



Meeting Packet

Steilacoom Historical School District #1 Regular Meeting Board of Directors

September 12, 2012

7:00 p.m.



Steilacoom Historical School District #1 Regular Meeting Board of Directors

Steilacoom High School 54 Sentinel Drive Steilacoom, WA

9/12/2012 7:00 p.m.

I. Public Information

STUDY SESSION: The School Board normally convenes at 6:00 pm just prior to the start of the formal Board meeting, to discuss the Board agenda and to have a brief dinner. No decision making is undertaken. These study sessions are open to the Public; however, food is not provided for the general public.

II. CALL TO ORDER

(Vote)

1. Pledge of Allegiance
2. Roll Call
3. Approval of Agenda

III. COMMENTS FROM THE AUDIENCE

(Information)

Members of the audience wishing to comment on specific items on this agenda will be allowed to comment briefly during the Comments From the Audience portion of the agenda. Those wishing to speak will please sign the Speaker List in order to be recognized by the Board. Please limit your comments to three (3) minutes. The Board will not entertain comments during any other part of the meeting. Remarks of a negative nature singling out specific employees, other than the Board or Superintendent, will be heard in executive session following the business meeting. The Board reserves the right to terminate presentations containing personal attacks on individuals.

IV. APPROVAL OF MINUTES

(Vote)

- Minutes 8.23.12.pdf (p. 5)
- Minutes 8.28.12.pdf (p. 8)

V. CONSENT AGENDA

The purpose of the consent agenda is to reduce time going through motion, second and voting on issues of common consent. Any Board member can ask for any item to be removed from the consent agenda. There is no discussion of items on the consent agenda. By motion of the Board, remaining items are approved without discussion as part of the consent agenda. Discussion of items removed from the consent agenda occurs immediately following action on the consent agenda.

- Approval of Coaching Personnel Report.pdf (p. 9)
- Approval of Classified Personnel Report.pdf (p. 11)

- Approval of Certificated Personnel Report.pdf (p. 13)
- Approval of September 2012 Accounts Payable.pdf (p. 15)

VI. OLD BUSINESS

1. Approval of District Goals (Vote)

Presenter: Mike Winkler

- 2012-2013 Goals.pdf (p. 41)

2. Approval of Board Goals (Vote)

Presenter: Mike Winkler

3. Approval of Superintendent Goals (Vote)

Presenter: Bill Fritz

4. Approval of Resolution 785-09-12-12, Purchase & Sale, 1314 Nisqually, Steilacoom (Vote)

Presenter: LeeRae Ball

- Approval of Resolution 785-09-12-12.pdf (p. 50)

5. Second Reading of Policy 6220, Bid Requirements (Vote)

Presenter: LeeRae Ball

- Second Reading of Policy 6220.pdf (p. 68)

VII. NEW BUSINESS

1. Legislation (Information)

Presenter: Don Denning

2. First Reading of Policy 5403, Emergency Leave (Vote)

Presenter: Kathi Weight

- Policy 5403.pdf (p. 71)

3. First Reading of Policy 5404, Family Medical Leave (Vote)

Presenter: Kathi Weight

- Policy 5404.pdf (p. 75)

4. First Reading of Policy 5407, Military Leave (Vote)

Presenter: Kathi Weight

- Policy 5407.pdf (p. 86)

5. Approval of Resolution 786-09-12-12, Surplus Parcel C Cherrydale Woods (Vote)

Presenter: Bill Fritz

- Approval of Resolution 786-09-12-12.pdf (p. 88)

VIII. COMMENTS FROM THE AUDIENCE (Information)

Members of the audience wishing to comment on specific items on this agenda will be allowed to comment briefly during the Comments From the Audience portion of the agenda. Those wishing to speak will please sign the Speaker List in order to be recognized by the Board. Please limit your comments to three (3) minutes. The Board will not entertain comments during any other part of the meeting. Remarks of a negative nature singling out specific employees, other than the Board or Superintendent, will be heard in executive session following the business meeting. The Board reserves the right to terminate presentations containing personal attacks on individuals.

IX. BOARD COMMUNICATION (Information)

X. ANNOUNCEMENTS (Information)

XI. EXECUTIVE SESSION (Executive Session)

per RCW 42.30.110(1)(i) Legal Issues
to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

XII. RETURN TO PUBLIC SESSION

XIII. ADJOURNMENT (Vote)

Regularly scheduled meetings of the Board of Directors of the Steilacoom Historical School District are digitally recorded.



Steilacoom Historical School District #1 Regular Meeting Board of Directors - Meeting Minutes

8/23/2012

I. Public Information

II. CALL TO ORDER

Pledge of Allegiance led by LeeRae Ball.

Call to Order - Director Wong made a motion to excuse Director Denning. Director Scott seconded the motion and the motion passed (4/0).

Approval of Agenda - Director Scott moved to approve the agenda with the following corrections and additions to the Consent Agenda. Move the Classified Personnel Report and the Coaching Personnel Report to New Business. Add Kip Gillett, Saltar's Point Counselor, to Certificated Personnel Report as a 1.0 FTE new hire. Director Callanan seconded the motion and the motion passed (4/0).

III. COMMENTS FROM THE AUDIENCE

No comments.

IV. APPROVAL OF MINUTES

Director Callanan moved to approve the 8.9.12 minutes; Director Wong seconded the motion and the motion passed (4/0).

V. REPORTS

1. Financial Report

Executive Director Ball presented the August 2012 fund balances.

VI. CONSENT AGENDA

Director Scott moved to approve the Consent Agenda as modified. Director Callanan seconded the motion and the motion passed (4/0).

VII. OLD BUSINESS

1. Second Reading of Policy 4040, Public Records

No changes to policy 4040. Director Callanan moved to approve the policy. Director Wong seconded the motion and the motion passed (4/0).

2. Second Reading of Policy 2410, High School Graduation Requirements

Supt. Fritz presented new information regarding this policy and the changes made to the policy from the first reading. Director Scott moved to approve the policy as presented; Director Wong seconded the motion and the motion passed (4/0).

VIII. NEW BUSINESS

1. First Reading of Policy 6220, Bid Requirements

Executive Director Ball revised the policy to eliminate specific references to threshold amounts since these are determined by law.

Director Callanan made the motion to move the policy to a second reading; Director Wong seconded the motion and the motion passed (4/0).

2. Approval of Classified Personnel Report

Chair Winkler requested the Classified Personnel Report have the breakdown of hours for new hires. Director Scott moved to approve the report; Director Callanan seconded the motion and the motion passed (4/0).

3. Approval of Coaching Personnel Report

Chair Winkler asked about football coaching stipends. They were not ready at the time of agenda preparation. Director Scott moved to approve the report; Director Wong seconded the motion and the motion passed (4/0)

IX. COMMENTS FROM THE AUDIENCE

No comments.

X. BOARD COMMUNICATION

Director Scott received an invitation from Norma Melo, Military Child Education Coalition, to be on a Steering Committee and attend *Living in New Normal* event in the fall, Director Scott accepted.

Chair Winkler updated the Duggins and briefed the Steilacoom Mayor regarding scheduling a public hearing on Cherrydale Woods.

XI. ANNOUNCEMENTS

No announcements.

XII. ADJOURNMENT

Director Scott moved to adjourn the meeting at 7:29 pm; Director Callanan seconded the motion and the motion passed (4/0).

(Chair)

(Secretary/Superintendent)



Steilacoom Historical School District #1 Regular Meeting Board of Directors - Meeting Minutes

8/28/2012

I. CALL TO ORDER

Pledge of Allegiance - led by Superintendent Fritz.

Call to Order - Director Scott made a motion to excuse Director Denning and Wong. Director Callanan seconded the motion and the motion passed (3/0).

Approval of Agenda - Director Scott moved to approve the agenda with the addition of Nick Edwards and Nick Oglesby, asst. football coaches. Director Callanan seconded the motion and the motion passed (3/0).

II. Comments From the Audience

No comments.

III. CONSENT AGENDA

Director Callanan made a motion to approve the Consent Agenda as modified. Director Scott seconded the motion and the motion passed (3/0).

IV. Adjournment (Vote)

Director Scott moved to adjourn the meeting at 5:01:18 pm. Director Callanan seconded the motion and the motion passed (3/0).

(Chair)

(Secretary/Superintendent)

Personnel Report 9-12-12

Name	Position	Location	Effective Date	New Hire	Resignation	Resignation Date	Stipend	Stipend Amount	Comment
Clark Michael	Head Golf Coach Girl	High School	8/20/2012	X			X	3,426.00	

REGULAR BOARD MEETING

ISSUE:	<u>X</u>	ACTION	<u>Adoption of Personnel Action-Classified</u>
		INFORMATION	

Stellacoom Historical School District No. 1
Classified Personnel Report

	A	B	C	D	E	F	G	H	I	J	K
1	Personnel Report 9-12-12										
2											
3	Name	Position	Hours	Location	Effective Date	New Hire	Resignation	Resignation Date	Stipend	Stipend Amount	Comment
4	Torba Vera	Para Special Education	6.5	Cherrydale	8/29/2012		x	8/29/2012			
5	White La Guila	Para Special Education	6.5	Chloe Clark	9/14/2012		x	9/14/2012			

REGULAR BOARD MEETING

ISSUE:	X	ACTION	<u>Adoption of Personnel Action-Certificated</u>
		INFORMATION	

Stellacoom Historical School District No. 1
Certificated Personnel Report

	A	B	C	D	E	F	G	H	I	J	K
1	Personnel Report 9-12-12										
2											
3	Name	Position	FTE	Location	Effective Date	New Hire	Resignation	Resignation Date	Stipend	Stipend Amount	Comment
4	Foit Kelly	Kindergarten Screening 2 days		Cherrydale	8/14/2012				X	291.44	
5	Folmer Bruce	District Music Leadership		Pioneer/High School	8/30/2012				X	2,803.53	
6	Greer Susan	TOSA 10 days		District Office	8/13/2012				X	2,373.60	
7	Heying Wendy	Kindergarten Screening 4.5 days		Cherrydale/Chloe Clark	8/14/2012				X	1,506.96	
8	Patricia Sortore	Cheer Advisor		High School	8/1/2012				X	6,818.32	
9	Sabado Andrea	Kindergarten Screening 1.5 days		Chloe Clark	8/17/2012				X	352.17	
10	Spark Amanda	Teacher 4th Grade	1.00	Saltar's Point	9/7/2012	X					Leave Replacement
11	Tchobanoff Hannah	Kindergarten Screening 1 day		Chloe Clark	8/16/2012				X	273.86	
12	Vanbeber-Ashton Lori	Kindergarten Screening 4.5 days		Cherrydale/Chloe Clark	8/14/2012				X	1,573.88	
13	Wheaton Ryan	Transition for ESY		District Office	6/18/2012				X	2,307.84	

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$4,723.94. The payments are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:
Warrant Numbers 110096 through 110101, totaling \$4,723.94

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110096	CITY TREASURER	08/23/2012	100683154		0	53.15	53.15
110097	EMPLOYER ADMIN SERVICES INC	08/23/2012	419372012		0	143.00	143.00
110098	JUNIOR LIBRARY GUILD	08/23/2012	152055	SHEF Library Books Subscription	1401112012	342.00	342.00
110099	NORTHWEST CASCADE INC	08/23/2012	10019623	ANNUAL CLEAN & PUMP KITCHEN GREASE TRAPS & SHS SEWER LIFT STATION	101112133	1,991.20	1,991.20
110100	PUGEST SOUND ESD	08/23/2012	11723		141011007	799.00	799.00
110101	TRUSTEED PLANS SERVICE CORP	08/23/2012	0066262-in		0	1,395.59	1,395.59
				6 Computer	Check(s) For a Total of		4,723.94

