



Dr. Carole Meyer  
Interim Superintendent

621 Linwood Avenue SW Tumwater, WA 98512-6847  
(360) 709-7000 [www.tumwater.k12.wa.us](http://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, January 26, 2023

Start Time: 7:00pm

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.**

- 7:00pm Call Regular Meeting to Order (President Killough)**
- Recognition/Flag Salute
- 7:01pm Public Comment Reminder (President Killough)**
- 7:02pm Agenda Discussion/Approval (President Killough/Superintendent Meyer)**
- 7:03pm Meeting Minutes Review**
- December 8, 2022 Regular Meeting
- 7:04pm Consent Agenda**
- Personnel Report
  - Payroll and Vouchers
  - Budget Status Report
  - Capital Projects – Contract Awards
  - Capital Projects – Contracts Accepted as Complete
  - Capital Projects – Contract with Dept of Commerce for BHHS Solar Grant
  - Capital Projects – Change Orders
  - Littlerock Elementary PTO Donation
  - Technology – Networking Equipment Bid Award
  - TOPA/TSD Negotiated Agreement
- 7:05pm Recognition**
- School Board Appreciation Month (Superintendent Meyer)

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

*“Continuous Student Learning in a Caring, Engaging Environment”*

- 7:10pm Student Rep Reports**
- Alex Loveless, BHHS
  - Ameiya Brown, THS
  - Lyn Hepp, CHS
- 7:15pm Equity Student Summit Presentations**
- 7:30pm 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*)
- 8:00pm Superintendent's Report** (*Superintendent Meyer*)
- Whole Child Month Proclamation
- 8:15pm Board Committee Reports**
- Legislative Update – TSD Platform Recommendations (*Vice-President Kaikkonen*)
  - WIAA Update (*Director Taylor*)
- 8:25pm Board Comments**
- 8:35pm Adjourn Regular Meeting**

***NEXT BOARD MEETING: Special Board Meeting & Work Session on February 9, 2023 and Regular Board Meeting on February 23, 2023.***

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

## **MEETING MINUTES**

- December 8, 2022 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  
December 7, 2022  
6:00 pm

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

President Taylor 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 led everyone in the flag salute.

#### **Public Comment Reminder**

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

#### **Agenda Discussion/Approval**

- Agenda Changes: Superintendent Meyer shared that there was one update to the previously published version of the agenda. The Capital Projects Plat of Sienna II Exchange was removed from the Consent Agenda. Director Beard motioned the approval of the revised agenda. The revised agenda was unanimously approved.

#### **Review of Minutes**

The Board has reviewed the November 10, 2022 Regular Board Meeting minutes and there were no changes. No motion is necessary. The minutes were approved as presented.

#### **Election of Officers**

- Director Beard nominated Director Killough as Board President starting immediately. President Taylor asked for other nominations two more times. There were no other nominations. Director Killough was unanimously elected President of the Tumwater SD School Board until December of 2023.
- Director Beard nominated Director Kaikkonen as Board Vice President starting immediately. Director Taylor asked for other nominations two more times. There were no other nominations. Director Kaikkonen was unanimously elected Vice President of the Tumwater SD School Board until December of 2023.

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

*"Continuous Student Learning in a Caring, Engaging Environment"*

- Director Beard was unanimously voted as Legislative Representative for Tumwater SD starting July 1, 2023.

**Committee Assignments**

- The following committees were assigned:
  - Tribal Liaison – Director Beard/President Killough
  - WIAA Representative – Director Taylor
  - Military Liaison – Vice President Kaikkonen
  - Equity Advisory Committee Chair – Director Beard/President Killough (back-up)
  - Facilities Advisory Committee – President Killough/Director Taylor
  - Bond/Replacement Levy Representative – Director Beard/President Killough
  - Curriculum Adoption Committee – President Killough/Director Adams
  - Technology Committee – Director Taylor
  - Graduation Task Force – President Killough/Director Adams
  - Budget Committee – Director Beard/Director Adams
- The following schools were assigned:
  - Director Taylor – THE, BHHS
  - Director Beard – EOE, CHS, NMSC, TVA
  - Vice President Kaikkonen – BLE, TMS
  - Director Adams – MTS, LRE
  - President Killough – PGS, BMS, THS

**Consent Agenda**

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

New Hires	Position	Location	Status	Group
Vernon Randolph	Skilled Maintenance	B&G	Effective November 21, 2022	PSE
Rachel Urvina	Office Professional 3	TMS	One Year Only (2022/2023), effective November 16, 2022	TOPA
Rachel Cox	Paraprofessional	EOE	Impact (2022-2023), effective November 7, 2022	TAP
Candice Bracken	Office Professional 3	BMS	One Year Only (2022/2023), effective November 16, 2022	TOPA
Thelma LeDuc	Paraprofessional	CHS	Continuing (2022-2023), effective November 22, 2022	TAP
Dustin Meade	Coach	THS	Effective November 14, 2022	N/A
Michael Willson	Bus Driver Trainee	Transportation	Effective November 28, 2022	PSE
Billie Williamson	Bus Driver Trainee	Transportation	Effective November 28, 2022	PSE
Erica Hutchinson	Coach	THS	Effective November 14, 2022	N/A
Alayna Schuchmann	Coach	THS	Effective November 14, 2022	N/A
<b>Adjusted:</b>				

Sabrina Bowes	Paraprofessional	LRE	From 4.5 hours to 6.5 hours, effective December 1, 2022	TAP
Linda Doughty	Assistant Cook	BMS	From Substitute Food Services to Assistant Cook, effective November 18, 2022	PSE
Michal Pannkuk	Teacher	PGS	From 6.5 hours/day para to 0.5 continuing teacher and 0.5 para, effective November 9, 2022	TEA
<b>Leaves:</b>				
Ashley Lopez	Paraprofessional	EOE	Leave of Absence beginning December 1, 2022, returning May 1, 2023	TAP
Ayn Gore	Paraprofessional	BHHS	Intermittent Leave of Absence beginning November 28, 2022 throughout the 2022-2023 school year	TAP
Ashley Strobl	Paraprofessional	LRE	Leave of Absence beginning October 20, 2022, returning January 3, 2023	TAP
Jonathan Schneider	Teacher	EOE	Leave of Absence beginning December 19, 2022, returning February 27, 2023	TEA
Teri Cole	Admin Assistant	Student Learning	Leave of Absence beginning February 1, 2022, returning date to be determined	NON-REP
Trudel Grazul	Bus Driver	Transportation	Intermittent Leave of Absence beginning November 28, 2022, throughout the 2022-2023 school year	PSE
<b>Resignations:</b>				
Veronica Carpenter	Bus Driver Trainee	Transportation	Effective November 17, 2022	PSE
Sarah Levoy	Paraprofessional	Special Services	Effective November 29, 2022	TAP
<b>Retirements:</b>				
Theresa Cole	Admin Assistant	Student Learning	Effective July 1, 2023	NON-REP
Sara Glass	Teacher	PGS	Effective at the end of the 2022/2023 school year	TEA
<b>Co-Curricular:</b>				
Betsy Anderson	High School Counselor Lead	SL	Effective November 15, 2022	TEA

Anthony Prentice	Assistant Wrestling Coach	THS	Effective November 17, 2022	N/A
<b>Recommend Approval:</b>				
Recommend approval of salary at \$35.53/hour for Educational Interpreter ASL				
Recommend approval for a .5 Safety and Security Manager, salary at \$39,861 - \$44,838				

➤ Payroll & Vouchers:

FUND NAME	WARRANTS (INCLUSIVE)				AMOUNT
<b><u>GENERAL FUND:</u></b>					
Payroll					
Payroll Taxes					\$ 1,174,198.51
Direct Deposit					\$ 3,853,664.85
Payroll Benefit					
Wire Transfer					\$ 1,344,174.76
Accounts Payable					
-Payroll	72805937	to	72805954		\$ 22,979.30
Accounts Payable	72220543	to	72220563		\$ 118,045.56
Accounts Payable	72220564	to	72220586		\$ 121,719.37
Accounts Payable	72220587	to	72220610		\$ 68,668.40
Accounts Payable	72220611	to	72220624		\$ 131,370.82
Accounts Payable	72220625	to	72220644		\$ 1,082,818.50
Accounts Payable					
ACH					\$ 133,250.64
Accounts Payable					
ACH					\$ 4,570.00
Accounts Payable					
ACH					\$ 159,031.41
Accounts Payable					
ACH					\$ 187,610.45
Accounts Payable					
ACH					\$ 356,677.20
Accounts Payable					
ACH					\$ 27,201.07
ACH Rejection					
Voided Warrants					
Accounts Payable					
- COMP TAX					\$ 765.31
<b>TOTAL GENERAL FUND:</b>					<b>\$ 8,786,746.15</b>

**CAPITAL PROJECTS FUND:**

Accounts Payable	72012580	to	72012581	\$ 13,427.91
Accounts Payable	72012582	to	72012586	\$ 18,436.74
Accounts Payable				
ACH				\$ 11,029.73
Accounts Payable				
ACH				\$ 49,907.36
Accounts Payable				
ACH				\$ 480.00

Accounts Payable  
 ACH  
 Voided Warrants  
 Accounts Payable  
 - COMP TAX

**TOTAL CAPITAL PROJECTS**  
**FUND: \$ 93,281.74**

**ASSOCIATED STUDENT BODY**  
**FUND:**

Accounts Payable	72442100	to	72442101	\$	952.00
Accounts Payable	72442102	to	72442103	\$	870.00
Accounts Payable	72442104	to	72442106	\$	267.58
Accounts Payable	72442107	to	72442109	\$	1,358.00
Accounts Payable	72442110	to	72442111	\$	1,038.00
Accounts Payable	72442112	to	72442112	\$	60.00
Accounts Payable	72442113	to	72442116	\$	1,197.60
Accounts Payable	72442117	to	72442117	\$	8,538.25
Accounts Payable ACH				\$	9,360.85
Accounts Payable ACH				\$	1,544.86
Accounts Payable ACH				\$	4,870.29
Accounts Payable ACH				\$	9,741.58
Accounts Payable ACH					
Accounts Payable - COMP TAX				\$	374.05
<b>TOTAL ASSOCIATED STUDENT BODY FUND:</b>				<b>\$</b>	<b>40,173.06</b>

**PRIVATE**  
**PURPOSE FUND:**

Accounts Payable	72700579	to	72700579		
Accounts Payable	72700580	to	72700580		
Accounts Payable ACH				\$	29.18
Voided Warrants					
Accounts Payable - COMP TAX					
<b>TOTAL PRIVATE PURPOSE</b>				<b>FUND: \$</b>	<b>29.18</b>

**TRANSPORTATION VEHICLE FUND:**

Accounts Payable	72900030	to	72900030		
<b>TOTAL TRANSPORTATION VEHICLE FUND:</b>				<b>\$</b>	<b>-</b>

➤ Budget Status Report



- Capital Projects – Contract Change Order – BHHS Boiler and Chiller Replacement.

### **Student Rep Reports**

- Ameiya Brown (THS) – She shared United Basketball is starting. There are also several music concerts coming up. THS will hold a “Sense of Belonging Summit” on 12/8/22 for two class periods where students will look at Panorama data. They will be talking about what students would like to see change at school. They are currently collecting food/clothes and there is a blood drive coming up.
- Alex Loveless (BHHS) – She shared there are several music concerts coming up and Winter sports have started. Next week is Winter Spirit Week. “Perception Day” will be on 12/14/22. This is an optional day for students that will be centered around bullying.

### **Recognition**

- Olympia Junior Programs. Laurie Wiedenmeyer presented.

### **Public Comment**

- Agenda and Non-Agenda Items: Becky Parsons stated that one person signed up to address the Board. Darlene Adkins spoke about health and safety.

### **Reports to the Board**

- 1<sup>st</sup> Reading, Policy 5278 – Social Media and Electronic Communication. Beth Scouller presented.
- ESSER Report. Shawn Batstone and Melissa Richter presented.

