



Dr. Carole Meyer
Interim Superintendent

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

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

School Director's Agenda Regular Meeting

Wednesday, December 7, 2022

Start Time: 6:00pm

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

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

- 6:00pm** **Call Regular Meeting to Order** (*President Taylor*)
- Recognition/Flag Salute
- 6:01pm** **Public Comment Reminder** (*President Taylor*)
- 6:02pm** **Agenda Discussion/Approval** (*President Taylor/Superintendent Meyer*)
- 6:03pm** **Meeting Minutes Review**
- November 10, 2022 Regular Meeting
- 6:04pm** **Election of Officers**
- 6:10pm** **Committee Assignments**
- 6:15pm** **Consent Agenda**
- Personnel Report
 - Payroll and Vouchers
 - Budget Status Report
 - Capital Projects – Contract Change Order
 - Capital Projects – Plat of Sienna II Exchange
- 6:16pm** **Student Rep Reports**
- Ameiya Brown, THS
 - Jocelyn Hepp, CHS
 - Alex Loveless, BHHS

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

“Continuous Student Learning in a Caring, Engaging Environment”

- 6:25pm Recognition**
- Olympia Junior Programs
- 6:30pm 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*)
- 7:00pm Reports to the Board**
- 1st Reading, Policy 5278 – Social Media and Electronic Communication (*Beth Scouller*)
 - ESSER Report (*Shawn Batstone & Melissa Richter*)
- 7:20pm Action Items**
- 2nd Reading and Recommended Approval – Policy 2030, Service Animals in Schools (*Chris Halladay*)
- 7:25pm Superintendent's Report** (*Superintendent Meyer*)
- 7:35pm Board Committee Reports**
- Legislative Update – TSD Platform Recommendations (*Director Kaikkonen*)
 - WIAA Update (*Director Taylor*)
- 7:45pm Board Comments**
- 7:55pm Adjourn Regular Meeting**

**NEXT BOARD MEETING: Regular Board Meeting on January 26, 2023 and
Work Session on January 12, 2023.**

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

MEETING MINUTES

- November 10, 2022 Regular Board Meeting



Dr. Carole Meyer
Interim Superintendent

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

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

**Tumwater School District
School Board Meeting Minutes**
Location: District Office & YouTube
621 Linwood Ave. SW
Tumwater, WA 98512
November 10, 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 addition to the previously published version of the agenda. The recommended approval of Resolution 04-22-23, Certification of 2023 Excess Property Taxes. Director Killough/Director Beard Motioned/Seconded (M/S) the approval of the revised agenda. The revised agenda was unanimously approved.

Review of Minutes:

The Board has reviewed the October 27, 2022 Regular Board Meeting minutes and there were no changes. No motion is necessary. The minutes were approved as presented.

Consent Agenda

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

New Hires	Position	Location	Status	Group
Annette Hampton	Substitute Food Service Worker	Food Services	Effective October 31, 2022	PSE

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

“Continuous Student Learning in a Caring, Engaging Environment”

Emily Choppin	Paraprofessional	TMS	Continuing (2022-2023), effective November 1, 2022	TAP
Sara St. Clair Lopez	Paraprofessional	BMS	Continuing (2022-2023), effective October 27, 2022	TAP
Riley Prentice	Coach	THS	Effective November 14, 2022	N/A
Nathan Buchhiet	Coach	THS	Effective November 14, 2022	N/A
Veronica Carpenter	Bus Driver Trainee	Transportation	Effective November 2, 2022	PSE
Brittany Mundwiler	Paraprofessional	BLE	Temporary (2022-2023), effective November 7, 2022	TAP
Linda Doughty	Substitute Food Service Worker	Food Services	Effective November 7, 2022	PSE
Leslie Hayden	Teacher	TWEC	1.0 FTE, Continuing (2022-2023), effective November 10, 2022	TEA
Sheri Griggs	Paraprofessional	TMS	One Year Only (2022-2023), effective November 4, 2022	TAP
Summer Boothe	Bus Driver Trainee	Transportation	Effective November 14, 2022	PSE
Heather Newton	Bus Driver Trainee	Transportation	Effective November 14, 2022	PSE
Adjusted:				
Sheila Nordquist	Paraprofessional	PGS	From 6 hours to 6.5 hours, effective October 3, 2022	TAP
Jenifer Slep	Paraprofessional	THE	From 6.5 hours to 7 hours, effective September 7, 2022	TAP
Katrin Steil	Paraprofessional	BLE	From 6.25 hours to 6.5 hours, effective September 6, 2022	TAP
Jesse Hadley	Assistant Supervisor	Transportation	From one-year-only to continuing and from Transportation Manager/HR Liaison to Assistant Supervisor effective September 7, 2022	ADMIN
Frances Nickell	Evening Custodian	B&G	From Substitute Custodian to Evening Custodian, effective November 7, 2022	PSE
Clinton Foster	Evening Custodian	MTS	From TLC/BMS/B&G to MTS, effective November 14, 2022	PSE
Leaves:				
Lindsey Chapman	Teacher	EOE	Leave of Absence beginning October 19, 2022, returning November 7, 2022	TEA
Katy Sharp	Paraprofessional	PGS	Leave of Absence beginning November 1, 2022, returning February 15, 2023	TAP

