



MOSES LAKE SCHOOL DISTRICT

1620 S. PIONEER WAY | MOSES LAKE, WA 98837 | P: (509) 766-2650 | F: (509) 766-2678

STANDARD TORT CLAIM FORM

General Liability Claim Form

Engrossed Substitute House Bill 1553, effective July 26, 2009, requires citizens to present the Standard Tort Claim form for filing a tort claim against Moses Lake School District. Information requested on this form is required by RCW 4.96.020 and may be subject to public disclosure. Claim forms cannot be submitted electronically (via e-mail or fax). A separate Claim form must be filed for each Claimant.

PLEASE TYPE OR PRINT IN BLUE OR BLACK INK

Mail or deliver in person the original claim form to:

Moses Lake School District No. 161
Office of the Superintendent
1620 S Pioneer Way
Moses Lake, WA 98837

CLAIMANT INFORMATION

1. Claimant's Name (Last, First, Middle)

2. Date of Birth (mm/dd/yyyy)

07-01-1961

Meyer, Carole L.

3. Current Residential Address

[REDACTED]

99021

6. Claimant's daytime telephone number(s)

4. Mailing Address (if different)

[REDACTED]

7. Claimant's email address

[REDACTED]



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INCIDENT INFORMATION

8. *Date of the incident Time*

9. *If the incident occurred over a period of time, date of the first and last occurrences*

Ongoing, from between approximately until July 01, 2022, in Grant County, Washington.

10. *Location of incident (County, City, Place)*

Moses Lake School District

11. *Names, addresses, telephone numbers, and email addresses of all persons involved in or witness of this*

incident. See attached.

12. *Sum of claim for damages arising out of the circumstances described in item 13*

\$2,000,000.00

13. *Describe the cause of the injury or damages.*

See attached.



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14. Explain why the district is responsible for injury or damages.

See attached.

15. If claiming injuries, list names, addresses, and telephone numbers of treating medical providers. Attach copies of all medical reports and billings.

See attached.

16. Please attach and list documents, including receipts, pictures, witness statements, or any other documents to support the claim's allegations.

See attached.

SIGNATURE OF CLAIMANT

This claim form must be signed by the Claimant, a person holding a written power of attorney from claimant, an attorney for the Claimant, by an attorney admitted to practice in Washington State of behalf of the Claimant, or by a court-approved guardian or guardian ad litem on behalf of the claimant.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dr. Carol L. Meyer

June 7, 2022

Signature of Claimant

Date

CLAIM FOR DAMAGES

TO: **MOSES LAKE SCHOOL DISTRICT**

PLEASE TAKE NOTICE that Carole Meyer claims damages of and from the Moses Lake School District, its administrators, agents, and employees in furtherance of said claims as follows:

CLAIMANT INFORMATION

1. **Claimant's name, date of birth, and contact information:**

Carole Meyer
c/o Van Siclén Stocks & Firkins
721 45th St. NE
Auburn, WA 98002

2. **Description of the conduct and the circumstances that brought about the injury or damage:**

The Claimant, Dr. Carole Meyer, is the current Interim Superintendent of Moses Lake School District (District).

Dr. Meyer was employed by the District in June of 2017 as the District's Assistant Superintendent. In August of 2021, Dr. Meyer was named Acting Superintendent of the District. On September 23, 2021, Dr. Meyer was voted in as the District's Interim Superintendent. Dr. Meyer's Interim Superintendent contract officially started July 01, 2021 and ends June 30, 2022.

Dr. Meyer is highly qualified. Dr. Meyer earned a Doctorate degree in Education from Washington State University, a Master's degree in Education from Whitworth, and a Bachelor's degree in Education from Eastern Washington University. She came to the District with 30 years of experience as a Special Education teacher, ESA certified counselor, and building principal in both middle and high school for over half of her career.

Dr. Meyer is well revered. In 2019, then-Superintendent, Dr. Meek, nominated Dr. Meyer for the AASA Women in School Leadership Award. In his nomination, Dr. Meek described Dr. Meyer as an "excellent school leader who is courageous, brave, vulnerable, and committed to the success and well being of all."

During Dr. Meyer's time as Acting and Interim Superintendent, she has retained her Assistant Superintendent responsibilities. Some of these responsibilities include efforts which

increased the graduation rate in the District by seven percent, supervising and evaluating additional staff members, Human Resources work, District data and progress monitoring, equity efforts, legislative efforts, and much more. The District has not hired an Assistant Superintendent to replace Dr. Meyer. Accordingly, Dr. Meyer has been carrying out both Assistant Superintendent and Superintendent responsibilities.