### **Action Items**

- 2<sup>nd</sup> Reading and Recommended Approval of Policy 2030 – Service Animals in Schools. Chris Halladay presented. No motion necessary. Policy 2030 was approved as presented.

### **Superintendent’s Report**

Superintendent’s Report: Dr. Meyer highlighted Ameiya Brown for representing our district on a student panel at the WSSDA conference. She shared that she attended the “Scribbles & Giggles” preschool holiday lunch. Each year, the preschool donates a holiday meal to one of our families. She also attended the 74<sup>th</sup> LRE Annual Winterfest. Superintendent Meyer also visited PGS and participated in a kindergarten candy cane cultivating project. She shared that Jon Halvorson will be playing Ebenezer Scrooge in an upcoming musical. Dr. Meyer thanked Becky Parsons for her work with the Holiday Assistance Program; 236 families/567 kids were served. TVA Stem Night is coming up on 12/15 at 6 PM - in person or via zoom. The Facilities Advisory Committee was moved to January 5<sup>th</sup>. She reported on the district’s Equity Cadre Committee with Jahmad Canley and share that there is an Equity Student Summit on January 10<sup>th</sup>. There is also a Legislative Conference and Day on the Hill scheduled for February 26<sup>th</sup> and 27<sup>th</sup> that Director Kaikkonen and herself will be attending.

## Board Committee Reports

- Legislative Update: She started by clarifying that she will finish this legislative session and serve until 7/1/23. The session is expected start January 12<sup>th</sup>. She will begin organizing her materials and will pay close attention to our priorities and other platforms.
- WIAA Update: THS and BHHS volleyball and football went to State. THS Cross Country placed 6<sup>th</sup> in State and golf will send 5 athletes to State in the Spring. THS Girls Soccer placed 3<sup>rd</sup> in State. Winter sport numbers are up: BHHS – 123; THS – 162; BMS – 61; TMS – 77. He highlighted the TMS co-ed wrestling team which has 40 total students; 13 are females. He also presented some slides from the WSSDA WIAA presentation.

## Board Member Comments

- President Taylor: He urges everyone to get involved in the upcoming legislative session. He thanked Ameiya for her participation at the WSSDA conference. He congratulated President Killough and Vice President Kaikkonen. He appreciated the kind words from the board and thanked his family.
- Director Kaikkonen: She appreciated Director Taylor's leadership through unforeseen challenges. She would like to look into having more than one student rep on the board starting next year. She recommended that the Budget Advisory Committee continue on in the hopes of creating transparency.
- Director Beard: She thanked Director Taylor for his leadership over the last year. She's looking forward to science lessons from President Killough. She expressed gratitude for Olympia Junior Programs.
- Director Killough: He thanked former Presidents Beard and Taylor. Their leadership during the last three years was phenomenal. He thanked everyone for their faith in him to take on this role. He would appreciate honest feedback always.
- Director Adams: She congratulated all of the board members in new positions. She's excited for the committee assignments and wishes everyone a wonderful winter holiday season. She also recognized that today is the 80<sup>th</sup> anniversary of the attack on Pearl Harbor. She's reminded that in most cases of great challenges, Americans come together and end up stronger.
- Ameiya Brown: She would like to be involved in the Military and Graduation Task Force committees if possible. She thanked the board for the opportunity to participate in the WSSDA conference.
- Alex Loveless: She talked about how sports help kids with school by forcing them to work hard and be present. She thanked everyone for their patience with her schedule.

**Adjourn Regular Meeting:**

With no further business coming before the Board, the Regular Board Meeting adjourned at 7:30 PM.

Recorded by:  
Becky Parsons

Signed this 26th day of January 2023.

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Board Member

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Board Secretary

## CONSENT AGENDA

- Personnel Report: Questions can be directed to Beth Scouler.
- Payroll and Vouchers: Questions can be directed to Melissa Richter.
- Budget Status Report: Questions can be directed to Melissa Richter.
- Capital Projects Contract Awards – Black Lake Elementary and Tumwater High School Boiler Replacements & Black Lake Elementary and Michael T. Simmons Elementary Illness Room Renovations: Questions can be directed to Mel Murray.
- Capital Projects Acceptance of Contracts As Complete – ECLC Playground Equipment Move & Re-Install; TMS Boy's Bathroom Repair; LRE & PGS Illness Room Renovations; EOE and THE Illness Room Renovations; Support Services Parking Lot Lighting Upgrades: Questions can be directed to Mel Murray.
- Capital Projects – Department of Commerce Grant Agreement, Black Hills High School Solar Project: Questions can be directed to Mel Murray.
- Capital Projects Contract Change Orders – NMSC 2022 Cosmetology & CTE's Tumwater Chamber of Commerce Building Upgrades: Questions can be directed to Mel Murray.
- Littlerock Elementary PTO Donation - \$8132.40 for awning to cover outside the "Tiger Paw Store"
- Technology Department – Networking Equipment Bid Award: Questions can be directed to Dan Reich.
- TOPA/TSD Negotiated Agreement: Questions can be directed to Beth Scouler.



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Carole Meyer  
 Superintendent

January 26, 2023

TO: School Board  
 FROM: Beth Scouller  
 SUBJECT: Personnel Report

*Preliminary*

New Hires	Position	Location	Status	Group
Craig Friedman	Bus Driver Trainee	Transportation	Effective December 5, 2022	PSE
Joshua Simkins	Bus Driver Trainee	Transportation	Effective December 5, 2022	PSE
Lisa Autrey	Paraprofessional	THS	Effective December 12, 2022	TAP
McKenna May	Paraprofessional	MTS	One Year Only (2022-2023), effective December 13, 2022	TAP
Dylan MacKenzie	Paraprofessional	PGS	One Year Only (2022-2023), effective December 14, 2022	TAP
Laurel Chappell	Paraprofessional	EOE	Temporary (2022-2023), effective January 3, 2023	TAP
Kelly Anderson	Paraprofessional	MTS	Impact (2022-2023), effective January 3, 2023	TAP
Robert Forgey	Bus Driver Trainee	Transportation	Effective January 3, 2023	PSE
Margaret Schoengarth	Paraprofessional	LRE	Continuing (2022-2023), effective December 12, 2022	TAP
Angina Snow	Paraprofessional	MTS	One Year Only (2022-2023), effective December 12, 2022	TAP
Macy Dilworth	Paraprofessional	THE	One Year Only (2022-2023), effective November 30, 2022	TAP
Leif Hatlen	Coach	THS	Effective January 6, 2023	N/A
Alethea Kruger	Paraprofessional	LRE	Effective January 13, 2023	TAP
Amandeep Walia	Paraprofessional	THE	Temporary (2022-2023), effective January 17, 2023	TAP
Eileen Rodriguez	Paraprofessional	THS	Continuing (2022-2023), effective January 18, 2023	TAP
Lisa Perreira	Interim Assistant Principal	BMS	One Year Only (2022-2023), effective TBD	ADMIN
<b>Adjusted:</b>				
Millie Dilworth	Paraprofessional	LINCS	From 5.5 hours (CHS) to 6.5 hours (LINCS), effective December 5, 2022	TAP
Keri O'Hara	Paraprofessional	TMS	From 5.0 hours to 5.5 hours, effective November 1, 2022	TAP

**BOARD OF DIRECTORS**

MELISSA BEARD CASEY TAYLOR SCOTT KILLOUGH DARBY KAIKKONEN JILL ADAMS

"Continuous Student Learning in a Caring, Engaging Environment"

Jaime Cheeka	Paraprofessional	BLE	From 4.0 hours (EOE, temporary) to 6.5 hours (BLE, continuing), effective January 4, 2023	TAP
Kevin Caster	Bus Driver	Transportation	From Substitute Bus Driver to Bus Driver, effective December 8, 2022	PSE
Kevin Niemczek	Evening Custodian	TLC/Support Services	From 8 hours (THS) to 5 hours (TLC/Support Services), effective January 3, 2023	PSE
David Potwin	Coordinator of Skilled Grounds	B&G	From Lead Skilled Grounds to Coordinator of Skilled Grounds, effective November 11, 2022	PSE
Kimberly Forcier	Paraprofessional	THE	From 4.0 hours to 6.5 hours, effective December 1, 2022	TAP
Millie Dilworth	Paraprofessional	BMS	From LINCS to BMS, effective January 4, 2023	TAP
Robert "Tom" Urvina	Bus Driver	Transportation	From Bus Driver Trainee to Bus Driver, effective January 3, 2023	PSE
James Bittle	Bus Driver	Transportation	From Bus Driver Trainee to Bus Driver, effective January 4, 2023	PSE
Kristie Walter	Office Professional 6	EOE	Additional 0.5 hours/day, one-year-only for the 2022/2023 school year, effective November 7, 2022	TOPA
Jaimie Wilder	Office Professional 6	EOE	Additional 1.0 hours/day, one-year-only for the 2022/2023 school year, effective October 31, 2022	TOPA
Brandi Murphy	Evening Custodian	BMS	From Substitute Custodian to Evening Custodian, effective January 9, 2023	PSE
Christy Miller	Bus Driver	Transportation	From Bus Driver Trainee to Bus Driver, effective January 12, 2023	PSE
Michal Pannkuk	Teacher	PGS	From 0.5 continuing teacher/0.5 para to 1.0 continuing teacher effective December 12, 2022	TEA
<b>Leaves:</b>				
Laurie Wilson	Bus Driver	Transportation	Leave of Absence beginning November 21, 2022, return date to be determined	PSE
Candy Sapp	Paraprofessional	EOE	Leave of Absence extension, return date to be determined	TAP
Randy Ryan	Evening Custodian	BMS	Leave of Absence beginning November 18, 2022, returning December 2, 2022	PSE
Elisabeth Davidson	Teacher	MTS	Leave of Absence beginning May 31, 2023, returning January 2, 2024	TEA
Cramer Sande	Teacher	THS	Leave of Absence beginning January 27, 2023, returning March 1, 2023	TEA

Sara Smith	Teacher	EOE	Intermittent Leave of Absence beginning December 5, 2022, returning January 30, 2023	TEA
Ashley Strobl	Paraprofessional	LRE	Leave of Absence extension, returning March 1, 2023	TAP
Stephanie Waltrip	Paraprofessional	EOE	Leave of Absence beginning March 2, 2023, returning March 13, 2023	TAP
Sally Riddle	Office Professional 4	TMS	Leave of Absence beginning December 8, 2022, returning January 3, 2023	TOPA
Lindsey Owens	HR Specialist II	DO	Intermittent leave of absence beginning January 12, 2023, returning April 10, 2023	NON-REP
Lee Giske	Counselor	LRE	Intermittent Leave of Absence beginning January 2, 2023, returning February 22, 2023	TEA
Lindsey Chapman	Teacher	EOE	Leave of Absence starting January 9, 2023, returning January 31, 2023	TEA
Tammi Pearce	Office Professional 3	PGS	Leave of Absence starting February 13, 2023, returning February 24, 2023	TOPA
<b>Resignations:</b>				
Sabrina Bowes	Assistant Cook	LRE	Effective November 30, 2022: resigning assistant cook position only	PSE
Melanie Heatherington	Office Professional 5	TMS	Effective January 3, 2023	TOPA
Lindsay Welsh	Assistant Principal	BMS	Effective December 30, 2022	ADMIN
Rebecca Trehuba	Office Professional 6	BMS	Effective December 27, 2022	TOPA
Bill Beattie	Head Football Coach	THS	Effective December 5, 2022	N/A
Fernando Morales Campos	Bus Driver	Transportation	Separation of Employment, Effective December 8, 2022	PSE
Mikayla Kee	Paraprofessional	BHHS	Effective December 31, 2022	TAP
Beth Scouller	Executive Director Human Resources	District Office	Effective June 30, 2023	ADMIN
Dakota King	Custodian	PGS	Effective January 20, 2023	PSE
Lindella Brasche	Teacher	PGS	Effective December 20, 2022	TEA
<b>Retirements:</b>				
Don Farler	Athletic Director/Teacher	BHHS	Effective the end of the 2022-2023 school year	TEA
Candy Sapp	Paraprofessional	EOE	Effective March 2, 2023	TAP
<b>Co-Curricular:</b>				
Adrienne Kuhn	Split Class Stipend	TVA	Effective 2022-2023 school year	TEA
Nathan Ditterline	Head Boys Basketball Coach	BMS	Effective January 3, 2023	N/A
Anthony Steele	Assistant Boys Basketball Coach	BMS	Effective January 3, 2023	N/A
Calvin Hicks	Assistant Boys Basketball Coach	BMS	Effective January 3, 2023	N/A





