE	Effective February 23, 2023	TAP
Joseph Derrig	Teacher	BHHS	Effective August 31, 2023	TEA
Christine Coe	Cook	EOE	Effective August 31, 2023	PSE
Michael Gibbons	Teacher	BHHS	Effective June 22, 2023	TEA
Kelly McNeal	Teacher	BHHS	Effective June 21, 2023	TEA
Timothy Graham	Athletic Director/Teacher	THS	Effective August 31, 2023	TEA
Judith Smith	Support Service Technician	Buildings and Grounds	Effective June 30, 2023	PSE
Co-Curricular:				
Larry Gallagher	Assistant Boys Basketball Coach	TMS	Effective January 27, 2023	N/A
Matthew Bellmer	Assistant Boys Basketball Coach	TMS	Effective January 27, 2023	N/A

Rylee Moore	Head Volleyball Coach	TMS	Effective February 8, 2023	N/A
Keilani Backholm	Assistant Volleyball Coach	TMS	Effective February 8, 2023	N/A
Annette Greeno	Assistant Volleyball Coach	TMS	Effective February 8, 2023	N/A
Tana Otton	Head Volleyball Coach	BMS	Effective February 8, 2023	N/A
Angela Borovec	Assistant Volleyball Coach	BMS	Effective February 8, 2023	N/A
Kristie Hodges	Assistant Volleyball Coach	BMS	Effective February 8, 2023	N/A
Shari Gibson	Assistant Volleyball Coach	BMS	Effective February 8, 2023	N/A
Melinda McGill	Assistant Volleyball Coach	BMS	Effective February 8, 2023	N/A
Braden Hamilton	Assistant Track Coach	BHHS	Effective February 9, 2023	N/A
Sarah McGee	Assistant Track Coach	BHHS	Effective February 15, 2023	N/A
Karlee Westby	Assistant Volleyball Coach	TMS	Effective February 14, 2023	N/A
Josh Simmons	Head Boys Tennis Coach	BHHS	Resigning effective February 16, 2023	N/A
Recommend Approval:				
Recommend approval for an Executive Assistant to the Assistant Superintendent, hourly rate at \$32.09 - \$38.79				
Recommend Approval:				
Correction to Mark Wood's retirement date as approved at the January 26, 2023, Board Meeting. The correct retirement date is February 28, 2023.				

➤ Payroll & Vouchers:

GENERAL FUND:

Payroll				
Payroll Taxes			\$	1,186,536.57
Direct Deposit			\$	3,475,208.33
Payroll Benefit Wire Transfer			\$	1,086,290.26
Accounts Payable - Payroll	72805969	to	72805976	\$ 13,077.70
Accounts Payable	72220743	to	72220752	\$ 53,340.05
Accounts Payable	72220753	to	72220774	\$ 309,650.33
Accounts Payable	72220775	to	72220795	\$ 207,229.38
Accounts Payable	72220796	to	72220805	\$ 132,454.49
Accounts Payable	72220806	to	72220823	\$ 1,104,278.07

Accounts Payable ACH		\$	244,581.80
Accounts Payable ACH		\$	147,710.26
Accounts Payable ACH		\$	272,878.98
Accounts Payable ACH		\$	562,723.85
ACH Rejection		\$	(329.16)
Voided Warrants			
Accounts Payable - COMP TAX		\$	1,116.03
TOTAL GENERAL FUND:		\$	8,796,746.94

CAPITAL PROJECTS FUND:

Accounts Payable	72012599	to	72012599	\$	26.26
Accounts Payable	72012600	to	72012602	\$	31,681.72
Accounts Payable	72012603	to	72012604	\$	3,450.00
Accounts Payable	72012605	to	72012607	\$	60,496.49
Accounts Payable ACH				\$	58,016.01
Accounts Payable ACH				\$	1,191.18
Accounts Payable ACH				\$	67,560.61
Accounts Payable ACH				\$	50,255.56
Voided Warrants					
Accounts Payable - COMP TAX					
TOTAL CAPITAL PROJECTS FUND:				\$	272,677.83

ASSOCIATED STUDENT BODY FUND:

Accounts Payable	72442136	to	72442139	\$	6,383.10
Accounts Payable	72442140	to	72442146	\$	4,090.01
Accounts Payable	72442147	to	72442147	\$	6.00
Accounts Payable	72442148	to	72442157	\$	7,004.48
Accounts Payable	72442158	to	72442158	\$	44.00
Accounts Payable ACH				\$	6,831.46
Accounts Payable ACH				\$	11,690.95
Accounts Payable ACH				\$	3,999.88
Accounts Payable ACH				\$	9,367.67
Accounts Payable ACH					
Accounts Payable - COMP TAX				\$	73.61
TOTAL ASSOCIATED STUDENT BODY FUND:				\$	49,491.16

**PRIVATE PURPOSE
FUND:**

Accounts Payable	72700581	to	72700582	\$	170.84
Accounts Payable	72700583	to	72700583	\$	39.37
Accounts Payable ACH					
Voided Warrants					
Accounts Payable - COMP TAX					

TOTAL PRIVATE PURPOSE

FUND: \$ 210.21

TRANSPORTATION
VECHILE FUND:

Accounts Payable 72900030 to 72900030

TOTAL TRANSPORTATION

VECHILE FUND: \$ -

- Budget Status Report
- Buildings and Grounds – Surplus request.
- Capital Projects Contract Award – New Market Skills Center HVAC Controls Upgrade.

Recognition

- Anthony Estrada – BHHS Wrestler, Sportsmanship Award
- Lilly Wilson – BHHS Student, Boys & Girls Club Thurston County Youth of the Year
- Abba Vandenberg-Flodstrom – BHHS Student, Lakefair Community Ambassador

Student Rep Reports

- Ameiya Brown (THS) – They are celebrating black history month; in homeroom the interactive video was successful and they put posters in their hallways. For the solo/ensemble festival, almost everyone got superior and their bassoonist went to State. She shared that their group Ignite, Women in Stem, will attend an event on March 14th Bates College in Tacoma. ASB forms are opening soon for elections.
- Alex Loveless (BHHS) – Spring sports are starting. There will be a band concert on March 1st and an orchestra concert on March 9th. For Black History month they have their arts hallway dedicated to black history. Registration for classes is starting and she also shared that they had some wrestlers go to State.
- Lyn Hepp (CHS) – There will be an art show at the end of the quarter that includes an auction. Funds go back into ASB. They have improved Wednesday speakers for more volunteer job opportunities. ASB reelected a president and vice-president. She shared that CHS had a rocky start. Last year was relaxed and laid back which she thinks led to students abusing opportunities. This year has more structure and gives her more hope for her school. Personally, she feels people are focusing and paying attention. There are more conversations and community building.

Public Comment

- Agenda and Non-Agenda Items: Becky Parsons stated that one person signed up to address the Board. James Hubbard spoke about field costs for after school activities.

Reports to the Board

- Budget Update: Melissa Richter presented.
- 1st Reading Policy 2020, Course Design, Selection and Adoption of Instructional Materials: Shawn Batstone presented.

Action Items

- Recommended Approval of Resolution 06-22-23, Social Media Litigation. Superintendent Meyer presented. It was suggested to table this discussion until more information was available.
Director Beard/Director Adams Motioned/Seconded (M/S). The board unanimously approved that the resolution will be discussed at a future meeting.

Superintendent's Report

Superintendent's Report: She shared a PGS student picture provided by Cathy Killough. Also, enrollment projection meetings are starting. She is reviewing recommendations from the Wayne Leonard executive summary and has found that many recommendations are already in place. The Facility Advisory Committee met on February 13th. Superintendent Meyer shared our new Strategic Focus document. She thanked Laurie Wiedenmeyer and Shawn Batstone for their hard work on this. She also updated the board on the district equity work. Director Kaikkonen, Ameiya and herself will be participating in the Legislative Conference and Day on the Hill – February 26th and 27th.

Board Committee Reports

- Legislative Update: She updated on Special Education and Transportation bills. She went over the schedule for several other bills that align with district priorities.
- WIAA Update: He shared that middle school basketball wrapped up. Spring sports start Monday. High school basketball, wrestling and bowling have wrapped up. Middle school girls' volleyball has started: TMS 75 and BMS 80 participants.

Board Member Comments

- Director Taylor: Thanked James Hubbard for his public comment about field use costs. He shared that he has a renewed focus on policy and budget. Feedback is very important to him and he would like to make more data driven decisions.
- Vice-President Kaikkonen: She thanked Ameiya for sharing the solo ensemble festival information; she loved it. She also judged Battle for Billy. She attended the Boys and Girls Club Thurston County Youth of the Year celebration. She visited THE and attended the BMS vs. TMS boys' basketball game.
- Director Beard: She thanked the student reps for their thoughtful participation. This is what the board has always envisioned around student voice.
- President Killough: He was inspired by Matthew Herzog. He went to every graduation or prom when he was a high school teacher. He thanked Superintendent Meyer for bringing semester graduation to our district.
- Director Adams: She shared three positives – celebration of student successes, student recognition and strong student participation. She also shared some challenges – enrollment is a national problem. She questions where the students have gone and she thinks we can do more research to find some of our lost students. Budget is a nation-wide problem with a challenging economy. If we all work together on this, we can help the district to get through it in a successful way to benefit our staff and students.

- Ameiya Brown: How can we incorporate multiple student representatives? If we change the requirements then we can have lower classman partnered with upper classman. She would like to help with the process.
- Alex Loveless: BHHS recognition was great! Educate the staff to help them to understand students more. Another thing they could do is dedicate a time in the year to focus on social media and mental health. She said this happened for her at the middle school level, but she thinks it's important to continue into high school. She thinks that student reps should be able to participate at a younger age. This would create more motivation for younger classmen to make changes at their school that would impact them.
- Lyn Hepp: She thinks that using funds for student mental and physical health which could help graduation rates. Even if there is curriculum to support, there isn't ever enough. She thinks revising this curriculum for mental health awareness would be helpful. It's important to pay attention to students in general.

Recess Regular Meeting:

With no further business coming before the Board, the Regular Board Meeting recessed at 8:18 PM for Executive Session to discuss Collective Bargaining and Negotiations per RCW 42.30.140(4)(b). The Executive Session is expected to last 15 minutes and no action will be taken. We will reconvene the meeting only to adjourn.

Reconvene Regular Meeting

- The Regular Meeting reconvened at 8:35 PM. No action was taken.

Adjourn Special Meeting

With no further business coming before the Board, the Special Board Meeting adjourned at 8:35 PM.

Recorded by:
Becky Parsons

Signed this 23rd day of March 2023.

Board Member

Board Secretary

CONSENT AGENDA

- Personnel Report: Questions can be directed to Human Resources.
- Payroll and Vouchers: Questions can be directed to Melissa Richter.
- Budget Status Report: Questions can be directed to Melissa Richter.
- Superintendent Contract
- Financial Services – Approval to Issue 23/24 Contracts to Newly Hired Staff: Questions can be directed to Melissa Richter.
- Financial Services - Changes to the Salary Schedule: Questions can be directed to Melissa Richter.
- Special Services – Approval to Advertise for Request for Proposals: Questions can be directed to Chris Burgmeier.
- Capital Projects Acceptance of Contracts as Complete – CTE Chamber’s Building Tenant Improvements and NMSC 2022 Cosmetology: Questions can be directed to Mel Murray.
- Capital Projects – Amendment to Easements for Ingress, Egress and Utilities; Vacant District Property at 8000 Verona Drive: Questions can be directed to Mel Murray.
- Capital Projects – Buildings Condition Report for OSPI Asset Preservation Program: Questions can be directed to Mel Murray.
- Littlerock Elementary School PTO Donation - \$8,142.00 to add a bottle filling station onto the 1st/2nd grade learning area so kids can have water access.