Christine Coe	Cook	EOE	Intermittent Leave of Absence beginning October 25, 2022, returning June 1, 2023	PSE
Judi Ryder	Teacher	BLE	Leave of Absence beginning October 31, 2022, returning January 2, 2023	TEA
Amy Gamblin	Teacher	THE	Intermittent Leave of Absence beginning October 20, 2022, returning September 5, 2023	TEA
Bobbie Harris	Paraprofessional	LRE	Leave of Absence beginning January 12, 2023, returning January 23, 2023	TAP
Resignations:				
Luz Pena	Paraprofessional	MTS	Effective October 26, 2022	TAP
Emily Hoeschen	Paraprofessional	BLE	Effective November 11, 2022	TAP
Samantha Johnson	Paraprofessional	MTS	Partial resignation of 6.5 hours per week, effective October 17, 2022	TAP
Daniel Dausener	Skilled Mechanic	Transportation	Effective November 14, 2022	PSE
Ashleigh Morin	Paraprofessional	LRE	Effective November 4, 2022	TAP
Co-Curricular:				
Sarah McGee	Assistant Girls Basketball Coach	BHHS	Non-Renewal of Assistant Girls Basketball Coach Position, effective October 31, 2022	N/A
Anna Bush	High School Counselor Department Head	SL	Resigning effective October 31, 2022	TEA
Angela Borovec	Assistant Girls Basketball Coach	BMS	Effective October 31, 2022	N/A
Mike Anchors	Assistant Boys Basketball Coach	THS	Resigning effective November 3, 2022	N/A
Lisa Summers	Club Stipend	BHHS	Resigning effective October 14, 2022	N/A
Marti Fournier	Site Team Stipend	TOPA	Effective November 1, 2022	TOPA
Nicholas Mailhot	Club Stipend	BHHS	Effective November 1, 2022	N/A
Kathleen Alviar	Drama/Musical Assistant Director Vocal	BHHS	Resigning effective October 13, 2022	N/A
Mikayla Rawlings	Club Stipend	BHHS	Effective November 4, 2022	N/A
Carmen Luce	Assistant Girls Basketball Coach	THS	Resigning effective November 7, 2022	N/A

➤ Payroll & Vouchers:

FUND NAME	WARRANTS (INCLUSIVE)		AMOUNT
<u>GENERAL FUND:</u>			
Payroll			
Payroll Taxes			\$ 1,195,955.10
Direct Deposit			\$ 3,434,796.98
Payroll Benefit Wire			
Transfer			\$ 1,075,594.78
Accounts Payable -			
Payroll	72805928	to 72805936	\$ 18,333.32
Accounts Payable	72220451	to 72220473	\$ 58,518.66
Accounts Payable	72220474	to 72220489	\$ 235,639.61
Accounts Payable	72220490	to 72220490	\$ 11,931.09
Accounts Payable	72220491	to 72220491	\$ 4,679.00
Accounts Payable	72220492	to 72220505	\$ 148,631.48
Accounts Payable	72220506	to 72220524	\$ 1,084,743.24
Accounts Payable	72220525	to 72220542	\$ 90,110.12
Accounts Payable			
ACH			\$ 146,904.19
Accounts Payable			
ACH			\$ 195,831.89
Accounts Payable			
ACH			\$ 162,564.96
Accounts Payable			
ACH			\$ 357,218.85
Accounts Payable			
ACH			\$ 27,771.60
ACH Rejection			
Voided Warrants			
Accounts Payable -			
COMP TAX			\$ 905.64
TOTAL GENERAL			
FUND:			\$ 8,250,130.51

<u>CAPITAL PROJECTS FUND:</u>			
Accounts Payable	72012574	to 72012575	\$ 4,325.88
Accounts Payable	72012576	to 72012579	\$ 47,553.81
Accounts Payable			
ACH			\$ 225.00
Accounts Payable			
ACH			\$ 3,224.99
Accounts Payable			
ACH			\$ 103,339.88
Accounts Payable			
ACH			\$ 164.83
Voided Warrants			
Accounts Payable -			
COMP TAX			\$ 294.50
TOTAL CAPITAL PROJECTS			
FUND:			\$ 159,128.89

ASSOCIATED STUDENT BODY FUND:

Accounts Payable	72442088	to	72442090	\$	2,668.10
Accounts Payable	72442091	to	72442096	\$	3,218.76
Accounts Payable	72442097	to	72442099	\$	615.83
Accounts Payable ACH				\$	8,949.90
Accounts Payable ACH				\$	137,763.74
Accounts Payable ACH				\$	20,720.06
Accounts Payable ACH				\$	915.99
Accounts Payable ACH				\$	19,811.77
Accounts Payable - COMP TAX				\$	316.05
TOTAL ASSOCIATED STUDENT BODY FUND:				\$	194,980.20

**PRIVATE PURPOSE
FUND:**

Accounts Payable	72700579	to	72700579	\$	1,500.00
Accounts Payable	72700580	to	72700580	\$	17.00
Accounts Payable ACH				\$	177.65
Voided Warrants					
Accounts Payable - COMP TAX					
TOTAL PRIVATE PURPOSE FUND:				\$	1,694.65

**TRANSPORTATION
VECHILE FUND:**

Accounts Payable	72900030	to	72900030		
TOTAL TRANSPORTATION VECHILE FUND:				\$	-

- Budget Status Report
- Capital Projects – Contract Change Order – EOE and THE Illness Rooms Renovation.
- Public School Employees (PSE)/TSD Negotiated Agreement
- Black Lake Elementary PTO Donation - \$22,738.56

Student Rep Reports

- Ameiya Brown (THS) – She reported that Ms. Stussy is hosting STEM Ignite for women in STEM. There is a playoff game tomorrow! Today's FBLA conference went well. Marbles Spotlight and Romeo & Juliet performances are coming up and winter sports are starting. There will be a Latinx Youth Summit on 11/22 from 7 AM – 3 PM at the Evergreen State College. The school played a Veteran's Day commemoration video in Homeroom. She appreciated it wasn't a short video and that it went into depth with individual stories. It was very engaging.

- Lyn Hepp (CHS) – The ASB program is going well and they have a lot more students participating. She was elected as the Secretary, so she takes notes and signs various documents. She also reported that Community Building is going well. They have slide shows for Advisory and they are getting guest speakers. This week was a Veteran guest speaker, Sergeant Gow. She added that she feels her school has improved a lot this year. They have 115 students and she's seeing more involvement all around.