# 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 November 2022.

DATE: January 26, 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
<b>GENERAL FUND:</b>		
Payroll		
Payroll Taxes		\$ 1,112,452.27
Direct Deposit		\$ 3,616,523.23
Payroll Benefit Wire Transfer		\$ 1,240,045.28
Accounts Payable -Payroll	72805955 to 72805968	\$ 21,351.34
Accounts Payable	72220645 to 72220653	\$ 112,197.92
Accounts Payable	72220654 to 72220665	\$ 12,357.64
Accounts Payable	72220666 to 72220691	\$ 164,664.80
Accounts Payable	72220692 to 72220692	\$ 220.00
Accounts Payable	72220693 to 72220693	\$ 110.00
Accounts Payable	72220694 to 72220694	\$ 110.00
Accounts Payable	72220695 to 72220697	\$ 400.50
Accounts Payable	72220698 to 72220722	\$ 292,835.72
Accounts Payable	72220723 to 72220723	\$ 75.00
Accounts Payable	72220724 to 72220724	\$ 75.00
Accounts Payable	72220725 to 72220742	\$ 1,055,052.65
Accounts Payable ACH		\$ 27,280.08
Accounts Payable ACH		\$ 220,885.80
Accounts Payable ACH		\$ 127,414.82
Accounts Payable ACH		\$ 198,966.52
Accounts Payable ACH		\$ 434,965.02
ACH Rejection		
Voided Warrants		
Accounts Payable - COMP TAX		\$ 1,116.03
<b>TOTAL GENERAL FUND:</b>		<b>\$ 8,639,099.62</b>

<b>CAPITAL PROJECTS FUND:</b>		
Accounts Payable	72012587 to 72012588	\$ 39,183.21
Accounts Payable	72012589 to 72012592	\$ 614,334.13
Accounts Payable	72012593 to 72012595	\$ 62,236.05
Accounts Payable	72012596 to 72012598	\$ 29,156.89
Accounts Payable ACH		\$ 6,334.87
Accounts Payable ACH		\$ 14,330.00
Accounts Payable ACH		\$ 5,851.40
Accounts Payable ACH		\$ 47,125.47
Voided Warrants		
Accounts Payable - COMP TAX		
<b>TOTAL CAPITAL PROJECTS FUND:</b>		<b>\$ 818,552.02</b>

<b>ASSOCIATED STUDENT BODY FUND:</b>		
Accounts Payable	72442118 to 72442119	\$ 210.00
Accounts Payable	72442120 to 72442121	\$ 825.00
Accounts Payable	72442122 to 72442126	\$ 490.28
Accounts Payable	72442127 to 72442132	\$ 942.18
Accounts Payable	72442133 to 72442135	\$ 17.61
Accounts Payable ACH		\$ 28,309.19
Accounts Payable ACH		\$ 4,362.27
Accounts Payable ACH		\$ 4,584.56
Accounts Payable ACH		\$ 6,368.26
Accounts Payable ACH		
Accounts Payable - COMP TAX		\$ 73.61
<b>TOTAL ASSOCIATED STUDENT BODY FUND:</b>		<b>\$ 46,182.96</b>

<b>PRIVATE PURPOSE FUND:</b>		
Accounts Payable	72700579 to 72700579	
Accounts Payable	72700580 to 72700580	
Accounts Payable ACH		
Voided Warrants		
Accounts Payable - COMP TAX		
<b>TOTAL PRIVATE PURPOSE FUND:</b>		<b>\$ -</b>

<b>TRANSPORTATION VEHICLE FUND:</b>		
Accounts Payable	72900030 to 72900030	
<b>TOTAL TRANSPORTATION VEHICLE FUND:</b>		<b>\$ -</b>

Board of Directors of Tumwater School District No. 33
<div style="text-align: center;"> <p>I, Carele 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.</p> </div>



# Tumwater School District

Dr. Carole Meyer  
Interim Superintendent

621 Linwood Avenue SW Tumwater, WA 98512-6847  
(360) 709-7000 [www.tumwater.k12.wa.us](http://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**

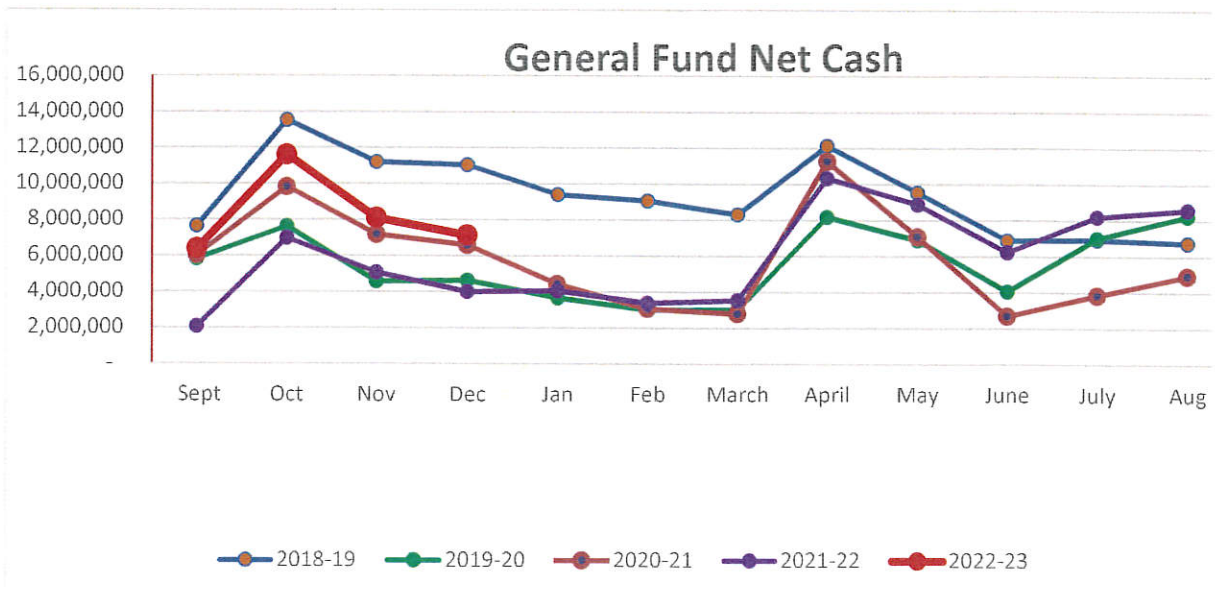
**FROM: Melissa Richter, Executive Director of Financial Services**

**RE: *Budget Status Reports for December 2022  
Updated Cash and Fund Balance Status for December 2022  
Enrollment Update December 2022***

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**Budget Status Reports** - Attached are the Budget Status reports for December 2022 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 December 2022, which includes the cash balance of New Market Skill Center **(1,638,776)**.



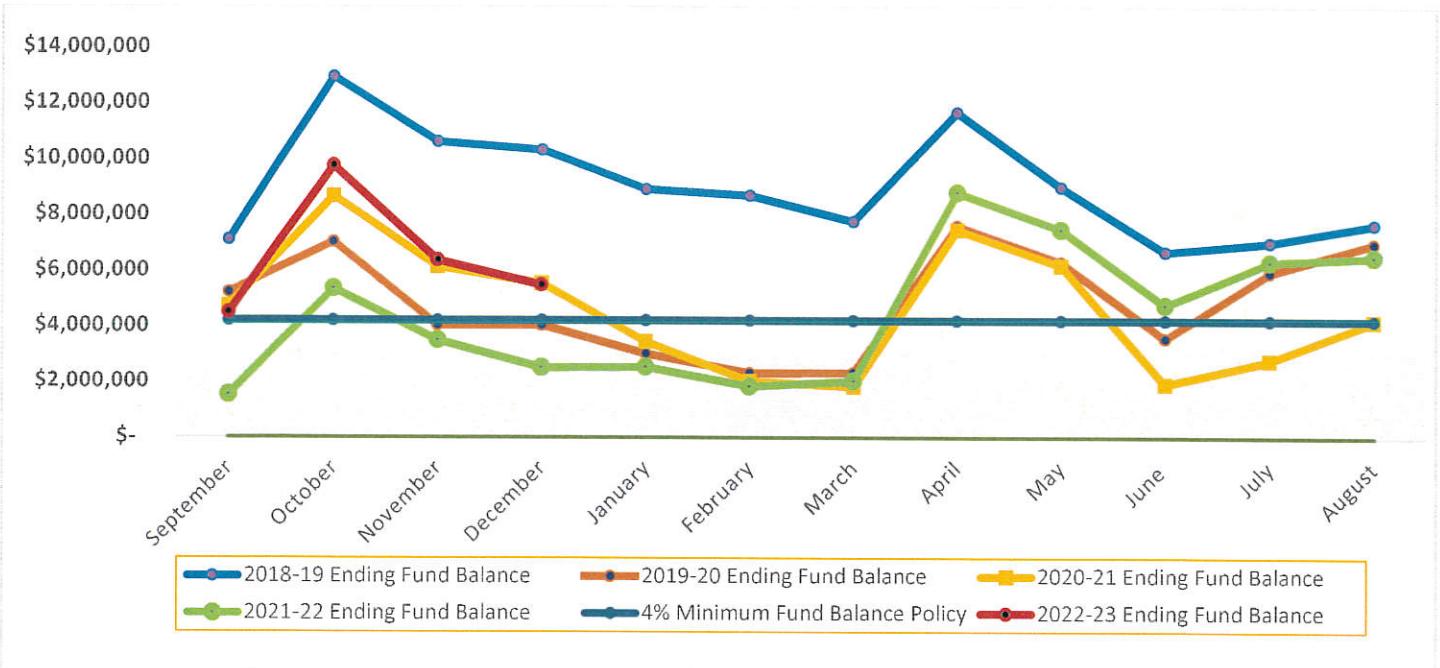
BOARD OF DIRECTORS  
JILL ADAMS MELISSA BEARD DARBY KAIKKONEN SCOTT KILLOUGH CASEY TAYLOR

