

# Board of Directors

## Regular Meeting September 8, 2020 7:00 p.m.

On August 31, 2020, Washington's legislative leadership extended the statutory waivers and suspensions in Governor Inslee's Proclamation 20-28.8 until October 1, 2020. Until that date, Phase 2 counties must conduct school board meetings remotely and may not meet in-person.

The public may attend the meeting online by Zoom webinar  
<https://fpschools.zoom.us/j/97521098513?pwd=SDd0aTg2RkFJc1g2dHhqaERtWFhndz09>  
or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.  
Webinar ID: 975 2109 8513 Password: 134679

Audience and community comments will be limited to two minutes per person. Commenters should deliver their written comments or schedule their oral comments with the Superintendent's Office ([kholtan@fpschools.org](mailto:kholtan@fpschools.org) or 253-298-3010) by 3 p.m. the day before the meeting.

If you have any questions, you may contact Kristin Holten at (253) 298-3010.

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## FRANKLIN PIERCE SCHOOLS

Jo Anne Matson Administrative Center  
315 129<sup>th</sup> Street South  
Tacoma, WA 98444  
[www.fpschools.org](http://www.fpschools.org)  
253-298-3000

# **Franklin Pierce School Board's Operating Principles**

Operating principles define the beliefs, values, and methods of working together. Successful organizations are the result of effective and dynamic leadership. To assure quality operations, leaders must agree on basic ways of working together. We, the Franklin Pierce Board and Superintendent, have discussed and agree to abide by these principles.

## **Communications, Cooperation, and Trust**

- Support each other constructively and courteously
- Engage in discussions
- Be open-minded and adaptive to change
- Maintain confidentiality
- Focus discussions on issues, not personalities
- Uphold the integrity of every individual
- Involve those parties who will be affected by the decision and solution
- Strive to avoid any perception of a conflict of interest
- Communications between staff and the Board are encouraged
- Requests for information from the Superintendent which will take considerable time to prepare will come from the Board rather than an individual Board member

## **Effective Meetings**

- Share ideas about new programs and directions with the Superintendent before making them public
- Read all materials and ask questions in advance
- Respect the majority and do not take unilateral action
- Board meetings will be for consideration, information, and actions
- Work sessions will be for discussions, deliberation, and direction
- Executive sessions will be held only when specific needs arise
- The President will communicate and enforce the audience participation protocol

## **Decision Making**

- Clearly communicate decisions and their rationale
- Re-evaluate each major decision
- Move the question or table the question when discussion is repetitive
- The Superintendent will make recommendations on most matters before the Board
- Consider research, best practice, innovative and creative strategies, and public input in all decision making

## **Addressing Citizen or Staff Complaints**

- Use proactive, clear, and transparent communication
- Be available to hear community concerns and encourage citizens to present their district issues, problems, or proposals to the appropriate person
- Direct all personnel complaints and criticisms to the Superintendent

## **Board Operations**

- Attend training and networking opportunities
- The President will communicate regularly with the Superintendent and share pertinent information with the Board
- The President or designee will be the Board spokesperson
- Conduct an annual self-evaluation and promptly address specific issues that hinder Board effectiveness
- Set clear and concise goals for the Board and the Superintendent
- Emphasize planning, policy making, and public relations rather than becoming involved in the management of the schools

**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**Jo Anne Matson Administration Center**  
**September 8, 2020 – 7 p.m.**

The public may attend the meeting online by using this Zoom webinar link  
<https://fpschools.zoom.us/j/97521098513?pwd=SDd0aTg2RkFJc1g2dHhqaERtWFhndz09>  
 or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.  
 Webinar ID: 975 2109 8513 Password: 134679

**AGENDA**

- I. Call to Order**
- II. Flag Salute**
- III. Establishment of a Quorum**
- IV. Adoption of Agenda**
- V. Announcements and Communication**
  - 1. Audience/Community – Comments will be limited to two minutes per person.  
 Commenters should deliver their written comments or schedule their oral comments with the Superintendent's Office ([kholtlen@fpschools.org](mailto:kholtlen@fpschools.org) or 253-298-3010) by 3 p.m. the day before the meeting.
  - 2. Superintendent
  - 3. Board of Directors
- VI. Consent Agenda**
  - 1. Minutes: August 18, 2020 .....A
  - 2. Audit of Expenditures: August 2020.....B
  - 3. Personnel Action .....C
  - 4. Budget Status Reports: July 2020 .....D
- VII. New Business**
  - 1. Six-Year Capital Facilities Plan 2020-2026 .....E
  - 2. 2020-2023 Franklin Pierce Education Association Collective Bargaining Agreement .....F
  - 3. 2020-2023 Public School Employees Collective Bargaining Agreement .....G
  - 4. 2020-2021 Franklin Pierce Education Support Personnel Salary Agreement .....H
  - 5. 2020-2021 Public School Employees Memorandum of Understanding .....I
  - 6. 2020-2021 Franklin Pierce Education Support Personnel Memorandum of Understanding .....J
  - 7. 2020-2025 Affirmative Action Plan and Report .....K
  - 8. Conditional Teaching Certificates .....L
  - 9. Out-of-Endorsement Assignments .....M
  - 10. Interagency Agreement for Medicaid Administrative Claiming .....N
  - 11. Interagency Agreement for 2020/2021 Supplemental Summer Programing.....O
- VIII. Proposals**
  - 1. Policy 3225: School-Based Threat Assessment .....P
  - 2. Policy 4311: School Resource Officer .....Q
- IX. Information**
  - 1. Procedure 3225P: School-Based Threat Assessment .....R
  - 2. Form 4311F: School Resource Officer – Memorandum of Understanding .....S
- X. Adjournment**

Next Meeting: October 13, 2020



# **Franklin Pierce Schools**

Administration Offices - 315 129th Street South - Tacoma, WA 98444 – (253) 298-3000  
Board Directors and audience attended via Zoom video Webinar ID 954 3884 6691 – (253) 215-8782

August 18, 2020

## **MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS**

### **CALL TO ORDER**

Mr. Roberts called the special meeting to order at 6:03 p.m.