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	6	Computer	Checks For a Total of	4,723.94
Total For	6	Manual, Wire Tran, ACH & Computer Checks		4,723.94
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	4,723.94

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	1	Computer	Checks For a Total of	5,439.10
Total For	1	Manual, Wire Tran, ACH & Computer	Checks	5,439.10
Less	1	Voided	Checks For a Total of	5,439.10
			Net Amount	0.00

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As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$45,751.39. The payments are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:
Warrant Numbers 110128 through 110147, totaling \$45,751.39

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110128	ACM/ACL LLC DBA ALLIANCE CONST	08/31/2012	252		0	5,959.50	5,959.50
110129	AHBL	08/31/2012	86744		0	2,400.00	2,400.00
110130	ALBERTSONS	08/31/2012	1345		0	363.97	410.29
			7128		0	46.32	
110131	BALL, LEERAE K	08/31/2012	mil reimb		0	26.39	26.39
110132	BARNES & NOBLE BOOKSTORE	08/31/2012	in2374451	SPRINGBOARD HIGH SCHOOL BARNES & NOBLE ORDER	181112096	9,165.08	9,165.08
110133	CASE PARTS	08/31/2012	0001603619	OPEN PURCHASE 2011-2012 FOR KITCHEN REPAIR PARTS	101112051	79.37	79.37
110134	CDW-G, INC.	08/31/2012	N989549	DOffice Server Hard Drive replacement.	111112032	285.80	1,005.44
			p176414	Classroom Switches	111112037	719.64	
110135	CENTURYLINK QCC	08/31/2012	1225778944		0	38.72	38.72
110136	CONSOLIDATED ELECTRICAL DIST	08/31/2012	8541-726169	OPEN PURCHASE 2011-2012 FOR ELECTRICAL SUPPLIES	101112036	245.30	245.30
110137	HIGHSMITH CO INC	08/31/2012	4694431	Highsmith - 6th grade chair order	2371112095	490.11	490.11
110138	HOUGHTON MIFFLIN	08/31/2012	948626025	Riverside easyCBM product for grades K-8	181112099	2,071.00	2,071.00
110139	KATHLEEN A EASTMAN	08/31/2012	TRAINING REIMB		0	211.31	211.31
110140	LABORATORIES, COASTWIDE	08/31/2012	t2459941	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	330.39	330.39
110141	LABORATORIES, COASTWIDE	08/31/2012	t2459378	OPEN PURCHASE	101112047	596.50	1,414.21

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				2011-2012 FOR CUSTODIAL SUPPLIES			
			t2459949	OPEN PURCHASE	101112047	817.71	
				2011-2012 FOR CUSTODIAL SUPPLIES			
110142	LISA MARIE SLATER	08/31/2012	supply reimb	stars for fitness testing	0	6.53	6.53
110143	MARK'S PLUMBING PARTS	08/31/2012	1144312	OPEN PURCHASE ORDER FOR 2011-2012 FOR PLUMBING SUPPLIES	101112077	132.70	132.70
110144	MICRO COMPUTER SYSTEMS	08/31/2012	0441975-IN	Supply order	111112036	315.62	315.62
110145	PARKER PAINT	08/31/2012	954059015890	OPEN PO 2011-2012 FOR PAINT SUPPLIES	101112030	198.85	198.85
110146	SYLVAN	08/31/2012	11250	SES Tutoring Service for Saltar's students. Sylvan of Lakewood	91112089	240.00	1,007.59
			2012	SES Tutoring Service for Saltar's students. Sylvan of Lakewood	91112089	240.00	
			2848	SES Tutoring Service for Saltar's students. Sylvan of Lakewood	91112089	527.59	
110147	THE COLLEGE BOARD	08/31/2012	EI40855427	SPRINGBOARD WRITING ADOPTION ORDER	181112088	20,242.99	20,242.99
			20	Computer	Check(s) For a Total of		45,751.39

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	20	Computer	Checks For a Total of	45,751.39
Total For	20	Manual, Wire Tran, ACH & Computer	Checks	45,751.39
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	45,751.39

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$5,439.10, and voids/cancellations, totaling \$5,439.10. The payments and voids are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:
Warrant Numbers 110148 through 110148, totaling \$5,439.10
Voids/Cancellations, totaling \$5,439.10

Secretary _____ Board Member _____

Board Member _____ Board Member _____

Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110148	TRUSTEED PLANS SERVICE CORP	08/29/2012	0065861-in		0	2,315.20	5,439.10
			june and july 45900		0	3,123.90	
				1 Computer	Check(s) For a Total of		5,439.10

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
109956	TRUSTEED PLANS SERVICE CORP	08/28/2012	0065861-in		0	2,315.20	5,439.10
			june and july 45900		0	3,123.90	
			1	Void	Check(s) For a Total of		5,439.10

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$820.21. The payments are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:
Warrant Numbers 110149 through 110149, totaling \$820.21

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110149	MASTERCARD CORP. CLIENTS-PAYME	08/29/2012	5687		0	820.21	820.21
			1	Computer	Check(s) For a Total of		820.21

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	1	Computer	Checks For a Total of	820.21
Total For	1	Manual, Wire Tran, ACH & Computer Checks		820.21
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	820.21

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$300,978.74. The payments are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:
Warrant Numbers 110150 through 110190, totaling \$300,978.74

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____ Board Member _____

Check-Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110150	ABRAMS LEARNING TRENDS	08/31/2012	0293483-in	Group Independent Reading sets for Grades 2-3 and 3-4. For Jaclyn Shope (Anderson Island).	91213001	2,580.32	2,580.32
110151	ACADEMIC THERAPY PUBLICATIONS	08/31/2012	171072	SLP Materials for Linda Ross at Cherrydale.	91213009	123.20	123.20
110152	AMERICAN LEGACY PUBLISHING	08/31/2012	99147	S.P. American Legacy Publishing	1271213006	533.61	1,642.41
			99153	S.P. American Legacy Publishing (WA Studies Weekly Newspaper for 4th grade)	1271213013	1,108.80	
110153	CAMBIUM LEARNING INC	08/31/2012	ri 976437	RTI SUPPLIES -- ENGQUIST	1621213009	324.74	324.74
110154	COMCAST	08/31/2012	22568385		0	177,399.39	177,399.39
110155	COMMITTEE FOR CHILDREN	08/31/2012	241737	COUNSELOR SUPPLIES -- FANNIN	1621213006	294.29	294.29
110156	CURRICULUM ASSOCIATES INC	08/31/2012	90168313	SECOND GRADE HANDBOOKS -- ENGQUIST	1621213023	331.20	331.20
110157	DEATON, SAMANTHA MICHELLE	08/31/2012	mil reimb 8/15-8/16		0	9.86	9.86
110158	DREAMBOX LEARNING	08/31/2012	db061204066	DREAMBOX	81213019	34,132.80	34,132.80
110159	FOLLETT LIBRARY RESOURCES	08/31/2012	645610f-6	LIBRARY ORDER SHS	81213009	150.44	842.74
			645612-3	FOLLETT LIBRARY ORDER SHS	81213004	692.30	
110160	FOLLETT SOFTWARE COMPANY	08/31/2012	1022527		0	15,097.20	15,097.20
110161	GOPHER	08/31/2012	8518478	PLAYGROUND SUPPLIES --	1621213008	899.50	899.50

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110162	HANDWRITING WITHOUT TEARS	08/31/2012	692153-1	VONDERSCHEER KINDERGARTEN SUPPLIES --	1621213034	1,195.28	1,717.40
			692267-1	HEYING Materials for Cherrydale Preschool.	91213002	307.60	
			692269-1	SpEd Materials at Chloe Clark - for Christi Beck.	91213003	214.52	
110163	HIGHSMITH CO INC	08/31/2012	4698060	LIBRARY SUPPLIES -- SCHENCK	1621213001	281.50	281.50
110164	HRM PLUS, LLC	08/31/2012	12/13 renewal		0	4,003.76	4,003.76
110165	KING COUNTY DIRECTORS ASSN	08/31/2012	3597278	SHS KCDA FOR TERRY BADER SEE CART # 543798	141213003	289.66	8,828.19
			3598302	KCDA CART # 542994 FOR NURSE'S OFFICE	4311213002	183.92	
			3598432	CLASSROOM SUPPLIES -- SHAFFER (see cart#536632)	1621213029	122.45	
			3598433	CLASSROOM SUPPLIES -- ENGQUIST (see cart #535736)	1621213026	116.22	
			3598434	CLASSROOM SUPPLIES -- ANDERSON	1621213024	106.77	
			3598435	CLASSROOM SUPPLIES -- GILLIAM (see cart #538228)	1621213017	114.63	
			3598935	KCDA Cart #546702, KILGA SUPPLIES	2371213007	351.75	
			3598936	KCDA Cart #546471 - Foyil/Byrd	2371213006	955.56	
			3598937	KCDA CART #1303, STEWART	2371213005	1,003.29	
			3598938	LOWE-6th GRADE TEAM, Cart #546437	2371213004	505.19	
			3600409	CLASSROOM SUPPLIES -- CUNNINGHAM / HOWE / MCGLOTHERN (see cart #540595)	1621213036	99.58	
			3600410	WORKROOM SUPPLIES	1621213037	2,604.95	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				-- HINTON (see cart #530536)			
			3600411	THIRD GRADE SUPPLIES --	1621213030	220.94	
				BRADSHAW (see cart #529692)			
			3600412	ELL SUPPLIES -- KAUP (see cart #530515)	1621213005	72.22	
			3600413	PBS SUPPLIES -- BRADSHAW (see cart #540606)	1621213010	54.07	
			3601011	CART # 53962 FOR ENGLISH DEPARTMENT	4311213007	1,913.26	
			3602684	SHS KCDA FOR TERRY BADER SEE CART # 543798	141213003	113.73	
110166	LAKESHORE	08/31/2012	3180240812	THIRD GRADE SUPPLIES -- BRADSHAW	1621213031	27.30	27.30
110167	MODEL ME KIDS, LLC	08/31/2012	12-5523	COUNSELOR SUPPLIES -- FANNIN	1621213011	181.90	181.90
110168	MOUNTAIN ALARM	08/31/2012	707768	OPEN PURCHASE ORDER 2012-2013 FOR SECURITY & FIRE MONITORING	101213032	1,401.00	1,401.00
110169	NCIS	08/31/2012	mem dues 12/13		0	1,050.00	1,050.00
110170	NCS PEARSON, INC.	08/31/2012	3714415	SLP Materials for Linda Ross at Cherrydale.	91213006	272.52	272.52
110171	NCS PEARSON INC	08/31/2012	3714414	Materials for OT evaluations.	91213005	236.57	236.57
110172	NORTHWEST TEXTBOOK DEPOSITORY	08/31/2012	114-173-440	MATH CONSUMABLES -- MATH CONNECTS WORKBOOKS	1621213039	16,167.93	18,370.29
			114-173-681	FIRST GRADE READING WORKBOOKS -- LEVCOVICH	1621213012	2,202.36	
110173	NW TEXTBOOK DEPOSITORY	08/31/2012	114-173-437	Req. 1654 - 2nd Gr. Reading/Math - 2012 - 2013	1461213002	5,164.68	7,637.10
			114-173-680	Req. 1656 - 1st GR Math/ Read - 2012/13	1461213004	2,472.42	
110174	PRIMARY CONCEPTS	08/31/2012	0159915-in	RESOURCE ROOM SUPPLIES -- BECK	1621213004	162.66	162.66
110175	PSSED-TECHNOLOGY SERVICES	08/31/2012	11793	SHS REGISTRATION FOR IPAD CLASS	81213001	2,055.00	2,055.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110176	REALLY GOOD STUFF	08/31/2012	4020109	Req. 1652 - 1st Gr. Supplies - 2012-2013	1461213001	152.62	523.88
			4021578	CLASSROOM SUPPLIES -- LEVCOVICH	1621213019	67.93	
			4021585	THIRD GRADE SUPPLIES -- BRADSHAW	1621213032	142.14	
			4025085	CLASSROOM SUPPLIES -- FORD	1621213015	35.92	
			4037205	CLASSROOM SUPPLIES -- ANDERSON	1621213025	125.27	
110177	SCHOOL DATA SOLUTIONS	08/31/2012	sds-100570		0	10,199.00	10,199.00
110178	SCHOOL NURSE SUPPLY	08/31/2012	0403515-in	S.P. School Nurse Supply	1271213003	192.04	229.14
			0403521-IN	SUPPLIES FOR SCHOOL NURSE	4311213003	37.10	
110179	SCHOOL SPECIALTY	08/31/2012	208108804079	SHS SAX ARTS ORDER FOR TERRY BADER SEE CART #7772329063	141213002	17.33	1,045.64
			208108829531	SHS SAX ARTS ORDER FOR TERRY BADER SEE CART #7772329063	141213002	98.77	
			208108884656	CLASSROOM SUPPLIES -- HEBERT (see cart #7772323562)	1621213028	247.69	
			208108884657	THIRD GRADE SUPPLIES -- BRADSHAW (see cart #7772327537)	1621213033	93.50	
			208108884658	CLASSROOM SUPPLIES -- GUYLES (see cart #7772078823)	1621213027	114.04	
			208108927770	LIBRARY SUPPLIES -- SCHENCK (see cart #7772179760)	1621213002	29.47	
			208108927771	RESOURCE ROOM SUPPLIES -- BECK (see cart #7772310540)	1621213003	93.04	
			208108927772	Req. 1653 - 1st Gr. supply order - 2012/2013 - Cart # 7772311753	1461213003	119.07	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			208108927773	S.P. School Specialty orders	1271213007	28.65	
			208108927774	S.P. Sportime Order	1271213008	38.98	
			208108927775	S.P. School Specialty orders	1271213007	119.93	
			208108937540	S.P. Sportime Order	1271213008	12.82	
			208108976638	LIBRARY SUPPLIES -- SCHENCK (see cart #7772179760)	1621213002	32.35	
110180	SCHOOL SPECIALTY	08/31/2012	208108845343	SHS SAX ARTS ORDER FOR TERRY BADER SEE CART #7772329063	141213002	64.36	64.36
110181	SCIENCE SOURCE	08/31/2012	00167507	SCIENCE MATERIALS	4311213006	37.66	37.66
110182	STARFALL EDUCATION	08/31/2012	s1899657.001	FIRST GRADE SUPPLIES -- LEVCOVICH (P.O. to be faxed with order form)	1621213013	78.21	78.21
110183	STEILACOOM CHAMBER OF COMMERCE	08/31/2012	267		0	70.00	70.00
110184	THEMES AND VARIATIONS	08/31/2012	57946	MUSIC SUPPLIES -- JEFFREYS	1621213040	259.00	259.00
110185	TRANSACT COMMUNICATIONS INC	08/31/2012	31133	EDUPortal	281213002	1,854.33	1,854.33
110186	TRIARCO ARTS & CRAFTS INC	08/31/2012	26455	Art Supplies	2371213003	179.58	179.58
110187	WASA	08/31/2012	2012-3 mem 353031878	WAS Conference	0 281213001	1,762.50 250.00	2,012.50
110188	WASBO	08/31/2012	17874	WASBO MEMBERSHIP RENEWAL- D.O.	81213011	750.00	750.00
110189	WINNING SEASON	08/31/2012	t2012111	PE Uniform restocking order	2371213001	3,172.60	3,172.60
110190	WSSDA	08/31/2012	44202		0	600.00	600.00
41	Computer	Check(s) For a Total of				300,978.74	