Despite personal attacks and hostility from Board members, Dr. Meyer has had an accomplished tenure as Superintendent. Her first accomplishment as Acting Superintendent was to engage with community members who voted “no” against the District’s most recent levy. In just a few weeks, Dr. Meyer assembled a campaign team, engaged community members, generated almost \$30,000 for the campaign, organized meetings and campaign activities, and attended all community events. All these efforts caused the next levy to successfully pass. The levy passing meant that forty classified staff members could keep their jobs and many programs were able to continue uninterrupted.

In the fall of 2021, the District publicly posted the Interim Superintendent position. Dr. Meyer did not apply for the position because she was not appointed to the position. However, on the day applications were due, Vickey Melcher from the school board called Dr. Meyer asked her to apply, and even offered her more time to apply. Dr. Meyer applied for the position, on time. Dr. Meyer was invited to interview and did interview on September 15, 2021 for the Interim Superintendent position.

On September 23, 2021, two school board members met with Dr. Meyer to discuss the results of the interview process. In this meeting, the board members asked Dr. Meyer if she would continue as Acting Superintendent instead of being assigned Interim Superintendent while the assistant to the superintendent signs the checks for the district staff. Dr. Meyer did not agree to this request.

Later that day, another member of the Board called Dr. Meyer and said that the two board members who asked Dr. Meyer about this arrangement had acted on their own, and that the Board had not decided on this. In fact, the Board had planned to move forward with appointing Dr. Meyer to the Interim Superintendent position. During the school board meeting that night, a Board member called to ask Dr. Meyer if she would even accept the position if it were offered to her. Dr. Meyer stated she would only accept the position if she had the full support of the Board. Dr. Meyer was voted in as Interim Superintendent.

Until January of 2021, Dr. Meyer, along with the other District cabinet administrators, did not have a current contract and was paid based on her salary for the previous year. A District workgroup did a market analysis for updated salaries and presented the proposed salaries to the Board president and vice president who were supportive of the proposal and directed the cabinet team to add the contracts to the board agenda for approval. At the board meeting a motion to table the contracts was approved and contracts were delayed.

At the conclusion of additional meetings regarding salaries, Dr. Meyer received \$20,000 less than the market analysis group indicated while the other Executive Directors received an increase of approximately \$20,000 each. The Board justified this decrease because Dr. Meyer was only the “Interim” Superintendent, although her responsibilities still included Superintendent and Assistant Superintendent work.

Without any warning, in a meeting with Board President Kevin Fuhr on May 9, 2022, Mr. Fuhr stated that the District had determined it would non-renew Dr. Meyer’s contract. Mr. Fuhr said that the Board would vote on the non-renewal on May 12, 2022, and that he knew there were enough votes for non-renewal. Dr. Meyer repeatedly asked if there was cause for the non-renewal, Mr. Fuhr did not answer this question. During this meeting, Dr. Meyer felt that Mr. Fuhr was communicating to her that she could resign, or the Board would publicly vote to non-renew her at its next meeting – a statutorily improper action.

At this same meeting, Dr. Meyer asked Mr. Fuhr when the Board had decided it would not renew her contract. Mr. Fuhr replied that the Board made its decision in January or February when it was writing new contracts. However, the Board chose to proceed in salary negotiations with Dr. Meyer. The Board chose to intentionally wait until after the primary hiring season for school district administrators to inform Dr. Meyer of its intent to non-renew her contract.

Despite District policy and state law requiring evaluations, Dr. Meyer never received an evaluation during her five years with the District until April of 2022. Dr. Meyer’s evaluation in April of 2022 was a self-evaluation that she prepared and presented to the Board of Directors, in two Executive Sessions. In this self-evaluation, Dr. Meyer rated herself as meeting or exceeding all State standards and provided evidence to support that rating. When Dr. Meyer presented her evaluation, nobody challenged her ratings. Dr. Meyer has never received a negative evaluation in the District and has never faced any formal reprimand.

Dr. Meyer’s 2020-2021 Assistant Superintendent contract outlines in Section II that, at the date of expiration of the contract, June 30, 2021, “this agreement shall be considered renewed for regular periods of one (1) year, provided that neither party submits a notice of termination of said agreement prior to May 15th. On May 13th, 2022, the District sent Dr. Meyer written Notice of Non-Renewal of Contract as to her Superintendent and Assistant Superintendent Positions.

Dr. Meyer experienced various forms of discriminatory treatment during her time with the District. Primarily, because she is a woman, Dr. Meyer was paid less and subjected to ongoing hostile and demeaning treatment.

Equal Pay Issues

Although Dr. Meyer was equally or more experienced, equally or more qualified, and held equal or more responsibility, Dr. Meyer was paid less than her male predecessor and successor because she is a woman.