*"Continuous Student Learning in a Caring, Engaging Environment"*

## General Fund – Fund Balance (Excluding Skills Center):

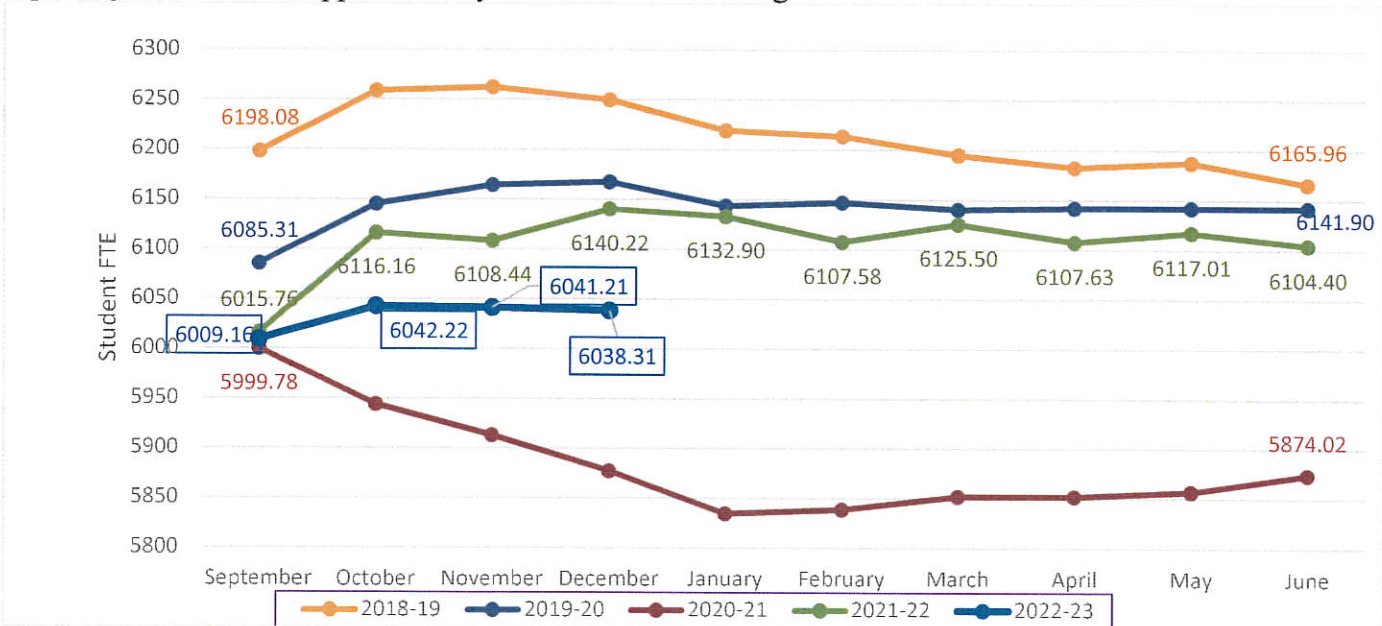
The following chart shows TSD fund balance history as of 12/31/22. The straight line is showing the minimum fund balance policy of 4% of total budgeted expenditures for the 22-23 school year which is \$4,197,960.

The fund balance for the district is: \$7,126,830 which includes \$1,638,776 for Skills Center, leaving our ending fund balance as of 12/31/22 at \$5,488,053.



## Enrollment Update

The following shows student enrollment for the past four years, updated with November counts as of 12/10/22. 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 November reporting was 6038.31, approximately 56.81 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 December, 2022

<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	18,184,513	41,859.40	8,020,053.53		10,164,459.47	44.10
2000 LOCAL SUPPORT NONTAX	1,774,821	68,231.04	319,447.74		1,455,373.26	18.00
3000 STATE, GENERAL PURPOSE	64,123,553	5,778,443.07	19,834,259.13		44,289,293.87	30.93
4000 STATE, SPECIAL PURPOSE	15,100,203	1,295,686.35	4,534,758.91		10,565,444.09	30.03
5000 FEDERAL, GENERAL PURPOSE	50,000	.00	.00		50,000.00	0.00
6000 FEDERAL, SPECIAL PURPOSE	5,850,810	469,811.41	999,930.71		4,850,879.29	17.09
7000 REVENUES FR OTH SCH DIST	8,000	339.26	7,326.99		673.01	91.59
8000 OTHER AGENCIES AND ASSOCIATES	100,550	15,423.00	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	7,669,793.53	33,731,200.01		71,461,249.99	32.07
<u>B. EXPENDITURES</u>						
00 Regular Instruction	55,897,564	4,455,972.75	18,926,859.29	32,637,831.29	4,332,873.42	92.25
10 Federal Stimulus	761,842	38,754.83	85,111.89	869,091.72	192,361.61-	125.25
20 Special Ed Instruction	13,639,784	1,364,160.97	4,532,142.97	9,352,530.20	244,889.17-	101.80
30 Voc. Ed Instruction	4,835,433	327,860.82	1,301,655.07	2,519,396.15	1,014,381.78	79.02
40 Skills Center Instruction	4,511,081	411,814.57	1,444,625.13	1,175,030.26	1,891,425.61	58.07
50+60 Compensatory Ed Instruct.	4,209,476	255,663.94	1,113,335.84	1,819,669.33	1,276,470.83	69.68
70 Other Instructional Pgms	307,476	32,301.71	128,744.49	162,952.68	15,778.83	94.87
80 Community Services	632,492	49,002.14	214,753.52	393,700.60	24,037.88	96.20
90 Support Services	20,153,866	1,705,083.96	7,846,628.52	11,406,164.53	901,072.95	95.53
<u>Total EXPENDITURES</u>	104,949,014	8,640,615.69	35,593,856.72	60,336,366.76	9,018,790.52	91.41
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 OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	243,436	970,822.16-	1,862,656.71-		2,106,092.71-	865.15-
F. <u>TOTAL BEGINNING FUND BALANCE</u>	5,571,346		8,989,486.91			
G. <u>G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXX		.00			
H. <u>TOTAL ENDING FUND BALANCE (E+F + OR - G)</u>	5,814,782		7,126,830.20			

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	1,638,776.74
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/Prepd 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 Committd to Econmc Stabilizatn	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-	77,460.40
G/L 890 Unassigned Fund Balance	1,235,570	341,655.26
G/L 891 Unassigned Min Fnd Bal Policy	3,829,799	3,177,200.56
<u>TOTAL</u>	5,814,782	7,126,830.20

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 December, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	5,297,435	11,409.92	2,203,847.90		3,093,587.10	41.60
2000 Local Support Nontax	850,000	22,854.24	312,016.63		537,983.37	36.71
3000 State, General Purpose	0	17,404.47	51,362.96		51,362.96-	0.00
4000 State, Special Purpose	3,451,450	3,500.00	4,913.00		3,446,537.00	0.14
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	55,168.63	2,572,140.49		7,026,744.51	26.80
<u>B. EXPENDITURES</u>						
10 Sites	2,300,000	3,313.52	21,704.58	89,438.85	2,188,856.57	4.83
20 Buildings	5,700,000	189,499.89	364,412.50	1,463,966.03	3,871,621.47	32.08
30 Equipment	1,610,000	625,258.61	689,202.25	187,194.03	733,603.72	54.43
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	480.00	960.00	3,000.00	3,960.00-	0.00
90 Debt	0	.00	.00	0.00	.00	0.00
<u>Total EXPENDITURES</u>	9,610,000	818,552.02	1,078,660.21	1,743,598.91	6,787,740.88	29.37
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>	11,115-	763,383.39-	1,493,480.28		1,504,595.28	< 1000-
F. <u>TOTAL BEGINNING FUND BALANCE</u>	6,740,000		7,796,757.94			
G. <u>G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXX		.00			
H. <u>TOTAL ENDING FUND BALANCE</u> <u>(E+F + OR - G)</u>	6,728,885		9,290,238.22			

I. ENDING FUND BALANCE ACCOUNTS:

G/L 810 Restricted For Other Items	0	.00
G/L 825 Restricted for Skills Center	110,000	207,727.19
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	2,394,384.35
G/L 863 Restricted from State Proceeds	930,000	2,973,264.30
G/L 864 Restricted from Fed Proceeds	0	.00
G/L 865 Restricted from Other Proceeds	250,000	266,082.31
G/L 866 Restricted from Impact Proceeds	2,400,000	2,643,403.53
G/L 867 Restricted from Mitigation Fees	990,000	763,759.65
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	41,616.89
G/L 890 Unassigned Fund Balance	0	.00
<u>TOTAL</u>	6,728,885	9,290,238.22

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 December, 2022

<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	11,414,285	26,290.26	4,932,481.84		6,481,803.16	43.21
2000 Local Support Nontax	50,000	15,967.93	37,667.62		12,332.38	75.34
3000 State, General Purpose	0	38,966.53	114,995.54		114,995.54-	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
<u>Total REVENUES/OTHER FIN. SOURCES</u>	<u>11,464,285</u>	<u>81,224.72</u>	<u>5,085,145.00</u>		<u>6,379,140.00</u>	<u>44.36</u>
<u>B. EXPENDITURES</u>						
Matured Bond Expenditures	7,445,000	7,445,000.00	7,445,000.00	0.00	.00	100.00
Interest On Bonds	3,491,425	1,838,775.00	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
<u>Total EXPENDITURES</u>	<u>11,136,425</u>	<u>9,283,775.00</u>	<u>9,284,975.00</u>	<u>0.00</u>	<u>1,851,450.00</u>	<u>83.37</u>
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 OVER(UNDER) EXPENDITURES (A-B-C-D)</u>	327,860	9,202,550.28-	4,199,830.00-		4,527,690.00-	< 1000-
F. <u>TOTAL BEGINNING FUND BALANCE</u>	8,400,000		8,652,433.94			
G. <u>G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXXX		.00			
H. <u>TOTAL ENDING FUND BALANCE (E+F + OR - G)</u>	8,727,860		4,452,603.94			
<u>I. ENDING FUND BALANCE ACCOUNTS:</u>						
G/L 810 Restricted for Other Items	0		929,869.09			
G/L 830 Restricted for Debt Service	8,727,860		1,326,588.34			
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		2,196,146.51			
G/L 890 Unassigned Fund Balance	0		.00			
<u>TOTAL</u>	<u>8,727,860</u>		<u>4,452,603.94</u>			



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 December, 2022

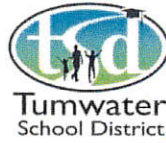
	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<b>A. REVENUES</b>						
1000 General Student Body	666,840	14,754.13	162,915.69		503,924.31	24.43
2000 Athletics	443,550	18,875.42	131,601.02		311,948.98	29.67
3000 Classes	130,235	320.00	1,905.00		128,330.00	1.46
4000 Clubs	182,314	5,096.65	35,068.50		147,245.50	19.24
6000 Private Moneys	30,150	21.11	11,351.48		18,798.52	37.65
<b>Total REVENUES</b>	<b>1,453,089</b>	<b>39,067.31</b>	<b>342,841.69</b>		<b>1,110,247.31</b>	<b>23.59</b>
<b>B. EXPENDITURES</b>						
1000 General Student Body	591,182	15,493.10	52,248.18	5,798.07	533,135.75	9.82
2000 Athletics	482,240	24,275.32	122,339.17	24,352.89	335,547.94	30.42
3000 Classes	120,670	59.10	991.90	0.00	119,678.10	0.82
4000 Clubs	198,944	5,682.19	26,950.27	731.34	171,262.39	13.91
6000 Private Moneys	44,750	466.25	9,447.02	0.00	35,302.98	21.11
<b>Total EXPENDITURES</b>	<b>1,437,786</b>	<b>45,975.96</b>	<b>211,976.54</b>	<b>30,882.30</b>	<b>1,194,927.16</b>	<b>16.89</b>
<b>C. EXCESS OF REVENUES OVER(UNDER) EXPENDITURES (A-B)</b>						
	15,303	6,908.65-	130,865.15		115,562.15	755.16
<b>D. TOTAL BEGINNING FUND BALANCE</b>						
	785,000		761,136.92			
<b>E. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</b>						
	XXXXXXXXXX		.00			
<b>F. TOTAL ENDING FUND BALANCE (C+D + OR - E)</b>						
	800,303		892,002.07			
<b>G. ENDING FUND BALANCE ACCOUNTS:</b>						
G/L 810 Restricted for Other Items	785,000		16,075.00			
G/L 819 Restricted for Fund Purposes	15,303		839,246.94			
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			
<b>TOTAL</b>	<b>800,303</b>		<b>892,002.07</b>			

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 December, 2022

<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	1,159.92	2,502.63		497.37	83.42
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	1,159.92	2,502.63		500,497.37	0.50
<u>B. 9900 TRANSFERS IN FROM GF</u>	0	.00	.00		.00	0.00
<u>C. Total REV./OTHER FIN. SOURCES</u>	503,000	1,159.92	2,502.63		500,497.37	0.50
<u>D. EXPENDITURES</u>						
Type 30 Equipment	600,000	.00	.00	0.00	600,000.00	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-	1,159.92	2,502.63		99,502.63	102.58-
<u>H. TOTAL BEGINNING FUND BALANCE</u>	667,875		642,039.06			
<u>I. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXXX		.00			
<u>J. TOTAL ENDING FUND BALANCE (G+H + OR - I)</u>	570,875		644,541.69			
<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		644,541.69			
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		644,541.69			

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



\*\*\*\*\* MEMO \*\*\*\*\*

**DATE:** January 20, 2023  
**TO:** Tumwater School District Board of Directors  
**FROM:** Mel Murray, Director of Facilities  
**SUBJECT:** **Consent Agenda – Construction Contract Award**  
**Black Lake Elementary and Tumwater High School Boiler Replacements**

Bids were received on Tuesday, January 17, 2023 for the Black Lake Elementary and Tumwater High School Boiler Replacements project.