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	41	Computer	Checks For a Total of	300,978.74
Total For	41	Manual, Wire Tran, ACH & Computer Checks		300,978.74
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	300,978.74

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$199.45. The payments are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:
Warrant Numbers 110191 through 110203, totaling \$199.45

Secretary _____

Board Member _____

Board Member _____

Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110191	BAYLON, VICTORIA EVA	08/31/2012	LUNCH REFUND		0	8.30	8.30
110192	BOLLMAN, DENISE	08/31/2012	LUNCH REFUND		0	35.05	35.05
110193	BROWN, JANELL	08/31/2012	LUNCH REFUND		0	9.50	9.50
110194	BRUGGEMAN, BENJAMIN JUDE	08/31/2012	LUNCH REFUND		0	4.50	4.50
110195	GRISHAM, MARK	08/31/2012	LUNCH REFUND		0	6.80	6.80
110196	INGRAM, VICKI	08/31/2012	lunch refund		0	9.35	9.35
110197	JOHNSON, NICHOLE S	08/31/2012	LUNCH REFUND		0	25.00	25.00
110198	LUDWIG, NOELLE	08/31/2012	LUNCH REFUND		0	3.50	3.50
110199	MICKELSON, PERRY	08/31/2012	LUNCH REFUND		0	22.75	22.75
110200	RASCHKE, ERIN	08/31/2012	LUNCH REFUND		0	5.90	5.90
110201	RINCON, ALEJANDRA	08/31/2012	LUNCH REFUND		0	42.35	42.35
110202	SEILER, FAY	08/31/2012	lunch refund		0	16.50	16.50
110203	SHRADER, APRIL	08/31/2012	LUNCH REFUND		0	9.95	9.95

13 Computer Check(s) For a Total of 199.45

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	13	Computer	Checks For a Total of	199.45
Total For	13	Manual, Wire Tran, ACH & Computer Checks		199.45
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	199.45

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$2,889.93. The payments are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:
Warrant Numbers 110204 through 110205, totaling \$2,889.93

Secretary _____

Board Member _____

Board Member _____

Board Member _____

Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
110204	TRUSTEED PLANS SERVICE CORP	09/07/2012	0066462-in		0	331.90	1,829.20
			45900		0	1,497.30	
110205	US BANCORP	09/07/2012	209533165		0	1,060.73	1,060.73
				2 Computer	Check(s) For a Total of		2,889.93

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	2	Computer	Checks For a Total of	2,889.93
Total For	2	Manual, Wire Tran, ACH & Computer	Checks	2,889.93
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	2,889.93

0.00
0.00
0.00
2,889.93
0.00
2,889.93

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$5,590.45. The payments are further identified in this document.

Total by Payment Type for Cash Account, ASB WARRANTS OUTSTANDING:
Warrant Numbers 400704 through 400707, totaling \$5,590.45

Secretary _____ Board Member _____

Board Member _____ Board Member _____

Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
400704	BAM MASCOTS, INC	08/31/2012	430-1		6284	2,600.00	2,600.00
400705	GLSEN	08/31/2012	889		1825	47.50	47.50
400706	HUMAN RELATIONS MEDIA	08/31/2012	3137305		1826	142.95	142.95
400707	WASHINGTON STUDENT LEADERSHIP	08/31/2012	27496		1812	2,800.00	2,800.00
				4 Computer	Check(s) For a Total of		5,590.45

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	4	Computer	Checks For a Total of	5,590.45
Total For	4	Manual, Wire Tran, ACH & Computer Checks		5,590.45
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	5,590.45

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$674.25. The payments are further identified in this document.

Total by Payment Type for Cash Account, CPF WARRANTS OUTSTANDING:
Warrant Numbers 200023 through 200023, totaling \$674.25

Secretary _____

Board Member _____

Board Member _____

Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
200023	ACM/ACL LLC DBA ALLIANCE CONST	08/31/2012	252-cap proj		0	674.25	674.25
			1	Computer	Check(s) For a Total of		674.25

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	1	Computer	Checks For a Total of	674.25
Total For	1	Manual, Wire Tran, ACH & Computer	Checks	674.25
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	674.25

The following vouchers, as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of September 12, 2012, the board, by a _____ vote, approves payments, totaling \$600.00. The payments are further identified in this document.

Total by Payment Type for Cash Account, PPT WARRANTS OUTSTANDING:
Warrant Numbers 700039 through 700040, totaling \$600.00

Secretary _____

Board Member _____

Board Member _____

Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
700039	BAKER, NANCY J	08/31/2012	schatz fund		0	300.00	300.00
700040	DEBBEE R SHAFFER	08/31/2012	schatz fund		0	300.00	300.00

2

Computer

Check(s) For a Total of

600.00

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	2	Computer	Checks For a Total of	600.00
Total For	2	Manual, Wire Tran, ACH & Computer	Checks	600.00
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	600.00

Steilacoom Historical School District #1 Board of Directors

Board and District Goals For School Year 2012-2013

Vision and Mission Statement

- The best education for every student
- The mission statement of the Steilacoom Historical School District No. 1, in partnership with our communities, is to educate and prepare responsible citizens who can contribute and adapt in a changing world.

District Core Values

Academics

We commit to engage all students by using effective instructional practices, challenging students to reach their fullest potential.

Climate

We ensure a positive, respectful, and safe learning climate, responsive to students' individual needs.

Community

We welcome and encourage family and community involvement where each member of the school community is a valued partner.

Collaboration

We practice purposeful, professional, student-centered collaboration.

Integrity

We commit to act with honesty and integrity, respecting all diversity.

Accountability

We, the SHSD learning community, share in the responsibility for attaining academic and fiscal goals by providing educators with the necessary tools and resources for success.

2012-2013 District Goals

- Continue the development of the district's capital facilities plan, to include the supporting maintenance plan, classroom space, and district administrative facility.
- Resource the student learning environment to positively impact student achievement, as measured by district, state, and national standards.
- Focus time and energy on the continued implementation and fine tuning of established operational systems (e.g. data teaming, hiring procedures, fiscal procedures, staffing allocations, etc.).

2012 - 2013 Board Goals

- Correlate the relationship and consistency of decisions to board goals and our district's vision, mission, and values statements.
- Maintain effective communications with the community, focusing on the use of taxpayer funds entrusted to the district.
- Maintain a minimum 6 percent unreserved ending fund balance in the general operations account.
- Maintain the working relationship of the board and the board/superintendent team.
- Review the 5000 (Personnel) series policies and modify as needed, moving to a four year review cycle for all policies.

Superintendent Goals

Learning Improvement

- All schools will meet measureable goals as stated in school improvement plans within stated timelines.
- The District will continue to develop and market career options and connected educational opportunities in intermediate school, middle school, high school, and beyond.

High School Re-Accreditation

- By conclusion of the 2012-13 school year, SHS will be re-accredited by the Northwest Accreditation Commission.

Superintendent Goals

Finance and Operations – Internal Controls Systems

- At the conclusion of FY 2012-13 the district unreserved fund-balance should be at 6% of general fund budget or greater.
- Training of staff and accountability systems will be developed to eliminate internal controls concerns as noted by the Auditor pertaining to the 2012-13 school (this is a multi-year goal since the 2012-13 SY audit will occur in 2014)

Superintendent Goals

Capital Projects

- By the beginning of the 2013 school year, two additional classroom spaces will be operable at Saltar's Point Elementary using existing district resources within the established budget (if needed, as determined by the Board of Directors based on October enrollment).
- If funding is available through existing resources, progress toward remodeling the Old Pioneer site will be underway, consistent with a timeline to be recommended by District staff and approved by the Board of Directors and within established budget.