Dr. Meyer was paid about \$47,000 less than the male Superintendent before her, Dr. Meek, even though market rates were lower at the time he was hired. Dr. Meyer was paid far less than the Superintendent hired after her, even though he does not have a Doctorate degree. Further, the District's most recent female Superintendent, Dr. Michelle Price, was also paid far less than her male successors. This shows a pattern of unequal pay based on gender in the District. The following breakdown evidences this pattern of unequal pay based on gender.

District Past Superintendent Base Salaries:

- 2016-2017 – Dr. Michelle Price: on information and belief, had a base salary of \$134,000, plus phone and car allowances. Dr. Price is a female, holds a doctorate degree, and had been superintendent for eight years.
- 2017-2018 – Dr. Joshua Meek: \$180,000, plus performance pay and phone and car allowances. Dr. Meek is a male, holds a doctorate degree, and had previously worked as Assistant Superintendent, it was his first year as a Superintendent.
- 2018-2019 – Dr. Joshua Meek: \$198,993, plus performance pay and allowances.
- 2020-2021 – Dr. Joshua Meek was paid about \$283,461.90 to reflect a year's salary upon his separation from the District.

This same year Dr. Carole Meyer, a female, who holds a doctorate degree, was paid \$163,875 in base pay for her work as Assistant Superintendent and Acting Superintendent. Later, Dr. Meyer's retroactive Superintendent contract included a base salary of \$206,000, plus performance pay and phone and car allowances, for Interim Superintendent. However, Dr. Meyer still performed her Assistant Superintendent duties throughout the year. Instead of adding her \$163,875 base salary for a year of Assistant Superintendent work to her \$206,000 base salary for Interim Superintendent work, for a base salary of about \$370,000, Dr. Meyer's base salary was only \$206,000. In other words, she did two jobs for less than Dr. Meek, a male, was paid to do one job.

- 2022-2023 – Monty Sabin: \$255,000.00 base salary, plus phone and car allowances, plus \$15,000.00 for additional work done. Mr. Sabin is a male, has a master's degree, and was previously an Assistant Superintendent in North Thurston Public Schools.

The base salaries speak for themselves to show that male Superintendents in the District are paid significantly more than females doing the same job. This is the case even when Dr. Meyer has a doctorate degree and Mr. Sabin does not. This gender-based wage discrimination is also evident in performance pay and extra pay. For example, although Dr. Meyer continued to perform Assistant Superintendent duties, she did not receive a specific additional contract like Mr. Sabin did for his extra consulting work with the District. These practices violate the Equal Pay Act, including RCW 49.58.020 and RCW 49.58.030.

Gender-Based Discrimination and Harassment

Dr. Meyer also experienced gender-based discrimination in her daily work environment. The Board had a negative attitude toward Dr. Meyer because she is a woman. The Board often treated Dr. Meyer negatively and demeaned her in ways that would not occur were she a man.

The District, specifically, Elliot Goodrich and other Board members, created a hostile work environment for Dr. Meyer. For example, in the fall of 2018, Mr. Goodrich, a Board member, directed Dr. Meyer to go into a closet, alone with him, so that he could scold her for actively listening to principals in a meeting. Mr. Goodrich had previously publicly and privately berated female Board members. Additionally, Mr. Goodrich previously required a female executive director in the District to go alone with him into an unoccupied office, while the lights were turned off, so that he could yell at her. Dr. Meyer's experience was that female Board members would feel physically sick and be visibly shaken if they had to engage with Mr. Goodrich.

Mr. Goodrich regularly yelled at Dr. Meyer in school board meetings. In August of 2021, Dr. Meyer was named Acting Superintendent and asked Mr. Goodrich to stop yelling at her in meetings. Mr. Goodrich moved very close to Dr. Meyer's face, pointed at her, and said "if you are going to be in this position, I am going to yell at you."

In one live-streamed school board meeting, a community member made repeated false and disparaging comments about Dr. Meyer. The Board made no effort to stop or mitigate these comments. After the meeting, Dr. Meyer was very distressed. Mr. Goodrich used this opportunity to tell Dr. Meyer, "You have a choice." Dr. Meyer interpreted this comment to threaten that she could continue to be treated poorly, or she could quit.

Because of the continuous threatening nature of Mr. Goodrich's communications with Dr. Meyer, and the fact that as Superintendent, the Board has power over Dr. Meyer as her boss, Elliot Goodrich's actions constitute workplace harassment in violation of RCW 49.60.180(3).

Other members of the District's School Board also made blatantly sexist and homophobic comments to Dr. Meyer. For example, in response to a parent's complaint about an LGBTQ flag in a middle school, Susan Freeman, a Board member, stated that the LGBTQ flag is used as a recruitment tool and compared the flag to gang recruitment. Ms. Freeman said that all LGBTQ people are "mentally ill."