### **BOARD MEMBERS PRESENT**

Ms. Gallogly, Dr. Mendoza, Mr. Roberts, Mrs. Sherman. Excused: Mr. Davis.

### **SPECIAL MEETING**

The Board of Directors reviewed and discussed the following items:

1. OSPI Reopening Plan
2. Construction Projects
3. School Resource Officers – Next Steps
4. Board Operating Principles
5. Capital Facilities Plan

### **ADJOURNMENT**

There being no business to transact, the special meeting adjourned at 7:11 p.m.

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Secretary of the Board

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President of the Board

# Franklin Pierce Schools

Jo Anne Matson Administrative Center - 315 129th Street South - Tacoma, WA 98444 – (253) 298-3000  
Board Directors and audience attended via Zoom video Webinar ID 954 3884 6691 – (253) 215-8782

August 18, 2020

## MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

### CALL TO ORDER

Mr. Roberts called the meeting to order at 7:12 p.m.

### BOARD MEMBERS PRESENT

Ms. Gallogly, Dr. Mendoza, Mr. Roberts, Mrs. Sherman. Excused: Mr. Davis.

### AGENDA

20-M-81

It was moved by Mrs. Sherman, seconded by Dr. Mendoza, and unanimously passed that the Board of Directors adopt the agenda as presented.

### ANNOUNCEMENTS & COMMENTS FROM THE SUPERINTENDENT

- Mr. Goodpaster commented on planning and activities related to reopening schools this September. He also recognized this day as the 100<sup>th</sup> anniversary of the ratification of the 19<sup>th</sup> amendment.

### WRITTEN ANNOUNCEMENTS & COMMENTS FROM THE COMMUNITY

- Ms. Carol Jones Blair, community member, submitted written comments requesting assistance with remote learning in the community daycare, Kids Korner Clubhouse.
- Ms. Pam Kruse, FPEA President, submitted written comments about remote learning.
- Several comments were received supporting removal of School Resource Officers (SROs) presence in the Franklin Pierce School District. Ms. Katie Hohnstein-Van Etten's comments were read aloud. Written comments were also received from Mr. Paul Cavanagh, Mr. Ryan Davenport, Ms. Violet Hill, Mr. Terry Johnson, Ms. Melissa McPheeters, Ms. Jenny Nakata, Mr. Matt Price, Ms. Beth Weisenmiller, and the PGK Equity Team. All comments were forwarded to the School Board Directors. Mr. Roberts requested all submitters be contacted for their permission to include their comments with the minutes on the district website.

### CONSENT AGENDA

20-M-82

It was moved by Mrs. Sherman, seconded by Dr. Mendoza, and unanimously passed that the Board of Directors approve the Consent Agenda as presented.

#### (1) Minutes

Minutes of the Board of Directors for the regular meeting held on July 7, 2020; and the special meeting held on August 11, 2020.

#### (2) Audit of Expenditures

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, expense reimbursement claims certified as required by RCW 42.24.090, and payroll disbursements, are identified below and approved for payment. The Franklin Pierce Board of Directors, at its regularly scheduled meeting held August 18, 2020, authorized the County Treasurer to pay all warrants/transfers specified below.

(2) **Audit of Expenditures (continued)**

	<b><u>Number</u></b>	<b><u>Amount</u></b>	<b><u>Date Issued</u></b>
<b>General Fund – Payroll</b>	Direct Dep/Bank Fees	\$6,928,554.30	7/31/2020
	268257-268263	\$5,202.84	7/31/2020
	268264-268300	\$3,145,621.73	7/31/2020
	268352-268353	\$16.21	7/31/2020
<b>General Fund – A/P</b>	A/P Direct Deposit	\$27,800.26	7/15/2020
	A/P Direct Deposit	\$281,318.30	7/31/2020
	268206-268238	\$267,119.88	7/15/2020
	268256	\$61,932.34	7/15/2020
	268301-268340	\$459,947.20	7/31/2020
<b>Capital Projects</b>	A/P Direct Deposit	\$2,921,982.23	7/15/2020
	A/P Direct Deposit	\$97,342.48	7/31/2020
	268239-268249	\$2,499,851.02	7/15/2020
	268341-268351	\$265,646.66	7/31/2020
<b>ASB</b>	A/P Direct Deposit	\$48.84	7/15/2020
	A/P Direct Deposit	\$546.30	7/31/2020
	268250-268255	\$130.00	7/15/2020

(3) **Personnel Action**

**NEW HIRES**

<b>NAME</b>	<b>JOB TITLE / LOCATION</b>	<b>EFFECTIVE DATE</b>
Chea, Jeannie	Teacher / Keithley	08/31/2020
Donbeck, Emily	Program Specialist / Learning Support	08/31/2020
Gurmeza, Konstantin	Teacher / Keithley	08/31/2020
Horn, Thomas	Teacher / Keithley	08/31/2020
Husted, Russell	Teacher / Keithley	08/31/2020
Lengyel, Tami	LPN / Central Avenue	09/02/2020
Morales, Amber	Teacher / Christensen	08/31/2020
Mulkey, Kellie	Social Worker / Learning Support	10/12/2020
Ornelas, Dadre	Temporary Custodian / Ford	04/15/2020
Orona, David	Teacher / Keithley	08/31/2020
Skolrud, Carlo	Teacher / Washington	08/31/2020
Spires, Kayla	Teacher / Christensen	08/31/2020
Woods, Reginald	Teacher / Brookdale	08/31/2020