Superintendent Goals

Policy 5000 Series - Personnel

- 100% of 5000 series policies will be reviewed by district staff and recommended changes will be presented to the Board of Directors for consideration prior to July 31, 2013

Management Review

- The District will have completed an organizational management review to be managed by WASA, will have reviewed the results, will present the results to the Board of Directors, and will have completed development of a plan of action to respond to the results by June 2013.

Steilacoom Historical School District Board of Directors

REGULAR BOARD MEETING

Date: September 12, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: x **ACTION** Resolution # 785-09-12-12 Purchase & Sale Agreement
 INFORMATION

BACKGROUND INFORMATION:

Sale of house previously surplusd by Board in May 2012 at 1314 Nisqually Street, Steilacoom. Purchase & Sale Agreement with Todd & Brian Hurlow in the amount of \$152,000. Closing date before end of September 2012.

FISCAL IMPLICATIONS:

Deposit of \$5,000 has been received.

Revenues into Capital Projects Fund in the amount of approx.. \$140,300 after fees & closing costs.

RECOMMENDED DECISION:

It is the recommendation of the Superintendent to adopt resolution #785-09-12-12

Report prepared by:

Superintendent Bill Fritz & Executive Director of Finance & Operations, LeeRae Ball

Steilacoom Historical School District No. 1
Resolution # 785-09-12-12
Concerning Sale of Real Property (1314 Nisqually)

THIS RESOLUTION of the Steilacoom Historical School District No. 1 is in accordance with RCW 28A.335.090(1) which provides that “[t]he board of directors of each school district shall have exclusive control of all school property, real or personal, belonging to the district; said board shall have power, subject to RCW 28A.335.120, in the name of the district, to convey by deed all the interest of their district in or to any real property of the district which is no longer required for school purposes.”

WHEREAS, the District owns property containing 0.17 acres of real estate located at 1314 Nisqually Street, Steilacoom, in Pierce County, Washington (the “Property”);

WHEREAS, on May 23, 2012, the Board of Directors declared the Property surplus following the rules and regulations set forth in RCW 28A.335.120;

WHEREAS, notice of the Board of Director’s consideration of a sale of the Property was published on May 31, 2012, and June 7, 2012, in the Tacoma News Tribune;

WHEREAS, pursuant to RCW 28A.335.120, the Board of Directors held a public hearing regarding the sale of the Property on June 14, 2012;

WHEREAS, on June 28, 2012, the Board of Districts authorized the Superintendent to enter into a purchase and sale agreement with Cambria Johnson (the “Johnson PSA”);

WHEREAS, Cambria Johnson terminated the Johnson PSA on July 26, 2012;

WHEREAS, the District has come to an agreement with Todd C. Hurlow and Brian D. Hurlow regarding the sale of the Property;

WHEREAS, the agreed purchase price for the Property is \$152,000.00;

WHEREAS, on August 8, 2012, during a regularly scheduled Board meeting, the Board of Directors voted affirmatively with an oral direction to authorize the Superintendent to execute a Purchase and Sale Agreement with Todd C. Hurlow and Brian D. Hurlow for the sale of the Property for \$152,000.00;

WHEREAS, on August 25, 2012, the Superintendent, acting pursuant to the Board’s direction, executed a Purchase and Sale Agreement with Todd C. Hurlow and Brian D. Hurlow for the sale of the Property for \$152,000.00; and

WHEREAS, the Board of Directors wishes to memorialize their earlier action of authorizing the Superintendent to execute a Purchase and Sale Agreement with Todd C.

Steilacoom Historical School District No. 1
Resolution # 785-09-12-12
Concerning Sale of Real Property (1314 Nisqually)

Hurlow and Brian D. Hurlow for the sale of the Property for \$152,000.00 and to provide further direction to the Superintendent regarding the Property.

NOW, THEREFORE, be it resolved that the Board of Directors hereby memorializes in this Resolution the Board's previous act, taken in a regularly scheduled board meeting on August 8, 2012, to authorize the Superintendent of the Steilacoom Historical School District to execute a Purchase and Sale Agreement with Todd C. Hurlow and Brian D. Hurlow for the sale of the Property; and

NOW, THEREFORE, be it further resolved that the Board of Directors authorizes the Superintendent to take any and all actions necessary to consummate and close the transaction set forth in the Purchase and Sale Agreement, and to convey the Property to Todd C. Hurlow and Brian D. Hurlow.

ADOPTED this _____ day of _____, 2012

President

Director

Director

Director

Director

Attested to by:

Secretary, Board of Directors



Chambers Bay Realty, Inc.

August 27, 2012

Re: Purchase and Sales Agreement
Steilacoom School District Seller
Hurlow- Purchasers

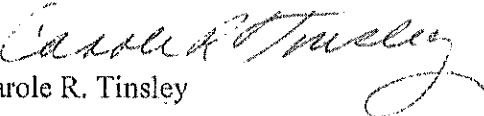
LeRae,

Attached is the Purchase and Sales Agreement fully signed by Purchaser . To Complete these documents I need Mr. Fritz to sign and initial as indicated on Pages 9,B2,B3. Until he does sign this is not a completed Purchase and Sales agreement.

As soon as the documents are signed this will now become a full Agreement between the parties and all time frames will be activated. Time is truly of the essence .

As soon as I documents are completed please notify me and I will pick up those three pages.

Sincerely,


Carole R. Tinsley

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made as of this 25 day of August, 2012 (the "Effective Date") by and between Todd C. Hurlow and Brian D. Hurlow ("Buyer"), and Steilacoom Historical School District No. 1 ("Seller"), with references to the following facts:

RECITALS

A. Seller is the owner of that certain land containing approximately 0.17 acres of land more particularly described below (the "Property").

B. Buyer wishes to purchase, and Seller wishes to sell, the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

1. Description of the Property. Seller shall sell and convey to Buyer, and Buyer shall purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, approximately 0.17 acres of real property with a street address of 1314 Nisqually Street, Steilacoom, WA 98388, located in Pierce County Washington and more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Land"), together with all of Seller's right, title and interest in and to i) all rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging or appertaining to the Land, including, without limitation, all minerals, mineral rights, oil, gas and other hydrocarbon substances on and under the Land, all timber, plants, development rights, air rights, water, water rights, existing water well and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the "Appurtenances"), and ii) all improvements, buildings and fixtures currently located on the Land, including the existing house together with any and all additional buildings and structures located on the Land, and all apparatus, equipment and appliances used in connection with the ownership, use and operation of such buildings such as heating and air conditioning systems and facilities used to provide any utility service, ventilation, garbage disposal or other services thereto (all of which are hereinafter collectively referred to as the "Improvements"). The Land, the Appurtenances and the Improvements are hereinafter referred to collectively as the "Property." Notwithstanding the foregoing, Buyer and Seller agree that, on or prior to the Closing date, Seller shall be entitled to remove personal property belonging to Seller (e.g., documents, papers, files, records, books, educational equipment and/or resources) and that title to such items shall not transfer to Buyer.

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property is ONE HUNDRED FIFTY-TWO THOUSAND AND 00/100 DOLLARS (\$152,000.00). Within five (5) days following the execution and delivery of this Agreement, Buyer shall open escrow with First American Title Insurance Company in Pierce County, Washington (the "Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement and FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) as an earnest money deposit (the "Deposit"). If Buyer terminates the Agreement prior to the end of the Due Diligence Period (defined below), the Deposit shall be refunded to Buyer. Upon satisfaction or waiver of the Due Diligence Conditions, the Deposit shall be non-refundable, except as may be otherwise provided for in this Agreement, but shall be applied to the Purchase Price at Closing.

On the Closing Date, Buyer shall deposit with Escrow Agent the entire amount of the Purchase Price, as adjusted for any amounts to be charged or credited (including, but not limited to, the Deposit) against the Purchase Price in accordance with this Agreement. All interest earned on the Deposit shall be applicable to the Purchase Price.

3. Closing Date. The closing of the Property (the "Closing") shall be held at the offices of the Escrow Agent, on a date chosen by Buyer by at least ten (10) days prior written notice following expiration of the Due Diligence Period (defined below), but in no event earlier than September 17, 2012 and in no event later than September 30, 2012. "Closing" shall occur when the deed to Buyer is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller. Upon Closing, possession of the Property shall be delivered to the Buyer.

4. Title and Survey Matters.

(a) Title Commitment. Buyer shall, within 5 days of the date hereof, obtain a commitment for a current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence or a current ALTA standard for Owner's Policy issued by the Title Company describing the Property, showing all matters pertaining to the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price (the "Title Commitment"). The Due Diligence Period shall be extended by any delay by the Title Company in delivering the Title Commitment.

(b) Title Binder. At the same time as Buyer obtains the Title Commitment, the Title Company shall deliver to Buyer true, correct and legible copies of all documents ("Title Documents") referred to in such Title Commitment as conditions or exceptions to title to the Property (such title insurance policy commitment and Title Documents are collectively referred to herein as the "Title Binder").

(c) Title Review. Within the Due Diligence Period, Buyer shall review the Title Commitment and, on or before the expiration of the Due Diligence Period, shall notify Seller what exceptions to title, if any, will be accepted by Buyer. Only those exceptions approved by Buyer in writing shall constitute "Approved Exceptions". Seller shall attempt to remove all exceptions that are not Approved Exceptions prior to the Closing Date, but Seller shall not be required to institute any litigation or incur any cost to do so, provided Seller agrees to pay any monetary liens (including all taxes) affecting title to the Property and thus eliminate any such title exception. If, prior to the Closing Date, Seller notifies Buyer that Seller will not be able to remove an exception (other than a monetary lien), then, within five (5) days of such notice from Seller, or prior to the Closing Date, whichever is earlier, Buyer shall notify Seller either that Buyer (i) waives the objection to such exception and accepts such title as Seller is willing to convey, or (ii) terminates this Agreement, in which event the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

Immediately upon discovering the need to amend or add any exception to the Title Commitment (including but not limited to exceptions raised by a survey), Escrow Holder shall notify Buyer and Seller. Within ten (10) business days after notice from Escrow Holder together with a copy of such intervening lien or matter, Buyer shall notify Seller in writing of any objections thereto (the "Amendment Objections"). Seller shall attempt to satisfy the Amendment Objections prior to the Closing Date, but Seller shall not be required to institute any litigation or incur any cost to do so, provided Seller agrees to pay any monetary liens affecting title to the Property and thus eliminate any such title exception. If, prior to the Closing Date, Seller notifies Buyer that Seller will not remove any of the Amendment Objections (other than a monetary lien), then, within five (5) days of such notice from Seller, or prior to the Closing Date, whichever is earlier, Buyer shall notify Seller either that Buyer (i) waives the Amendment Objections and accepts such title as Seller is willing to convey (except with respect to monetary liens,

which shall be deducted from the Purchase Price), or (ii) terminates this Agreement, in which event the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement. The Approved Exceptions, and any other exceptions which Buyer approves in writing shall be referred to hereinafter as the "Permitted Exceptions."

(d) Title Policy. Buyer shall receive at Closing, for a current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence or a current ALTA standard for Owner's Policy with such endorsements as Buyer may require, issued by the Title Company to be furnished to Buyer ("Title Policy"). The Title Policy shall be issued in the amount of the total Purchase Price and shall insure indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions, if any. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's receipt of such Title Policy.