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Capital Projects:
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Carole Meyer
Superintendent

March 23, 2023

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

Preliminary

New Hires	Position	Location	Status	Group
Traci Gurley	Executive Assistant to Assistant Superintendent	Student Learning	Continuing, effective March 6, 2023	NON-REP
Brittany Ellingsen	Coach	BHHS	Effective February 27, 2023	N/A
Ryan Williamson	Paraprofessional	LINCS	One Year Only (2022-2023), effective March 1, 2023	TAP
Toni Copeland	Evening Custodian	PGS	Effective March 6, 2023	PSE
Meagan MacKenzie	Teacher	LRE	Effective February 22, 2023	TEA
Corbin Hanna	Bus Driver Trainee	Transportation	Effective March 13, 2023	PSE
Marlyn Kyle	Bus Driver Trainee	Transportation	Effective March 6, 2023	PSE
Carol Zylstra	Bus Driver Trainee	Transportation	Effective March 13, 2023	PSE
John Snyder	Coach	BHHS	Effective March 7, 2023	N/A
Samantha Reed	Bus Driver	Transportation	Effective March 9, 2023	PSE
Sarah Sons	Paraprofessional	THE	Temporary (2022-2023), effective March 9, 2023	TAP
Stacey Rongen	Paraprofessional	EOE	One Year Only (2022-2023), effective March 20, 2023	TAP
Trevor Davis	Coach	THS	Effective March 15, 2023	N/A
Adjusted:				
Michera Roos	Paraprofessional	EOE	From One Year Only to Continuing, effective February 9, 2023	TAP
Karen Kim	Paraprofessional	BLE	From 6.5 hours One Year Only to 6.0 hours Continuing, 0.5 hours One Year Only	TAP
Katie Swokowski	HR Coordinator	DO	From 0.96 FTE HR/Benefit Lead to 1.0 FTE HR Coordinator, effective April 1, 2023	NON-REP

BOARD OF DIRECTORS

MELISSA BEARD CASEY TAYLOR SCOTT KILLOUGH DARBY KAIKKONEN JILL ADAMS

"Continuous Student Learning in a Caring, Engaging Environment"

Leaves:				
Lisa Autrey	TAP	THS	Leave of Absence beginning January 20, 2023, returning February 13, 2023	TAP
Evahleigh Hedin-Baughn	TAP	TVA	Leave of Absence beginning March 1, 2023, returning March 6, 2023	TAP
Jenifer Slempp	TAP	THE	Intermittent Leave of Absence, return date to be determined	TAP
Kim Lund	Office Professional 3	THE	Leave of Absence extension, returning April 23, 2023	TOPA
Darrel Brimer	Teacher	TMS	Leave of Absence beginning February 27, 2023, returning March 6, 2023	TEA
Katie Swokowski	HR/Benefits Lead	DO	Leave of Absence beginning March 8, 2023, returning April 20, 2023	NON-REP
Elizabeth Sproul	Teacher	EOE	Leave of Absence beginning May 5, 2023, returning for the 2023-2024 school year	TEA
Resignations:				
Paige Walker	Head Volleyball Coach	BHHS	Effective February 24, 2023	N/A
Amber Harford	Bus Driver	Transportation	Effective February 28, 2023	PSE
Victor Hanna	Bus Driver	Transportation	Effective March 2, 2023	PSE
Ashley Strobl	Paraprofessional	LRE	Effective February 27, 2023	TAP
Jacob Gore	Assistant Baseball Coach	BHHS	Effective March 3, 2023	N/A
Kathleen Lee	Teacher	THE	Effective August 31, 2023	TEA
Dexter Morton	Teacher	PGS	Effective August 31, 2023	TEA
Nicole Schueneman-Dobrinski	Teacher	TMS	Partial resignation of .4 FTE effective August 31, 2023	TEA
Vanessa Walter	Teacher	TMS	Partial resignation of .4 FTE effective August 31, 2023	TEA
Rebecca Goad	Registered Nurse	Special Services	Effective March 17, 2023	TEA
Anthony Neff	Teacher	TVA	Partial resignation of .3 FTE effective June 30, 2023	TEA
Retirements:				
Sherry Taylor	Paraprofessional	PGS	Effective August 31, 2023	TAP
Terminations:				
Kevin Kriss	Bus Driver	Transportation	Probationary termination effective	PSE
Crystal Piper	Bus Driver	Transportation	Probationary termination effective February 27, 2023	PSE
Robert Forgey	Bus Driver	Transportation	Termination effective February 27, 2023	PSE
Joshua Simkins	Bus Driver	Transportation	Termination effective February 27, 2023	PSE
Michael Willson	Bus Driver	Transportation	Termination effective February 27, 2023	PSE
Michelle Mageo	Paraprofessional	THS	Termination effective February 23, 2023	TAP

Co-Curricular:			
Josh Simmons	Head Boys Tennis Coach	BHHS	Resigning effective February 16, 2023
Samuel Claridge	Head Track Coach	BHHS	Effective February 28, 2023
Melissa Stussy	IGNITE Stipend	THS	Effective February 24, 2023
Joshua Dube	Assistant Track Coach	BMS	Effective March 13, 2023

Tumwater School District

Affidavit covering payment of payroll, invoices, and voids for General Fund, Capital Projects Fund,
Associated Student Body Fund, Private Purpose Trust Fund and Transportation Vehicle Fund for
the month of February 2023.

DATE: March 23, 2023

THIS IS TO CERTIFY, under penalty of perjury, that the undersigned has examined the attached vouchers and payroll, and that each of the invoices and vouchers were duly certified to have been received and checked as to price and quantity and have been duly certified by the claimant, as required by law; that the extensions and additions of said invoices and vouchers have been checked by Financial Services Office staff and were found to be correct.

Melissa Richter, Executive Director of Financial Services

THIS IS TO CERTIFY that the warrants and electronic transfers of the Tumwater School District No. 33, Thurston County, Washington, as listed below, have been allowed by the School Board of this district.

FUND NAME	WARRANTS (INCLUSIVE)	AMOUNT
GENERAL FUND:		
Payroll		
Payroll Taxes		\$ 1,255,419.81
Direct Deposit		\$ 3,697,155.40
Payroll Benefit Wire Transfer		\$ 1,113,558.43
Accounts Payable - Payroll	72805977 to 72805988	\$ 17,561.52
Accounts Payable	72220824 to 72220847	\$ 179,696.26
Accounts Payable	72220848 to 72220848	\$ 329.16
Accounts Payable	72220849 to 72220849	\$ 70.00
Accounts Payable	72220850 to 72220880	\$ 194,575.55
Accounts Payable	72220881 to 72220901	\$ 136,626.74
Accounts Payable	72220902 to 72220920	\$ 1,128,957.53
Accounts Payable	72220921 to 72220948	\$ 200,098.73
Accounts Payable	72220949 to 72220852	\$ 747.68
Accounts Payable	72220964 to 72220964	\$ 424.95
Accounts Payable ACH		\$ 74,391.30
Accounts Payable ACH		\$ 29,268.16
Accounts Payable ACH		\$ 115,067.63
Accounts Payable ACH		\$ 243,205.72
Accounts Payable ACH		\$ 342,663.15
ACH Rejection		
Voided Warrants		
Accounts Payable - COMP TAX		\$ 3,327.29
TOTAL GENERAL FUND:		\$ 8,733,145.01

CAPITAL PROJECTS FUND:		
Accounts Payable	72012608 to 72012608	\$ 1,260.00
Accounts Payable	72012609 to 72010611	\$ 81,260.88
Accounts Payable		
Accounts Payable ACH		\$ 53,998.46
Accounts Payable ACH		\$ 252.35
Accounts Payable ACH		\$ 170,913.75
Accounts Payable ACH		\$ 35,306.11
Voided Warrants		
Accounts Payable - COMP TAX		
TOTAL CAPITAL PROJECTS FUND:		\$ 342,991.55

ASSOCIATED STUDENT BODY FUND:		
Accounts Payable	72442159 to 72442163	\$ 1,545.22
Accounts Payable	72442164 to 72442165	\$ 1,095.00
Accounts Payable	72442166 to 72442166	\$ 352.00
Accounts Payable	72442167 to 72442170	\$ 3,618.00
Accounts Payable	72442171 to 72442172	\$ 818.42
Accounts Payable ACH		\$ 11,031.25
Accounts Payable ACH		\$ 4,668.70
Accounts Payable ACH		\$ 3,712.09
Accounts Payable ACH		\$ 4,652.90
Accounts Payable ACH		
Accounts Payable - COMP TAX		\$ 23.46
TOTAL ASSOCIATED STUDENT BODY FUND:		\$ 31,517.04

PRIVATE PURPOSE FUND:		
Accounts Payable	to	
Accounts Payable	to	
Accounts Payable ACH		
Voided Warrants		
Accounts Payable - COMP TAX		
TOTAL PRIVATE PURPOSE FUND:		\$ -

TRANSPORTATION VEHICLE FUND:		
Accounts Payable	to	
TOTAL TRANSPORTATION VEHICLE FUND:		\$ -

Board of Directors of Tumwater School District No. 33

I, Carole Meyer, being duly sworn, depose and say: That I am the Secretary to the Board of Tumwater School District No. 33, Thurston County, Washington, and that the above signatories are personally known to me and have signed these statements in my presence.

Carole Meyer, Secretary to the Board



Tumwater School District

Dr. Carole Meyer
Projects:
Interim Superintendent
709-7005

621 Linwood Avenue SW Tumwater, WA 98512-6847

(360) 709-7000 www.tumwater.k12.wa.us

Capital

(360)

TO: School Board Superintendent

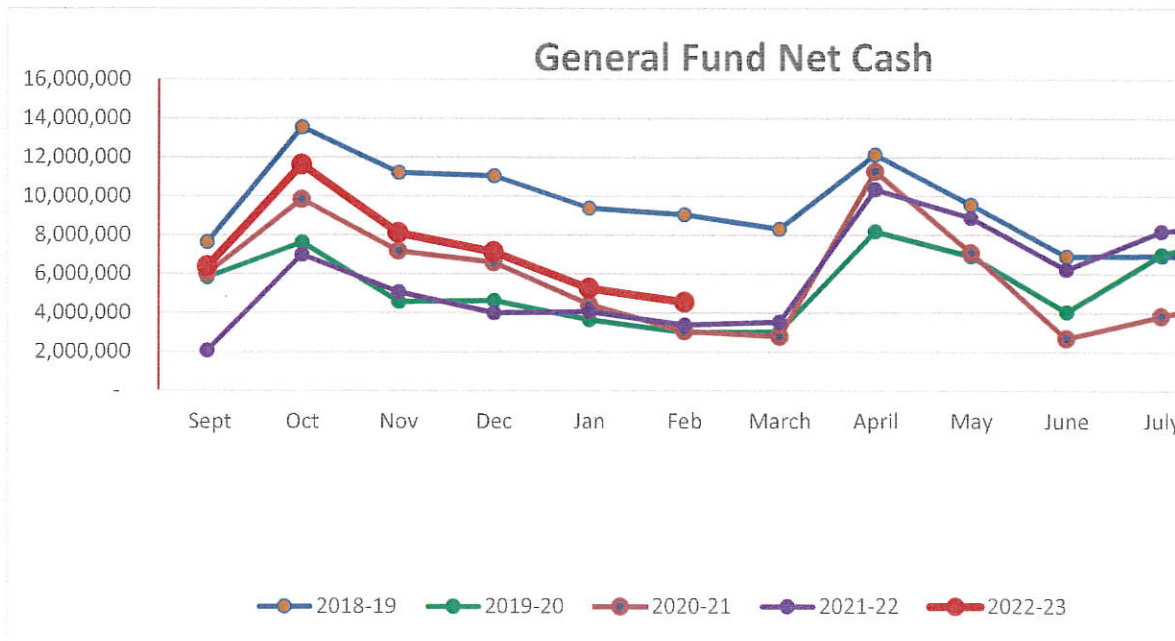
FROM: Melissa Richter, Executive Director of Financial Services

**RE: Budget Status Reports for February 2023
Updated Cash and Fund Balance Status for February 2023
Enrollment Update February 2023**

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

Budget Status Reports - Attached are the Budget Status reports for February 2023 for all five operating funds (General Fund, Capital Projects Fund, Debt Service Fund, ASB Fund and Transportation Vehicle Fund).

General Fund Net Cash Balance (cash less warrants outstanding): The following graph shows the district's net cash balance for the periods 2018-19 through February 2023, which includes the cash balance of New Market Skill Center **(1,632,413.40)**.

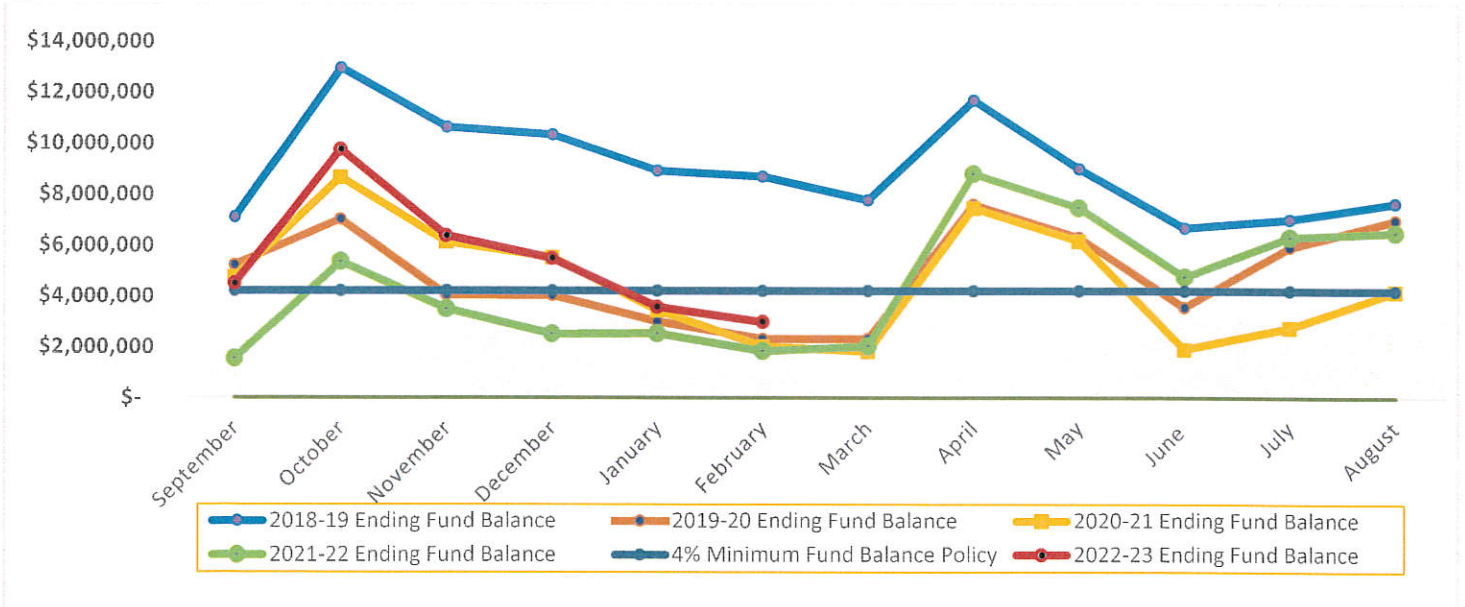


“Continuous Student Learning in a Caring, Engaging Environment”