Public Comment

- Agenda and Non-Agenda Items: Becky Parsons stated that no one signed up to address the Board.

Reports to the Board

- 1st Reading, Policy 2030 – Service Animals in Schools. Chris Halladay presented.
- Panorama Survey Data. Andra Kelley-Batstone presented.
- Strategic Priorities - ABCS. Shawn Batstone presented.

Action Items

- 2nd Reading and Recommended Approval of Policy 5117, Civility. Beth Scouler presented. No motion necessary. Policy 5117 was approved as presented.
- Recommended Approval of Resolution 04-22-23, Certification of 2023 Excess Property Taxes. Superintendent Meyer presented. No motion necessary. Resolution 04-22-23 was approved as presented.

Superintendent's Report

Superintendent's Report: She thanked the PSE/TSD bargaining teams for their hard work. She reported that it's Native American Heritage Month and November 7-11 is School Psychologists week. She attended the First Responders assembly at Black Lake Elementary. She also attended the BMS and TMS Veteran's Day assemblies. She shared some pictures from the Tumwater Hill Elementary Veteran's Day assembly. She provided an update on the Equity Cadre. The district is exploring options on learning recovery with ESSER funds; one option is summer school. She also highlighted her school visits in September and October. She gave an update on our safety and security work. She acknowledged the Ingram High School shooting and her heart goes out to everyone who has a connection to that school.

Board Committee Reports

- Legislative Update: Director Kaikkonen presented. The only agenda item for tonight is to look at the district's Legislative Priorities for 2023. There will need to be some minor changes before the Board approves the document.
- WIAA Update: President Taylor presented. Fall sports are wrapping up. Middle schools are already starting Winter sports. He will have a full report at the next meeting.

Board Member Comments

- President Taylor: He thanked our Veterans and welcomed Lyn. He also thanked Rick McGrath for coming to a TCYFL game as the T-Bird mascot. The Pioneer Bowl was great, but the greatest battle was the BHHS and THS volleyball game; congrats BHHS! He attended Trunk or Treat. He also congratulated Cade Otton for his first NFL touchdown. He made a special acknowledgment to the Tumwater Police Department; Jen Kolb, Jay Mason, Tyler Boling and Ross Rollman. He acknowledged the Ingram High School shooting and thanked Superintendent Meyer for her work on the district's Critical Response Plan.
- Director Kaikkonen: She welcomed Lyn. She is looking forward to attending the WSSDA conference next week. She attended a middle school wrestling match and attended the Pioneer Bowl. Her favorite part about it was the half time show, it was amazing! Her husband is a Veteran and she took a moment to raise awareness about the military child and the unique situations they experience; sometimes invisible unless you have experienced them yourself.
- Director Beard: She is thankful that our district is focusing on SEL and a sense of belonging for our students. She attended the Tumwater Education Foundation breakfast and there were a lot of familiar faces. She attended the BHHS/Aberdeen/Shelton football game on Halloween night; it was fun to watch and everyone handled themselves well, even if they experienced a loss.
- Director Killough: He welcomed Lyn to the team. He attended Peter G. Trunk or Treat for the first time. If you need a lift of energy, visit a middle school! He also attended the Pioneer Bowl and it was fantastic. A Tumwater grad, and his former student, ran for Sheriff and the race looks to be going in his favor. He did his student teaching at Ingram High School and he thanked Superintendent Meyer for what she said about the recent shooting there.
- Director Adams: She reflected about the pandemic and school violence and thinks it important that we try to remember that this isn't the first time we've experienced these situations. We will come out stronger. She is grateful for the district and the work with SEL. Many of our Veteran's are still with us and they've given a lot to help make our society stronger. She hopes that all of these burdens don't carry us and direct our lives.
- Ameiya Brown: She's been a student for 11 years, but she feels like her generation and younger are experiencing more violence. It's happening so much that it's not quite as shocking. She worries about her younger cousins and it's challenging to watch this happen at all locations; not just schools. She feels like we are learning more and preparing more. She thinks it's important to focus on SEL and a sense of belonging, especially for the people who think they aren't wanted at school. She's excited to dive into the data from the Panorama survey.
- Lyn Hepp: She appreciates learning about SEL and what the district is doing to support EVERY student and staff member. She's glad that the district is acknowledging that mental and physical health matter. She also wanted to thank her grandfather for being a Veteran. He is no longer with us, but she wanted to thank every Veteran for what they've done to keep our country safe.

Adjourn Regular Meeting:

With no further business coming before the Board, the Regular Board Meeting adjourned at 8:04 PM.

Recorded by:
Becky Parsons

Signed this 7th day of December 2022.

Board Member

Board Secretary

CONSENT AGENDA

- Personnel Report: Questions can be directed to Beth Scouller.
- Payroll and Vouchers: Questions can be directed to Melissa Richter.
- Budget Status Report: Questions can be directed to Melissa Richter.
- Capital Projects Contract Change Order – BHHS Boiler and Chiller Replacement: Questions can be directed to Mel Murray.
- Capital Projects – Plat of Sienna II Exchange: Questions can be directed to Mel Murray.