5. Due Diligence Investigation.

(a) Investigation of the Property. Upon mutual execution of this Agreement, Seller shall provide or make available to Buyer for inspection and copying to the extent available or within Seller's possession or control all documents and information pertaining to the Property, including, but not limited to, all soils reports and environmental studies, any existing surveys, architectural drawings or renderings, plans and specifications with respect to the Property. Buyer and its employees and agents shall have the right and permission from the date of this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all soil and other tests or studies under the provisions of this Agreement; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller by any actions taken by Buyer in connection with the Property. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's inspection and approval, in its sole and absolute discretion, of the physical condition of the Property ("Property Inspection"), including, without limitation, the conducting of soil tests (including borings), toxic and hazardous waste studies, surveys, engineering, historical use, traffic and access studies, structural studies and review of zoning, SEPA requests, fire, safety and other compliance matters. Buyer shall correct any damage to the Property caused by the Property Inspection and shall return the Property to its condition prior to the Property Inspection. If the Property Inspection indicates, in Buyer's reasonable discretion, that the Property is not suitable for Buyer's intended purposes, the provisions of Section 5(c) hereof shall apply.

(b) Due Diligence Period. As used herein, the term "Due Diligence Period" means the period ending on the date that is twenty (20) days from execution of this Agreement by both parties. Buyer shall have the right to waive, upon delivering written notice to Seller, any remaining days in the Due Diligence Period. By sending such notice, Buyer shall be deemed to have also waived any further right to terminate under Section 5(c).

(c) Buyer's Right to Terminate. If the conditions set forth in Section 5(a) are not satisfied in Buyer's reasonable discretion, Buyer shall have the right to terminate its rights and obligations with respect to the Property under this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a "Termination Notice"), in which case the Deposit shall be returned to Buyer, and Buyer and Seller shall have no further obligations hereunder.

(d) Disclosure Statement. Within three (3) Business Days after the Effective Date, Seller shall deliver to Buyer the Seller's Disclosure Form required by RCW 64.06 ("Form 17").

6. Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions which must be satisfied by Seller as of Closing unless waived by Buyer at Closing:

(a) All representations and warranties of Seller contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(b) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(c) At Closing, Seller shall deliver title to the Property in the condition required by Section 4 of this Agreement; and

(d) At Closing, the physical condition of the Property shall be the same as on the date hereof, subject to ordinary wear and tear.

If the conditions set forth in this Section 6 are not satisfied as of Closing and Buyer does not waive same, then notwithstanding anything contained herein to the contrary, Buyer is entitled to return of the Deposit; and neither Buyer nor Seller shall have any other liability to the other with respect to the Property under this Agreement except that the provisions of Section 15 shall nonetheless be operative if Seller defaults under this Agreement.

7. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

(a) Parties in Possession. There are no parties or trespassers in possession or which have a right to possession of all or any portion of the Property, and there are no leases or licenses affecting the Property. No person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein;

(b) Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code;

(c) Sole Legal Owner. Seller is the sole legal owner of the Property, and is not holding title as a nominee for any other person or entity;

(d) Compliance with Law. To the best of Seller's knowledge, Seller has complied with all applicable zoning, use, environmental, flood control, planning, building, fire, health, traffic, disabled persons or other laws, ordinances, regulations, statutes and rules relating to the Property, and every part thereof. Seller has not received nor is aware of any notification from any governmental authority requiring any work to be done on the Property or advising of any condition (including, without limitation, hazardous substances or wastes) which would render the Property unusable or affect the usability of the Property or any part thereof for the purposes of Buyer;

(e) Litigation. To the best of Seller's knowledge, there is no litigation or threatened litigation which could now or in the future in any way constitute a lien, claim, or obligation of any kind on the Property, affect the use, ownership or operation of the Property or otherwise adversely affect the

Property. For purposes of this clause, litigation includes lawsuits, actions, administrative proceedings, governmental investigations and all other proceedings before any tribunal having jurisdiction over the Property;

(f) Lead-Based Paint. To the best of Seller's knowledge, no lead-based paint and/or lead-based paint hazards exist in the structures on the Property. See attached Exhibit B, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards; and

(g) Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Seller, after the Closing Date, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date.

As used in this Section 7, "Seller's Knowledge" means that of William Fritz and no other persons. Seller represents and warrants that this is the person most likely to have information about the subject matter of the representations and warranties contained in this section.

Seller shall protect, indemnify, hold harmless and defend Buyer from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) arising out of or attributable to a breach of the representation, warranty, covenant or agreement contained in this Section 7.

8. Covenants of Seller. Seller covenants and agrees as follows:

(a) From the date of this Agreement to the Closing Date, Seller will not grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Land or the Property or any part thereof without Buyer's written consent first having been obtained;

(b) From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Land or the Property or any part thereof promptly upon learning of the occurrence of such event; and

(c) Seller shall not enter into any leases, trust deeds, mortgages, restrictions, encumbrances, liens, licenses or other instruments or agreements affecting the Land or the Property without the prior written consent of Buyer from and after the date of this Agreement.

In the event of a default by Seller in the performance of its obligations under this Section 8, Buyer (without any obligation to do so) may, upon five (5) days prior written notice to Seller and Seller's failure to cure said default prior to the expiration of said five (5) day period, cure such default and may offset the cost of doing so against the Purchase Price payable at Closing.

9. Closing.

(a) Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 3 of this Agreement.

(b) Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) Bargain and Sale Deed. A statutory warranty deed ("Deed") in recordable form and otherwise in form and substance reasonably acceptable to Buyer containing the legal description of the Land in such form as will convey to Buyer a good, marketable and indefeasible title to the Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions;

(ii) Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, and indemnification agreements as shall be reasonably required by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions;

(iii) Waiver of Prescriptive Claims. An instrument in recordable form and otherwise in form and substance reasonably acceptable to Buyer pursuant to which Seller releases and waives all future prescriptive use, occupancy or title claims against Buyer with respect to the Property;

(iv) Excise Tax Affidavit. An excise tax affidavit for filing with the Pierce County Auditor at the time of recording Deed;

(v) FIRPTA Affidavit. The affidavit of non-foreign status described in Section 7(b) of this Agreement, as required by federal tax law; and

(vi) Final Title Binder. The Final Title Binder referred to in Section 4(b) of this Agreement.

(c) Delivery by Buyer. Buyer shall deliver the Purchase Price and the tax affidavit referred to in (b)(iv) above.

(d) Payment of Costs. At Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, their own respective attorneys' fees. Notwithstanding the foregoing:

(i) Seller shall pay any applicable real estate excise transfer taxes incident to the conveyance of title to the Property to Buyer;

(ii) Buyer shall pay the fee to record the Deed; and

(iii) Seller and Buyer shall each pay one-half (1/2) of the escrow fee, if any, and Seller shall pay the real estate excise tax, if any.

(iv) Seller shall pay the costs of a current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence or a current ALTA standard for Owner's Policy, whichever is requested by Buyer pursuant to Section 4(a). Buyer shall pay the additional premium for any endorsements requested by Buyer and for any increase in the policy amount requested by Buyer.

(e) Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through Seller on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens and financing statements.

10. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") by a governmental entity other than Seller respecting the Property or any portion thereof, on or after the date of this Agreement and prior to Closing, Buyer may elect, by written notice to Seller at any time prior to Closing, to terminate its rights and obligations with respect to the Property under this Agreement. If Buyer makes such election, neither Buyer nor Seller shall have any further liability with respect to the Property under this Agreement. If Buyer fails to make such election prior to Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

11. Casualty. If any fire, erosion, landslide, flood or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property.

12. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer: Todd C. Hurlow
 Brian D. Hurlow
 203 Frederick Street
 Steilacoom WA 98388
 Fax No.: 253 478-3166

To Seller: Steilacoom Historical School District No. 1
 510 Chambers Street
 Steilacoom, WA 98388
 Attention: William Fritz, Superintendent
 Fax No.: 253-584-7198

With copy to:
K&L Gates LLP
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158
Attention: Denise L. Stiffarm
Fax No.: (206) 370-6182

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

13. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the parties contained in this Agreement, or in any instrument or other writing provided for herein, shall survive the Closing.

14. Finders' or Brokers' Fees. Seller shall be responsible for payment of a real estate fee equal to 2.50% of the Purchase Price to Seller's broker and a real estate fee equal to 2.50% of the Purchase Price to Buyer's broker, each as specifically identified by name in this Section 14. Seller represents and warrants that Carole R. Tinsley of Chambers Bay Realty solely represents the Seller. Buyer represents and warrants that Eric Herbel of RE/MAX Professionals solely represents the Buyer. Seller and Buyer each further represent and warrant to one another that, other than the aforementioned named individuals and company, no broker or other person is entitled to any commission, charge or finder's fee in connection with the transactions contemplated by this Agreement. The parties hereto each agree to indemnify, defend and hold harmless the other party against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees, that the other party shall incur or suffer by reason of a breach by the first party of the representations and warranties set forth above.

15. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, to pursue any remedies permitted by law against Seller. the event of a breach or default by Buyer without any default by Seller or failure of any condition to Buyer's obligations hereunder, Seller's sole and exclusive remedy shall be the retention of the Deposit held by Escrow Agent, together with all interest earned thereon, and all amounts previously paid to it hereunder, as liquidated damages and not as a forfeiture or penalty. The parties acknowledge that in the event of such default by Buyer, Seller will have incurred substantial but unascertainable damages and that therefore the provision herein for liquidated damages is a valid one.

16. Miscellaneous.

(a) Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

(b) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

(c) Modification or Amendment. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

(d) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(e) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

(f) Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

(g) Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

(h) Counterparts. This Agreement may be signed in counterparts and all of such counterparts when properly executed by the appropriate parties thereto together shall serve as a fully executed document, binding upon the parties.

(i) Authority to Execute. The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

Dated as of the date first written above.

BUYER:

TODD C. HURLOW

Todd C. Hurlow For Todd C. Hurlow

BRIAN D. HURLOW

Brian D. Hurlow

SELLER:

STEILACOOM HISTORICAL SCHOOL
DISTRICT NO. 1

By William Fritz 8/28/12
William Fritz, Superintendent

EXHIBIT A

Legal Description of the Property

Section 06, Township 19, Range 02, Quarter 12, BALCHS: BALCHS L 4 B21.

Located in Steilacoom, Pierce County, Washington and having a tax parcel identification number of 2305000640.

EXHIBIT B

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS
Addendum to Purchase & Sale or Lease Agreement

Aug 26 2012

The following is part of the Purchase and Sale/Lease Agreement dated June 27, 2012,
between Todd C. Hurlow and Brian D. Hurlow ("Buyer" and/or "Lessee")
and Stellacoom Historical School District #1 ("Seller" and/or "Lessor")
concerning 1314 Nisqually, Stellacoom, WA 98388 (the "Property").

Purchase & Sale Agreement Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Lease Agreement Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Cancellation Rights

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement.

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant.

Seller's/Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller/Lessor (check one below):
☐ Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate.

Seller/Lessor _____ Date 8/28/12 Seller/Lessor _____ Date _____

Initials: BUYER/LESSEE: TDH Date: 8/27/12 SELLER/LESSOR: BH Date: 8/28/12
BUYER/LESSEE: BH Date: 8/27/12 SELLER/LESSOR: _____ Date: _____

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

(c) Buyer/Lessee has received copies of all information listed above.

(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

(e) Buyer has (check one below only if Purchase and Sale Agreement):

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions:

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information).

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report.

The Seller may, at the Seller's option, within days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied.

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earliest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions.

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s).

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate.

[Signature] 6/27/12 [Signature] 6/27/12
Buyer/Lessee Date Buyer/Lessee Date

Brokers' Acknowledgment

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance.