Further, members of the Board tried to abuse their power to make Dr. Meyer go against District policy and effectuate the Board's discrimination. For example, in a Board meeting, Mr. Goodrich directed Dr. Meyer to write a policy prohibiting LGBTQ and other flags. Dr. Meyer informed Mr. Goodrich and the rest of the Board that Superintendents cannot unilaterally write District policy.

In another conversation with Board members Shannon Hintz and Susan Freeman, Dr. Meyer shared that a female principal was being moved from a Middle School to an Elementary

School in the District. Ms. Freeman replied that, “women cannot be principals of a middle school.” Dr. Meyer pointed out that she was a middle school principal for seven years. These comments evidence the Board’s, and accordingly, the District’s attitude towards female leaders and employees.

Refusal to Hire and Wrongful Termination Based on Gender

The District did not respect Dr. Meyer as Superintendent or employee because of her gender. Accordingly, the District did not even consider Dr. Meyer as a candidate or finalist for the Superintendent position which she effectively held for one year. In past instances, like with Dr. Meek, the District’s previous Assistant Superintendent became the District’s Superintendent. Additionally, Dr. Meyer had no negative performance reviews and no performance-based indication for why she would not be considered for the position she currently holds.

The District also engaged in termination practices that exacerbated the damages to Dr. Meyer. For example, after not doing any performance reviews over five years, in violation of District policy, the District required Dr. Meyer to evaluate herself in a short amount of time so that the District could terminate Dr. Meyer. Additionally, the District had the option to retain Dr. Meyer’s Assistant Superintendent contract and chose not to do so without cause and without notice. Further, the District knew it planned to non-renew Dr. Meyer’s contract in January or February and waited to inform her for months. This caused Dr. Meyer to miss the primary hiring season for her field, making it more difficult for her to secure future employment.

In total, the District has intentionally engaged in gender-based wage and career advancement discrimination in violation of the Equal Pay Act, including RCW 49.58.020 and RCW 49.58.030. The Defendant has also intentionally committed the tort of Workplace Sexual Harassment in violation of RCW 49.60.180(3), Wrongful Termination and Refusal to Hire under RCW 49.60.180(1) & (2), and Wrongful Termination in violation of Public Policy.

The Defendant’s actions have caused Dr. Meyer to suffer economic damages, as well as extensive non-economic damages. She is currently on medical leave due to the negative effects of her work environment. The District has shown disregard for Dr. Meyer’s professional reputation and medical privacy. For example, on May 10, 2022, Board member Kevin Fuhr sent out an email to the entire District which said that Dr. Meyer was out on an “indeterminate amount of medical leave” and publicly added “non-renewal of Carole Meyer’s Superintendent Contract” to the Board’s agenda.

Dr. Meyer has documented her workplace-related health issues since September of 2021. These issues include [REDACTED]. The District is liable to Dr. Meyer for these economic and non-economic damages, as well as attorneys’ fees.

4. **Time and place of the incident:** Ongoing from between approximately Fall of 2018

until July 01, 2022, in Grant County, Washington.

5. **Names of all persons involved in or witness to this incident:** Persons who may have knowledge of this incident include, but are not limited to Carole Meyer, Elliot Goodrich, Vickey Melcher, Susan Freeman, Shannon Hintz, Kevin Fuhr, each member of the District's school board, and all others who participated in the decision to unequally pay Dr. Meyer because of her gender, in violation of the Equal Pay Act, to unlawfully harass Dr. Meyer, to unlawfully refuse to hire Dr. Meyer, and to wrongfully terminate Dr. Meyer in violation of public policy.

6. **I claim damages from Moses Lake School District in the sum of:** \$2,000,000.00.

As the direct and proximate cause and the result of the actions and conduct of the District by and through its administrators and employees, Claimant has sustained injuries causing her to sustain both economic and non-economic damages in such sums of money as will be established and proven at a later date. Specifically, non-economic damages are within the sole province of the jury in any potential future civil lawsuit. Claimant seeks a sum of money not less than \$2,000,000.00. Claimant reserves the right to amend the amount based on further discovery.

7. **Designation of attorney:** Claimant designates as her attorney Tyler K. Firkins of Van Siclén, Stocks & Firkins, attorneys at law, 721 45th Street N.E., Auburn, WA 98002.

8. **Compliance with RCW 4.96.020.** If this Claim is not received by the appropriate governing body of each listed local government entity above, then claimants request to be notified immediately and no such defense for failure to present this Claim properly and timely as a prerequisite to suit should be heard.

DATED this 7TH day of June, 2022.



Carole Meyer
Claimant