# **TERMINATIONS**

<b>NAME</b>	<b>JOB TITLE / LOCATION</b>	<b>EFFECTIVE DATE</b>
Anderson-Moll, Jennifer	Paraeducator / Christensen	08/31/2020
Barton, Krystal	Paraeducator / Washington	08/31/2020
Berndt, Mason	Paraeducator / Elmhurst	08/31/2020
Chestang, Jonathan	Dean of Students / Washington	08/31/2020
Codorniz, Julianna	Teacher / Keithley	08/31/2020
Evans, Heather	Paraeducator / Keithley	08/31/2020
Farmer, Kristen	Paraeducator / Hewins ELC	08/31/2020
Fynboe, Alexis	Teacher / Christensen	08/31/2020
Garrod, Lydia	Teacher / Christensen	08/31/2020
Harris, Jennifer	Paraeducator / Keithley	08/31/2020
Hathaway, Hayley	Teacher / Keithley	08/31/2020
Kitchen, Rachelle	Dean of Students / Ford	08/31/2020
Madlena, Megan	Asst Principal / Elmhurst	06/30/2020
Martin, Tiffany	Paraeducator / Hewins ELC	08/31/2020
Miranda, Jose	Chief Custodian / Elmhurst	07/10/2020
Ornelas, Dadre	Temp Custodian / Keithley	05/21/2020
Peters, Bethany	Paraeducator / Collins	08/31/2020
Rambow, Sierra	LPN / Christensen	08/31/2020
Roberts, Chelsea	Paraeducator / Collins	08/31/2020
Rowland, Dawn	Paraeducator / Collins	08/31/2020
Ruchti, William	Paraeducator / Franklin Pierce	08/31/2020
Spence, Liliana	SpEd Teacher / Franklin Pierce	08/31/2020
Vories, Ashley	Paraeducator / Elmhurst	08/31/2020
Webber, Janna	Paraeducator / Christensen	08/31/2020
Whitemarsh, Kaleb	Paraeducator / Keithley	08/31/2020
Woods, Genavieve	Paraeducator / Hewins ELC	08/31/2020

# **APPOINTMENTS / PROMOTIONS / TRANSFERS**

<b>NAME</b>	<b>NEW JOB TITLE / LOCATION</b>	<b>EFFECTIVE DATE</b>
Boyan, James	1:1 Paraeducator / Franklin Pierce	09/08/2020
Folita, Isaac	Teacher / Washington	08/31/2020
Hester, James	Deputy Superintendent / JMAC	07/01/2020
Kennedy, Kayla	Asst. Chief / Central Ave	07/28/2020
Kessler, Shanti	Assistant Principal / Elmhurst	07/10/2020
Melville, Tammy	Chief / Elmhurst	07/28/2020
Mose, Kelsey	Elementary Teacher / Brookdale	08/31/2020
Nelson, Lauren	Paraeducator / Hewins ELC	09/8/2020
Pollard, Julien	Equity Coordinator / Admin	07/13/2020
Redfield, Morgan	Chief / Ford	08/03/2020
Spencer, Maddison	Asst. Chief / Harvard	06/22/2020
Webber, Matyson	Asst. Chief / Hewins ELC	08/03/2020
Weisenmiller, Beth	Teacher / GATES	08/31/2020



## LEAVE OF ABSENCES

NAME	POSITION / LOCATION	LEAVE TYPE	LEAVE   RETURN DATES
Gaulke, Tad	Teacher / Collins	General Leave	08/31/20   09/01/21

### (4) Investment and Financial Reports

Budget status reports for the General Fund, Capital Projects Fund, Debt Service Fund, ASB Fund, and Transportation Vehicle Fund for the month of June 2020.

### **POLICY 3246: RESTRAINT, ISOLATION, AND OTHER USES OF REASONABLE FORCE and POLICY 3247: REQUIRED NOTIFICATION OF ISOLATION OR RESTRAINT OF STUDENTS WITH IEPs OR SECTION 504 PLANS** **20-M-83**

It was moved by Ms. Gallogly, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt revised Board Policy 3246: Restraint, Isolation, and Other Uses of Reasonable Force as presented and retire Board Policy 3247: Required Notification of Isolation or Restraint of Students with IEPs or Section 504 Plans.

### **POLICY 4215: USE OF TOBACCO, NICOTINE PRODUCTS, AND DELIVERY DEVICES** **20-M-84**

It was moved by Mrs. Sherman, seconded by Dr. Mendoza, and unanimously passed that the Board of Directors adopt revised Board Policy 4215: Use of Tobacco, Nicotine Products, and Delivery Devices as presented.

### **POLICY 4314: NOTIFICATION OF THREATS OF VIOLENCE OR HARM** **20-M-85**

It was moved by Mrs. Sherman, seconded by Ms. Gallogly, and unanimously passed that the Board of Directors adopt revised Board Policy 4314: Notification of Threats of Violence or Harm as presented.

### **POLICY 6220: BID OR REQUEST FOR PROPOSAL REQUIREMENTS** **20-M-86**

It was moved by Ms. Gallogly, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt revised Board Policy 6220: Bid or Request for Proposal Requirements as presented.

### **RESOLUTION 20-R-12: 2020-2021 DISTRICT REOPENING PLAN** **20-M-87**

It was moved by Mrs. Sherman, seconded by Dr. Mendoza, and unanimously passed that the Board of Directors adopt the Resolution 20-R-12: 2020-2021 District Reopening Plan and the accompanying required Washington Schools 2020 Reopening Plan as presented.

### **MEMORANDUM OF UNDERSTANDING WITH THE FP EDUCATION ASSOCIATION** **20-M-88**

It was moved by Dr. Mendoza, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the Memorandum of Understanding By and Between Franklin Pierce Education Association and Franklin Pierce Schools: Agreement Regarding Terms of Employment and Delivery of District Services Impacted by the COVID-19 Crisis as presented.