General Fund – Fund Balance (Excluding Skills Center):

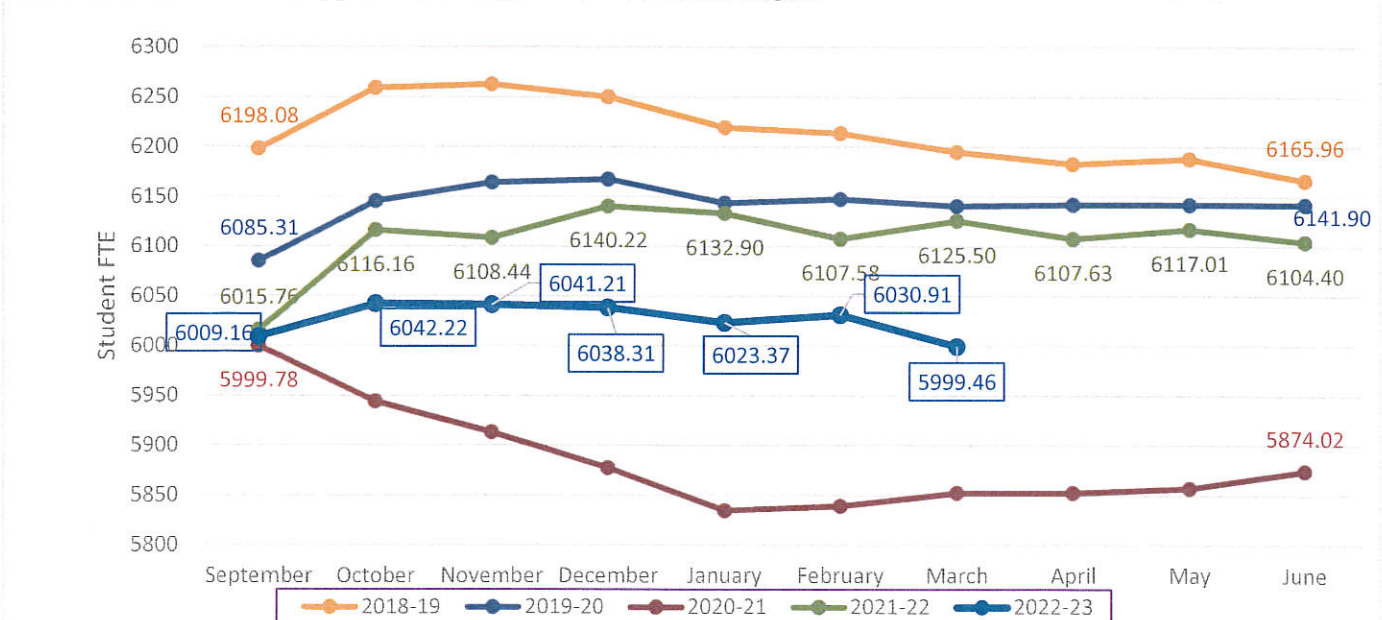
The following chart shows TSD fund balance history as of 02/28/23. The straight line is showing the minimum fund balance policy of 4% of total budgeted expenditures for the 22-23 school year which is \$4,197,960.

The fund balance for the district is: \$4,554,524.74 which includes \$1,632,413.40 for Skills Center, leaving our ending fund balance as of 02/28/23 at \$2,992,111.34.



Enrollment Update

The following shows student enrollment for the past four years, updated with March counts as of 03/10/23. These numbers include K-12 Basic Education and ALE and exclude NMSC/RS/OD. We budgeted for an Average Annual FTE (AAFTE) of 6095.12 for funding purposes. Our AAFTE for the month of March reporting was 5999.46, approximately 95.66 FTE under budget.



10--General Fund-- FUND BALANCE -- SPI ACCOUNTS -- Original -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)

For the TUMWATER SCHOOL DISTRICT NO 33 School District for the Month of February, 2023

A. REVENUES/OTHER FIN. SOURCES	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 LOCAL TAXES	18,184,513	430,663.32	8,499,380.75		9,685,132.25	46.74
2000 LOCAL SUPPORT NONTAX	1,774,821	104,813.38	497,579.99		1,277,241.01	28.04
3000 STATE, GENERAL PURPOSE	64,123,553	5,685,571.33	30,689,051.19		33,434,501.81	47.86
4000 STATE, SPECIAL PURPOSE	15,100,203	1,376,357.40	7,188,103.97		7,912,099.03	47.60
5000 FEDERAL, GENERAL PURPOSE	50,000	.00	9,979.52		40,020.48	19.96
6000 FEDERAL, SPECIAL PURPOSE	5,850,810	387,268.67	1,761,843.04		4,088,966.96	30.11
7000 REVENUES FR OTH SCH DIST	8,000	46,130.21	54,934.94		46,934.94-	686.69
8000 OTHER AGENCIES AND ASSOCIATES	100,550	.00	15,423.00		85,127.00	15.34
9000 OTHER FINANCING SOURCES	0	.00	.00		.00	0.00
<u>Total REVENUES/OTHER FIN. SOURCES</u>	105,192,450	8,030,804.31	48,716,296.40		56,476,153.60	46.31
B. EXPENDITURES						
00 Regular Instruction	55,897,564	4,501,996.18	28,123,361.01	24,342,541.70	3,431,661.29	93.86
10 Federal Stimulus	761,842	119,203.83	305,702.82	663,584.58	207,445.40-	127.23
20 Special Ed Instruction	13,639,784	1,185,138.88	6,900,430.96	7,249,061.45	509,708.41-	103.74
30 Voc. Ed Instruction	4,835,433	345,225.93	2,038,925.34	1,895,921.27	900,586.39	81.38
40 Skills Center Instruction	4,511,081	452,150.94	2,466,118.02	845,924.78	1,199,038.20	73.42
50+60 Compensatory Ed Instruct.	4,209,476	289,734.54	1,667,298.60	1,429,326.97	1,112,850.43	73.56
70 Other Instructional Pgms	307,476	38,764.85	193,488.18	121,983.90	7,996.08-	102.60
80 Community Services	632,492	52,753.15	316,726.73	299,912.28	15,852.99	97.49
90 Support Services	20,153,866	1,744,189.92	11,139,206.91	8,325,454.92	689,204.17	96.58
<u>Total EXPENDITURES</u>	104,949,014	8,729,158.22	53,151,258.57	45,173,711.85	6,624,043.58	93.69
C. <u>OTHER FIN. USES TRANS. OUT (GL 536)</u>	0	.00	.00			
D. <u>OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
E. <u>EXCESS OF REVENUES/OTHER FIN. SOURCES</u> <u>OVER (UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	243,436	698,353.91-	4,434,962.17-		4,678,398.17-	< 1000-
F. <u>TOTAL BEGINNING FUND BALANCE</u>	5,571,346		8,989,486.91			
G. <u>G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXXXX		.00			
H. <u>TOTAL ENDING FUND BALANCE</u> <u>(E+F + OR - G)</u>	5,814,782		4,554,524.74			

I. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	4,930	4,930.00
G/L 815 Restrict Unequalized Deduct Rev	0	.00
G/L 821 Restrictd for Carryover	50,000	870,544.88
G/L 825 Restricted for Skills Center	758,063	1,632,413.40
G/L 828 Restricted for C/O of FS Rev	0	.00
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restrictd For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prapd Itms	300,000	1,016,262.36
G/L 845 Restricted for Self-Insurance	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 872 Committed to Econmc Stabilizatr	0	.00
G/L 875 Assigned Contingencies	0	.00
G/L 884 Assigned to Other Cap Projects	0	.00
G/L 888 Assigned to Other Purposes	363,580-	71,996.16
G/L 890 Unassigned Fund Balance	1,235,570	2,218,822.62-
G/L 891 Unassigned Min Fnd Bal Policy	3,829,799	3,177,200.56
<u>TOTAL</u>	5,814,782	4,554,524.74

20--Capital Projects-- FUND BALANCE -- SPI ACCOUNTS -- Original -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)

For the TUMWATER SCHOOL DISTRICT NO 33 School District for the Month of February, 2023

<u>A. REVENUES/OTHER FIN. SOURCES</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL FOR MONTH</u>	<u>ACTUAL FOR YEAR</u>	<u>ENCUMBRANCES</u>	<u>BALANCE</u>	<u>PERCENT</u>
1000 Local Taxes	5,297,435	132,845.96	2,350,094.16		2,947,340.84	44.36
2000 Local Support Nontax	850,000	23,662.24	352,338.48		497,661.52	41.45
3000 State, General Purpose	0	25,500.92	88,685.40		88,685.40-	0.00
4000 State, Special Purpose	3,451,450	.00	37,661.00		3,413,789.00	1.09
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
7000 Revenues Fr Oth Sch Dist	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
<u>Total REVENUES/OTHER FIN. SOURCES</u>	9,598,885	182,009.12	2,828,779.04		6,770,105.96	29.47
<u>B. EXPENDITURES</u>						
10 Sites	2,300,000	73,620.35	103,129.33	10,569.10	2,186,301.57	4.94
20 Buildings	5,700,000	76,842.46	624,925.71	1,336,828.52	3,738,245.77	34.42
30 Equipment	1,610,000	192,528.74	961,973.67	754,377.93	106,351.60-	106.61
40 Energy	0	.00	2,380.88	0.00	2,380.88-	0.00
50 Sales & Lease Expenditure	0	.00	.00	0.00	.00	0.00
60 Bond Issuance Expenditure	0	.00	1,920.00	2,040.00	3,960.00-	0.00
90 Debt	0	.00	.00	0.00	.00	0.00
<u>Total EXPENDITURES</u>	9,610,000	342,991.55	1,694,329.59	2,103,815.55	5,811,854.86	39.52
<u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	0	.00	.00			
<u>D. OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
<u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES OVER (UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	11,115-	160,982.43-	1,134,449.45		1,145,564.45	< 1000-
<u>F. TOTAL BEGINNING FUND BALANCE</u>	6,740,000		7,796,757.94			
<u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	XXXXXXXXXX		.00			
<u>H. TOTAL ENDING FUND BALANCE (E+F + OR - G)</u>	6,728,885		8,931,207.39			

I. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	0	.00
G/L 825 Restricted for Skills Center	110,000	197,447.89
G/L 830 Restricted for Debt Service	0	.00
G/L 835 Restricted For Arbitrage Rebate	0	.00
G/L 840 Nonspnd FB - Invent/Prepd Itms	0	.00
G/L 850 Restricted for Uninsured Risks	0	.00
G/L 861 Restricted from Bond Proceeds	0	.00
G/L 862 Committed from Levy Proceeds	971,857	2,051,578.76
G/L 863 Restricted from State Proceeds	930,000	2,944,010.28
G/L 864 Restricted from Fed Proceeds	0	.00
G/L 865 Restricted from Other Proceeds	250,000	266,648.77
G/L 866 Restricted from Impact Proceeds	2,400,000	2,626,583.41
G/L 867 Restricted from Mitigation Fees	990,000	770,455.06
G/L 869 Restricted fr Undistr Proceeds	0	.00
G/L 870 Committed to Other Purposes	0	.00
G/L 889 Assigned to Fund Purposes	1,077,028	74,483.22
G/L 890 Unassigned Fund Balance	0	.00
<u>TOTAL</u>	6,728,885	- 8,931,207.39

30--Debt Service Fund-- FUND BALANCE -- SPI ACCOUNTS -- Original -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)

For the TUMWATER SCHOOL DISTRICT NO 33 School District for the Month of February, 2023

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES/OTHER FIN. SOURCES						
1000 Local Taxes	11,414,285	280,708.87	5,244,327.62		6,169,957.38	45.95
2000 Local Support Nontax	50,000	5,870.67	52,766.63		2,766.63-	105.53
3000 State, General Purpose	0	53,522.15	193,336.90		193,336.90-	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
Total REVENUES/OTHER FIN. SOURCES	11,464,285	340,101.69	5,490,431.15		5,973,853.85	47.89
B. EXPENDITURES						
Matured Bond Expenditures	7,445,000	.00	7,445,000.00	0.00	.00	100.00
Interest On Bonds	3,491,425	.00	1,838,775.00	0.00	1,652,650.00	52.67
Interfund Loan Interest	0	.00	.00	0.00	.00	0.00
Bond Transfer Fees	200,000	.00	1,200.00	0.00	198,800.00	0.60
Arbitrage Rebate	0	.00	.00	0.00	.00	0.00
Underwriter's Fees	0	.00	.00	0.00	.00	0.00
Total EXPENDITURES	11,136,425	.00	9,284,975.00	0.00	1,851,450.00	83.37
C. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. EXCESS OF REVENUES/OTHER FIN.SOURCES OVER (UNDER) EXPENDITURES (A-B-C-D)						
	327,860	340,101.69	3,794,543.85-		4,122,403.85-	< 1000-
F. TOTAL BEGINNING FUND BALANCE	8,400,000		8,652,433.94			
G. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)	XXXXXXXX		.00			
H. TOTAL ENDING FUND BALANCE (E+F + OR - G)	8,727,860		4,857,890.09			
I. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted for Other Items	0		929,869.09			
G/L 830 Restricted for Debt Service	8,727,860		1,653,533.13			
G/L 835 Restrictd For Arbitrage Rebate	0		.00			
G/L 870 Committed to Other Purposes	0		.00			
G/L 889 Assigned to Fund Purposes	0		2,274,487.87			
G/L 890 Unassigned Fund Balance	0		.00			
TOTAL	8,727,860		4,857,890.09			