[Signature] 6/27/12 [Signature] 8/27/12
Selling Broker Date Listing Broker Date

Initials: BUYER/LESSEE: [Signature] Date: 6/27/12 SELLER/LESSOR: [Signature] Date: 8/27/12

BUYER/LESSEE: [Signature] Date: 6/27/12 SELLER/LESSOR: [Signature] Date: 8/27/12

HURLOW DEVELOPMENT LLC
12832 AVENUE DUBOIS SW
LAKEWOOD, WA 98498-6238

WCMA Working Capital
Management Account

1075
87-176/849

DATE 8.25.12

PAY TO THE ORDER OF FIRST AMERICAN TIRE COMPANY

\$5,000.00

Five Thousand dollars & 00/100

DOLLARS



MS
Wendell Lynch

Bank of America

MEMO

Ben Hurlow

⑆084301767⑆ 041115270762⑆ 1075

Steilacoom Historical School District Board of Directors

REGULAR BOARD MEETING

Date: September 12, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: x **ACTION** 2nd reading Policy 6220, Bid Requirements
 INFORMATION

BACKGROUND INFORMATION:

No changes from first reading.
Dollar limits for quotes and bids will continue to be in accordance with law and documented in the procedure.

FISCAL IMPLICATIONS:

None.

RECOMMENDED DECISION:

It is the recommendation of the Superintendent to adopt policy 6220 as written.

Report prepared by:

Superintendent Bill Fritz & Executive Director of Finance & Operations, LeeRae Ball

Bid Requirements

The board of directors of the Steilacoom Historical School District #1 recognizes the importance of maximizing the use of district resources, the need for sound business practices in spending public money, the requirement of complying with state laws governing purchasing, the importance of standardized purchasing regulations, and the need for clear documentation in meeting auditing requirements.

Whenever the estimated cost of furniture, supplies, equipment or work meets or exceeds the amount specified by law for formal bids, formal bids will be called for by issuing public notice in at least one (1) newspaper of general circulation once each week for two (2) consecutive weeks. Clear and definite specifications will be prepared and made available to vendors interested in submitting a bid.

When the estimated cost of furniture, supplies, equipment or work meets or exceeds the amount specified by law for informal bids, informal bids will be solicited from responsible vendors or, if a works project, licensed contractors who appear on the district's small works roster.

Bid procedures will be waived when the board declares an emergency for purchases involving special facilities or market conditions, for purchases of insurance or bonds or when purchases are clearly limited to a single source of supply. Any time bid requirements are waived pursuant to this provision, a document explaining the factual basis for the exception and the contract will be recorded and open for public inspection.

The board may by resolution reject any and all bids and make further calls for bids in the same manner as the original call. The board reserves the right to purchase through an inter-local cooperative agreement with another governmental agency provided such agency has complied with the bidding requirements that are applicable to school districts.

The board will include in each contract a proviso requiring the contractor to prohibit any of its employees who has ever been convicted of or pled guilty to any of the child related felonies from working where he/she would have contact with public school children. The contract will also provide that failure to comply with this requirement is grounds for immediate termination of the contract.

When federal funds are used for procurement of supplies, other property, or professional services, the following steps will be followed:

1. **An order for supplies or other property that totals \$75,000.00 or more must be publicly solicited using sealed bids. Orders for less than \$75,000.00 may be procured using price or rate quotations from three or more qualified sources;**
2. **A professional services contract that totals \$100,000.00 or more must be publicly solicited using sealed bids. Services contracts for less than \$100,000.00 may be procured using price or rate quotations from three or more qualified sources;**
3. **Procurement by noncompetitive proposals may only be used when it is infeasible to use informal quotes or sealed bids and one of the following circumstances applies:**
 - a. **The item is only available from a single source;**
 - b. **The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;**
 - c. **The awarding agency (e.g. OSPI) authorizes noncompetitive proposals; or**
 - d. **After solicitation of a number of sources, competition is determined inadequate;**
4. **For any procurement transaction over \$25,000.00 the vendor or contractor must not be suspended or debarred from participating in federal assistance programs; and**

5. For any subcontract award in any amount, the grantee must not be suspended or debarred.

The superintendent will establish bidding and contract awarding procedures for all purchases of furniture, equipment, supplies (except books) or public works projects consistent with state **and federal** law.

Legal References:	RCW 28A.335.190	Advertising for bids — Competitive bid procedures — Purchases from inmate work programs — Telephone or written quotation solicitation, limitations — Emergencies
	28A.400.330	Crimes Against Children — Contractor Employees — Termination of Contract
	39.04.155	Small works roster contract procedures — Limited public works process Definition
	39.04.280	Competitive Bidding Requirements — Exemptions
	39.30.060	Bids on public works — Identification, substitution of contractors
	43.19.1911	Competitive Bids — Notice Of Modification Or Cancellation — Cancellation Requirements — Lowest Responsible Bidder — Preferential Purchase — Life Cycle Costing
	<u>34 CFR § 80.36</u>	<u>Procurement</u>
	<u>34 CFR § 85</u>	<u>Debarment and Suspension</u>

Management Resources:

<u>Policy News, April 2012</u>	<u>Bid requirements policy revised to address audit concerns</u>
<i>Policy News</i> , February 2011	Bid requirements
<i>Policy News</i> , October 2005	Competitive bid process changes
<i>Policy News</i> , June 2001	Legislation further simplifies bid compliance

Adoption Date:
Steilacoom Historical School District
Revised: 10.00; 06.01; 10.05; 12.09; 02.11; **08.12**

Steilacoom Historical School District Board of Directors

REGULAR BOARD MEETING

Date: September 12, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: X **ACTION**
 INFORMATION

First Reading – Policy 5403-Emergency and Discretionary Leave

BACKGROUND INFORMATION:

Revision of **Policy 5403 – Emergency and Discretionary Leave** updates current policy in accordance with WSSDA model policy and state law. The revision includes the removal of language around birth or adoption of a child and adds language for “leaves of absence”.

RECOMMENDED DECISION:

It is the recommendation of the Superintendent to move Policy 5403 to second reading.

Report prepared by: Kathi Weight, Executive Director for Student Achievement/Human Resources

EMERGENCY AND DISCRETIONARY LEAVE

Emergency leave may be granted for no more than 2 days per year and may be taken in the case of emergencies as defined in the following:

An emergency arises out of unforeseen and unexpected circumstances which create an air of crisis or extreme need. The circumstances must present a grave and clear danger that imminently threatens physical or mental health or would result in irremediable harm or in immediate disaster to life or property unless some action is taken.

A written application for emergency leave must be returned to the district office on the day of return to school.

Family Emergency Leaves

The board recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school district employees. Conditions for the authorized use of accumulated leave for family leaves are to be fairly construed in a manner consistent with this policy, and other relevant district policies.

Unless otherwise stated, any leave used under terms of this policy shall be deducted from the staff member's accumulated sick leave. In the event the staff member's sick leave has been exhausted, the leave shall be granted without pay.

Unless a situation is governed by an applicable collective bargaining agreement, the following shall apply:

A. Domestic Violence

The district shall allow victims of domestic violence, sexual assault, or stalking and family members of victims to take reasonable leave from work, intermittent leave or leave on a reduced leave schedule. The leave may be sick leave, other accrued leave or leave without pay. Family member includes a child, spouse, parent, parent-in-law, grandparent or an individual with whom the victim has a dating relationship. The employee shall provide advance notice of their intent to take leave. If advance notice is not possible, due to an emergency, notice should be provided no later than the end of the first day that the employee takes the leave.

B. Family Illness

District staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a child of the employee with a health condition that requires treatment or supervision. Staff members may use accrued sick leave or other accrued leave, at the employee's choice, to care for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. The district may require a signed statement from a licensed medical practitioner to verify the need for treatment, care or supervision for any absence that exceeds five (5) consecutive days.

C. Bereavement

The district shall allow each full-time staff member a maximum of 3 days leave upon the death of an employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, or father-in-law. Leave also shall be allowed upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter or grandson. The deaths of more than one family member resulting from a common occurrence shall be treated as a single death with respect to the length of leave granted.

Deleted: __

Deleted: __

Deleted: If additional leave is needed, the employee may request additional leave through other leave policies and/or contract language.

Policy No. 5403
Personnel

An extended unpaid leave of absence for a period up to the beginning of the next school term or school year may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with any recommendation of professionals such as medical practitioners or counselors regarding the leave request.

Nothing in this section shall preclude the use of accumulated sick leave to care for a child with a health condition that requires treatment or supervision, as provided in the *Family Illness* section of this policy.

Leaves of Absence

The district may grant leaves of absence for specific periods of time for up to one school year upon application by a staff member, the recommendation of the superintendent and the approval of the board. Such leaves will be without pay or fringe benefits and, with the approval of the board, and may be extended for one additional school year. During the leave the staff member may pay the district's share of any insurance benefits program in order to maintain those benefits. The needs of students and the district program warrant primary consideration. Leaves of absence will be granted only when they will not have an undesirable impact upon the educational program or business operations.

A staff member will be entitled to return to a position in the district at the end of the leave of absence subject to the availability of a position for which the staff member is qualified. The staff member granted a leave of absence will inform the board by April 1 as to his/her intentions to assume a position in the district for the ensuing school year. If said notification is not received, the individual's employment rights with the district will be terminated.

Staff on leave of absence will not earn any salary schedule experience credit or any sick leave credit or benefits during the leave of absence.

Deleted: ¶

Birth or Adoption of a Child ¶

The district shall grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee's child. Leave shall be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child under the age of six, as is available to employees who become biological parents. Such leave is available only when the child lives in the employee's household at the time of birth or initial placement. ¶

Employee requests for leave of absence due to birth or initial placement for adoption of a child shall be submitted in writing to the superintendent not less than 30 days prior to the beginning date of the leave. The notice shall include the approximate beginning and ending dates for the leave requested. ¶

Cross References:	Board Policy 5021	Applicability of Personnel Policies
Legal References:	RCW 49.12.270	Sick leave, time off — Care of family members
	RCW 28A.400.300	Hiring and discharging employees — Written leave policies — Seniority and leave benefits of employees transferring between school districts
	RCW 49.76	Domestic Violence Leave

Management Resources:

<u>Policy News, October 2011</u>	<u>Policy Manual Revisions</u>
<u>Policy News, April 2009</u>	<u>Domestic Violence Leave</u>

Policy No. 5403
Personnel

Adoption Date: 2.27.08
School District Name: Steilacoom Historical School District
Revised: 3.10.10; 7.12

Steilacoom Historical School District Board of Directors

REGULAR BOARD MEETING

Date: September 12, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: ☒ **ACTION** First Reading – Policy 5404-Family, Maternity and Military Caregiver Leave
☐ **INFORMATION**

BACKGROUND INFORMATION:

Revision of **Policy 5404 – Family, Maternity and Military Caregiver Leave** updates current policy in accordance with WSSDA model policy and state law. The revision includes significant changes in Family Medical Leave Act (FMLA).

RECOMMENDED DECISION:

It is the recommendation of the Superintendent to move Policy 5404 to a second reading

Report prepared by: Kathi Weight, Executive Director for Student Achievement/Human Resources

Deleted: FAMILY AND/OR MEDICAL
LEAVE¶
FAMILY AND MEDICAL LEAVE ACT
AND/OR ¶
WASHINGTON FAMILY LEAVE ACT¶

Family, Maternity and Military Caregiver Leave

Every employee of the district who has worked for the district at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) workweeks of family leave during any twelve (12) month period to:

- A. Care for a newborn child, an adopted child of the employee who is under the age of eighteen at the time of placement for adoption, or a newly placed foster child;
- B. Care for a spouse, parent or child of the employee who has a serious health condition, or the employee may obtain leave for a personal health condition if it renders the employee unable to perform his or her job; or
- C. Respond to a qualifying emergency occurring because the employee's spouse, son or daughter, or parent is on active duty or has been notified of pending active duty in support of a contingency operation.