### **INTERAGENCY AGREEMENTS WITH THE PSED INVOLVING THE NATIVE AMERICAN EDUCATION PROGRAM AND THE TITLE VII INDIAN EDUCATION FORMULA GRANT CFDA# 84.060A** **20-M-89**

It was moved by Mrs. Gallogly, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the interagency agreements between Franklin Pierce Schools and the Puget Sound Educational Service District to allow for Native American Education Program services from September 2020 through August 2021.

### **INFORMATION TECHNOLOGY SURPLUS APPROVAL** **20-M-90**

It was moved by Mrs. Sherman, seconded by Ms. Gallogly, and unanimously passed that the Board of Directors approve surplus of listed information technology items.

**PROCEDURES 1400P: MEETING CONDUCT, ORDER OF BUSINESS, AND QUORUM AND  
1430P: AUDIENCE PARTICIPATION**

Mr. Goodpaster, Superintendent, presented revised Board Procedures 1400P: Meeting Conduct, Order of Business, and Quorum and 1430P: Audience Participation as information only items.

**ADJOURNMENT**

Mr. Roberts announced that the next regular meeting of the Board of Directors will be held on Tuesday, September 8, 2020, beginning at 7 p.m. The meeting will be held remotely or in the Jo Anne Matson Administrative Center depending on current health regulations.

There being no further business to transact, the meeting adjourned at 8:08 p.m.

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Secretary of the Board

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President of the Board

## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Tammy Bigelow, Director of Business Services  
**DATE:** September 8, 2020  
**SUBJECT:** Audit of Expenditures

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, expense reimbursement claims certified as required by RCW 42.24.090, and payroll disbursements, are identified below and approved for payment. The Franklin Pierce Board of Directors, at its regularly scheduled meeting held September 8, 2020, authorizes the County Treasurer to pay all warrants/transfers specified below. To obtain a copy of the detailed listing, please contact the Superintendent's Office.

	<u>Number</u>	<u>Amount</u>	<u>Date Issued</u>
<b>General Fund – Payroll</b>	Direct Dep/Bank Fees	\$5,892,311.65	8/31/2020
	268394-268401	\$10,977.93	8/31/2020
	268402-268437	\$2,995,692.28	8/31/2020
<b>General Fund – A/P</b>	A/P Direct Deposit	\$47,946.71	8/14/2020
	A/P Direct Deposit	\$625,742.04	8/31/2020
	268354-268385	\$462,935.91	8/14/2020
	268438-268475	\$324,344.01	8/31/2020
<b>Capital Projects</b>	A/P Direct Deposit	\$1,686,416.75	8/14/2020
	A/P Direct Deposit	\$149,431.94	8/31/2020
	268386-268393	\$2,319,785.14	8/14/2020
	268476-268485	\$415,997.08	8/31/2020
<b>ASB</b>	A/P Direct Deposit	\$18.83	8/14/2020
	A/P Direct Deposit	\$4,425.26	8/31/2020
<b>Transportation Vehicle Fund</b>	268486 (3 buses)	\$414,106.26	8/31/2020

## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** Personnel Action

### NEW HIRES

NAME	JOB TITLE / LOCATION	EFFECTIVE DATE	REASON
Christian, Ashley	Teacher / Midland	08/31/2020	Replacement
Gaume, Samuel	Teacher / Brookdale	08/31/2020	Leave Replacement
Houston, Abigail	Special Education Teacher / Collins	08/31/2020	Replacement
Marshall, Jayne	Teacher / Collins	08/31/2020	Leave Replacement
Sok, Sathoun	Special Education Teacher / Ford	08/31/2020	Replacement
Summers-Smith, Matthew	Counselor / Washington	08/31/2020	Replacement
Thomas, Patricia	LPN / Midland	08/31/2020	Replacement
Troutman, Mandy	Teacher / Ford	08/31/2020	Replacement
Weimer, Jennifer	Teacher / Midland	08/31/2020	Replacement
Wolfs, Nicole	LPN / Christensen	08/31/2020	Replacement; has to pass boards

### TERMINATIONS

NAME	JOB TITLE / LOCATION	HIRE DATE	EFFECTIVE DATE	REASON
Beaumont, Holley	Special Ed Teacher / Collins	08/31/2020	08/03/2020	Resignation / Declined position
Diaz, Mark	Paraeducator / Franklin Pierce	08/27/2019	08/31/2020	Resignation
Faison, Aliyah	Paraeducator / Washington	09/20/2018	08/31/2020	Resignation
Miller, Christine	Paraeducator / Harvard	09/03/2019	08/31/2020	Resignation
Murry, Amy	Paraeducator / Hewins ELC	08/28/2018	08/31/2020	Resignation
Patterson, Rebecca	Paraeducator / Washington	09/01/2005	08/31/2020	Resignation
Rau, Allison	Teacher / Midland	08/31/2020	08/03/2020	Resignation / Declined position
Seastrum, Seth	Network Specialist / Information Technology	09/08/2015	08/28/2020	Resignation
Sexton, Tina	Financial Coordinator / Ford	01/03/2012	08/21/2020	Retirement

**APPOINTMENTS / PROMOTIONS / TRANSFERS**

<b>NAME</b>	<b>PREVIOUS JOB TITLE / LOCATION</b>	<b>EFFECTIVE DATE</b>	<b>NEW JOB TITLE / LOCATION</b>	<b>REASON</b>
Deck, Lawrence	Assistant Chief / Collins	08/24/2020	Chief / GATES & Small Sites	Promotion
Wilson, Cynthia	Assistant Chief / Washington	08/24/2020	Chief / Christensen	Promotion

**LEAVE OF ABSENCES**

<b>NAME</b>	<b>POSITION / LOCATION</b>	<b>LEAVE TYPE</b>	<b>LEAVING</b>	<b>RETURNING</b>
Kim, Young	Paraeducator / Christensen	Medical Leave	09/08/2020	08/31/2021

**CORRECTION**

<b>NAME</b>	<b>POSITION / LOCATION</b>	<b>REASON</b>
Lengyel, Tami	LPN / Central Avenue	Start date initially listed as 09/02/2020; per CBA start date is now 08/31/2020



## Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
253-298-3010, Fax 253-298-3015  
[www.fpschools.org](http://www.fpschools.org)

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Tammy Bigelow, Director of Business Services  
**DATE:** September 8, 2020  
**SUBJECT:** Budget Status Reports, July 2020

Attached are the Budget Status Reports for all funds for July 2020.