40--Associated Student Body Fund-- FUND BALANCE -- SPI ACCOUNTS -- Original -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)

For the TUMWATER SCHOOL DISTRICT NO 33 School District for the Month of February, 2023

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES						
1000 General Student Body	666,840	20,098.94	215,306.77		451,533.23	32.29
2000 Athletics	443,550	34,817.92	180,530.83		263,019.17	40.70
3000 Classes	130,235	.00	1,970.00		128,265.00	1.51
4000 Clubs	182,314	4,255.36	43,245.00		139,069.00	23.72
6000 Private Moneys	30,150	1,987.94	13,349.93		16,800.07	44.28
Total REVENUES	1,453,089	61,160.16	454,402.53		998,686.47	31.27
B. EXPENDITURES						
1000 General Student Body	591,182	11,572.38	70,329.31	5,115.75	515,736.94	12.76
2000 Athletics	482,240	8,549.60	162,679.17	24,420.47	295,140.36	38.80
3000 Classes	120,670	.00	1,410.92	0.00	119,259.08	1.17
4000 Clubs	198,944	10,945.06	45,310.54	839.34	152,794.12	23.20
6000 Private Moneys	44,750	450.00	10,179.30	0.00	34,570.70	22.75
Total EXPENDITURES	1,437,786	31,517.04	289,909.24	30,375.56	1,117,501.20	22.28
C. EXCESS OF REVENUES						
OVER (UNDER) EXPENDITURES (A-B)	15,303	29,643.12	164,493.29		149,190.29	974.91
D. TOTAL BEGINNING FUND BALANCE						
	785,000		761,136.92			
E. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)						
	XXXXXXXXXX		.00			
F. TOTAL ENDING FUND BALANCE						
	800,303		925,630.21			
C+D + OR - E)						
G. ENDING FUND BALANCE ACCOUNTS:						
G/L 810 Restricted for Other Items	785,000		16,075.00			
G/L 819 Restricted for Fund Purposes	15,303		872,875.08			
G/L 840 Nonspnd FB - Invent/Prepd Itms	0		36,680.13			
G/L 850 Restricted for Uninsured Risks	0		.00			
G/L 870 Committed to Other Purposes	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
TOTAL	800,303		925,630.21			

90--Transportation Vehicle Fund-- FUND BALANCE -- SPI ACCOUNTS -- Original -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)

For the TUMWATER SCHOOL DISTRICT NO 33 School District for the Month of February, 2023

<u>A. REVENUES/OTHER FIN. SOURCES</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL FOR MONTH</u>	<u>ACTUAL FOR YEAR</u>	<u>ENCUMBRANCES</u>	<u>BALANCE</u>	<u>PERCENT</u>
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Nontax	3,000	623.67	3,956.61		956.61-	131.89
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	500,000	.00	.00		500,000.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
<u>A. TOTAL REV/OTHER FIN.SRCS (LESS TRANS)</u>	503,000	623.67	3,956.61		499,043.39	0.79
<u>B. 9900 TRANSFERS IN FROM GF</u>	0	.00	.00		.00	0.00
<u>C. Total REV./OTHER FIN. SOURCES</u>	503,000	623.67	3,956.61		499,043.39	0.79
<u>D. EXPENDITURES</u>						
Type 30 Equipment	600,000	.00	.00	0.00	600,000.00	0.00
Type 40 Energy	0	.00	.00	0.00	.00	0.00
Type 60 Bond Levy Issuance	0	.00	.00	0.00	.00	0.00
Type 90 Debt	0	.00	.00	0.00	.00	0.00
<u>Total EXPENDITURES</u>	600,000	.00	.00	0.00	600,000.00	0.00
<u>E. OTHER FIN. USES TRANS. OUT (GL 536)</u>	0	.00	.00			
<u>F. OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
<u>G. EXCESS OF REVENUES/OTHER FIN SOURCES OVER (UNDER) EXP/OTH FIN USES (C-D-E-F)</u>	97,000-	623.67	3,956.61		100,956.61	104.08-
<u>H. TOTAL BEGINNING FUND BALANCE</u>	667,875		642,039.06			
<u>I. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXX		.00			
<u>J. TOTAL ENDING FUND BALANCE (G+H + OR - I)</u>	570,875		645,995.67			
<u>K. ENDING FUND BALANCE ACCOUNTS:</u>						
G/L 810 Restricted For Other Items	0		.00			
G/L 819 Restricted for Fund Purposes	570,875		645,995.67			
G/L 830 Restricted for Debt Service	0		.00			
G/L 835 Restrictd For Arbitrage Rebate	0		.00			
G/L 850 Restricted for Uninsured Risks	0		.00			
G/L 889 Assigned to Fund Purposes	0		.00			
G/L 890 Unassigned Fund Balance	0		.00			
<u>TOTAL</u>	570,875		645,995.67			

***** End of report *****

**TUMWATER SCHOOL DISTRICT
SUPERINTENDENT CONTRACT**

This Agreement is entered into by and between the Board of Directors, hereinafter called the "Board" of the Tumwater School District #33, Thurston County, Washington hereinafter called the "District" and **Kevin Bogatin**, herein after called the "Superintendent". The Board, in accordance with its action at its official meeting on the 9th day of March, 2023, has and does hereby employ Kevin Bogatin as Superintendent.

WHEREAS, the District and the Superintendent desire to enter into a contract whereby the Superintendent will perform service as such for the District for a period of three (3) years, commencing July 1, 2023 through June 30, 2026, on terms and conditions acceptable to both parties; and

WHEREAS, the contract shall include not less than 260 days per year including fourteen (14) paid holidays and twenty-five (25) paid vacation days for an actual work year of at least 221 work days; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein after contained, the parties agree as follows:

EMPLOYMENT: In consideration of an annual base salary of \$210,00 for the period of July 1, 2023 through June 30, 2026, the Superintendent agrees to faithfully perform the duties of the Superintendent of the School District as prescribed by the laws of the State of Washington and by the policies, rules and regulations made there under by the Board, the State Superintendent of Public Instruction, and the State Board of Education. The annual salary shall be paid in twelve (12) monthly installments in accordance with the rules and regulations of the Board. The annual salary for subsequent years of this contract shall, at a minimum, be increased by the percentage inflationary increase for non-supervisory certificated staff. Any salary adjustment beyond the minimum increase outlined herein will be agreed upon by the Board and the Superintendent, and documented in the form of a written addendum to this contract.

It is agreed that in the event the Superintendent desires to resign from employment with the District, the Superintendent shall provide the Board with a written notice of his intent to resign and that the stated date of resignation will not be less than six (6) months from the date the notice is provided to the Board.

MOVING ALLOWANCE: The Superintendent will receive reimbursement of relocation and moving expenses up to \$10,000. Receipts for requested reimbursements must be submitted to the Executive Director of Financial Services. All reimbursement requests must be submitted by December 31, 2024.

DISCHARGE: The Superintendent agrees to devote his/her time, skill, labor and attention to the duties of the Superintendent of the School District. During the term of this agreement, the Superintendent will be subject to discharge for cause, provided, however, that the Board shall comply with conditions of the contract and applicable provisions provided by Washington State law.

ORGANIZATION OF STAFF: Subject to Board approval, the Superintendent will have complete freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his/her judgment, best serves the school district. The responsibility for selection of personnel shall be vested in the Superintendent subject to approval by the Board.

COMPLAINTS, CRITICISMS: The Board, individually and collectively, will refer promptly all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

PROFESSIONAL DEVELOPMENT: The Superintendent shall continue his/her professional development and may participate in relevant learning experiences, including attending professional meetings at the local, state and national levels. Such training at the state and national level must be approved by the Board President. Travel expenses associated with such approved state and national meetings will be reimbursed in accordance with District policy.

PROFESSIONAL DUTIES, CIVIC ORGANIZATION DUES: The District shall pay dues and association fees for the Superintendent's membership in the Washington Association of School Administrators, the American Association of School Administrators, and such other professional groups or associations specifically approved by the Board.

SICK LEAVE: The Superintendent shall be granted twelve (12) days of paid sick leave each year for illness, injury and emergencies to be used pursuant to District Policy and law. Sick leave shall be eligible for buy-back as provided by state law and if permitted for other employees of the school district. It is understood that the Superintendent has a statutory right to transfer into the District any unused sick leave that he/she may have accumulated in other public-school districts in the State of Washington.

VACATION: The Superintendent shall be entitled to twenty-five (25) days of paid vacation per contract year. Unused vacation days may be carried into the next contract year; provided, any vacation accumulation greater than 40 days as of June 30 of each year is forfeited. At the time of resignation, retirement or termination the maximum accumulation that will be paid is thirty (30) days. The cash-out value will then be at the per diem rate at the time of cash-out which will be calculated at the current salary divided by 221 work days.

It is the intent of the parties that this provision will not result in any excess compensation as defined by RCW 41.50.152 and the regulations of the state Department of Retirement Systems. If at the time of retirement or resignation it is determined that the implementation of this provision would result in excess compensation, the District will cash out the maximum amount of leave allowable without triggering excess compensation liability for the District.

Vacation days shall be taken at reasonable time and the Board President shall be notified in advance of the particular time vacation days will be used and if the Superintendent intends to carry vacation days into the next contract year.

BENEFITS: The Superintendent will be provided with the same insurance benefits as are made available by the Board to other certified administrators of the District.

The Superintendent shall receive the same annual allowance for the purpose of maintaining communication with the district as are made available by the Board to other certificated administrators of the District.

The Superintendent shall receive the same professional development resources as are made available by the Board to other certificated administrators of the District.

The Superintendent shall receive a \$600 monthly allowance for use of his personal vehicle for in-district travel or travel within a 40-mile one-way range from the District Office.

RESIDENCY REQUIREMENT: It is required that the Superintendent maintain his/her personal residence within the boundaries of the Tumwater School District.

EVALUATION: The Board and Superintendent will meet to outline goals and performance expectations prior to the beginning of the school year. The Board shall provide the Superintendent with quarterly opportunities to discuss job performance. The Superintendent shall receive a formal written evaluation by June 1 of the first year of the contract and by March 1 of each year thereafter. It shall be the responsibility of the superintendent to place this matter on the Board's agenda by May 15 of each fiscal/school year during the duration of the contract.

INDEMNIFICATION: The Board agrees, as a further condition of this Agreement, that it will defend, hold harmless and indemnify the Superintendent, and to the extent allowed by law, his/her community property, from any and all third party demands, claims, suits, actions, damages, costs, charges and expenses, including court costs and attorney's fees; provided that the incident out of which such demands, claims, suits, actions, damages, costs, charges and expenses arise has occurred while the Superintendent is acting within the scope of his/her employment and during the good faith performance of his/her contract.

CONTRACT EXTENSIONS: Upon a successful yearly evaluation of the Superintendent by the Board, the Superintendent's contract shall be extended by one year, unless otherwise notified by the board in writing to not extend the contract further than the current termination date. The evaluation process shall be completed by June 1 of the first year of the contract and by March 1 of each year thereafter. It shall be the responsibility of the Superintendent to place this matter on the Board's agenda in December or January of each fiscal/school year during the duration of the contract. If the Board offers a contract extension to the Superintendent, and the Superintendent agrees to the extension, a contract addendum for that purpose will be executed by the parties.

SAVINGS CLAUSE: If any provision of this contract should be found contrary to law, the remainder of the contract shall continue in effect.

This contract represents the total agreement between the parties regarding the employment of the Superintendent by the Board, replaces any former agreements, and there are no verbal agreements which modify its terms.

ACCEPTED this _____ day of _____ 2023.

THE BOARD OF DIRECTORS

SUPERINTENDENT

Scott Killough, Board President

Kevin Bogatin

Darby Kaikkonen, Board Vice-President

Casey Taylor, Director

Jill Adams, Director

Melissa Beard, Director



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

**TO: School Board
Superintendent**

FROM: Melissa Richter, Executive Director of Financial Services

RE: 23-24 Contract for New Employees

The Finance and HR Departments are requesting approval to issue 23/24 SY Contracts to New Employees.

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

"Continuous Student Learning in a Caring, Engaging Environment"



Dr. Carole Meyer
Interim Superintendent

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Special Services:
(360) 709-7040

**TO: School Board
Superintendent**

FROM: Melissa Richter, Executive Director of Financial Services

RE: Changes to the Salary Schedule

The Tumwater School District 22-23 Salary Schedule for the Non-Rep group has been revised. Please see the table below.