Tumwater School District

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

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

Carole Meyer
 Superintendent

December 7th, 2022

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

Preliminary

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
Leaves:				
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
Resignations:				
Veronica Carpenter	Bus Driver Trainee	Transportation	Effective November 17, 2022	PSE
Sarah Levoy	Paraprofessional	Special Services	Effective November 29, 2022	TAP

BOARD OF DIRECTORS

MELISSA BEARD CASEY TAYLOR SCOTT KILLOUGH DARBY KAIKKONEN JILL ADAMS

"Continuous Student Learning in a Caring, Engaging Environment"

Co-Curricular:				
Betsy Anderson	High School Counselor Lead	SL	Effective November 15, 2022	TEA
Anthony Prentice	Assistant Wrestling Coach	THS	Effective November 17, 2022	N/A
Recommend Approval:				
Recommend approval of salary at \$35.53/hour for Educational Interpreter ASL				
Recommend approval for a Safety and Security Manager, salary at \$39,861 - \$44,838				

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: **December 7, 2022**

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

Melissa Richter, Executive Director of Financial Services

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

FUND NAME	WARRANTS (INCLUSIVE)	AMOUNT
GENERAL FUND:		
Payroll		
Payroll Taxes		\$ 1,174,198.51
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	\$ 118,045.36
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
TOTAL GENERAL FUND:		\$ 8,786,746.15
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
TOTAL ASSOCIATED STUDENT BODY FUND:		\$ 40,173.06
PRIVATE PURPOSE FUND:		
Accounts Payable	72700579 to 72700579	
Accounts Payable	72700580 to 72700580	
Accounts Payable ACH		\$ 29.18
Voided Warrants		
Accounts Payable - COMP TAX		
TOTAL PRIVATE PURPOSE FUND:		\$ 29.18
TRANSPORTATION VEHICLE FUND:		
Accounts Payable	72900030 to 72900030	
TOTAL TRANSPORTATION VEHICLE FUND:		\$ -

Board of Directors of Tumwater School District No. 33

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

Carole Meyer, Secretary to the Board



Dr. Carole Meyer
Interim Superintendent

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

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

MEMORANDUM

DATE: December 2, 2022

TO: School Board
Dr. Carole Meyer, Superintendent

FROM: Becky Parsons, Executive Assistant

RE: Consent Agenda
Budget Status Report

The remaining finance documents, along with the November's budget status report, will be included in the information provided on December 6th to the Board to allow for balancing with the Treasurer.

Please let me know if you have any questions.

Thank you.

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

"Continuous Student Learning in a Caring, Engaging Environment"



November 18, 2022

Tumwater School District
621 Linwood Avenue Southwest
Tumwater, WA 98512

ATTN: Tanya Baker

RE: Black Hills High School Boiler and Chiller Replacement

SUBJECT: Cost to add (2) Emergency Stop Buttons to the Boilers

The cost to add emergency stop buttons for the boiler emergency shut down for Black Hills High School is \$4,302.00. Please approve. Breakdown is attached.

Our exclusions are as per our subcontract.

The compensation and time adjustment in this change order does not include any amounts for changes in the sequence of the work, overtime, off-hours work, delays, disruptions, rescheduling, extended overhead, acceleration, lost productivity, and/or impact costs, and the right is expressly reserved to make a claim for any and all of these related items of cost prior to any final settlement of this contract. We are requesting 0 additional days of contract time.

Impact of COVID-19

This Change Order does not include any impact upon Betschart Mechanical, Inc.'s costs and time for performance because of the COVID-19 virus. Betschart reserves all rights to recover additional compensation and time as a result of the virus. It is impossible to determine the impact of the virus upon Betschart's cost and time of performance of this Project.

BETSCHART MECHANICAL, INC.

A handwritten signature in black ink, appearing to read "Eric Clancy", written over a horizontal line.

Eric Clancy
encl.



**CHANGE
ORDER #2**

OWNER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PROJECT: Black Hills High School Boilers & Chiller Replacement
 CHANGE ORDER NO.: 2
 DATE: November 28, 2022
 ARCHITECT'S PROJECT NO.:
 TO CONTRACTOR: Betschart Mechanical Inc.
 5508 128th ST E STE 101
 Puyallup, WA 98373
 CONTRACT DATE: January 19, 2022

The Contract is changed as follows:

Cost to remove unneeded electrical wiring for boilers. \$4,302.00

Total Change Order # 2 \$4,302.00

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.

Net change by previously authorized Change Orders \$0.00
 The (Contract Sum) (~~Guaranteed maximum Price~~) prior to this Change Order was \$485,965.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$4,302.00
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$490,267.00

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: unchanged

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.

<u>ARCHITECT/ENGINEER</u>	<u>CONTRACTOR</u>	<u>OWNER</u>
Hargis Engineers Inc.	Betschart Mechanical Inc.	Tumwater School District
1201 3rd AVE STE 600	5508 128th ST E STE 101	621 Linwood AVE SW
Seattle WA 98101	Puyallup WA 98373	Tumwater WA 98512

BY _____	_____	_____
DATE _____	_____	_____



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

DATE: December 2, 2022
TO: School Board of Directors
FROM: Mel Murray, Director of Facilities
SUBJECT: Consent Agenda
Boundary Line Adjustment with an Equal Exchange of Property

1. AMH Development is nearing completion of the Sienna 2 plat across Littlerock Road from BHHS.
2. Tumwater School District owns 20.8 acres adjacent to the southern edge of their plat. This site was purchased in 2011 for a future middle school.
3. The plat is 135 lots and one of the lots, while of legal size, is too small to build a standard-sized house.
4. The developer would like to exchange 1,029 square feet of their open-space tract for 1,029 square feet of the TSD property. This allows the required side and back yard setbacks from the house walls.
5. Doing this does not affect our ability to build a school on the site
6. The method of doing this is a boundary line adjustment (BLA) to legally move the property lines to create a larger home lot and add an equal amount to the TSD property for no net change in size of either property.
7. The land being exchanged is of equal size in the same location so they are deemed to be of equal value.
8. Board approval of the Boundary Line Adjustment and subsequent quit-claim deeds to and from AMH Development is requested along with permission for Superintendent Meyer to sign these documents on the District's behalf.

PLAT OF SIENNA II

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 2W, W.M.