#### **General Fund**

As of July 31, 2020, the ending fund balance was \$14,202,320. Property tax receipted was \$90,204 in July for a total revenue of \$13,850,488. Expenditures totaled \$11,139,615. Excess of revenues over expenditures was \$2,710,872.

#### **Capital Project Fund**

As of July 31, 2020, the ending fund balance was \$80,191,528. Property tax receipted was \$14,538. Local income from rentals, interest, Erate and impact fees totaled \$134,205.

- **Expenditures:**
  - **Bond: \$5,669,132**
  - **Technology Levy: \$115,690**
    - General: \$618
    - Security Cameras: \$1,422
    - New Computers: \$39,898
    - Fiber: \$17,720
    - VOIP: \$23,121
    - Other Software: \$16,565
    - Utilities: \$12,539
    - Bell & Clock System: \$3,807

#### **Debt Service Fund**

Property tax collections in July totaled \$70,236 with an ending fund balance of \$3,015,759.

#### **Associated Student Body Fund**

Ending fund balance was \$394,732.

#### **Transportation Vehicle Fund**

Ending fund balance was \$572,700.

If you have any questions after reviewing these reports, please contact me for assistance. Thank you.

10--General Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2019 (September 1, 2019 - August 31, 2020)For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2020

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 LOCAL TAXES	14,149,981	90,204.06	10,111,941.02		4,038,039.98	71.46
2000 LOCAL SUPPORT NONTAX	816,000	125,584.75	553,211.99		262,788.01	67.80
3000 STATE, GENERAL PURPOSE	77,579,013	8,691,610.71	65,242,126.22		12,336,886.78	84.10
4000 STATE, SPECIAL PURPOSE	28,107,424	4,079,153.98	24,469,872.16		3,637,551.84	87.06
5000 FEDERAL, GENERAL PURPOSE	64,060	.00	64,928.36		868.36-	101.36
6000 FEDERAL, SPECIAL PURPOSE	12,955,679	863,935.07	8,888,414.69		4,067,264.31	68.61
7000 REVENUES FR OTH SCH DIST	500	.00	158.00		342.00	31.60
8000 OTHER AGENCIES AND ASSOCIATES	4,000	.00	73,732.90		69,732.90-	> 1000
9000 OTHER FINANCING SOURCES	0	.00	.00		.00	0.00
 <u>Total REVENUES/OTHER FIN. SOURCES</u>	 133,676,657	 13,850,488.57	 109,404,385.34		 24,272,271.66	 81.84
 <u>B. EXPENDITURES</u>						
00 Regular Instruction	66,698,876	4,905,559.08	55,083,631.58	5,592,005.13	6,023,239.29	90.97
10 Federal Stimulus	0	.00	.00	0.00	.00	0.00
20 Special Ed Instruction	20,720,288	1,728,130.78	18,366,072.32	1,917,625.65	436,590.03	97.89
30 Voc. Ed Instruction	4,631,333	511,997.77	4,018,913.44	344,368.07	268,051.49	94.21
40 Skills Center Instruction	0	.00	.00	0.00	.00	0.00
50+60 Compensatory Ed Instruct.	13,144,742	1,922,611.98	11,569,753.65	931,976.10	643,012.25	95.11
70 Other Instructional Pgms	368,689	46,844.63	547,980.72	51,540.48	230,832.20-	162.61
80 Community Services	776,988	62,159.74	691,818.52	56,089.31	29,080.17	96.26
90 Support Services	32,633,027	1,962,312.00	25,479,801.25	4,789,717.80	2,363,507.95	92.76
 <u>Total EXPENDITURES</u>	 138,973,943	 11,139,615.98	 115,757,971.48	 13,683,322.54	 9,532,648.98	 93.14
 <u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>D. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES</u>						
<u>OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	5,297,286-	2,710,872.59	6,353,586.14-		1,056,300.14-	19.94
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 19,194,553		 20,555,906.54			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 13,897,267		 14,202,320.40			
<u>(E+F + OR - G)</u>						

20--Capital Projects-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2019 (September 1, 2019 - August 31, 2020)For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2020

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	1,934,046	14,538.71	1,956,598.31		22,552.31-	101.17
2000 Local Support Nontax	2,963,700	134,205.06	1,856,266.00		1,107,434.00	62.63
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
7000 Revenues Fr Oth Sch Dist	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
 <u>Total REVENUES/OTHER FIN. SOURCES</u>	 4,897,746	 148,743.77	 3,812,864.31		 1,084,881.69	 77.85
 <u>B. EXPENDITURES</u>						
10 Sites	0	.00	.00	1,855.06	1,855.06-	0.00
20 Buildings	66,845,000	5,648,708.07	55,753,684.57	63,740,884.61	52,649,569.18-	178.76
30 Equipment	2,900,000	136,114.32	2,492,482.87	2,790,165.73	2,382,648.60-	182.16
40 Energy	0	.00	.00	0.00	.00	0.00
50 Sales & Lease Expenditure	0	.00	.00	0.00	.00	0.00
60 Bond Issuance Expenditure	0	.00	.00	0.00	.00	0.00
90 Debt	1,000	.00	950.00	0.00	50.00	95.00
 <u>Total EXPENDITURES</u>	 69,746,000	 5,784,822.39	 58,247,117.44	 66,532,905.40	 55,034,022.84-	 178.91
 <u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>D. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>E. EXCESS OF REVENUES/OTHER FIN. SOURCES</u>						
<u>OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	64,848,254-	5,636,078.62-	54,434,253.13-		10,414,000.87	16.06-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 132,540,828		 134,625,781.66			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 67,692,574		 80,191,528.53			
<u>(E+F + OR - G)</u>						