Leave taken for newborn or adopted childcare will be completed within one year after the date of birth or placement for adoption. Family leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave when it would constitute 20 percent of the number of working days in the period during which the leave would extend without the approval of the superintendent. An instructional employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available.

A period of family leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth.

The district will grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee's child. Leave will be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child under the age of six, as is available to employees who become biological parents. Such leave is available only when the child lives in the employee's household at the time of birth or initial placement.

Employee requests for leave of absence due to birth or initial placement for adoption of a child will be submitted in writing to the superintendent not less than 30 days prior to the beginning date of the leave. The notice will include the approximate beginning and ending dates for the leave requested.

If both parents of a newborn or newly adopted child are employed by the school district, they will be entitled to a total of twelve workweeks of family leave during any twelve month period, and leave will be granted to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a serious health condition.

The superintendent may require written verification from the employee's health care provider.

The district may obtain the opinion of a second health care provider, at district expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for family leave, the two health care providers will select a third provider, whose opinion, obtained at the employer's expense, will be conclusive.

Maternity Leave

A staff member may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy or childbirth. This period will extend from the date of birth for a period of not more than 60 days, unless an actual period of disability which begins prior to the date of birth or continues beyond 60 days is otherwise verified in writing by the employee's physician.

If the employee's accumulated sick leave is exhausted during the period of maternity, the district will grant a leave of absence without pay or fringe benefits, upon the staff member's request, for the remainder of the period of actual disability due to pregnancy or childbirth.

During any unpaid portion of such leave of absence, the staff member may pay the premiums for any district insurance plans to keep coverage in effect for the employee and her family.

A. Notice Required

A pregnant staff member is requested to notify her immediate supervisor and the superintendent by the beginning of the fifth month of pregnancy.

At the time of such notice the staff member will submit a written request to her immediate supervisor and the superintendent for one or more of the following:

1. Maternity leave for the period of her actual disability due to pregnancy or childbirth;
2. Family leave for a period of up to 12 weeks, in addition to any period of maternity disability leave, the district will extend the employee's health benefit during this period of unpaid leave;
3. Leave of absence for a period of up to the beginning of the next school term or school year. Such extended leave of absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the desires of the staff member, together with the recommendation of her personal physician or licensed practitioner; or
4. Termination of employment by resignation.

The notice to the district will include the approximate beginning and ending dates for the leave.

B. Employment Conditions

A pregnant staff member may continue working as long as she is capable of performing her normal duties, with the written approval of her physician or licensed practitioner.

The staff member may return to work when physically able to perform her duties. If the employee intends to return to work within 60 days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

No later than 30 days after the date of birth, the staff member is requested to notify the superintendent of the specific date when she will return to work. Unless the superintendent approves an earlier date of return, the employee will give at least 14 days advance notice of the actual date of return.

The staff member will return to her duties following an extended leave of absence on the date approved by the superintendent. If the employee is still experiencing a disability due to pregnancy, miscarriage, abortion, childbirth or recovery which prevents the employee from performing her duties on the scheduled date of return, an additional period of unpaid leave of

absence may be approved at the discretion of the superintendent based upon consideration of educational program needs and the recommendation of the employee's personal physician or licensed practitioner.

C. Assignment upon Return

An employee who has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth or up to twelve weeks of family leave will return to the same assignment, or a similar position for which she is qualified with at least the same pay and benefits, as she held prior to the maternity leave or family leave.

Upon return from an extended maternity leave, a staff member will be entitled to a position in the district subject to the availability of a position for which she is qualified. An effort will be made to place the staff member in her original position or in a comparable position.

Military Caregiver Leave

An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty six (26) weeks of unpaid leave in a 12 month period to care for the service member.

Return to Work

Any employee returning from an authorized family leave will be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

Reinstatement of an employee returning from family leave need not occur if: a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, b) an employee on family leave takes a position with another employer outside the home, or c) the employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave. If an employee fails to return from family leave, the district may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

- A. The employee began leave five or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three weeks of the end of the semester.
- B. The employee began family leave (except for a personal health condition) less than five weeks before the end of the semester, the leave is for more than two weeks, and the employee would otherwise return to work within two weeks of the end of the semester.
- C. The employee began family leave (except for a personal health condition) three or fewer weeks before the end of the semester and the period of leave is more than five working days.

Cross Reference: Board Policy 5021 Applicability of Personnel Policies

Legal References: RCW 28A.400.300 Hiring and discharging of employees — Written leave policies — Seniority and leave benefits of employees transferring between school districts and other educational employers

Deleted: The Steilacoom Historical School District No. 1 ("District") provides family and medical leave for eligible employees pursuant to the federal Family and Medical Leave Act of 1993 ("FMLA") and the Washington Family Leave Act ("WFLA"). The WFLA generally provides the same unpaid leave benefits (but not continuation of health care) as the FMLA, and has the same eligibility requirements. If an employee takes FMLA leave, that leave generally also qualifies as WFLA leave (i.e. the periods of FMLA leave and WFLA leave run concurrently, except in certain circumstances with leave due to a pregnancy-related disability or leave to care for a Washington State-registered domestic partner). ¶

<#>Eligible Employees¶

To be eligible for FMLA and/or WFLA leave, an employee must have worked for the District for at least 12 months, and at least 1,250 hours in the 12 month period before the start date of leave. Time that is paid but not worked is not counted toward the 1,250 hours, except in limited circumstances as required by law. ¶

<#>Leave Entitlement¶

An eligible employee may be entitled to take leave under the FMLA and/or WFLA for the following reasons:¶

¶
<#>To care for the employee's newborn or newly-adopted son or daughter or newly-placed foster son or daughter;¶

<#>To care for a spouse, Washington State-registered domestic partner, parent, son or daughter who has a serious health condition;¶

<#>Because of the employee's own serious health condition; "serious health condition" generally means an illness, injury, impairment, or condition that involves: inpatient care in a hospital, hospice, or residential medical care facility; a period of incapacity of more than three consecutive days; a period of incapacity due to pregnancy or prenatal care; is chronic; that requires multiple treatments by or under the direction of a health care provider; or a period of incapacity that is permanent or long-term because treatment may not be effective; ¶

¶
<#>Because of a qualifying exigency occurring when the employee's spouse, son, daughter or parent is a covered member of the Armed Forces and is on covered active duty or has been called to covered active duty; or¶

<#>To care for a spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces or is a covered veteran and who is undergoing medical treatment, recuperation, or therapy, is on outpatient status, or is on the temporary disability retired list due to a serious injury or illness incurred in the line of duty that may render the person unfit to perform the duties of the member's office, grade, rank, or rating. ¶

¶
For the purposes of this policy, "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (e.g., in the place of a parent), who is either under age 18 or age 18 and older and incapable of self-care because of a mental or physical disability.¶

... [1]

Policy No. 5404
Personnel

<u>Chapter 49.78 RCW</u>	<u>Family Leave</u>
<u>WAC 162-30-020</u>	<u>Pregnancy, childbirth, and pregnancy related conditions</u>
<u>29 USC Sec 2601</u>	<u>Family and Medical Leave Act of 1993</u>

Management Resources:

<u>Policy News, October 2011</u>	<u>Policy Manual Revisions</u>
<u>Policy News, April 2009</u>	<u>Military Leave</u>

Deleted: Legal References¶

29 USC 2601 et seq. . Family and Medical Leave Act¶
29 CFR 825 . Family and Medical and Leave Act regulations¶
29 CFR 825.600 . Special rules for school employees, definitions¶
RCW 49.78 . Family Leave Act¶
WAC 162-30-020 . Protection from Discrimination - Pregnancy, childbirth, and pregnancy related conditions¶
RCW 49.12.265-.295 . Family Care Act¶
WAC 296-130 . Family Care Act¶

Adoption Date: 8.12.10

School District Name: Steilacoom Historical School District #1

Revised: 7.12

The Steilacoom Historical School District No. 1 ("District") provides family and medical leave for eligible employees pursuant to the federal Family and Medical Leave Act of 1993 ("FMLA") and the Washington Family Leave Act ("WFLA"). The WFLA generally provides the same unpaid leave benefits (but not continuation of health care) as the FMLA, and has the same eligibility requirements. If an employee takes FMLA leave, that leave generally also qualifies as WFLA leave (i.e. the periods of FMLA leave and WFLA leave run concurrently, except in certain circumstances with leave due to a pregnancy-related disability or leave to care for a Washington State-registered domestic partner).

Eligible Employees

To be eligible for FMLA and/or WFLA leave, an employee must have worked for the District for at least 12 months, and at least 1,250 hours in the 12 month period before the start date of leave. Time that is paid but not worked is not counted toward the 1,250 hours, except in limited circumstances as required by law.

Leave Entitlement

An eligible employee may be entitled to take leave under the FMLA and/or WFLA for the following reasons:

To care for the employee's newborn or newly-adopted son or daughter or newly-placed foster son or daughter;

To care for a spouse, Washington State-registered domestic partner, parent, son or daughter who has a serious health condition;

Because of the employee's own serious health condition; "serious health condition" generally means an illness, injury, impairment, or condition that involves: inpatient care in a hospital, hospice, or residential medical care facility; a period of incapacity of more than three consecutive days; a period of incapacity due to pregnancy or prenatal care; is chronic; that requires multiple treatments by or under the direction of a health care provider; or a period of incapacity that is permanent or long-term because treatment may not be effective;

Because of a qualifying exigency occurring when the employee's spouse, son, daughter or parent is a covered member of the Armed Forces and is on covered active duty or has been called to covered active duty; or

To care for a spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces or is a covered veteran and who is undergoing medical treatment, recuperation, or therapy, is on outpatient status, or is on the temporary disability retired list due to a serious injury or illness incurred in the line of duty that may render the person unfit to

parent), who is either under age 18 or age 18 and older and incapable of self-care because of a mental or physical disability.

In addition to the FMLA and/or WFLA Leave described above, a female employee may also be entitled to Pregnancy Disability Leave (described in more detail below) for the actual period of sickness or temporary disability because of pregnancy or childbirth.

Requesting Leave

An employee seeking FMLA and/or WFLA Leave must, if it is feasible, provide notice of his or her intent to take leave at least 30 days before the leave is to begin. If such notice is not feasible, the employee must provide notice as soon as possible. The notice should state the date the leave is expected to begin and the date the employee expects to return to work.

Once an employee requests or gives notice of the need for a leave, the District will provide the employee with a response to the written request, and if the leave is granted, information regarding the specific conditions and requirements of the employee's leave will be provided.

Medical Certification

An employee may be required to provide medical certification supporting the need for leave. Once certification is requested, the employee will have 15 calendar days to provide it, unless it is not practicable to do so despite the employee's diligent, good faith effort. An employee may be required to obtain second and third medical opinions at the District's expense.

An employee on leave due to his or her own serious health condition or the serious health condition of a spouse, Washington State-registered domestic partner, son, daughter, or parent may be required to provide periodic recertification that the leave continues to be necessary.

Length of Leave

Eligible employees may be entitled to up to 12 workweeks of FMLA and/or WFLA leave per year for one or more of the reasons listed above. "Leave year" is defined as a 12-month period measured backward from the date of any FMLA/WFLA leave usage. In certain military-related circumstances, eligible employees may be entitled to up to 26 work weeks of FMLA Leave in a single 12-month period beginning on the first day the employee takes leave to care for the injured or ill servicemember or veteran. Additionally, employees may also be eligible for additional military related leave under applicable state law.