- LEGEND**
- BRASS CAP
 - ⊙ IRON PIPE
 - REBAR AND CAP
 - SET 5/8"x24" LONG REBAR AND YELLOW PLASTIC CAP MARKED "LS 29278, 21013244"
 - PLAT LINE
 - LOT LINE (PROJECT)
 - LOT LINE (ADJACENT)
 - ROAD CENTERLINE
 - EASEMENT LINE

- SURVEY NOTES**
1. INSTRUMENT USED: SOKKIA SRX 3 TOTAL STATION AND TOPCON GR5 GPS.
 2. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF WAC 332-130-090.
 3. FOUND MONUMENTS SHOWN AS FOUND VISITED 04/2020.
 4. SURVEY COMPLETED 12/2021
 5. MTNZCOAST (M2C) WAS RETAINED BY AMH DEVELOPMENT TO COMPLETE THE FINAL PLAT.
 6. AT THE TIME OF FINAL PLAT SUBMITTAL, LOT CORNERS & STREET MONUMENTS HAVE NOT BEEN SET. LOT CORNERS & STREET MONUMENTS WILL BE SET UPON COMPLETION OF ROAD IMPROVEMENTS.

- REFERENCE SURVEYS**
1. BLA 07 105969 TC, AFN 3958429.
 2. BLA 11 107404 TC, AFN 4226132.

- SHEET INDEX**
- | SHEET | TITLE |
|---------|-----------------------------------|
| SHEET 1 | PLAT OVERALL |
| SHEET 2 | DATUM, LEGEND, SURVEY NOTES |
| SHEET 3 | PLAT MAP LOT 72-82, 118-130 |
| SHEET 4 | PLAT MAP LOT 1-9, 59-71 |
| SHEET 5 | PLAT MAP LOT 83-93, 101-117 |
| SHEET 6 | PLAT MAP LOT 10-17, 53-58, 94-100 |
| SHEET 7 | PLAT MAP LOT 31-44 |
| SHEET 8 | PLAT MAP LOT 18-30, 45-52 |
| SHEET 9 | ADDRESS |

DATE
 07/2021

DATUM
 COORDINATE
 NAD 83 (9)
 TO THURS
 MONUMENT

SCALE
 0'

SW CORNER
 BARNES D/LC

**EDGE OF WETLAND/
 HIGH GROUNDWATER
 HAZARDOUS AREA**

**SOUTH LINE OF
 W.H. BARNES
 D.L.C. NO. 38**

**FOUND 1.25" OUTSIDE
 DIAMETER IRON PIPE AT
 A THREE WAY FENCE
 INTERSECTION, 19.7' S OF
 NW PROPERTY CORNER**

**PARCEL C
 BLA-0633**

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

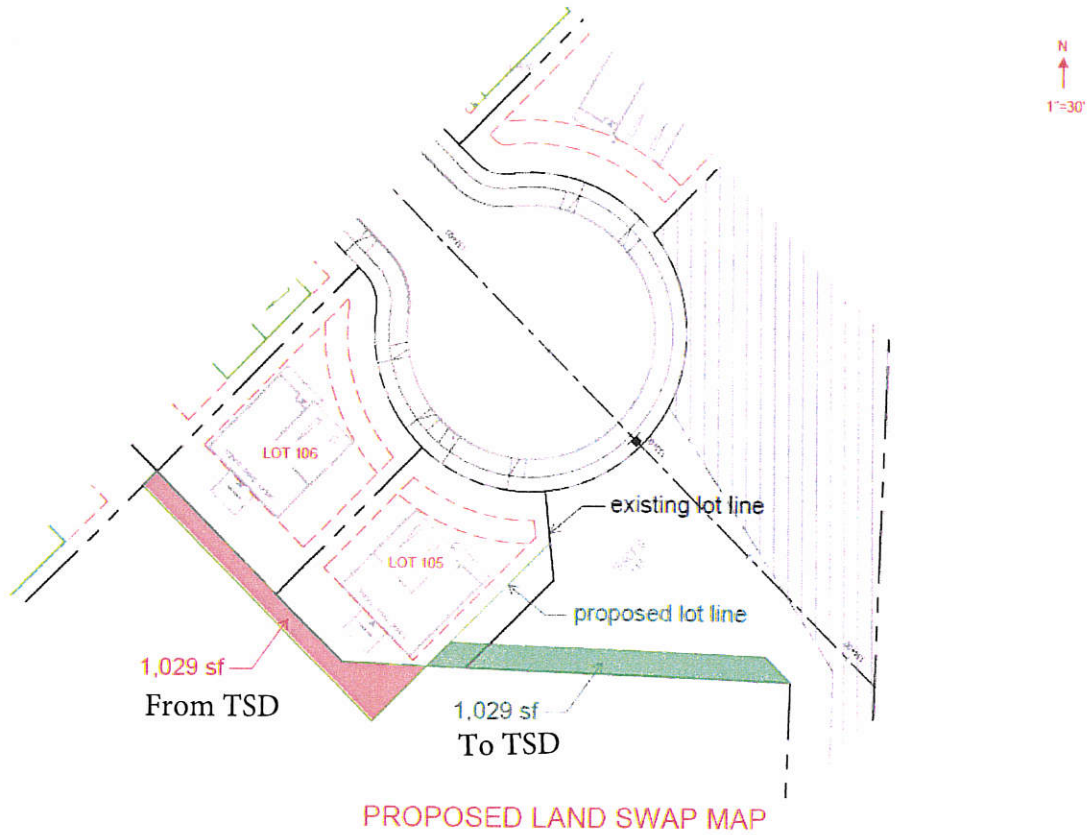
UNPLATTED

UNPLATTED

UNPLATTED

EXHIBIT E

Survey Detail



DRAFT

BOUNDARY LINE ADJUSTMENT AGREEMENT

THIS BOUNDARY LINE ADJUSTMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2022 (“**Effective Date**”), by and between Tumwater School District No. 33, a Washington public school district (“**School District**”), and AMH Development, LLC, a Delaware limited liability company (“**AMH**”). School District and AMH are sometimes referred to individually herein as a “**Party**” and collectively herein as the “**Parties**.”