30--Debt Service Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2019 (September 1, 2019 - August 31, 2020)For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2020

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	9,631,846	70,236.15	9,604,872.83		26,973.17	99.72
2000 Local Support Nontax	25,000	688.70	17,958.57		7,041.43	71.83
3000 State, General Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
 <u>Total REVENUES/OTHER FIN. SOURCES</u>	 9,656,846	 70,924.85	 9,622,831.40		 34,014.60	 99.65
 <u>B. EXPENDITURES</u>						
Matured Bond Expenditures	3,080,000	.00	3,080,000.00	0.00	.00	100.00
Interest On Bonds	6,097,252	.00	6,097,250.00	0.00	2.00	100.00
Interfund Loan Interest	0	.00	.00	0.00	.00	0.00
Bond Transfer Fees	10,000	.00	600.00	0.00	9,400.00	6.00
Arbitrage Rebate	0	.00	.00	0.00	.00	0.00
Underwriter's Fees	0	.00	.00	0.00	.00	0.00
 <u>Total EXPENDITURES</u>	 9,187,252	 .00	 9,177,850.00	 0.00	 9,402.00	 99.90
 <u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>D. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES</u>						
<u>OVER(UNDER) EXPENDITURES (A-B-C-D)</u>	469,594	70,924.85	444,981.40		24,612.60-	5.24-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 2,320,973		 2,570,778.27			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 2,790,567		 3,015,759.67			
<u>(E+F + OR - G)</u>						

40--Associated Student Body Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2019 (September 1, 2019 - August 31, 2020)

For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2020

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES</u>						
1000 GENERAL STUDENT BODY	402,100	44.06	156,822.68		245,277.32	39.00
2000 ATHLETICS	215,200	5,317.26-	95,851.31		119,348.69	44.54
3000 CLASSES	58,000	.00	12,361.30		45,638.70	21.31
4000 CLUBS	117,050	20.00	41,911.66		75,138.34	35.81
6000 PRIVATE MONEYS	25,800	.00	13,972.35		11,827.65	54.16
<u>Total REVENUES</u>	818,150	5,253.20-	320,919.30		497,230.70	39.22
<u>B. EXPENDITURES</u>						
1000 GENERAL STUDENT BODY	398,150	741.30	158,173.40	0.00	239,976.60	39.73
2000 ATHLETICS	251,000	1,673.33	101,070.47	0.00	149,929.53	40.27
3000 CLASSES	56,100	2,250.00-	7,671.99	0.00	48,428.01	13.68
4000 CLUBS	132,825	703.00	36,748.52	0.00	96,076.48	27.67
6000 PRIVATE MONEYS	25,800	.00	14,378.12	0.00	11,421.88	55.73
<u>Total EXPENDITURES</u>	863,875	867.63	318,042.50	0.00	545,832.50	36.82
<u>C. EXCESS OF REVENUES</u>						
<u>OVER (UNDER) EXPENDITURES (A-B)</u>	45,725-	6,120.83-	2,876.80		48,601.80	106.29-
<u>D. TOTAL BEGINNING FUND BALANCE</u>	377,743		391,855.66			
<u>E. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXXXX		.00			
<u>F. TOTAL ENDING FUND BALANCE</u>	332,018		394,732.46			
<u>C+D + OR - E)</u>						

90--Transportation Vehicle Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2019 (September 1, 2019 - August 31, 2020)For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2020

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Nontax	2,000	143.45	6,295.53		4,295.53-	314.78
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	450,000	.00	.00		450,000.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
A. <u>TOTAL REV/OTHER FIN.SRCS(LESS TRANS)</u>	452,000	143.45	6,295.53		445,704.47	1.39
 B. <u>9900 TRANSFERS IN FROM GF</u>	0	.00	.00		.00	0.00
 C. <u>Total REV./OTHER FIN. SOURCES</u>	452,000	143.45	6,295.53		445,704.47	1.39
 <u>D. EXPENDITURES</u>						
Type 30 Equipment	600,000	.00	.00	414,018.58	185,981.42	69.00
Type 60 Bond Levy Issuance	0	.00	.00	0.00	.00	0.00
Type 90 Debt	0	.00	.00	0.00	.00	0.00
 <u>Total EXPENDITURES</u>	600,000	.00	.00	414,018.58	185,981.42	69.00
 E. <u>OTHER FIN. USES TRANS. OUT (GL 536)</u>	0	.00	.00			
 F. <u>OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
 G. <u>EXCESS OF REVENUES/OTHER FIN SOURCES</u>						
<u>OVER(UNDER) EXP/OTH FIN USES (C-D-E-F)</u>	148,000-	143.45	6,295.53		154,295.53	104.25-
 H. <u>TOTAL BEGINNING FUND BALANCE</u>	539,560		566,405.19			
 I. <u>G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	XXXXXXXXX		.00			
 J. <u>TOTAL ENDING FUND BALANCE</u>	391,560		572,700.72			
<u>(G+H + OR - I)</u>						



## Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Robin Heinrichs, Executive Director of Support Services  
**DATE:** September 8, 2020  
**SUBJECT:** Six-Year Capital Facilities Plan 2020-2026

### **BACKGROUND INFORMATION**

Annually, Pierce County adopts each school district's capital facilities plan by reference, rather than summarize district information in the County Capital Facilities Plan. Pierce County provides the template for the plan so that all districts' plans are standardized.

### **RECOMMENDATION**

I move that the Board of Directors approve the Franklin Pierce Schools Six-Year Capital Facilities Plan 2020-2026.