The work will replace old boilers, two at each school, with new high efficiency boilers. The contractors were also asked to provide an alternate bid to replace the boiler pumps at Black Lake Elementary with more efficient variable speed pumps, THS already has these. The district is electing to accept the alternate bid as well. The project will reduce energy use and help us comply with the Washington Clean Building Act regulations at each school.

Four contractors submitted bids; the low bid was submitted by Betschart Mechanical of Puyallup. All bids received are listed below. The Engineer’s estimate for the base bid was \$870,000. Capital levy funds are being used for this project.

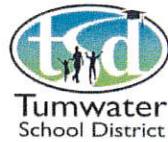
BIDDER	Base Bid	+	Alternate Bid	=	Total Bid
<b>Betschart Mechanical</b>	\$ 889,000.00	+	\$ 41,500.00	=	<b>\$ 930,500.00</b>
Apex Mechanical LLC	\$ 890,500.00	+	\$ 58,500.00	=	\$ 949,000.00
Aries Mechanical Inc.	\$ 926,100.00	+	\$ 31,600.00	=	\$ 957,700.00
General Mechanical Inc.	\$ 988,900.00	+	\$ 37,925.00	=	\$ 1,026,825.00

Betschart Mechanical meets all the criteria of the bid documents. They reviewed their bid and confirmed their pricing; have visited the site and understand the scope of the work, the schedule and the prevailing wage requirements.

Betschart Mechanical previously worked with the district last summer on a similar project at BHHS to replace the boilers and chiller.

*Award of the construction contract for the Black Lake Elementary and Tumwater High School Boiler Replacements project for the Base Bid and Alternate Bid #1 for the total amount of \$930,500.00 is recommended.*

\*\*\*\*\*



\*\*\*\*\* **MEMO** \*\*\*\*\*

**DATE:** January 20, 2023  
**TO:** Tumwater School District Board of Directors  
**FROM:** Mel Murray, Director of Facilities  
**SUBJECT:** **Consent Agenda – Construction Contract Award**  
**Black Lake and Michael T. Simmons Illness Room Renovations**

Bids were received on Tuesday, January 10, 2023 for the Black Lake and Michael T. Simmons Elementary Schools Illness Room Renovations.

The work will add a new illness room separated from the health room at each school. This will free up the rooms being used for isolation for other uses and reduce the amount of staff needed to monitor the illness rooms.

Eight contractors submitted bids; the low bid was submitted by J.A. Morris Construction of Olympia. All bids received are listed below and the Architect’s estimate was \$465,000. Capital levy funds are being used for this project.

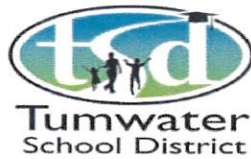
BIDDER	Base Bid A: BLE	+	Base Bid B: MTS	=	Total Base Bid
<b>J.A. Morris Construction</b>	\$ 214,000.00	+	\$ 309,000.00	=	<b>\$ 523,000.00</b>
Andy Johnson & Co., Inc.	\$ 228,000.00	+	\$ 342,000.00	=	\$ 570,000.00
Christensen, Inc.	\$ 257,000.00	+	\$ 340,000.00	=	\$ 597,000.00
Lewis/Cutler Construction	\$ 268,800.00	+	\$ 331,600.00	=	\$ 600,400.00
Rognlin's, Inc.	\$ 297,000.00	+	\$ 352,500.00	=	\$ 649,500.00
Forma Construction Co.	\$ 333,100.00	+	\$ 399,000.00	=	\$ 732,100.00
Good News Group, Inc.	\$ 353,029.00	+	\$ 474,950.00	=	\$ 827,979.00
Westmark Construction	\$ 378,476.00	+	\$ 450,094.00	=	\$ 828,570.00

J.A. Morris Construction meets all the criteria of the bid documents. They reviewed their bid and confirmed their pricing; they visited the site and understand the scope of the work. They can meet the schedule and comply with prevailing wage requirements.

Previous clients and architects who have worked with JA Morris said the firm performed professionally with a high level of craftsmanship. Project manager Paul Orth was noted as being competent, attentive, and continually present and available at the job site. Two of the references specifically mentioned that they contact JA Morris and request their participation when new projects go out to bid.

*Award of the general construction contract for the Black Lake and Michael T. Simmons Elementary Schools Illness Room Renovations for the total base bid of \$523,000.00 is recommended.*

\*\*\*\*\*



**DATE:** January 26, 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.

**ECLC Playground Equipment Move & Re-install**

**Allplay Systems**

Initial Contract	\$46,637.53
Change Orders	\$ 0.00
<b>Contract Total</b>	<b>\$46,637.53</b>
Retainage 10%	\$ 4,663.75

**TMS Boy's Bathroom Repair**

**Lewis/Cutler Construction**

Initial Contract	\$71,234.50
Change Orders	\$ 0.00
<b>Contract Total</b>	<b>\$71,234.50</b>
Retainage 10%	\$ 7,123.45

**LRE & PGS Illness Room Renovations**

**Scott Wall Construction**

Initial Contract	\$75,894.00
Change Orders	\$ 0.00
<b>Contract Total</b>	<b>\$75,894.00</b>
Retainage 10%	\$ 7,589.40

**EOE & THES Illness Room Renovations**

**Adroit Contractors Inc.**

Initial Contract	\$173,398.00
Change Orders	\$ 3,769.82
<b>Contract Total</b>	<b>\$177,167.82</b>
Retainage 5%	\$ 8,858.39

**Support Services Parking Lot Lighting Upgrades**

**Cunningham Electric Co.**

Initial Contract	\$73,131.00
Change Orders	\$ 0.00
<b>Contract Total</b>	<b>\$73,131.00</b>
Retainage 10%	\$ 7,313.10



\* \* \* \* \* **MEMO** \* \* \* \* \*

**DATE:** January 20, 2023  
**TO:** Tumwater School District Board of Directors  
**FROM:** Mel Murray, Director of Facilities  
**SUBJECT: Consent Agenda**  
**Department of Commerce Grant Agreement**  
**Black Hills High School Solar Project**

Last summer, with assistance from the sustainability engineers at Sazan Consulting Services, TSD applied for and was awarded a grant to install solar panels on the roof above the library at BHHS.



The project is estimated to cost \$196,784. The Commerce grant will pay for 45% or \$92,980 of this making \$108,231 the District cost.

I have also added a contingency of \$30,000 to pay for installing a fall restraint system on the roof and cover unforeseen circumstances.

The size of the BHHS solar array will be 67 kW; the size of the Peter G. Schmidt array is 40 kW.

The array at BHHS should generate about 85,800 kWh per year which is 7-8% of the annual total electricity used there. The resulting cost savings would be about \$10,000 per year at current rates, an eleven-year pay-back.

After the agreement is approved by TSD and Commerce, we will start the design and proceed with installation of the system.

I request approval of the grant agreement for the Black Hills High School Solar Project with Washington State Dept. of Commerce.



**Capital Agreement with**

Tumwater School District #33

**through**

Energy Programs in Communities Unit – Energy Retrofits for Public  
Buildings: Solar 2022

**Contract Number: 22-92601-910**

**For**

Black Hills High School Solar Project

**Dated: DATE**



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## Face Sheet

Contract Number: 22-92601-910

**Washington State Department of Commerce  
Energy Division  
Energy Programs in Communities Unit  
Energy Retrofits for Public Buildings – Solar**

<b>1. Grantee</b> Tumwater School District #33 612 Linwood Avenue SW Tumwater, WA 98512		<b>2. Grantee Doing Business As (as applicable)</b>  	
<b>3. Grantee Representative</b> Mel Murray Director of Facilities 3607097004 mel.murray@tumwater.k12.wa.us		<b>4. COMMERCE Representative</b> Jill Eikenhorst Solar Program Supervisor 360-522-0000 energyretrofits@commerce.wa.gov  1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525	
<b>5. Grant Amount</b> \$88,553.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> <Insert award date>
<b>8. End Date</b> <Insert end date>			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A  <b>ALN</b> N/A	
<b>10. Tax ID #</b> 91-0936197	<b>11. SWV #</b> SWV0077538-00	<b>12. UBI #</b> 344-000-196	<b>13. UEI #</b> 
<b>14. Contract Purpose</b> The Black Hills High School Solar PV Array project purchases and installs a 66.6 kW AC (78.4 kW DC) roof-mounted net-metered solar photovoltaic system at Black Hills High School located at 7741 Littlerock Road SW, Tumwater, WA 98512. The solar panels will be mounted on the existing metal roof above the school library..			
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso.			
<b>FOR GRANTEE</b>  <hr/> Mel Murray, Director of Facilities  <hr/> Date		<b>FOR COMMERCE</b>  <hr/> Michael Furze, Assistant Director, Energy Division  <hr/> Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #37)**

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #43)**

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Agreement; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Agreement, regardless of reimbursement status under this agreement.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this agreement.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this agreement  
All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

### **3. 2022 SOLAR GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated June 2021 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **4. REPORTING REQUIREMENTS**

During the construction phase of the Scope of Work, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. AGREEMENT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Agreement.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Agreement.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$88,553.00 for up to 45 percent of the total cost incurred by the Grantee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in attached Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

The invoice shall include the Contract Number identified on the Face Sheet of this Agreement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the agreement through June 30, regardless of the agreement start and end date.

#### **Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of Agreement funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Agreement, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Agreement, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

## 7. **INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this Agreement. Failure to maintain the required insurance coverage may result in termination of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

## 8. **FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Agreement immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## 9. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this agreement shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Agreement under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALLOWABLE COSTS**

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

### **3. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

### **4. AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## 6. **APPROVAL**

This agreement shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

## 7. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

## 8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

## 9. **CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

## 10. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 11. **CONFORMANCE**

If any provision of this agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Agreement, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contracts, during the 24-month period preceding the start date of this Agreement. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of an Agreement.

In the event this agreement is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the agreement by the Grantee. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this agreement.

## **13. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **14. DISALLOWED COSTS**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## 15. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## 16. **DUPLICATE PAYMENT**

Grantee certifies that work to be performed under this agreement does not duplicate any work to be charged against any other agreement, subcontract, or other source.

## 17. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 18. **INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

## 19. **INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## 20. **INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## 21. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

## 22. **LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

## 23. **LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

#### **24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

#### **25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this agreement may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this agreement.

#### **26. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

#### **27. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

#### **28. PREVAILING WAGE LAW**

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee

shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

**29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**30. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**31. RECAPTURE**

In the event that the Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Agreement.

**32. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Grantee shall provide access to its facilities for this purpose.

**35. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, COMMERCE may suspend

or terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

**36. SEVERABILITY**

The provisions of this agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.