RECITALS

A. School District owns certain real property in Thurston County commonly known as Thurston County Parcel No. 09090035000, as legally described in Exhibit A attached hereto (the “**School District Property**”).

B. AMH owns certain real property located adjacent to the School District Property in Thurston County, commonly known as Thurston County Parcel No. 09090034000, as legally described in Exhibit B attached hereto (the “**AMH Property**”). The School District Property and the AMH Property are sometimes referred to individually herein as a “**Property**” and collectively herein as “**Properties**.”

C. AMH is currently developing the AMH Property to include certain residential improvements (the “**Project**”), and in connection therewith, has identified a portion of the School District Property that AMH desires School District to convey to AMH in order to effectuate AMH’s intended development, and such portion is legally described in Exhibit C and depicted in Exhibit E (the “**School District Parcel**”).

D. School District desires to grant the School District Parcel to AMH in exchange for AMH granting a portion of the AMH Property legally described in Exhibit D and depicted in Exhibit E (“**AMH Parcel**” and together with the School District Parcel, the “**Parcel(s)**”) to School District in accordance with the terms and conditions set forth herein.

E. AMH intends to apply for a Boundary Line Adjustment (“**BLA**”) from the City of Tumwater (the “**City**”) in order to adjust the boundaries of the Properties to reflect the School District’s intended acquisition of the AMH Parcel and AMH’s intended acquisition of the School District Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, School District and AMH agree as follows:

1. Boundary Line Adjustment. Based on the terms hereof, the Parties agree to adjust the boundary line between the School District Property and the AMH Property, as follows:

a. As of the Effective Date, AMH shall have authority to, and be responsible for, initiating and finalizing the approval and recording of the BLA (the "**BLA Process and Approval**") and School District shall cooperate in the BLA Process and Approval as necessary or convenient to finalize the BLA, including without limitation, signing documents as are required by the City or AMH to complete the BLA Process and Approval and to give effect to the terms of this Agreement. AMH shall pay all costs and expenses related to obtaining the BLA, including, but not limited to any survey, application fees, and recording fees associated with the BLA.

b. The Parties agree that the BLA is intended to adjust the boundaries of AMH's Property and School District's Property such that the legal description for (i) AMH's Property after the adjustment shall include the School District Parcel, and (ii) School District's Property after the adjustment shall include the AMH Parcel.

2. Closing; Recording of BLA; Condition of Title. Closing of the conveyance of the AMH Parcel from AMH to School District and the School District Parcel from School District to AMH ("**Closing**") shall occur promptly after receiving approval of the BLA from the City. At Closing, (i) AMH shall record the approved BLA, (ii) AMH shall execute and record a quit claim deed, executed by AMH and duly acknowledged, conveying the AMH Parcel to School District, and (iii) School District shall execute and record a quit claim deed executed by School District and duly acknowledged, conveying the School District Parcel to AMH. In addition, School District and AMH each agree to take all other actions reasonably necessary to effectuate the conveyance of each of the respective Parcels to the other Party. The Parcels shall be conveyed to each respective Party without warranty, and subject to all agreements, covenants and easements and other matters of record; *provided*, School District shall cause the School District Parcel to be released from the lien of any mortgage, or other monetary encumbrances prior to or upon Closing. Each Party agrees that it has no right, title or interest in the other Party's Property, except those rights granted herein with regard to the Parcels, and hereby releases and waives any other rights or claims in the other Party's Property.

a. BLA Contingency. This Agreement is contingent upon the issuance, on or before the date that is the second (2nd) anniversary of the date of the last Party to execute this Agreement ("**Termination Date**"), of final approval, in accordance with this Agreement or otherwise satisfactory to AMH, by the City of the BLA.

b. Access; Contingency Period. Commencing on the Effective Date and until Closing, School District grants AMH, or AMH's agents and/or contractors, access to the School District Parcel for the purpose of conducting inspections and investigations, including having surveys and environmental studies conducted, in order to determine whether AMH's acquisition of the School District Parcel shall satisfy AMH's intended development of the Project ("**Contingency Period**"). Notwithstanding anything to the contrary contained in this Agreement, this Agreement is contingent upon AMH's decision to proceed with the transactions contemplated herein, as determined in AMH's sole and absolute discretion ("**Due Diligence Contingency**"). The Due Diligence Contingency shall be removed only if AMH delivers written notice to School District, prior to expiration of the Contingency Period, electing to proceed with the Closing (a "**Contingency Removal Notice**"). If AMH fails, for any reason or for no reason, in its sole and

absolute discretion, to deliver a Contingency Removal Notice to the School District prior to Closing, this Agreement shall automatically terminate and be of no further force or effect.

c. Title Insurance. School District acknowledges and agrees that AMH may, at AMH's sole cost and expense, seek to obtain a standard or extended owner's title insurance policy, and any endorsements in connection therewith for the School District Parcel ("**Title Insurance Policy**") from a title insurance company of AMH's choosing ("**Title Insurance Company**"), and School District shall reasonably cooperate with AMH and Title Insurance Company's requirements in connection with issuance of the Title Insurance Policy, including the execution of any affidavit reasonably required by the Title Insurance Company to issue the Title Insurance Policy.

3. Costs and Prorations. AMH shall pay all third-party costs relating to the preparation and filing of the BLA and the requisite conveyances. School District is entitled to no other or further payment or compensation. Each of School District and AMH shall be responsible for any real estate taxes applicable to their respective Property, as such taxes may be adjusted following Closing; any applicable real estate excise taxes payable by reason of transfer of each of the Parcels shall be paid by the Party transferring such Parcel.