Leave to care for a newborn, newly-adopted son or daughter, or newly-placed foster son or daughter must be taken within 12 months of the birth, adoption, or placement.

If both spouses or Washington State-registered domestic partners are employed by the District, they are generally limited to a combined total of 12 workweeks of leave during any particular leave year to care for a newborn, for the placement of a son or daughter with the employee, for adoption, or foster care, or to care for a son or daughter after placement, or to

Special Rules for Instructional Employees

Under the FMLA, special rules may apply to instructional employees who take intermittent leave or leave on a reduced leave schedule, or who take leave near the end of the academic term. "Instructional employees" are employees whose principal function is to teach and instruct students in class, a small group, or an individual group.

Intermittent Leave

When an instructional employee takes intermittent leave for the employee's own serious health condition that is foreseeable based on planned medical treatment, or to care for a family member with a serious health condition or a covered servicemember or veteran, and the employee would be on leave for more than 20 percent of the total number of working days over the period of leave, the District may require the employee to choose either to:

- Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

- Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

If an instructional employee fails to give the required notice of foreseeable leave to be taken intermittently or on a reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternate position. The District may also require the employee to delay taking leave until the employee satisfies the notice requirement.

Leave near the end of the academic term

If an instructional employee begins leave **more than five weeks before the end of an academic term**, the District may require the employee to continue taking leave until the end of the academic term if:

- The leave will last at least three weeks, and

- The employee would return to work during the three-week period before the end of the academic term.

If an instructional employee begins leave **during the five weeks before the end of an academic term** because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition, or to care for a covered servicemember or veteran, the District may require the employee to continue taking leave until the end of the academic term if:

If an instructional employee begins leave **during the three weeks before the end of an academic term** because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember or veteran, the District may require the employee to continue taking leave until the end of academic term if the leave will last more than five working days.

“Academic term” means the school semester.

Required Use of Sick, Vacation, and/or Other Leave

Employees are required to use their available sick, vacation, and other paid leave during their FMLA and/or WFLA absence. Once employees exhaust their available sick, vacation, and other paid time off, FMLA and/or WFLA leave is unpaid.

Benefits During Leave

Benefits such as vacation and sick leave do not accrue during unpaid FMLA and/or WFLA leave. By taking FMLA and/or WFLA leave, employees will not forfeit any benefits accrued before the start of the leave.

The District will maintain group health insurance coverage for employees on FMLA qualifying leave only whenever such insurance was provided before the leave was taken, and on the same terms as if the employee had continued to work. The employee must continue to pay his/her share of the premiums. Failure of the employee to pay his/her share of the health insurance premiums may result in loss of coverage.

If the employee does not return to work after the expiration of FMLA leave, the employee may be required to reimburse the District for the payment of health insurance premiums during the family/medical leave unless the employee does not return to work due to: (1) the continuation, recurrence or onset of the employee’s or a family member’s serious health condition; (2) the serious injury or illness of a covered servicemember or covered veteran; or (3) other circumstances beyond the employee’s control (*e.g.*, the employee chooses to stay home with a newborn with a serious health condition; the employee’s spouse is unexpectedly transferred to a job location more than 75 miles from the employee’s worksite, etc.).

Job Restoration

Most employees returning from family/medical leave will be restored to the job they held before the leave, or to an equivalent job with equivalent benefits and other terms and conditions of employment. However, under some circumstances, this may not occur—for instance, if the employee would have lost employment even if he or she had been continuously working instead of being on a leave of absence, such as if a position is eliminated. Employees certain “leave” employees may lose their job restoration rights under

An employee returning from leave will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not received timely (on or before the employee's return to work date), the employee's return to work may be delayed until certification is provided.

If an employee fails to report for work within three days after the date on which he/she was to have returned to work, that employee will be presumed to have voluntarily resigned his/her position with the District.

This policy shall be interpreted to meet the requirements of federal and state law and shall not be interpreted in a way that exceeds the requirements of applicable law.

Pregnancy Disability Leave

In accordance with state law requirements, Pregnancy Disability Leave is provided to female employees who need time off because they are sick or temporarily disabled because of pregnancy or childbirth. Employees will be given leave for the actual period of their sickness or temporary disability, which the District will assume is six weeks after childbirth. If more than six weeks of leave is required, the need for additional leave must be verified by an appropriate health care professional. Pregnancy Disability Leave is provided whether or not an employee is entitled to FMLA and/or WFLA Leave. Employees must use any accrued sick leave to which they may be entitled under the District's sick leave policy during the period of pregnancy-related disability. Except to the extent other forms of paid leave are available for use, pregnancy disability leave is unpaid. If the employee feels she needs additional leave, she should discuss any additional leave time requests with Human Resources. Employees who take pregnancy disability leave are entitled to return to the same or similar job at the same rate of pay, unless business necessity requires otherwise.

Washington Family Care Act

All employees may use any earned paid-leave (sick, vacation or other paid-time off, but excluding District disability plans) to care for sick family members. Family members include:

- A child of the employee with a health condition that requires supervision or treatment; and
- A spouse, Washington State-registered domestic partner, parent, parent-in-law, or grandparent with a serious or emergency condition;

For purposes of this policy, "child" means a biological, adopted, or foster child, a stepchild, legal ward, or child of a person standing *in loco parentis* who is either under age eighteen, or eighteen years of age or older and incapable of self-care because of a mental or physical disability.

“Parent-in-law” means a parent of the spouse of the employee.

“Spouse” means a husband, wife, as the case may be.

“Sick or other paid time off” means time allowed for illness, vacation, and floating personal days. It does not include any benefit that includes leave granted by short-term or long-term disability plans or policies.

“Health condition which requires supervision or treatment” means:

- any medical condition requiring treatment or medication that the child cannot self administer;
- any medical or mental health condition that would endanger the child’s safety or recovery without the presence of a parent or guardian; or
- any condition warranting treatment or preventative health care, such as physical, dental, optical, or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee’s preventative health care.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities).

“Emergency condition” means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one’s health demanding immediate action, and is typically very short term in nature.

This policy shall be interpreted to meet the requirements of law and shall not be interpreted in a way that exceeds the requirements of applicable law.

Steilacoom Historical School District Board of Directors

REGULAR BOARD MEETING

Date: September 12, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: ☒ ACTION
☐ INFORMATION

First Reading – Policy 5407-Military Leave

BACKGROUND INFORMATION:

Revision of **Policy 5407 – Military Leave** updates current policy in accordance with WSSDA model policy and state law. The revision includes specification of the 15 days allocated for “military leave – spouse” being unpaid leave.

RECOMMENDED DECISION:

It is the recommendation of the Superintendent to move Policy 5407 to a second reading.

Report prepared by: Kathi Weight, Executive Director for Student Achievement/Human Resources

MILITARY LEAVE

The district shall grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit or a member of the Washington National Guard for a period not to exceed twenty-one days during each year beginning October 1st and ending the following September 30th, provided such reservist has been called to, or volunteered for, active duty or active duty training. Such military leave of absence shall be in addition to any vacation or sick leave to which the staff member may be entitled and shall not result in any loss of rating, privileges or pay. During the period of military leave, the staff member shall receive his/her normal pay from the district.

Employees whose school district employment is interrupted by up to five years of service in a uniformed service are entitled to re-employment by the district following their discharge. The superintendent shall adopt procedures to implement these re-employment rights consistent with state and federal law.

Military Leave - Spouse

The district shall allow an employee who is the spouse of a military member of the U.S. Armed Forces, National Guard, or Reserves to take up to fifteen (15) days of unpaid leave during a period of military conflict when: (1) the military spouse is on leave from a deployment; or (2) prior to deployment once the military spouse receives official notification of an impending call or order to active duty. The employee must work an average of twenty hours or more each week for the district.

Deleted: leave

The employee is entitled to fifteen days of unpaid leave for each deployment. The employee must provide the district notice of intent to take leave within five business days of the call to active duty or notice of leave from deployment.

Cross References:	Board Policy 5404	Family Leave
Legal References:	RCW 38.40.060 RCW 49.77 RCW Ch.73.16 AGO 61-62 No. 081 38 USC 4301-4335	Military leaves for public employees Military Family Leave Act Employment and Re-employment Public Employees — State and Municipal employees — Military leave — Reserve meetings Uniformed Services Employment and Reemployment Rights Act
Management Resources:	<i>Policy News</i> , April 2009 <i>Policy News</i> , February 2009 <i>Policy News</i> , June 2001	Military Leave Military Leave State Updates Military Leave Rights

Adoption Date: 2.27.08

School District Name: Steilacoom Historical School District

Revised: 7.12

REGULAR BOARD MEETING

TO: Members, Steilacoom Historical School District Board of Directors

BACKGROUND INFORMATION:

In the future, if the Board determines that it is appropriate to sell the property, a public hearing must be held and the Board would also need to publicly approve a purchase and sale agreement.

Eventual sale of this parcel would enhance the District's Capital Projects Fund.

It is the recommendation of the Superintendent to Approve Resolution Number 786-9-12-12, as provided.

Bill Fritz, Superintendent

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1
RESOLUTION NO. 786-09-12-12

A RESOLUTION of the Board of Directors of the Steilacoom Historical School District No. 1, Pierce County, Washington, to surplus certain District property, located near the easterly terminus of B Street at 25xx B Street in Steilacoom, in Pierce County, Washington, consisting of 1.64 acres and described on Exhibit A attached hereto (the "Property"), and to authorize the District to proceed under Chapter 39.33 RCW regarding the disposition of the Property.

WHEREAS, the Board of Directors has the statutory responsibility to find property surplus or not, and the authority to dispose of property that is determined to be no longer required for school purposes; and

WHEREAS, the Board of Directors has determined that the Property is no longer required for school purposes; and

WHEREAS, the Town of Steilacoom has expressed interest in purchasing the Property from the District.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Steilacoom Historical School District No. 1, Pierce County, Washington, does hereby declare that the Property is no longer needed for school purposes and that the Property is "surplus."

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, having declared the Property as "surplus," the Board of Directors of the Steilacoom Historical School District No. 1, Pierce County, Washington, does hereby authorize the District to publish notices, hold a public hearing, and take such other actions as are required under Chapter 39.33 RCW regarding the disposition of the Property.

ADOPTED by the Board of Directors of the Steilacoom Historical School District No. 1, Pierce County, Washington, at its regular meeting on September 12, 2012.

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1

BY: _____
Chair

Vice-Chair

ATTEST

William Fritz, Secretary/Board Secretary

EXHIBIT A

LEGAL DESCRIPTION

Section 05 Township 19 Range 02 Quarter 23 PARCEL "C" OF DBLA 2009-03-09-5001 DESC AS BEG AT NE COR OF TR CYD TO TOWN OF STEILACOOM BY AFN 1871788 TH S 87 DEG 34 MIN 34 SEC E 3 FT TH N 02 DEG 26 MIN 32 SEC E 33 FT TH S 87 DEG 34 MIN 34 SEC E 15 FT TH S 02 DEG 26 MIN 32 SEC W 41.13 FT TH S 87 DEG 35 MIN 59 SEC E 213.70 FT TO W LI OF CHERRYDALE ADD TH S 02 DEG 17 MIN 15 SEC W 346.48 FT TH N 42 DEG 19 MIN 01 SEC W 67.94 FT TH N 88 DEG 32 MIN 22 SEC W 184.83 FT TH N 02 DEG 26 MIN 32 SEC E 96.60 FT TH CONT N 02 DEG 26 MIN 32 SEC E 212.78 FT TO POB OUT OF 2-026 SEG 2009-0617 JU 3/27/09JU

Located in Steilacoom, Pierce County, Washington and having a tax parcel identification number of 0219052047.