**37. SUBCONTRACTING (REPLACED BY PROGRAM SPECIFIC TERMS AND CONDITIONS SECTION #1)**

~~The Grantee may only subcontract work contemplated under this Agreement if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

**38. SURVIVAL**

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**40. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this agreement in a timely manner, COMMERCE has the right to suspend or terminate this agreement. Before suspending or terminating the agreement, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the agreement may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original agreement and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the agreement. A termination shall be deemed a "Termination for Convenience" if it is

determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

#### **42. TERMINATION PROCEDURES**

Upon termination of this agreement, COMMERCE, in addition to any other rights provided in this agreement, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the agreement on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the agreement that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the agreement had been completed, would have been required to be furnished to COMMERCE;



- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this agreement, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**43. TREATMENT OF ASSETS (REPLACED BY PROGRAM SPECIFIC TERMS AND CONDITIONS #2)**

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this agreement, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this agreement, or (ii) commencement of use of such property in the performance of this agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this agreement.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this agreement.~~
- ~~E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

**44. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Attachment A: Scope of Work

The Black Hills High School Solar PV Array project purchases and installs a 66.6 kW AC (78.4 kW DC) roof-mounted net-metered solar photovoltaic system at Black Hills High School located at 7741 Littlerock Road SW, Tumwater, WA 98512. The solar panels will be mounted on the existing metal roof above the school library.

The scope of work includes:

- Final engineering in order to publicly bid the system.
- Contracting with the responsive low bidder, a solar energy company, that will be responsible for providing and installing the complete system:
  1. (196) Silfab Solar ~~or equal~~ 400W modules.
  2. (1) SolarEdge SE 66.6 kW-AC inverter.
  3. S-5-K Grip Clamps to support the modules on the existing roof.
  4. Provide and install electrical gear and feeders required to connect PV system to existing electrical service, including raceways/conduit, junction boxes, disconnect switches and utility meter base. These will be installed on or inside the existing building envelope.
  5. Apply and pay for a mechanical building permit form the City of Tumwater and an electrical permit from Labor & Industries.
  6. Provide a SolarEdge monitoring platform to monitor energy production throughout the life of the system. It will be required to have capabilities to communicate energy production in real-time for TSD staff and students.
  7. Follow all public contracting laws, including payment of prevailing wages, providing payment and performance bonds and a certificate of insurance.
  8. File PSE utility interconnection paperwork.
  9. Commission the solar PV system including installation verification, startup and testing
  10. Provide Tumwater School District with an O&M manual, demonstration and training.
  11. Provide a one-year blanket warranty and any other warranties required in the bidding documents.
  12. Submit a Measurement & Verification report for one year after system commissioning, including monitoring data, utility usage, and any operational issues and lessons learned.
- Tumwater School District will install any required fall restraint systems on the roof under a separate contract with other capital funds not connected to this grant before the installation takes place.

All solar modules used in this project must be manufactured in Washington, unless alternative equipment is approved by Commerce prior to installation.

## Attachment B: Budget

Grant funds will be issued upon receipt of deliverables and described in the budget table below. To draw grant funds:

- Project must be in compliance with all aspects of this contract
- Grantee must submit an invoice to Commerce in compliance with Special Terms and Conditions Section 3

Milestone	Project Activity and Task	Key Deliverables	Deliverable Descriptions	Expected Completion Date	Amount
<b>A</b>	Project Design	Copy of requested permit applications	A copy of the electrical and building permit applications submitted to the Jurisdiction(s) Having Authority (JHA)	February 2023	\$20,000.00
<b>B</b>	Installation	Evidence that inspections have been requested	Documentation that the inspection has been requested with the JHA	April 2023	\$58,553.00
<b>C</b>	Construction Close Out	Interconnection Approval	Documentation that interconnection has been approved by the serving electrical authority	July 2023	\$5,000.00
		Certification of Match	Letter signed by grantee official stating final project costs and amount of match provided.		
		Construction close out Report	Construction close out report using template provided by Commerce		
<b>D</b>	Measurement and Verification (M&V)	M&V Report	M&V report provided by Energy Services Company	September 2024	\$5,000.00
<b>Grant Total</b>					<b>\$88,553.00</b>

	Maximum percentage from Commerce	45%
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## **Attachment C: Proviso governing this Program**

Substitute House Bill 1080; Chapter 332, Laws Of 2021  
Capital Budget

Section 1065 2021-23 Energy Retrofits for Public Buildings Grant Program

- (2)(a) \$1,000,000 of the appropriation in this section is provided solely for grants to be awarded in competitive rounds to local governments, public higher education institutions, school districts, federally recognized tribal governments, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.
- (b) At least 20 percent of each competitive grant round is designated for award to eligible projects in small cities or towns with a population of 5,000 or fewer residents.
- (c) In each competitive round, a higher energy savings to investment ratio must result in a higher project ranking. Priority consideration must be given to applicants that have not received grant awards for this purpose in prior biennia.
- (d) The department must determine a minimum match ratio to maximize the leverage of nonstate funds.



**DATE:** January 26, 2023  
**TO:** Tumwater School District Board of Directors  
**FROM:** Mel Murray, Director of Facilities  
**SUBJECT:** Consent Agenda  
Capital Projects Contract Change Orders

\*\*\*\*\*

Change Order #2 for the New Market Skills Center 2022 Cosmetology construction contract is attached.

Change Order #1 for the CTE's Tumwater Chamber of Commerce Building Upgrades construction contract is attached.

These change orders are recommended for approval. Please contact me with any questions.

\*\*\*\*\*

**CHANGE  
ORDER**

OWNER X  
 ARCHITECT X  
 CONTRACTOR X  
 FIELD  
 OTHER

AIA Document G701

PROJECT:  
 NMSC 2022 Cosmetology  
 7299 New Market St. SW  
 Tumwater, WA 98501

CHANGE ORDER NO.: 2

DATE: 1/9/2023

ARCHITECT'S PROJECT NO.: 2022-013

TO CONTRACTOR: Adroit Contractors  
 1001 S. Evergreen Park Dr. SW  
 Olympia, WA 98502  
 Attn: Stuart Drebiak

CONTRACT DATE: 8/8/2022

CONTRACT FOR: Construction

The Contract is changed as follows:

1 Incorporate work described by CCD #01 & #02 \$9,047.59

**Total Change Order # 2 \$9,047.59**

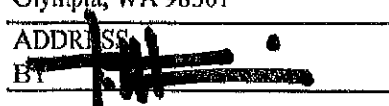
This change order provides for all compensation arising directly or indirectly for this work including money, time and impact compensation

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was	\$169,065.00
Net change by previously authorized Change Orders	(\$24,625.00)
The (Contract Sum) ( <del>Guaranteed maximum Price</del> ) prior to this Change Order was	\$144,440.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be-(increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order in the amount of	\$9,047.59
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be	\$153,487.59

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero calendar (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is: Thursday, December 8, 2022

NOTE: This summary does not reflect changes in the Contract sum, Contract Time or Guaranteed Maximum Price which will have been authorized by Construction Change Directive.

Tovani Hart, PC  
 ARCHITECT  
 609 A Columbia St. SW  
 ADDRESS  
 Olympia, WA 98501  
 ADDRESS  
 BY   
 DATE 01/09/2023

Adroit Contractors  
 CONTRACTOR  
 1001 S. Evergreen Park Dr. SW  
 ADDRESS  
 Olympia, WA 98502  
 ADDRESS  
 BY  
 DATE

Tumwater School District  
 OWNER  
 621 Linwood Ave. SW  
 ADDRESS  
 Tumwater, WA 98512  
 ADDRESS  
 BY  
 DATE



Change Order 1

Address
Tumwater School District Tumwater Chamber of Commerce Building

Change Order			1
Date	1/4/2023		

Description	Amount
-------------	--------

PO 9662100000      Original PO Total \$69,383.58

**Sheetrock:**

We had very minor sheetrock, mud, tape, texture      -\$3,000.00

**Windows + Doors:**

No framing needed.      -\$3,414.00

Changing store front door to 6o68 SGD.

Changed windows from 3o5o to 2o5o.

**Exterior Work:**

no siding work around new windows and sgd.      -\$1,000.00

**Plumbing:**

Hot water tank was previously plumbed and      -\$1,500.00

everything worked.

Total Deductions      -\$8,914.00

**Deck Change Order:**

Existing deck could not be saved, rotten framing.      \$16,677.80

Demo deck and hauled away all debris. Frame new  
deck out pressure treat and all weahter deck boards.

Total CO:      \$7,763.80

*MJ My*  
1-5-2023



## Becky Parsons

---

**Subject:** FW: awning as a donation to LRE from PTO  
**Attachments:** Awening.pdf; awning bid.jpg

**From:** Glenn Spinnie <[Glenn.Spinnie@tumwater.k12.wa.us](mailto:Glenn.Spinnie@tumwater.k12.wa.us)>  
**Sent:** Tuesday, January 10, 2023 10:23 AM  
**Subject:** awning as a donation to LRE from PTO

Attached is documentation for an awning PTO wants to donate to LRE. This awning is over \$5000, so it needs board approval. We have worked through maintenance and capital projects and have been 'okayed' to proceed. This will cost the district nothing, as PTO will also pay for install. The purpose of the awning is to cover the area where students visit the 'Tiger Paw Store' as part of the building PBIS system. The need for a cover is to keep students dry in the rain, and keep the sun from getting the outside metal shelf so hot on sunny days that students get burned. If you need more information, please let me know.

Glenn Spinnie, Principal  
Littlerock Elementary School



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

---

**From:** Lisa Prosser <[lisa.prosser@tumwater.k12.wa.us](mailto:lisa.prosser@tumwater.k12.wa.us)>  
**Sent:** Monday, January 9, 2023 5:17 PM  
**To:** Glenn Spinnie <[Glenn.Spinnie@tumwater.k12.wa.us](mailto:Glenn.Spinnie@tumwater.k12.wa.us)>  
**Subject:** awning

King's Handyman Services  
3610 81st Ave SW  
Olympia, WA 98512 US  
gkinghandyman@gmail.com



## Estimate

### ADDRESS

Littlerock Elementary  
12710 Littlerock Rd. Sw.  
Olympia, Wa. 98512

ESTIMATE # 1418

DATE 11/14/2022

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Awning	15' Plat. Plus XXL Semi-Cassette, Cream Frame, Valance, Cord	6,391.00T
	Awning	Shipping and Handling	259.00T
	Awning	Short Cord	30.00T
	Installation	Labor to Wall Mount	850.00T
SUBTOTAL			7,530.00
TAX			602.40
TOTAL			<b>\$8,132.40</b>

Accepted By

Accepted Date

Thank You For Your Business!

# Platinum Plus

## WITH SEMI-CASSETTE

**Aaaaaaaah.** Sit back and enjoy the view. Offering a contemporary, finished look, our top-of-the-line model features a semi-cassette housing that protects your awning from dirt, rain, wind, and snow—all year round.