4. Covenant Running with the Land. This Agreement shall be construed as a covenant running with AMH's Property and School District's Property, and shall be binding upon the such Properties and the successors and assigns of those Properties.

5. Representations and Warranties. AMH as owner of the AMH Property, and School District as owner of the School District Property, hereby represent and warrant to each other that, as of the Effective Date and the Closing:

a. For each Parcel, the owner thereof hereby represents and warrants to the acquiring Party that there is no action, suit, proceeding, inquiry or investigation (including any bankruptcy or other debtor relief proceeding) pending or, to the knowledge of owner of such Parcel, threatened by or before any court or governmental authority against or affecting such Parcel, or arising out of the development, construction, financing, operation, maintenance or management of such Parcel; and

b. For each Parcel, the owner thereof hereby represents and warrants to the acquiring Party that, except as disclosed or otherwise provided by such owner to the acquiring Party during the Contingency Period, such owner has no actual knowledge of any release or the presence of any Hazardous Substances on such Parcel; Such owner is not aware of any enforcement, cleanup, removal or other governmental or regulatory actions being instituted, contemplated or threatened against such owner or such Parcel, as applicable, or any neighboring property; no claims have been made by any third party or other person with respect such owner or such Parcel, as applicable, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from Hazardous Substances; and such owner has no knowledge of any substances or conditions on such Parcel, which could support a claim or cause of action, whether by a governmental agency or body, private party or individual, under any Environmental Law. For purposes of the foregoing, the term "Hazardous Substances" shall mean any substances, wastes,

pollutants or contaminants now included within those respective terms under any existing Environmental Laws; and the term "Environmental Laws" shall mean any federal, state or local statute, ordinance, code or regulation applicable to the School District Parcel or the AMH Parcel, as applicable, and regulating the existence of Hazardous Substances located thereon;

6. Remedies. School District and AMH agree that irreparable damage would occur if School District fails to perform, or is in breach of, any provision of this Agreement in accordance with the terms hereof and that AMH shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

7. Notices. Any notice given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, (iii) legible facsimile transmission or (iv) email, sent to the intended addressee at the address, facsimile number or email address set forth below, or to such other address, facsimile number or email address, or to the attention of such other person, as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of delivery or, in the case of facsimile transmission or email, as of the time of the facsimile transmission or email (or, if such date is not a business day, then on the next business day). Unless changed in accordance with the preceding sentence, the addresses for notice given pursuant to this Agreement shall be:

If to School District: _____

Telephone: _____
Facsimile: _____
Email: _____

With a copy to: _____

Telephone: _____
Facsimile: _____
Email: _____

If to AMH: AMH Development, LLC
280 Pilot Road, Suite 200
Las Vegas NV 89119
Attn: AMH Dev Legal Dept.
Tel: (805) 413-5300 Ext. 0
Fax: (805) 456-7859

With a copy to: Matt Hanna
Cairncross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104
Telephone: (206) 254-4422
Email: mhanna@cairncross.com

8. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9. Entire Agreement. This Agreement, including the exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

10. Counterparts. This Agreement may be executed in counterparts and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Facsimile or email copies of signatures shall be treated for all purposes as original signatures.

11. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

12. Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with the substantive federal laws of the United States and the laws of the state of Washington. The Parties hereby irrevocably submit to the jurisdiction and venue of the Thurston County Superior Court in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined by the Thurston County Superior Court. The Parties agree that the provisions of this section shall survive Closing.

13. Attorneys' Fees. In the event any dispute between Purchaser and Seller should result in litigation, arbitration or mediation, the substantially prevailing party shall be reimbursed for all reasonable costs incurred in connection with such action, including, without limitation, reasonable attorneys' fees.

14. Time is of the Essence. Time is of the essence in this Agreement and each of its provisions.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

AMH:

AMH DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

SCHOOL DISTRICT:

TUMWATER SCHOOL DISTRICT NO. 33,
a Washington public school district

By: _____

Name: _____

Its: _____

EXHIBIT A

School District Property Legal Description

PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-11-107404-TC RECORDED
AUGUST 30, 2011 UNDER AUDITOR'S FILE NO. 4226132

IN THURSTON COUNTY, WASHINGTON .

EXHIBIT B

AMH Property Legal Description

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA 11 107404 TC RECORDED
AUGUST 30, 2011 UNDER RECORDING NO. 4226132;

IN THURSTON COUNTY, WASHINGTON.

AND

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS
GRANTED IN INSTRUMENT RECORDED MARCH 29, 2019 UNDER
RECORDING NO. 4675851;

IN THURSTON COUNTY, WASHINGTON.

EXHIBIT C

School District Parcel Legal Description

THAT PART OF PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-11-107404-TC RECORDED AUGUST 30, 2011 UNDER AUDITOR'S FILE NO. 4226132 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE ALONG THE LINE COMMON TO SAID PARCEL A AND PARCEL B OF SAID BOUNDARY LINE ADJUSTMENT, NORTH 87°50'08" WEST, 128.09 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID COMMON LINE, NORTH 87°50'08" WEST, 29.97 FEET; THENCE ALONG SAID COMMON LINE, NORTH 45°09'10" WEST, 92.97 FEET TO ANGLE POINT IN SAID COMMON LINE;

THENCE ALONG SAID COMMON LINE, SOUTH 44°50'50" WEST, 7.00 FEET;

THENCE SOUTH 45°09'10" EAST, 115.00 FEET;

THENCE NORTH 44°50'15" EAST, 27.32 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,029 SQUARE FEET, MORE OR LESS;

IN THURSTON COUNTY, WASHINGTON.