NON-REP DISTRICT SUPPORT STAFF - BA 5/26/2022		Sub 94	Step 1	Step 2	Step 3	Step 4 (10 yrs)
20	Superintendent's Executive Assistant (FLSA Exempt)		73,349	77,669	81,989	86,309
20	Superintendent's Executive Assistant (FLSA Exempt)		77,669	81,989	86,309	
20	Payroll – Specialist	24.66	29.01	30.60	32.18	33.76
20	Benefits Coordinator	24.81	29.19	32.04	35.14	36.39
20	Benefits Coordinator	29.04	34.17	35.75	38.39	39.36
20	Payroll Coordinator	29.04	34.17	35.75	38.39	39.36
20	Administrative Assistant – Student Learning	24.62	28.96	31.79	34.89	36.10
20	Benefit/Human Resources Lead	37.73	44.39	45.39	46.39	47.39
20	Human Resources Coordinator - Hired after Oct. 1, 2019	29.04	34.17	35.75	38.39	39.36
20	Labor Relations Coordinator	29.04	34.17	35.75	38.39	39.36
20	Human Resources Specialist II	24.74	29.11	30.80	35.23	36.20
20	Human Resources Specialist I	22.19	26.10	28.21	30.32	32.44
20	Human Resources: \$2.00/hr differential for duties outside of current level					

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

“Continuous Student Learning in a Caring, Engaging Environment”



Memo

To: Dr. Carole Meyer, Interim Superintendent and Board of Directors

From: Chris Burgmeier

cc: Special Services and Business/Financial Services

Date: March 2, 2023

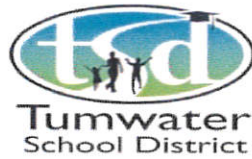
Re: Approval to advertise for Request for Proposals

Acceptance of Bid/RFP Proposal – (Permission to Advertise)

The District identified services that will be required for Special Education and to ensure compliance with State and Federal contracting regulations. It was determined that we need to request an RFP for the following services that the District may need.

Special Services Contracted Services RFP – This is a request for proposals for contract services of Physical Therapists, Occupational Therapists, Speech and Language Pathologists, Sign Language Interpreters, Substitute Sign Language Interpreters, Teachers of Visual Impairments, Teachers of Deaf and Hard of Hearing, School Psychologists, Audiologists, Behavior Specialists (including, but not limited to BCBA and ABA), Emotional Behavioral Disorder Teachers, Autism Spectrum Disorder Teachers, Special Education Teachers, social workers, school nurses, and school counselors for the 2023-2026 school years to serve its students when the District is unable to directly hire employees in these roles.

The first advertising would begin on March 27, 2023.
Bid opening is planned for April 10, 2023.



DATE: March 23, 2023
TO: Tumwater School District Board of Directors
FROM: Mel Murray, Director of Facilities
SUBJECT: Consent Agenda:
Acceptance of Contracts as Complete

All work has been completed and closeout documents submitted per the contract for the projects listed below.

Board acceptance of these contracts as complete will allow us to notify State agencies of the completion and start the 60-day waiting period for payment of the retainage required on public works projects.

CTE Chamber's Building Tenant Improvements

Airport Glass

Initial Contract	\$63,364.00
Change Orders	<u>\$ 7,763.80</u>
Contract Total	\$71,127.80
Retainage 10%	\$ 7,112.28

NMSC 2022 Cosmetology

Adroit Contractors Inc.

Initial Contract	\$169,065.00
Change Orders	<u>\$ -15,577.41</u>
Contract Total	\$153,487.59
Retainage 5%	\$ 7,674.38



***** MEMO *****

DATE: March 17, 2023

TO: Tumwater School District Board of Directors

FROM: Mel Murray, Director of Facilities

**Consent Agenda
Amendment to Easements for Ingress, Egress and Utilities
Vacant District Property at 8000 Veronna Drive**

Tumwater School District purchased 20.84 acres in 2011 for a future middle school from the owner of the development known as Sienna 2. Until both the Sienna 1 and Sienna 2 developments were completed the only access to the site except would be across the remaining private land of the seller. It was always anticipated the development would be built before a new school would be built and access to school would be via public streets.

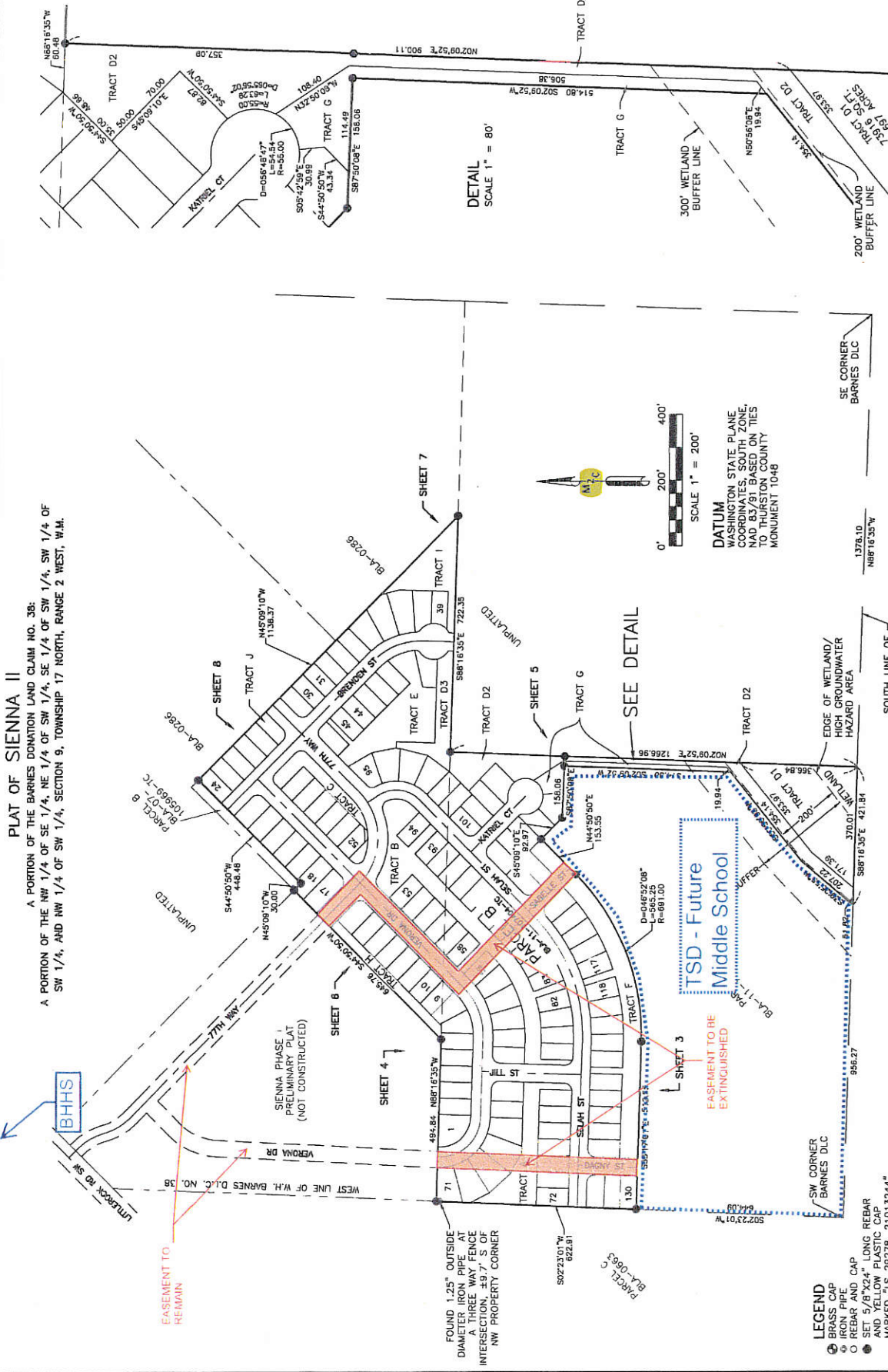
In case one or both Sienna 1 and Sienna 2 were never completed and public streets and utilities were not built, easements across those properties were granted by the seller. This allows TSD to build roads and install water, sewer, power, etc. in the easements to connect a new school site to Littlerock Road before the developments were built.

The current owner of Sienna 2 is nearing completion of the residential plat and will soon apply for final plat approval. This will create the individual lots for houses and dedicate the streets and utilities for public use including TSD. In order for the streets to be dedicated, the easements owned by TSD need to be extinguished. This was stated in the purchase and sale agreement.

The amendment extinguishes the easements across Sienna 2. Since Sienna 1 is not built yet, the easements across that parcel will remain until it reaches final plat approval and the remaining Sienna 1 easements will be extinguished.

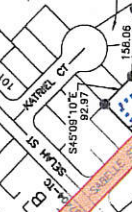
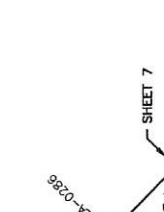
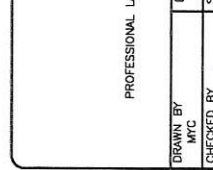
I recommend approval of the Amendment to Easements for Ingress, Egress and Utilities to extinguish these easements in the Sienna 2 plat per the August 15, 2011 Purchase and Sale Agreement.

PLAT OF SIENNA II
 A PORTION OF THE BARRIES DONATION LAND CLAIM NO. 38:
 A PORTION OF THE NW 1/4 OF SE 1/4, NE 1/4 OF SW 1/4, SE 1/4 OF SW 1/4, SW 1/4 OF SW 1/4, AND NW 1/4 OF SW 1/4, SECTION 9, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.



MTN2COAST
 PROFESSIONAL LAND SURVEYORS 2380 MOTTMAN RD SW, STE 106
 TUMACACI, AZ 85712
 PHONE: 360.688.1948

DRAWN BY	DATE	JOB NUMBER
MJC	1/17/2023	21-469
CHECKED BY	SCALE	SHEET NUMBER
SEP	1" = 200'	2 OF 9



- LEGEND**
- BRASS CAP
 - IRON PIPE
 - REBAR AND CAP
 - SET 5/8"x24" LONG REBAR AND YELLOW PLASTIC CAP MARKED LS 25276, 21013244"
 - LOT LINE (PROJECT)
 - LOT LINE (ADJACENT)
 - ROAD CENTERLINE
 - EASEMENT LINE

- SURVEY NOTES**
- INSTRUMENT USED: SOKKIA SXX 3 TOTAL STATION AND TOPCON GR5 GPS.
 - SET 5/8"x24" LONG REBAR AND YELLOW PLASTIC CAP MARKED LS 25276, 21013244"
 - FOUND MONUMENTS SHOWN AS FOUND VISITED 04/2020.
 - SURVEY COMPLETED 12/2021
 - MTN2COAST (MJC) WAS RETAINED BY AMH DEVELOPMENT TO COMPLETE THE FINAL PLAT.
 - AT THE TIME OF FINAL PLAT SUBMITTAL, LOT CORNERS & STREET MONUMENTS HAVE NOT BEEN SET. LOT CORNERS & STREET MONUMENTS WILL BE SET UPON COMPLETION OF ROAD IMPROVEMENTS.

- REFERENCE SURVEYS**
- BLA 07 105969 TC, AFN 3558429,
 - BLA 11 107404 TC, AFN 4226132.

- SHEET INDEX**
- | | |
|---------|--|
| SHEET 1 | TITLE SHEET |
| SHEET 2 | FILE OVERALL DATUM, LEGEND, SURVEY NOTES |
| SHEET 3 | PLAT MAP LOT 72-82, 118-130 |
| SHEET 4 | PLAT MAP LOT 1-9, 59-71 |
| SHEET 5 | PLAT MAP LOT 83-93, 101-117 |
| SHEET 6 | PLAT MAP LOT 10-17, 53-56, 94-100 |
| SHEET 7 | PLAT MAP LOT 31-44 |
| SHEET 8 | PLAT MAP LOT 18-30, 45-52 |
| SHEET 9 | ADDRESS |

FINAL PLAT

When Recorded, Return to:
Cairncross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104
Attn: Matt Hanna

AMENDMENT TO EASEMENTS FOR INGRESS, EGRESS AND UTILITIES

Reference Nos. of Documents Amended or Assigned: 4229651

Grantors: Baker Ave., L.L.C., a Washington limited liability company, which acquired title as Baker Ave. LLC; and
AMH Development, LLC, a Delaware limited liability company

Grantee: Tumwater School District No. 33

Abbreviated

Legal Description: WH BARNES DC COM X W LN DC & SELY LN HWY 1-M N
43 DEG E 24 43-0-0; AND PARCELS A AND B, BLA NO. BLA 11 107404 TC, REC
4226132

Situate in the County of Thurston, State of Washington.

Full legal descriptions on Exhibits A, B and C

Assessor's Tax

Parcel Nos.: 09090009000, 09090034000 and 09090035000

This Amendment to Easements for Ingress, Egress and Utilities ("**Amendment**") is dated for reference purposes this **28th day of February 2023**, and is made by Baker Ave., L.L.C., a Washington limited liability company, which acquired title as Baker Ave. LLC ("**Baker**"), and AMH Development, LLC, a Delaware limited liability company ("**AMH**" and together with Baker, the "**Grantors**") and Tumwater School District No. 33 ("**Grantee**").