### Features

- 10-year limited warranty
- Retracts with one-touch remote control
- Baked-on powder paint for a durable finish
- Reduced wear and tear on fabric
- Includes semi-cassette housing

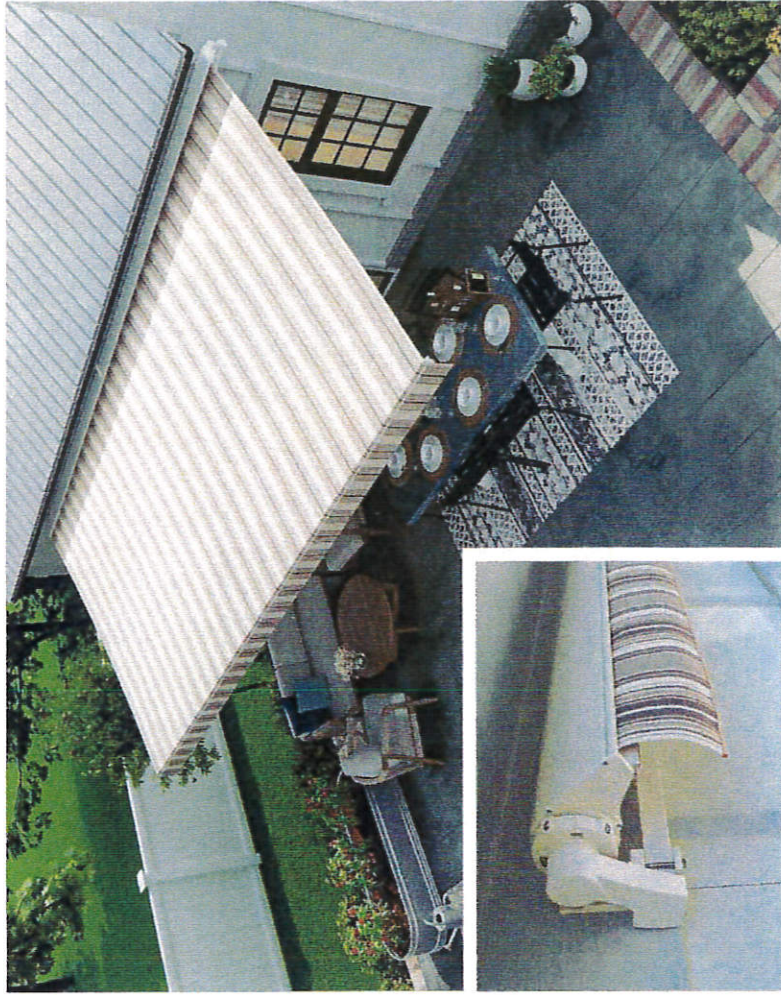
### Details

Awning Style \_\_\_\_\_ Lateral Arm \_\_\_\_\_  
 Awning Width \_\_\_\_\_ 14 to 20 ft.  
 Total Projection \_\_\_\_\_ 10 ft., 2 in.  
Upgrade to XL projection.....11 ft., 8 in. or 13 ft., 1 in  
 Minimum Mounting Height \_\_\_\_\_ 7 ft., 6 in.

**Fabric Types Offered:** Performance Acrylic or Sunbrella®

**Operation:** Somfy electric motor with remote control and 18 ft. plug-in cord.

**Frame Color Options:**  White  Cream





Dr. Carole Meyer  
Interim Superintendent

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

## MEMORANDUM

DATE: January 12, 2023

TO: School Board  
Dr. Carole Meyer, Superintendent

FROM: Dan Reich, Director of Technology

RE: Consent Agenda  
Networking Equipment Bid Award

The technology department, in conjunction with Kraig Consulting, posted a bid for networking equipment to comply with e-rate purchasing requirements. The equipment on the bid is for the district data center network switches and district office building networking. The equipment it is replacing was last updated in 2014 and was identified as a project to replace with our 2022 CP Levy.

By purchasing using E-rate, we were able to discount the equipment by 50% where the USAC funds pays for their portion the district pays the remainder. The discount is based on our free and reduced lunch count.

The total cost of the equipment to the district is \$91,194.99. Please reach out if you have any questions.

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

*“Continuous Student Learning in a Caring, Engaging Environment”*



**Right! Systems, Inc.**  
 2600 Willamette Drive NE  
 Suite C  
 Lacey, WA 98516  
 Phone: 360-528-4077  
 casey.debow@rightsys.com

QUOTE	
Date	01/03/23
Quote #	RSIQ64959-01
SalesRep Casey DeBow	360-528-4077
Prepared By Casey DeBow	360-528-4077
Customer Contact	Dan Reich (360) 709-7037 dan.reich@tumwater.k12.wa.us

**Customer**  
 Tumwater School District  
 Dan Reich (360) 709-7037  
 621 Linwood Ave. SW  
 Tumwater, WA 98512  
 United States

**Bill To**  
 Tumwater School District  
 Dan Reich (360) 709-7037  
 621 Linwood Ave. SW  
 Tumwater, WA 98512  
 United States

**Ship To**  
 Tumwater School District  
 Dan Reich (360) 709-7037  
 621 Linwood Ave. SW  
 Tumwater, WA 98512  
 United States

<b>Terms:</b> Net 30 Days	<b>Ship Via:</b> Ground
<b>Special Instructions:</b> NASPO Datacom Contract AR3227 WA Contract # 05819	<b>Description:</b> Tumwater Network Switch Upgrade and Basic Maintenance 2023-2024

#	Description	Part #	Qty	Unit Price	Ext. Price
1	<b>Cisco Catalyst 9300X Switch 24 Port or Equivalent - DC Core</b>				
2	Cisco Catalyst 9300X - Switch - L3 - Managed - 24 x 1/10/25 Gigabit SFP28 - Rack-mountable - K-12 Education	C9300X-24Y-EDU	2	\$7,836.62	\$15,673.24
3	Cisco Smart Net Total Care - Extended Service Agreement - 3 Years - Replacement - 8x5 - Response Time: NBD - for P/N: C9300X-24Y-EDU - Partial Erate Eligibility	CON-SNT-C9300X-2	2	\$2,647.69	\$5,295.38
4	Cisco Catalyst 9300 XE 17.6 Universal	SC9300UK9-176	2	\$0.00	\$0.00
5	Cisco Configuration Option - No SSD Card Selected	C9300-SSD-NONE	2	\$0.00	\$0.00
6	Cisco Configuration Option - No Network Module Selection	C9300X-NM-NONE	2	\$0.00	\$0.00
7	Cisco Network Device Slot Cover - for Catalyst 9300X	C9300X-NM-BLANK	2	\$0.00	\$0.00
8	Cisco StackWise 480 - Stacking Cable - 1.6 ft - for Catalyst 9300X	STACK-T1-50CM	2	\$31.35	\$62.70
9	Cisco StackPower - Power Cable - 1 ft - for Catalyst 9300X	CAB-SPWR-30CM	2	\$29.78	\$59.56
10	Cisco Power Supply - Hot-plug/Redundant (Plug-in Module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt	PWR-C1-715WAC-P	2	\$0.00	\$0.00
11	Cisco Secondary Power Supply - Power Supply - Hot-plug/Redundant (Plug-in Module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt	PWR-C1-715WAC-P/2	2	\$391.83	\$783.66
12	Cisco Power Cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America	CAB-TA-NA	4	\$0.00	\$0.00
13	Cisco Network Plug-n-Play Connect - License	NETWORK-PNP-LIC	2	\$0.00	\$0.00
14	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - Cisco Smart Licensing	PI-LFAS-T	2	\$0.00	\$0.00
15	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (3 Years) - 1 Device	PI-LFAS-AP-T-3Y	2	\$0.00	\$0.00
16	Cisco ThousandEyes Enterprise Agent IBN Embedded - Embedded License	TE-EMBEDDED-T	2	\$0.00	\$0.00
17	Cisco ThousandEyes Enterprise Agent IBN Embedded - Subscription License (3 Years) - Hosted	TE-EMBEDDED-T-3Y	2	\$0.00	\$0.00
18	Cisco Digital Network Architecture Advantage - Term License - 24 Ports - for P/N: C9300X-24Y-EDU	C9300X-DNA-24Y-A	2	\$0.00	\$0.00
19	Cisco Digital Network Architecture Advantage - Term License (3 Years) 100% Erate Eligible	C9300-DNA-L-A-3Y	2	\$630.07	\$1,260.14

#	Description	Part #	Qty	Unit Price	Ext. Price
20	Cisco Network Advantage - License - 24 Ports - for P/N: C9300X-24Y-EDU	C9300X-NW-A-24	2	\$0.00	\$0.00
21	<b>SubTotal</b>				<b>\$23,134.68</b>
22	<b>Cisco Catalyst 9300L Switch 48 Port UPOE or Equivalent - Distribution/Access</b>				
23	Cisco Catalyst 9300L - Switch - L3 - Managed - 48 x 10/100/1000 (UPOE) + 4 x 10 Gigabit SFP+ (Uplink) - Rack-mountable - UPOE (675 W) - K-12 Education	C9300L-48UXG4X-EDU	2	\$4,068.77	\$8,137.54
24	Cisco Smart Net Total Care - Extended Service Agreement - 3 Years - Replacement - 8x5 - Response Time: NBD - for P/N: C9300L-48UXG4X-EDU - Partial Erate Eligibility	CON-SNT-C93D00LX	2	\$1,374.45	\$2,748.90
25	Cisco IOS XE Universal - (v. 17.6) - License	S9300LUK9-176	2	\$0.00	\$0.00
26	Cisco Configuration Option - No SSD Card Selected	C9300L-SSD-NONE	2	\$0.00	\$0.00
27	Cisco Configuration Option - No SSD Card Selected	C9300L-SPS-NONE	2	\$0.00	\$0.00
28	Cisco Power Supply Slot Cover	PWR-C1-BLANK	2	\$0.00	\$0.00
29	Cisco Catalyst - Network Stacking Module - for Catalyst 9300L	C9300L-STACK	2	\$0.00	\$0.00
30	Cisco Network Stacking Module (pack of 2) - for Catalyst 9300L	C9300L-STACK-KIT	2	\$454.53	\$909.06
31	Cisco Stacking Cable - 1.6 ft - for Catalyst 9300L	STACK-T3-50CM	2	\$0.00	\$0.00
32	Cisco Type 2 - Fan Unit - for P/N: C9300L-48UXG4X-EDU	FAN-T2	6	\$0.00	\$0.00
33	Cisco Power Supply - Hot-plug (Plug-in Module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt	PWR-C1-1100WAC-P	2	\$0.00	\$0.00
34	Cisco Power Cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America	CAB-TA-NA	2	\$0.00	\$0.00
35	Cisco Network Plug-n-Play Connect - License	NETWORK-PNP-LIC	2	\$0.00	\$0.00
36	Cisco Digital Network Architecture Essentials - Term License - 48 Ports - for P/N: C9300L-48UXG4X-EDU	C9300L-DNA-E-48	2	\$0.00	\$0.00
37	Cisco Digital Network Architecture Essentials - Term License (3 Years) - 48 Ports - for P/N: C9300L-48UXG4X-EDU 100% Erate Eligible	C9300L-DNA-E-48-3Y	2	\$351.08	\$702.16
38	Cisco Network Essentials - Term License - 48 Ports - for P/N: C9300L-48UXG4X-EDU	C9300L-NW-E-48	2	\$0.00	\$0.00
39	<b>SubTotal</b>				<b>\$12,497.66</b>
40	<b>Cisco Catalyst 9300L Switch 48 Port PoE+ or Equivalent - Distribution/Access</b>				
41	Cisco Catalyst 9300L - Switch - L3 - Managed - 48 x 10/100/1000 (PoE+) + 4 x Gigabit SFP (Uplink) - Rack-mountable - PoE+ (505 W) - Academic	C9300L-48P-4G-EDU	2	\$2,313.37	\$4,626.74
42	Cisco Smart Net Total Care - Extended Service Agreement - 3 Years - Replacement - 8x5 - Response Time: NBD - for P/N: C9300L-48P-4G-EDU - Partial Erate Eligibility	CON-SNT-C9300LU4	2	\$780.94	\$1,561.88
43	Cisco IOS XE Universal - (v. 17.6) - License	S9300LUK9-176	2	\$0.00	\$0.00
44	Cisco Configuration Option - No SSD Card Selected	C9300L-SSD-NONE	2	\$0.00	\$0.00
45	Cisco Configuration Option - No SSD Card Selected	C9300L-SPS-NONE	2	\$0.00	\$0.00
46	Cisco Type 2 - Fan Unit - for P/N: C9300L-48P-4G-EDU	FAN-T2	6	\$0.00	\$0.00
47	Cisco Catalyst - Network Stacking Module - for Catalyst 9300L	C9300L-STACK	2	\$0.00	\$0.00
48	Cisco Network Stacking Module (pack of 2) - for Catalyst 9300L	C9300L-STACK-KIT	2	\$454.53	\$909.06
49	Cisco Stacking Cable - 1.6 ft - for Catalyst 9300L	STACK-T3-50CM	2	\$0.00	\$0.00
50	Cisco Config 1 - Power Supply - Hot-plug/Redundant (Plug-in Module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt	PWR-C1-715WAC-P	2	\$0.00	\$0.00
51	Cisco Power Supply Slot Cover	PWR-C1-BLANK	2	\$0.00	\$0.00