EXHIBIT D

AMH Parcel Legal Description

THAT PART OF PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-11-107404-TC RECORDED AUGUST 30, 2011 UNDER AUDITOR'S FILE NO. 4226132 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL A OF SAID BOUNDARY LINE ADJUSTMENT; THENCE ALONG THE LINE COMMON TO SAID PARCELS A AND B, NORTH 87°50'08" WEST, 128.09 FEET;

THENCE NORTH 44°50'15" EAST, 11.72 FEET;

THENCE SOUTH 87°50'08" EAST, 110.81 FEET;

THENCE SOUTH 45°08'12" EAST, 12.70 FEET TO THE BEGINNING;

CONTAINING 1,029 SQUARE FEET, MORE OR LESS.

IN THURSTON COUNTY, WASHINGTON.

REPORTS TO THE BOARD

- 1st Reading, Policy 5278 – Social Media and Electronic Communication (NEW): Questions can be directed to Beth Scouller.
- ESSER Report: Questions can be directed to Shawn Batstone and Melissa Richter.

Tumwater School District Board Policy

SOCIAL MEDIA AND ELECTRONIC COMMUNICATION

PURPOSE

The Tumwater School District (District) recognizes that social media (as defined below) offers opportunities to express creativity, share knowledge, build a sense of belonging and community, and engage in ongoing conversations with students, volunteers, alumni, parents and colleagues about common interests. At the same time, employee social media can impact the school community and may in some instances disrupt the District's educational mission. The District encourages employees and volunteers to consider the impact of social media on the school community. The District also recognizes that school employees have the constitutionally protected right to speak freely as private citizens on matters of public concern, unless the employee's speech causes or can reasonably be expected to cause a substantial disruption to school operations or undermine public trust. This policy is intended to provide guidance to school employees and volunteers about social media use.

DEFINITION

"Social Media" means a broadly accessible internet-based communications platform used to interact with other users and share content among a network. Examples of social media include but are not limited to Facebook, Twitter, Instagram, YouTube, Flickr, blogs and Wikis.

SCOPE

Professional Social Media Use

The District may approve professional social media sites for those who wish to communicate with students or parents through those sites.

- a. Professional social media sites should address reasonable instructional, educational, or extracurricular program matters. The same standards expected in schools and District professional settings are expected on professional social media sites.
- b. Only those professional social media accounts approved by the District may use the District's name, the name of any of its schools or departments, its mascots or team names, or otherwise present words or images that purport to identify the social media account with the Tumwater School District, its schools, departments, activities, or programs.

Personal Social Media Use

- a. Employees may not use social media for personal use during work time.
- b. The decision of whether or not to use social media for personal use, outside of work hours, is left to the discretion of the individual District employee. The District

recognizes that employees have a constitutionally protected right to speak as private citizens on matters of public concern.

- c. District employees shall not communicate or otherwise disseminate any confidential information they have access to as a result of their employment with the District. Employees will not disclose personally identifiable information from student records except to the extent permitted under the Family Education Rights and Privacy Act (FERPA).
- d. The District may take appropriate action when it becomes aware of employee conduct or communication on social media that causes, or that the District reasonably believes will cause, a substantial disruption to the District's educational operations, undermine public trust, or discloses confidential information.
- e. The District will not take adverse action only because it disagrees with an employee's or volunteer's communication on social media, in their capacity as a private citizen, and on matters of public concern.

ADOPTION DATE:

ACTION ITEMS

- 2nd Reading and Recommended Approval - Policy 2030, Service Animals:
Questions can be directed to Chris Halladay.

**Tumwater School District
Board Policy**

SERVICE ANIMALS IN SCHOOLS

The Tumwater School District Board of Directors acknowledges its responsibility to permit students and/or adults with disabilities to be accompanied by a “service animal” as required by federal laws and Washington State’s law against discrimination. This policy governs the presence of service animals in the schools, on school property, including school buses and at school activities.

A “service animal” means ~~an animal~~ any dog or miniature horse that is individually trained for the purpose of assisting or accommodating a disabled person’s sensory, mental or physical disability to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by the service animal must be directly related to the individual’s disability.

Examples of work or tasks include, but are not limited to the following:

- Assisting individuals who are blind or have low vision with navigation and other tasks,
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
- Providing nonviolent protection or rescue work,
- Pulling a wheelchair,
- Assisting an individual during a seizure,
- Alerting an individual to the presence of allergens,
- Retrieving items, such as medicine or the telephone,
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities, and
- Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks.

It is a civil infraction to misrepresent an animal as a service animal. The parent/guardian of a student who believes the student needs to bring a service animal to school or an employee who wishes to bring a service animal to school, must submit a written request to the building principal. The building principal, in consultation with the Section 504 coordinator or director of special services, as appropriate, will determine whether or not to permit the service animal in school. The principal shall not ask about the nature or extent of a person’s disability, but may make two inquires to determine whether an animal qualifies as a service animal. The principal may ask if the animal is required

because of a disability and what work or task the animal has been trained to perform. The principal shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, or require that the service animal demonstrate its task. The principal may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for a person with a disability.

The superintendent will develop procedures to implement the policy.

Cross References: 5010 - Nondiscrimination and Affirmative Action
 3210 - Nondiscrimination
 2162 - Education of Students With Disabilities Under
 Section 504 of the Rehabilitation Act of 1973
 2161 - Special Education and Related Services for Eligible
 Students
 2029 - Animals as Part of the Instructional Program

Legal References: American Disabilities Act (ADA), Revised Title II
 Regulations, §35 Service animals
 Section 504 of the Rehabilitation Act of 1973
 RCW 28A.642 Discrimination Prohibition
 RCW 49.60.040 Definitions
 WAC 162-26 Public accommodations, disability
 discrimination
 WAC 392-145-021(3) General operating requirements
 WAC 392-172A-01035 Child with a disability or student
 eligible for special education
 WAC 392-172A-01155 (3) Related services
 WAC 392-190 Equal education opportunity - Unlawful
 discrimination prohibited

Management Resources: 2018 - December 2018 - December Policy Issue

ADOPTION DATE: March 27, 2014