BACKGROUND

A. Grantor Baker, is the owner of the real property with Thurston County Assessor's tax parcel number 09090009000, as legally described on the attached Exhibit A ("Baker Property").

B. Grantor AMH is the owner of the real property with Thurston County Assessor's tax parcel number 09090034000, as legally described on the attached Exhibit B ("AMH Property").

C. Grantee is the owner of the real property with Thurston County Assessor's tax parcel number 09090035000, as legally described on the attached Exhibit C ("Grantee's Property").

D. Grantors and Grantee acknowledge the existence of certain easement rights benefiting Grantee's Property and encumbering Grantors' Property ("Easements") contained in the Easements for Ingress, Egress and Utilities recorded on March 22, 2011, under Thurston County recording number 4229651 (the "Easement Agreement").

E. As part of its development of the AMH Property, AMH intends to record a final plat titled Plat of Sienna II ("Final Plat"), which shall dedicate certain public rights-of-way located on the AMH Property which shall provide access through the AMH Property, and therefore, the portion of the Easements located on the AMH Property shall be extinguished.

F. Pursuant to Section 2.3 of the Easement Agreement, Grantors and Grantee desire to amend the legal description of the Easements, and terminate the Easements and any obligations of AMH under the Easement Agreement with respect to AMH's Property.

AGREEMENT

Now, therefore, the parties agree as follows:

1. **Amendment.** Pursuant to Section 2.3 of the Easement Agreement, the parties agree and acknowledge that the legal description of the location of the Easements contained on Exhibit D of the Easement Agreement shall be replaced in its entirety with the legal description contained on Exhibit D attached hereto, such that the portion of the Easements located on the AMH Property shall be extinguished and shall not be depicted on the Final Plat, as depicted on Exhibit E attached hereto.

2. **Release and Termination.** Grantee and Baker hereby release all rights, title and interest in the Easements located on the AMH Property, and any such other rights of Grantor or Baker, and obligations of AMH, under the Easement Agreement with respect to AMH's Property with the intent of removing the same from title to AMH's Property.

3. **Binding Amendment.** This Amendment will run with the land and be binding upon the parties and their successors and assigns.

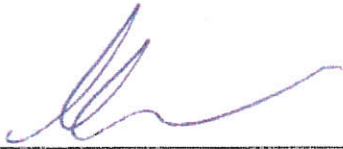
4. **Counterparts.** This Amendment may be executed in counterparts and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all signatory parties.

5. **Exhibits and Recording.** Exhibits A, B, C, and D attached hereto are incorporated herein. Upon mutual signing of this Amendment, either party may record the same against the real property of the other.

[Remainder of page left blank; signatures and acknowledgments follow.]

GRANTOR:

AMH DEVELOPMENT, LLC,
a Delaware limited liability company

By: 

Name: Helen Cho

Its: Vice President – Real Estate Transaction

Date: February 28, 2023

ACKNOWLEDGMENT


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

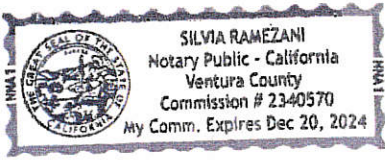
State of California
County of Los Angeles

On February 28, 2023, before me, Silvia Ramezani, Notary Public, personally appeared Helen Cho, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



GRANTEE:

TUMWATER SCHOOL DISTRICT NO. 33

By: _____

Name: _____

Its: _____

Date: _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ of TUMWATER SCHOOL DISTRICT NO. 33, as the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Print Name: _____

NOTARY PUBLIC in and for the State of

Washington, residing at _____

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF BAKER PROPERTY

THAT PART OF THE BARNES DONATION CLAIM NO. 38, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SECONDARY STATE HIGHWAY NO. 1-M WITH THE WEST LINE OF SAID CLAIM;

RUNNING THENCE NORTH 43° EAST ALONG SAID SOUTHEASTERLY LINE OF HIGHWAY 245.4 FEET;

THENCE SOUTH 47° EAST 1037.14 FEET;

THENCE SOUTH 43° WEST 660 FEET;

THENCE WEST 505 FEET TO SAID WEST LINE OF CLAIM;

THENCE NORTH 1008.9 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED UNDER RECORDING NO. 807193.

EXHIBIT B

LEGAL DESCRIPTION OF AMH PROPERTY

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-11-107404-TC RECORDED AUGUST 30, 2011 UNDER AUDITOR'S FILE NO. 4226132; IN THURSTON COUNTY, WASHINGTON.

TOGETHER WITH EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS RECORDED UNDER AUDITOR'S FILE NUMBER 4675851, RECORDS OF THE THURSTON COUNTY AUDITOR.

EXHIBIT C

LEGAL DESCRIPTION OF GRANTEE PROPERTY

That portion of the West half of the South 1,267 feet of Barnes Donation Claim No. 38, in Township 17 North, Range 2 West, W.M. described as follows:

Beginning at the Southwest corner of said claim; thence, along the West line of said claim, North 20°23'01" East 644.14 feet; thence South 88°017'01" East 512.58 feet to the beginning of a 691.04 foot radius curve to the left; thence Easterly along said curve through a central angle of 46°52'09" an arc distance of 565.29 feet; thence North 44°50'50" East 153.56 feet; thence South 45009'10" East 92.98 feet; thence South 87050'08" East 158.07 feet to a point 30.00 feet West, when measured perpendicular from, the East line of said West half; thence, parallel with said East line, South 2°09'52" West 514.83 feet; thence South 50°56'08" West 354.16 feet; thence South 39°25'55" West 207.24 feet to the South line of said claim; thence, along said South line, North 88°16'35" West 956.32 feet to the point of beginning;

(Now known as parcel A of Thurston County Boundary Line Adjustment No. BLA 11 107404 TC recorded August 30, 2011 under Recording No. 4226132).

In Thurston County, Washington

EXHIBIT D

AMENDED LEGAL DESCRIPTION OF EASEMENTS

THAT PART OF THE BARNES DONATION LAND CLAIM NO. 38, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

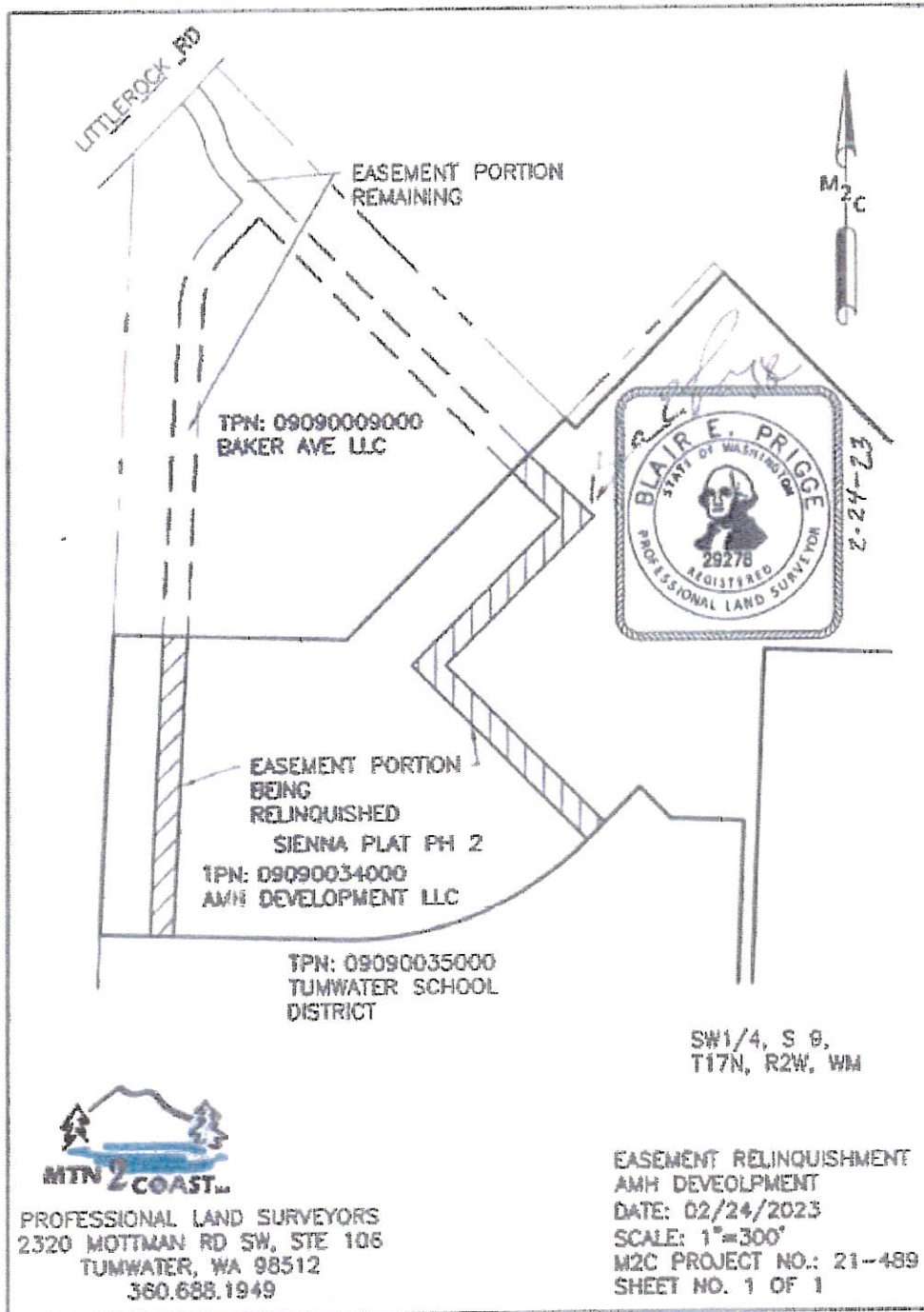
BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SECONDARY STATE HIGHWAY NO. 1-M WITH THE WEST LINE OF SAID CLAIM, RUNNING THENCE NORTH 43° EAST, ALONG SAID SOUTHEASTERLY LINE OF HIGHWAY 245.4 FEET; THENCE SOUTH 47° EAST 1037.14 FEET; THENCE SOUTH 43° WEST, 660 FEET; THENCE WEST 505 FEET TO SAID WEST LINE OF CLAIM; THENCE NORTH 1008.9 FEET TO THE POINT OF BEGINNING; EXCEPTING THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED UNDER RECORDING NO. 807193.

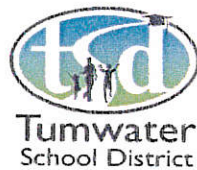
AN EASEMENT OVER THE ABOVE-DESCRIBED PARCEL BEING A STRIP OF LAND 50.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS BEGINNING ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF LITTLEROCK ROAD AT A POINT WHICH BEARS NORTH 44°50'55" EAST, 164.32 FEET FROM THE INTERSECTION OF SAID MARGIN WITH THE WEST LINE OF THE BARNES DONATION LAND CLAIM NO. 38, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.; THENCE SOUTH 45°09'10" EAST, 6.54 FEET TO THE BEGINNING OF A 185.01 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°06'33" AN ARC DISTANCE OF 97.23 FEET TO THE BEGINNING OF A 185.01 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°06'33" AN ARC DISTANCE OF 97.23 FEET; THENCE SOUTH 45°09'10" EAST, 68.86 FEET TO HEREINAFTER REFERRED TO POINT A; THENCE SOUTH 45°09'10" EAST, 776.10 FEET TO THE NORTHWEST LINE OF PARCEL B OF THURSTON COUNTY BOUNDARY LINE ADJUSTMENT BLA 11 107404 TC, AS RECORDED UNDER AUDITOR'S FILE NUMBER 4226132 AND THE TERMINUS OF THIS LINE; THENCE CONTINUING SAID STRIP OF LAND FROM HEREINBEFORE REFERENCED POINT A; THENCE SOUTH 44°50'50" WEST, 123.68 FEET TO THE BEGINNING OF A 200.01 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°55'54" AN ARC DISTANCE OF 146.38 FEET; THENCE SOUTH 2°54'55" WEST, 683.62 FEET TO THE NORTH LINE OF SAID PARCEL B OF THURSTON COUNTY BOUNDARY LINE ADJUSTMENT BLA 11 107404 TC AND THE TERMINUS OF THIS LINE;
THE SIDELINES OF SAID EASEMENT, EXTENDED OR SHORTENED TO PROVIDE A FULL AND CONTINUOUS EASEMENT;
SITUATE IN THURSTON COUNTY, WASHINGTON.
(SURVEYORS NOTE: THIS NEW DESCRIPTION REMOVES THE PORTION OF THE ORIGINAL EASEMENT DESCRIPTION LYING WITHIN PARCEL B OF

THURSTON COUNTY BOUNDARY LINE ADJUSTMENT BLA 11 107404 TC, AS IT
IS BEING PLATTED AND THE ROADWAYS ARE BECOMING PUBLIC ROADS
THAT WILL PROVIDE ACCESS TO THE SCHOOL PROPERTY.)