### **ACTION REQUIRED**

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# **FRANKLIN PIERCE SCHOOLS**

## **SIX-YEAR**

### **CAPITAL FACILITIES PLAN**

#### **2020-2026**

#### **INTRODUCTION**

The purpose of this report is to establish a Long-Range Capital Facilities Plan for the Franklin Pierce School District in response to the provisions of the Growth Management Act (GMA). Specifically, this document will inventory the District's school and support facilities, as well as its undeveloped/underdeveloped properties.



In addition, this document will assess the District's student enrollment growth prospects and identify the new construction, modernization, and new construction in lieu of modernization work needed to meet the demands of an expanding student enrollment. The District's Construction Program will be presented as a Six-Year Plan through the 2026 school year.

Historically, residential development and the need for new school construction, replacement and modernization for existing schools have not necessarily progressed in an orderly and coordinated manner. In the past, the selection of school sites and the construction of schools generally preceded, or closely followed the construction of new homes. In recent years, however, the gap between available school space and current need has increased in many areas as residential growth has accelerated and the permitting and development period for school construction has lengthened. As a result, schools have commonly become overcrowded. With overcrowding, the use of portable classrooms, without the benefit of adequate support facilities, has also increased.

In the past, relief for overcrowded schools has primarily come from local residents who have supported tax levies and bond issues. Voter approval of school levies and bond issues is becoming more difficult as other interests vie for property tax dollars. In addition, many existing residents are questioning the equity of having to pay for the educational facilities of new residents and/or school facilities they believe have not been properly maintained over time. In an effort to overcome the perceived inequity of property tax supported levies and bond issues, school districts have sought conditions upon development activity to provide a share of the local financial support needed for the construction of new school facilities.

This Long-Range Capital Facilities Plan is designed, in part, to support the use of school impact fees as provided for under the 1990 Growth Management Act. Therefore, the Plan consists of: (a) an inventory of existing schools, support facilities and undeveloped properties owned by the Franklin Pierce School District; (b) an enrollment history and a projection of enrollment through a six-year period; (c) an identification of the District's benchmark and current "level of service" with respect to capital facilities; (d) a forecast of the District's need for new construction, replacement, modernization, building maintenance and property management; and, (e) a plan that will finance the proposed construction projects, maintenance and property purchases within projected funding capacities and clearly identified sources of public money for such purposes. This Long-Range Capital Facilities Plan is designed to support implementation of school impact fees authorized by Pierce County. In addition, this Long-Range Capital Facilities Plan will also provide a basis for mitigation under the State Environmental Protection Act (SEPA) or the State Subdivision Act.

The Growth Management Act, which was passed in 1990 and amended in 1991, includes two elements addressing the impacts of development on schools:

- RCW 58.17.110, the State Subdivision Act, was amended to require denial of any plat "unless the . . . county legislative body makes written findings that: (a) appropriate provisions are made for . . . schools and school grounds . . . Dedication of land to any public body, provisions of public improvements to serve the subdivision, and/or impact fees imposed under this act may be required as a condition of subdivision approval . . ."
- RCW 58.17.060 was also amended to require that the same determination be made with regard to short plats.
- Sections 43-48 of the Act specifically authorize the counties and cities to impose impact fees for school facilities upon adoption of a Capital Facilities Plan element and enabling ordinance.

## **SCHOOL DISTRICT DESCRIPTION**

### **INTRODUCTION**

The Franklin Pierce School District is located south of Tacoma and west of Puyallup in unincorporated central Pierce County and includes the areas of Midland, Summit-Waller, Summit View, North Clover Creek Collins, and Parkland. A portion of the District is situated along Highway 512. To the north of the District is Tacoma School District, to the south is Bethel School District; Puyallup School District is to the east and Clover Park lays west of the District.

### **SCHOOL FACILITIES INVENTORY**

Franklin Pierce School District currently has one preschool, eight elementary schools, two middle schools, two comprehensive senior high schools, one alternative high school, and one instructional farm. The District operates basic educational programs under the following general grade-level configurations:

- Preschool including Head Start, ECEAP and District preschool programs housed at the Dr. Frank Hewins Early Learning Center;
- Kindergarten through fifth grades housed in elementary schools;
- Sixth through eighth grades housed in middle schools; and
- Ninth through twelfth grades housed in senior high schools.

### **Site Size**

The elementary school sites range from 7.1 acres at Christensen Elementary to 9.6 acres at Harvard Elementary. A prototypical elementary school design under the state's standard as defined in WAC 392-342-020 requires a well configured site of not less than five acres of usable land, plus one acre for every 100 students – or between 9 and 11 acres for each of the District's existing elementary schools. The breakdown of the District's elementary school site sizes as shown in Table 1 reveals that most of the District's existing elementary school sites are substantially below the state's guidelines resulting in a shortage of available parking and conflicts in traffic patterns at the older schools. This also restricts placement of portables to address growth at all sites.

TABLE 1 INVENTORY OF EXISTING ELEMENTARY SCHOOLS				
School	Site Size (acres)	Permanent Construction (square feet)	Number of Portables	Portable Square Footage
Brookdale Elementary (*)	2.8 (***)	42,909	4	4,462
Central Avenue Elementary (**)	7.6	37,466	3+1 rented	6,266
Christensen Elementary	7.1	33,361	3+2 rented	5,476
Collins Elementary	7.5	52,868	0	0
Elmhurst Elementary	8.75	45,119	3	2,856
Harvard Elementary	9.6	52,868	0	0
James Sales Elementary	3.7 (***)	52,868	0	0
Midland Elementary	8.13	46,272	4	7,168
<b>TOTAL</b>	<b>55.18</b>	<b>363,731</b>	<b>20</b>	<b>26,228</b>

(\*) temporarily located in Old James Sales building while new school is under construction.

(\*\*) temporarily located in Historic Collins building while new school is under construction.

(\*\*\*) 6.5-acre James Sales site will be temporarily shared by Brookdale and James Sales programs during the 2020-2021 school year.