#	Description	Part #	Qty	Unit Price	Ext. Price
52	Cisco Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America	CAB-TA-NA	2	\$0.00	\$0.00
53	Cisco Network Plug-n-Play Connect - License	NETWORK-PNP-LIC	2	\$0.00	\$0.00
54	Cisco Network Essentials - Term License - 48 Ports - for P/N: C9300L-48P-4G-EDU	C9300L-NW-E-48	2	\$0.00	\$0.00
55	Cisco Digital Network Architecture Essentials - Term License - 48 Ports - for P/N: C9300L-48P-4G-EDU	C9300L-DNA-E-48	2	\$0.00	\$0.00
56	Cisco Digital Network Architecture Essentials - Term License (3 Years) - 48 Ports - for P/N: C9300L-48P-4G-EDU 100% Erate Eligible	C9300L-DNA-E-48-3Y	2	\$351.08	\$702.16
57	Cisco Stacking Cable - 3.3 ft - for Catalyst 9300L	STACK-T3-1M=	2	\$88.42	\$176.84
58	Cisco SFP+ Copper Twinax Cable - Direct Attach Cable - SFP+ to SFP+ - 10 ft - Twinaxial - SFF-8436/IEEE 802.3ae	SFP-H10GB-CU3M=	2	\$42.27	\$84.54
59	<b>SubTotal</b>				<b>\$8,061.22</b>
60	<b>Cisco Catalyst 9300L Switch 48 Port PoE+ or Equivalent - DC Core</b>				
61	Cisco Catalyst 9300L - Switch - L3 - Managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ (Uplink) - Rack-mountable - PoE+ (505 W) - K-12 Education	C9300L-48P-4X-EDU	2	\$2,783.57	\$5,567.14
62	Cisco Smart Net Total Care - Extended Service Agreement - 3 Years - Replacement - 8x5 - Response Time: NBD - for P/N: C9300L-48P-4X-EDU - Partial Erate Eligibility	CON-SNT-C9300LX4	2	\$940.87	\$1,881.74
63	Cisco IOS XE Universal - (v.17.6) - License	S9300LUK9-176	2	\$0.00	\$0.00
64	Cisco Configuration Option - No SSD Card Selected	C9300L-SSD-NONE	2	\$0.00	\$0.00
65	Cisco Type 2 - Fan Unit - for P/N: C9300L-48P-4X-EDU	FAN-T2	6	\$0.00	\$0.00
66	Cisco Catalyst - Network Stacking Module - for Catalyst 9300L	C9300L-STACK	4	\$0.00	\$0.00
67	Cisco Network Stacking Module (Pack of 2) - for Catalyst 9300L	C9300L-STACK-KIT	2	\$454.53	\$909.06
68	Cisco Stacking Cable - 3.3 ft - for Catalyst 9300L	STACK-T3-1M	2	\$62.70	\$125.40
69	Cisco Power Supply - Hot-plug/Redundant (Plug-in Module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt	PWR-C1-715WAC-P	2	\$0.00	\$0.00
70	Cisco Secondary Power Supply - Power Supply - Hot-plug/Redundant (Plug-in Module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt	PWR-C1-715WAC-P/2	2	\$391.83	\$783.66
71	Cisco Power Cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America	CAB-TA-NA	4	\$0.00	\$0.00
72	Cisco Network Plug-n-Play Connect - License	NETWORK-PNP-LIC	2	\$0.00	\$0.00
73	Cisco Thousand Eyes Agent for IOSXE on C9K	TE-C9K-SW	2	\$0.00	\$0.00
74	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - Cisco Smart Licensing	PI-LFAS-T	2	\$0.00	\$0.00
75	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (3 Years) - 1 Device	PI-LFAS-AP-T-3Y	2	\$0.00	\$0.00
76	Cisco Digital Network Architecture Advantage - Term License - 48 Ports - for P/N: C9300L-48P-4X-EDU	C9300L-DNA-A-48	2	\$0.00	\$0.00
77	Cisco Digital Network Architecture Advantage - Term License (3 Years) - 48 Ports - for P/N: C9300L-48P-4X-EDU 100% Erate Eligible	C9300L-DNA-A-48-3Y	2	\$1,181.76	\$2,363.52
78	Cisco Digital Network Architecture Spaces Extend - Term License Subscription - for Catalyst Switches	D-DNAS-EXT-S-T	2	\$0.00	\$0.00
79	Cisco Digital Network Architecture Spaces Extend - Term License Subscription (3 Years) This is a \$0 ordering SKU and has no standalone eligible erate percentage.	D-DNAS-EXT-S-3Y	2	\$0.00	\$0.00
80	Cisco Network Advantage - License - 24 Ports - for P/N: C9300L-48P-4X-EDU	C9300L-NW-A-48	2	\$0.00	\$0.00

#	Description	Part #	Qty	Unit Price	Ext. Price
81	<b>SubTotal</b>				<b>\$11,630.52</b>
82	<b>Basic Maintenance if not approved as bundled product</b>				
83	Cisco Smart Net Total Care - Extended Service Agreement - 3 Years - Replacement - 8x5 - Response Time: NBD - for P/N: C9300X-24Y-EDU	CON-SNT-C9300X-2	2	\$4,449.90	\$8,899.80
84	Cisco Smart Net Total Care - Extended Service Agreement - 3 Years - Replacement - 8x5 - Response Time: NBD - for P/N: C9300L-48UXG4X-EDU	CON-SNT-C93D00LX	2	\$2,310.00	\$4,620.00
85	Cisco Smart Net Total Care - Extended Service Agreement - 3 Years - Replacement - 8x5 - Response Time: NBD - for P/N: C9300L-48P-4G-EDU	CON-SNT-C9300LU4	2	\$1,312.50	\$2,625.00
86	Cisco Smart Net Total Care - Extended Service Agreement - 3 Years - Replacement - 8x5 - Response Time: NBD - for P/N: C9300L-48P-4X-EDU	CON-SNT-C9300LX4	2	\$1,581.30	\$3,162.60
87	Cisco Digital Network Architecture Advantage - Term License (3 Years)	C9300-DNA-L-A-3Y	2	\$1,260.13	\$2,520.26
88	Cisco Digital Network Architecture Essentials - Term License (3 Years) - 48 Ports - for P/N: C9300L-48UXG4X-EDU	C9300L-DNA-E-48-3Y	2	\$702.16	\$1,404.32
89	Cisco Digital Network Architecture Advantage - Term License (3 Years) - 48 Ports - for P/N: C9300L-48P-4X-EDU	C9300L-DNA-A-48-3Y	2	\$2,363.52	\$4,727.04
90	Cisco Digital Network Architecture Spaces Extend - Term License Subscription (3 Years) This is a \$0 ordering SKU and has no standalone eligible percentage.	D-DNAS-EXT-S-3Y	2	\$0.00	\$0.00
				Sub Total	\$83,283.10
				Sales Tax	\$7,911.89
				<b>Grand Total</b>	<b>\$91,194.99</b>

Right! Systems Inc. SPIN# 143009420  
SPI Discounting has been calculated and is reflected in this rfp response quote

Authorized Signature	Title	Date
----------------------	-------	------

By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

**Terms and Conditions**

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.





Dr. Carole Meyer  
Interim Superintendent

621 Linwood Avenue SW Tumwater, WA 98512-6847  
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(360) 709-7030  
Special Services:  
(360) 709-7040

## MEMORANDUM

DATE: January 19, 2023  
TO: Board of Directors  
FROM: Beth Scouller, Executive Director  
Human Resources  
RE: TOPA/TSD Negotiated Agreement

The District recommends Board approval of a two year (2022-2024) negotiated agreement between Tumwater Office Professionals Association (TOPA) and Tumwater School District (TSD). TOPA members ratified this tentative agreement on December 14, 2022 with a unanimous “yes” vote. This agreement represents a two-year contract which will expire August 31, 2024, covering the current and 2023-24 school years.

Substantive changes to the expiring collective bargained agreement are:

- 5.5% increase to the TOPA salary schedule;
- Opener in the second year of the contract (23-24) for salary negotiations only;
- Updated language regarding access to workload and desk audit processes;
- Access to vacation accrual for OP5 and OP6 employees;
- Increase of one (01) day of non-scheduled leave for school year TOPA employees;
- Continuation, through August 2024, of targeted one-year only staff support (MS and 400+ student ES) totaling eleven (11) hours in conjunction with a joint TOPA TSD Task Force to review current TOPA duties and staffing levels and recommend updated staffing models where appropriate;
- Increase longevity leave by one (01) day at 5, 10, 15 and 20 years of TSD service;
- Increase in compensation for completion of relevant professional development and maintenance of professional certification; and,
- Two (02) additional work days for OP5 and OP6 employees to support start-of-school-year office activities for students and families.

If you have any questions, please don't hesitate to contact me at [beth.scouller@tumwater.k12.wa.us](mailto:beth.scouller@tumwater.k12.wa.us) or (360)709-7020.

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

*“Continuous Student Learning in a Caring, Engaging Environment”*

## RECOGNITION

- School Board Appreciation Month

# The State of Washington



## Proclamation

**WHEREAS**, the mission of Washington's public school system is to ensure that all students achieve at high levels and possess the knowledge and skills to be responsible members of a democratic society and enjoy productive and satisfying lives; and

**WHEREAS**, Washington's 295 locally-elected school boards of directors and nine elected educational service district (ESD) boards are the core of the public education governance system in our state, serve more than 1.1 million students, have a combined annual budget of over \$15 billion, and employ approximately 120,000 people; and

**WHEREAS**, school boards play a crucial role in promoting student learning and achievement by creating a vision, establishing policies and budgets, and setting clear standards of accountability for all involved; and

**WHEREAS**, school board directors are directly accountable to residents in their districts and regions, serving as a vital link between members of the community and their schools; and

**WHEREAS**, school boards and ESDs provide a passionate voice of advocacy for public schools and the welfare of school children; and

**WHEREAS**, it is appropriate to recognize school board directors as outstanding public servants and champions for public education;

**NOW, THEREFORE**, I, Jay Inslee, Governor of the state of Washington, do hereby proclaim January 2023 as

### *School Board Recognition Month*

in Washington, and I encourage all people in our state to join me in this special observance.



Signed this 4<sup>th</sup> day of January, 2023

Handwritten signature of Jay Inslee in blue ink.

Governor Jay Inslee

**SUPERINTENDENT'S REPORT**

- Whole Child Month Proclamation

# TUMWATER SCHOOL DISTRICT



## ***Whole Child Month Proclamation***

**WHEREAS**, each student deserves to be challenged academically, experience a comprehensive education that promotes critical thinking and creativity, and be prepared for higher education and meaningful employment opportunities in our global economy, and lifelong success; and

**WHEREAS**, every student has the right to be supported in their journey and to have access to personalized learning opportunities by educators who are qualified, caring adults; and

**WHEREAS**, every student has the right to learn about and practice a healthy lifestyle in an environment that is physically and emotionally safe, be empowered to advocate for their social, physical, and mental wellness for themselves and others, take advantage of resources for a healthy well-being, and be hopeful about the future; and

**WHEREAS**, every student has the right to opportunities to discover their passions, be curious, develop a love for life-long learning, be actively engaged in, and connected to, school and the broader community; and

**WHEREAS**, every student has the right to access educational experiences where they develop the skills, knowledge, and courage to identify and confront personal, systemic and societal bias; and

**WHEREAS**, every student has the right to access in-school and extracurricular community-based programs that provide students with experiences relevant to their individual passions, career, civic, and higher education goals; and

**WHEREAS**, every student has the right to attend schools that are safe, inclusive, anti-racist, welcoming, respectful, and supportive of their development as critical thinkers who contribute to and collaborate with our global and natural world;

**NOW, THEREFORE**, I, Scott Killough, on behalf of the Tumwater School Board of Directors, do hereby proclaim January 2023 to be Whole Child Month in the Tumwater School District, and encourage all people in our state to join me in this special observance.

Signed this 26th day of January, 2023

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Scott Killough, Board President