EXHIBIT E

DEPICTION OF RELINQUISHED EASEMENT AREA





DATE: March 17, 2023
TO: Tumwater School District Board of Directors
FROM: Mel Murray, Director of Facilities
SUBJECT: Buildings Condition Report for OSPI Asset Preservation Program

An Asset Preservation Program (APP) is required by the OSPI School Construction Assistance Program (SCAP). The APP is a performance-based standard designed to help districts maintain the 30-year life expectancy of their buildings. Any new building built with state construction funding assistance after 1993 must be included in the District APP. Participation in the program is required in order to receive future State construction funding for the building.

The Asset Preservation Program has three main components:

1. A commitment from the school district board of directors, in the form of a resolution, to implement best practices of school building maintenance through the adoption of APP (completed).
2. The implementation of a maintenance plan that is proactive, predictive and preventative for maintaining a facility over its 30-year expected life cycle (completed).
3. School districts need to conduct a Building Condition Assessment of APP buildings and report the results in a school board meeting by April 1 of each calendar year.

The date the report is made to Board is entered into the OSPI Information and Condition of Schools (ICOS) system to complete the requirements for the year.

The current age of the buildings, the score standard for their ages and the actual building condition scores are all on the attached spreadsheet. Scores are averaged for multi-building campuses of the same age.

Note that Bush Middle School is 28-years old and Tumwater Middle School Building 'B' is 26-years old. Both are very close to the 30-year mark when they become eligible again for State SCAP funds.

Then they must have a building condition score of at least 62 for full eligibility. A score below this reduces the amount of funding by 2% per point with a 20% maximum reduction.

No action other than Board review is required.

Report to Tumwater School Board
Condition Assessment Report for OSPI Asset Preservation Program Buildings
 March 17, 2023

Building Condition Scoring Standard

Year	Scoring Standard
1	100
6	93
12	86
18	78
24	71
30	62

Every six years an independent certified condition analysis is required. The other years (not shown) may be done by district staff. Buildings that score less than 62 at year 30 lose 2% of state funding per point below 62. Buildings that score less than 40 at year 30 lose all state funding. Building Condition reported annually to Board before April 1.

Scoring:
 Excellent = 100, Good = 90, Fair = 62, Poor = 20, Unsatisfactory = 0

	Age	Building Condition Scores			
		Standard	2023	2022	2021
Tumwater APP Buildings					
Littlerock Elementary, New Building	5 years	94	88.8	96.4	99.0
Peter G. Schmidt Elementary, New Building 'A1'	6 years	93	90.4	95.0	97.0
Peter G. Schmidt Elementary, Multi-Purpose Building 'A2'	16 years	80	85.5	88.0	90.4
Black Hills High School, all buildings (average)	23 years	72	85.1	81.0	82.4
Bush Middle School, Buildings 'A1', 'B' & 'C' (average)	28 years	66	80.6	84.3	80.5
Tumwater Middle School, 7 th Grade Building 'B'	26 years	68	86.1	89.0	83.2
New Market Skills Center, Building 'D' & Storage Bldg.	15 years	81	83.2	88.8	91.0

Building Age: OSPI starts counting not when the building is occupied but when it is accepted by the Board as complete. This can be a year or more later.

Becky Parsons

From: Glenn Spinnie
Sent: Wednesday, March 15, 2023 2:07 PM
To: Becky Parsons
Subject: FW: Bottle Filler Quote
Attachments: LRE fountain and BF Proposal REv 3-9-23.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Could we put this on the consent agenda for the next board meeting? It is a donation from the LRE PTO to add a 'bottle filling station' onto the 1st/2nd grade learning area that doesn't have water access for kids.

Glenn Spinnie, Principal
Littlerock Elementary School



Give every day the chance to become the most beautiful day of your life!
- Mark Twain

From: Tanya Baker <Tanya.Baker@tumwater.k12.wa.us>
Sent: Monday, March 13, 2023 7:49 AM
To: Glenn Spinnie <Glenn.Spinnie@tumwater.k12.wa.us>
Subject: Bottle Filler Quote

Glenn,
Please pass this along to your PTO board. This water fountain/bottle filler is our District standard unit. Please advise if you wish to proceed. Thank you! Have a great week!

Tanya Baker
TSD Project Manager
360-239-0413



ARIES MECHANICAL, INC.

3827 100TH STREET SW. SUITE B
LAKEWOOD, WA. 98499

Rev DATE: 03-09-23

TO: Tumwater School District

ATTN: Tanya Baker

RE: Little Rock elementary School

Aries Mechanical, Inc. is pleased to offer a Plumbing Only bid as it pertains to the scope below.
 Demolish and Dispose of (1) Semi circular Wash Fountain, (1) Soap Dispenser, and (1) Paper Towel Dispenser
 Remove (1) Existing mirror and Save for re-use.
 Remove Wall Tiles as necessary (Attempt to Salvage and turn over to owner for re-use) to access piping in wall.
 Revise Rough in for Waste, and cold water. Cap Hot water in wall.
 Remove 120V Outlet on opposite side of wall and Provide Bank Cover plate. Extend Electrical circuit to the appropriate location for the new drinking fountain/bottle filler combo (Including Electrical Permit) and install Elkay drinking Fountain with Bottle filler (Grey Painted)
 Patch wall with a Stainless Steel Panel below the new Drinking Fountain (Approx 36" Wide by 18" Tall)
 Provide and install (1) Bi level Elkay Drinking Fountain with Bottle Filler bottle filler on Low Left Side
 Re-install (1) Mirror to the left of the new Drinking Fountain
 Pull City of Tumwater Plumbing permit

Base bid (3 week lead time)

\$ 8,142.00 Plus Sales Tax

EXCLUDING:

All cutting and removal of floors, ceiling, roofs, side walks and asphalt
 Temp. utilities and temp heating
 All work outside of building, except as noted
 Mylar or CADD (except Redline as built)
 All structural framing and backing
 All import and export of soil (except pipe bedding)
 Shift work

Bond, Sales tax
 Concrete pads and rebar work
 Embossed binders and video taping
 Five sets of plans and specs
 Fire protection
 Umbrella Coverage
 any work not specifically included
 Permits

All painting any tile patching
 Core Drilling for Sheet metal
 Sanitary Facilities
 All electrical work
 Power wiring to motor starters
 All utilities fees
 Final Cleaning

We appreciate the opportunity to offer this proposal. Please call if you have any questions.

Very truly yours,
Aries Mechanical, Inc.

Ted Day Jr.
General Manager

REPORTS TO THE BOARD

- Budget Update: Questions can be directed to Melissa Richter.
- Technology Update: Questions can be directed to Dan Reich.
- Transportation Update: Questions can be directed to Dena Jordan.
- Asset Preservation Program: Questions can be directed to Mel Murray.
- Data Presentation: Questions can be directed to Shawn Batstone.
- Social Media Litigation: Questions can be directed to Superintendent Meyer.

ACTION ITEMS

- Recommended Approval of Resolution 06-22-23, Social Media Litigation: Questions can be directed to Superintendent Meyer.
- Recommended Approval of Resolution 07-22-23, JUUL Litigation Settlement: Questions can be directed to Superintendent Meyer.
- 2nd Reading Policy 2020, Course Design, Selection and Adoption of Instructional Materials: Questions can be directed to Shawn Batstone.
- 2nd Reading Policy 6022, Minimum Fund Balance: Questions can be directed to Melissa Richter.
- TSD/Griffin School District Cooperative Agreement for Educational Services to Students with Disabilities: Questions can be directed to Chris Burgmeier.



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

**PARTICIPATION IN SOCIAL MEDIA LITIGATION
RESOLUTION NO. 06-22-23**

WHEREAS excessive use of social media is playing a major role in causing mental health problems for youth in our community, state, and nation.

WHEREAS research confirms that excessive use of social media is associated with increased rates of depression, anxiety, low self-esteem, eating disorders, and suicide in youth.

WHEREAS social media algorithms have been developed to promote excessive social media use by young people who access social media.

WHEREAS Meta Platforms, Inc. and its subsidiaries (Facebook Holdings, LLC; Facebook Operations, LLC; Meta Payments Inc.; Facebook Technologies, LLC; Instagram, LLC; and Sculus, Inc.), along with Snap Inc., TikTok Inc., ByteDance Inc., and Alphabet Inc., XXVI Holdings Inc., Google LLC, and YouTube, LLC (all collectively, Defendants) are among the largest social media companies in the country and the leaders in developing the algorithms that promote excessive social media use.

WHEREAS there is currently litigation taking place seeking to hold Defendants responsible for this issue (the Mass-Action Lawsuit).

WHEREAS this school district has had to bear the burden of addressing the harms caused by students' excessive use of social media.

WHEREAS the Mass-Action Lawsuit filed against the Defendants seeks to recover damages on behalf of schools to address the damage caused by the Defendants.

WHEREAS the law firms Stevens Clay, P.S., and Frantz Law Group, APLC, have entered into a co-counsel agreement to facilitate Washington schools joining the Mass-Action Lawsuit.

WHEREAS the Stevens Clay law firm and Frantz Law Group have offered to represent this school district in joining the Mass-Action Lawsuit pursuant to a contingency fee arrangement that provides for no fees, costs, or expenses unless there is a recovery.

BOARD OF DIRECTORS

JILL ADAMS MELISSA BEARD DARBY KAIKKONEN SCOTT KILLOUGH CASEY TAYLOR

"Continuous Student Learning in a Caring, Engaging Environment"

_____ SCHOOL DISTRICT

RESOLUTION TO APPROVE SETTLEMENT IN JUUL LITIGATION

WHEREAS, the School District is currently engaged in multi-district litigation against JUUL Labs, Inc. F/K/A PAX Labs, Inc.; James Monsees; Adam Bowen; Nicholas Pritzker; Hoyoung Huh; Riaz Valani; Altria Group, Inc.; Altria Client Services LLC; Altria Group Distribution Company; and Philip Morris USA, Inc., (the "Litigation"); and

WHEREAS, the Juul Defendants (as defined below) have reached a tentative agreement to settle the matters in dispute ("Settlement Agreement") while the Altria Defendants (as defined below) have not; and

WHEREAS, the Juul Defendants include JUUL Labs, Inc. F/K/A PAX Labs, Inc.; James Monsees; Adam Bowen; Nicholas Pritzker; Hoyoung Huh; and Riaz Valani; while the Altria Defendants include Altria Group, Inc.; Altria Client Services LLC; Altria Group Distribution Company; and Philip Morris USA, Inc.; and

WHEREAS, the Settlement Agreement with the Juul Defendants has been presented to the Board for final approval and the Board understands the Litigation with the Altria Defendants is ongoing; and

WHEREAS, the Board, after consideration of all factors, has determined that it is in the best interest of the School District to approve the Settlement Agreement with the Juul Defendants.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the Settlement Agreement and will take all necessary steps to effectuate the Settlement Agreement.

BE IT FURTHER RESOLVED THAT the Board directs the Superintendent to execute the necessary documents to effectuate the Settlement Agreement

The resolution was adopted on _____, 2023.

[Insert Signature Lines]

**Tumwater School District
Board Policy**

**Course Design, Selection and Adoption of
Instructional Materials**

The Board recognizes its responsibility for the improvement and growth of the educational program of the schools. To this end, the course designs shall be evaluated, adapted, and developed on a continuing basis. Instructional materials shall be selected to ensure alignment with state learning standards and enable all students to master foundational skills and knowledge to achieve career and college readiness.

Definitions

For the purpose of policy and procedure 2020, the following definitions will apply:

- **Course Design** is the process that includes identifying and sequencing essential content supporting students' skill development towards state learning standards. Course design involves providing appropriate instructional materials, professional development, and support systems for teachers as they implement the course.
- **Instructional Materials** are all materials designed for use by students and their teachers as learning resources to help students to acquire facts, skills, and/or to develop cognitive processes. These instructional materials, used to help students meet state learning standards, may be printed or digital, and may include textbooks, technology-based materials, other educational media, and assessments. They may carry different licensing types from open to all rights reserved. For the purposes of this policy, there are five categories of instructional materials:
- **Core Instructional Materials** are the primary instructional resources for a given course. They are district-approved and provided to all students to help meet learning standards and provide instruction towards course requirements.
- **Alternative Core Materials** are the primary instructional materials for a given course that are used with a subset of students. These materials are intended to replace approved core materials and may be used for specialized course offerings or flexible learning environments.
- **Intervention Materials** are designed to support strategic or intensive intervention for students who are at risk of not meeting established learning standards. Intervention materials are used with students to accelerate progress toward particular learning goals based on systematic assessment, decision-making, and progress monitoring.

- **Supplemental Materials** are used in conjunction with the core instructional materials of a course. These items extend and support instruction. They include, but are not limited to: books, periodicals, visual aids, video, sound recordings, computer software, and other digital content.
- **Temporary Supplemental Materials** are those items used in conjunction with the core instructional materials of a course that are of interest or value for a short period of time and are chosen within district-established guidelines. They are not intended to supplant the adopted curriculum nor be used on a regular instructional basis. Examples might include timely articles from relevant, reliable sources, websites, or news broadcasts. The use of temporary supplemental materials for time periods of over one year requires consideration of the material as either part of the core instructional material for a course or supplemental material for the course depending on the nature and scope of the material.
- ~~A district curriculum committee~~ **Instructional Materials Committee** is the body that makes core instructional materials adoption recommendations to the School Board based on superintendent-established procedures.

Course Design

The superintendent or designee will establish procedures for course design that:

- Provide for the regular review of selected content areas and implementation of any suggested changes.
- Provide for involvement of community representatives and staff members at appropriate times.

Selection and Adoption of Instructional Materials

The primary objective in selecting instructional materials is to implement, enrich and support the educational program of the schools. All instructional materials will be selected in conformance with:

- A. Applicable state and federal laws;
- B. Goals and/or learning standards of the district and state; and
- C. Procedures established by the ~~Curriculum Leadership Council~~ **Instructional Materials Committee** which address the criteria detailed in the corresponding procedure 2020P.

Criteria for Selection of Core Instructional Materials

The Board is responsible for the adoption of all core materials used in the district.

Core instructional materials shall be selected based upon the degree to which they:

- A. Demonstrate likelihood of impact as shown by scientific or evidence-based research;
- B. Enable implementation of the district's developed curriculum and meet state standards and ~~College Readiness~~ **career and college readiness** requirements;
- C. Provide sufficient flexibility to meet the varied needs and abilities of the students served;

- D. Provide clear and appropriate differentiation components for English Language Learners, special education students, students with academic opportunity gaps, and highly capable students;
- E. Where appropriate, present balanced but differing views of issues, controversial or otherwise, in order that students may develop critical analysis and informed decision-making skills;
- F. Demonstrate consideration of appropriate format(s) (including technological, visual, and/or auditory components);
- G. Support an equitable access to learning and learning materials for all students; including the provision of appropriate, high-quality accessible instructional materials to all students with disabilities who require them; and
- H. Are free of stereotyping and gender, race, class, and other forms of bias, recognizing that under certain circumstances biased materials may serve as appropriate resources to present contrasting and differing points of view, and biased materials may be employed in order to teach students about bias, stereotyping, and propaganda in historical or contemporary contexts. The *Washington Models Resource: Screening for Biased Content in Instructional Materials for the Evaluation of Bias Content in Instructional Materials*, published by the Office of Superintendent of Public Instruction (OSPI) should be consulted in the selection process to further to the goal of eliminating content bias: <https://www.k12.wa.us/CurriculumInstruction/InstructionalMaterialsReview.aspx>
<https://www.k12.wa.us/sites/default/files/public/equity/pubdocs/WA-ScreeningForBiasedContent.pdf>

The superintendent, or designee, will establish procedures for core material, alternate core, and intervention material selection and adoption using criteria around evidence-based practices.

The superintendent will ensure that a listing of all core instructional materials used within the school curriculum is maintained in the district and is available for public review either in-person or online.

The intent of the Board is that the superintendent delegates responsibility for examining, evaluating, and selecting all supplemental and temporary supplemental materials to the professional staff of the district. This includes preparing all student reading lists. Staff will rely on reason and professional judgment in the selection of high-quality supplemental materials that align to state learning standards and are appropriate for the instructional program and developmental level and interests of their students.

The superintendent shall establish procedures for receiving, considering and acting upon written complaints regarding all instructional materials used by the district. Any decision to remove Board adopted core instructional materials must be finally approved by the Board.

Cross References:	2027 – District Ownership of Staff-Created Work
Legal References:	RCW 28A.150.230 Basic Education Act — District School Directors' responsibilities
	RCW 28A.320.230 Instructional materials-
	RCW 28A.320.170 Instructional Materials Committee Tribal history and culture [as amended by SSB 5433]
	RCW 28A.405.060 Course of study and regulations – Enforcement-Withholding salary warrant for failure
	Chapter 28A.640 RCW Sexual Equality
	WAC 180-44-010 Responsibilities related to instruction
	WAC 392-190-055 Textbooks and instructional materials- Scope Elimination of sex bias-compliance timetable Instructional Materials Policy-Elimination of Bias

ADOPTION DATE: May 11, 1995

REVISION DATES: June 23, 2011; March 27, 2014; June 16, 2016

Tumwater School District Board Policy

MINIMUM FUND BALANCE

The district recognizes the importance of maintaining a prudent fund balance in the general fund to ensure operational cash flow needs are met, to set aside resources for known obligations, and to help protect against unforeseen circumstances **and bond rating**.

~~The District must be prepared to continue essential operations in critical times to address emergency situations for life, health or public safety such as the following:~~

- ~~1. The failure of the State to meet the monthly apportionment payment schedule for any reason including a lack of budget authorization by the legislature by midnight June 30.~~
- ~~2. Significant unforeseen revenue decline in excess of 5% of original estimates where no appropriation transfers or other new revenue is available to offset to maintain services (legislative action, double levy failure).~~
- ~~3. Major disasters such as fire and earthquake.~~

Accordingly, the district adopts this policy **in regards to those portions of fund balance that are in spendable form but are not legally restricted as to their use from outside sources**, and ~~establishes the Commitment to Economic Stabilization account to set aside an amount based on total current year budgeted expenditures. Annually, the superintendent or designee will present a general fund budget that includes a commitment of~~ **at least 4 6** percent of the current year's budgeted expenditures towards a minimum fund balance.

~~Other fund balance designation descriptions and purposes are as follows:~~

~~**Non-spendable Accounts** — These amounts refer to inventory values, pre-paid items and the long-term portion of loans and notes receivable (if any).~~

~~**Restricted Accounts** — These amounts are restricted to specific purposes. The restrictions may either be: (1) Externally imposed by laws or regulation of other governments (i.e. New Market Skill Center), creditors, grantors, contributors, or (2) Imposed by law through constitutional provision or enabling legislation.~~

~~**Committed Accounts** — These amounts represent funds that can only be used for specific purposes pursuant to formal action by the Board of Directors or school board policy. Once created, a commitment cannot be changed without a similar action on the part of the Board ending the commitment. Details about commitments, including a~~

~~description of the commitment and information about the board action taken to create the commitment, need to be disclosed in the Notes to the Financial Statements.~~

~~**Assigned Accounts**—These amounts represent funds that are constrained by the school district's intent to be used for specific purposes. Authority for making these assignments rests with the Superintendent or designee with the knowledge of the Board of Directors.~~

~~**Unassigned Accounts**—This amount is the residual fund balance designation for the General Fund. The amount contained in this account within the General Fund represents the amount of fund balance that is spendable but has not been restricted, committed or assigned to specific purposes within the General Fund.~~

Cross References*

6020 – System of Funds and Accounts

6040 – Expenditures in Excess of Budget

Legal

RCW 28A.320.070 - School district as self-insurer – Authority.

RCW 28A.505 - School Districts' Budgets.

RCW 28A.505.130 Budget – Requirements for balancing estimated expenditures.

ADOPTED: January 10, 2019

**INTERDISTRICT COOPERATIVE AGREEMENT FOR EDUCATIONAL SERVICES TO STUDENTS WITH
DISABILITIES**

This Interlocal Agreement is hereby entered into this 7th day of ~~February~~ ^{March} 2023, by and between Tumwater School District ("Serving District") and Griffin School District ("Resident District"), both quasi-municipal corporations located in Thurston County, under Chapter 39.34 RCW.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, and RCW 28A.225.250 allows for public agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, each school in the State of Washington is required by RCW 28A.155.010 to ensure that all children with disabilities residing within its boundaries shall have the opportunity for an appropriate education at public expense; and

WHEREAS, RCW 28A.155.040 authorizes school districts to participate in an inter-district arrangement to fulfill its responsibility to ensure such appropriate education opportunity for its resident children with disabilities; and

WHEREAS, Resident District has determined that certain students who qualify for special education services present unique challenges due to the nature of their disability, and would be appropriately served in the Special Needs Program of the Serving District for the remainder of the 2022-23 school year; and

WHEREAS, Serving District is willing to enter into this Agreement with Resident District and make available its Special Needs Program to certain disabled students residing within the borders of Resident District in the manner and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the promises and undertakings herein contained, the parties hereto agree as follows:

1. **Authority.** This Agreement is entered into pursuant to and under the authority granted by Chapter 39.34 RCW (Interlocal Cooperation Act), RCW 28A.225.250, and other provisions of the laws of the State of Washington, which authorize school districts to engage in joint or cooperative action in various activities. This Agreement was approved by the Parties' respective board of directors, and signed copies of the respective school district board minutes or resolution approving this Agreement are available for inspection at the Parties' respective district administrative offices.
2. **Purpose.** The purpose of this Agreement is to utilize inter-district cooperation to provide educational programs not otherwise available to ensure students with disabilities are afforded an appropriate education at public expense.
3. **Duties and Responsibilities.** The Serving District will allow one (1) Student from the Resident District to participate in its existing Special Needs Program beginning March 1, 2023 and continuing through the of 2022-23 school year, including for extended school year services if necessary. The student will be enrolled on a full-time basis.

Serving District reserves the right to review the placement of student in the Program with

representatives of Resident District if after a reasonable trial period the Program proves to be inappropriate. This review will include, but not be limited to, determining (1) whether placement in the Program is appropriate; (2) whether there are possible alternative placements, including returning student to Resident District; (3) transition date(s); and (4) adjustment to billing as a result of any change in placement.

All staff and facilities used for the Program shall be employed by and situated within the boundaries of the Serving District. The Serving District will administer the Program in accordance with the rules and regulations of RCW 28A 155.040 and the Serving District's Board policies and practices.

- 4. Provision of FAPE.** Resident District retains the obligation under state and federal special education laws to ensure its resident student being served in the Serving District's Program are provided a Free Appropriate Public Education (FAPE) in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq. This includes, but is not limited to, Resident District's obligation to convene Individualized Education Program (IEP) meetings and conduct special education evaluations as appropriate. Resident District remains responsible for any dispute resolution proceedings initiated by parents or students.

Serving District agrees to send authorized representatives as appropriate to required IEP meetings scheduled within the Resident District for the student being served in the Program. Serving District will provide sufficient data, including the results of any evaluations of the student, for the Resident District and student's IEP team to determine whether student is being provided a FAPE while being served in the Program.

- 5. Funding.** Resident District will claim and receive basic education and special education funding for its student served in the Program. Resident District agrees to compensate the Serving District a monthly fee of \$765.00 for the costs of services provided through the Program in accordance with the RCW 28A.155.040 and the Serving District's Board policies and procedures.

Resident District further agrees to reimburse Serving District for any excess costs resulting from changes to the student's special education programming, including additional staffing costs if the student's IEP team determines that a higher level of service is necessary to provide FAPE, such as a 1:1 paraeducator.

Billing will be sent quarterly with the total bill to be due and owing within twenty (20) business days of the date of the invoice. The final billing will be sent on or about July 15, 2023, and due and owing within twenty (20) business days from receipt of the invoice. Final costs, during the term of the Agreement, will reflect the monthly fee of \$765.00, as well as any additional costs, if any, resulting from changes to the student's special education programming, which result in additional costs to Serving District, including, but not limited to, additional staffing costs based on the terms and conditions of employee agreements, and other personnel policies and procedures.

- 6. Term and Termination.** The term of this Agreement is for the 2022-23 school year, starting on September 7, 2022, and ending on or around August 31, 2023. The Parties acknowledge that students who resident within the Serving District have priority enrollment in the Program, and as a result, it may become necessary to terminate this Agreement and return the out-of-district

student being served in the Program to the Resident District. If it becomes necessary to return a student to the Resident District, the Serving District will provide reasonable notice of termination.

Additionally, either party may terminate this Agreement for good cause by giving thirty (30) days' written notification in advance of the proposed termination date to the other party or earlier if mutually agreed upon. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

7. **Transportation.** Resident District will be responsible for providing the transportation to and from the student's home and the Program. Resident District also agrees to pay its share of actual costs for transportation provided by Serving District to or from an educational program or from one place of learning to another place of learning during the school day (e.g., field trips).
8. **Assets.** Serving District will provide, and retain title to, all assets used in the Program. Resident District will retain ownership of any equipment it directly acquires for the specific use of its student served in the Program.
9. **Indemnification.** Serving District shall defend, indemnify, and hold harmless Resident District in full for any and all claims against Resident District or its employees, officials or contractors which arise from the acts or omissions of Serving District and its employees, officials and contractors in the provision of services under this Agreement. Resident District shall defend, indemnify, and hold harmless Serving District in full for any and all claims against Serving District or its employees, officials or contractors which arise from the acts or omissions of Resident District and its employees, officials and contractors in the provision of services under this Agreement.
10. **Successor Agreement.** Resident District acknowledges that while this agreement is for the remainder of one school program year only, program development is continuous and long-range planning a requisite. Resident District acknowledges that entering into this agreement may carry implications for succeeding school years, and it agrees to announce its intention to renew this Agreement for a succeeding school year not later than May 15, 2023. Although not binding, such notification of intent to enter into a successor agreement is to be considered carefully and not hereafter modified except for good cause.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, supersedes any prior obligations, negotiations, or discussions between them, and may only be changed by written amendment signed by the parties.

IN WITNESS WHEREOF, the Griffin School District and the Tumwater School District have executed this

agreement at Tumwater, Washington as of the day and year first above written.

GRIFFIN SCHOOL DISTRICT


Board President

Board Secretary

3/7/23
Date

TUMWATER SCHOOL DISTRICT

Board President

Board Secretary

Date