The District's middle school sites average just under 20 acres at each site. The state's minimum standard for middle school sites requires a minimum of 10 usable acres plus one acre for every 100 students – or between 19 and 21 acres for the District's two middle schools. A breakdown of the District's middle school sites is shown in Table 2.

TABLE 2 INVENTORY OF EXISTING MIDDLE SCHOOLS				
School	Site Size (acres)	Permanent Construction (square feet)	Number of Portables	Portable Square Footage
Ford Middle School	19.30	101,214	10	13,410
Keithley Middle School	19.00	100,242	4	5,364
<b>TOTAL</b>	<b>38.30</b>	<b>201,456</b>	<b>14</b>	<b>18,774</b>

The state's minimum site area standard is similar for high schools at 10 usable acres plus one acre for every 100 students – or between 19 and 21 acres each. The District's two comprehensive high schools are in line with the state's minimum size standard. A breakdown of the District's high school sites is shown in Table 3.

<b>TABLE 3 INVENTORY OF EXISTING SENIOR HIGH SCHOOLS</b>				
<b>School</b>	<b>Site Size (acres)</b>	<b>Permanent Construction (square feet)</b>	<b>Number of Portables</b>	<b>Portable Square Footage</b>
Franklin Pierce High School	29.00	174,009	0	0
Washington High School	39.00	154,399	4	7,168
GATES Alternative High School	4.60	7,755	13	12,549
<b>TOTAL</b>	<b>72.60</b>	<b>336,163</b>	<b>17</b>	<b>19,717</b>

### **Facility Size**

Franklin Pierce elementary schools range in size (permanent construction) from 33,361 square feet at Christensen Elementary to 52,868 at the new replacement schools (Collins, Harvard, James Sales). A breakdown of the square footage of the District's elementary schools is shown in Table 1.

Franklin Pierce middle schools consist of Ford Middle School with 101,214 square feet and Keithley Middle School with 100,242 square feet (permanent construction). A breakdown of the square footage of the District's middle schools is shown in Table 2.

Franklin Pierce High School has a total of 174,009 square feet and Washington High School has a total of 154,399 square feet (permanent construction). A breakdown of the square footage of the District's high schools, including the Franklin Pierce District's alternative school, is shown in Table 3.

### **Use of Portables to Supplement Classroom Capacity**

Use of portable classrooms is often seen as an expeditious solution in addressing a need to add classroom space at a school site. These buildings do provide a timely solution to the problem, but extensive use of portables tends to overtax the demands on core components of permanent construction such as gyms, cafeterias, and administration space.

An inventory of the portable classrooms currently in use for instructional purposes at the elementary school level is shown in Table 1. The present elementary school enrollment requires the use of 20 portable structures containing 29 classrooms.

An inventory of the portable structures currently in use for instructional purposes at the middle school level is shown in Table 2. Fourteen portable buildings containing 21 classrooms are required to meet the needs of the middle school enrollment.

There are presently no portables at Franklin Pierce High School. Washington High School has 4 portable buildings onsite containing 8 classrooms. GATES Alternative High School is comprised of 13 portable buildings containing 12 classrooms as shown in Table 3.



Currently, there are a total of 70 portable classrooms used for instructional purposes in the Franklin Pierce School District.

The present elementary school enrollment requires the use of 26,228 square feet of portable classroom space. On the average, the District has 3,278.50 square feet of portable classroom space at each elementary school location.

The present middle school enrollment requires the use of 18,774 square feet of portable classroom space. On the average, the District has 9,387 square feet of portable classroom space at each middle school location.

The present senior high school enrollment requires the use of 19,717 square feet of portable classroom space; however, the alternative high school accounts for 12,549 square feet of this total.

### **Benchmark Level of Service Capacity**

The Growth Management Act (GMA) requires that school districts provide “level of service” or “school capacity” data as a component of their Long-Range Capital Facilities Plan. The GMA was developed, in part, to help ensure that public services, including schools, necessary to support development shall be adequate to serve said development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards. In other words, each public service needs to clearly define their service level so that the service level can be maintained in the face of new development.

In the paragraphs to follow, the “level of service” concept will be defined and related to school facilities. The Space Allocation Model (SAM) will be explained and rationale provided for why that model was used to describe the Franklin Pierce School District’s “level of service.”

**Definition:** In a generic sense, the “level of service” is an indicator of the extent or degree of service provided by each type of capital facility. Level of service is a quantifiable and objective measure, such as gallons of water per customer or acres of park space per capita.

With respect to public schools, the “level of service” is a measure of the school building space provided for the purpose of supporting the instruction of students. Most often, this measure of service is reported as the number of students a school is designed to accommodate (i.e., the Practical Capacity). However, the number of square feet each student is afforded (i.e., Space Allocation) is also used as a measure of service.

School facility and student capacity needs are dictated by the types and amounts of space required to accommodate the District’s adopted educational program. The educational program standards which typically drive facility space need to include grade configuration, optimum facility size, class size, educational program offerings, classroom utilization and scheduling requirements, and the use of portable classroom facilities.

In addition to factors which affect the amount of space required, government mandates and community expectations may affect how classroom space is used. Traditional educational programs offered by school districts are often supplemented by nontraditional or special programs such as special education, bilingual education, remediation, alcohol and drug education, AIDS education, preschool programs, computer labs, music programs, etc. These mandated special or nontraditional educational programs can have a significant impact on the available student capacity of school facilities.

A variation in student capacity between schools is often a result of special or nontraditional programs offered at specific schools. These special programs require classroom space which can reduce the permanent capacity of some of the buildings housing such programs. Some students, for example, leave their regular classroom for a short period of time to receive instruction in these special programs. The District’s newer schools, which are currently under construction, are designed to accommodate many of these programs. However, older

schools often require space modifications to accommodate special programs, and in some circumstances, these modifications may reduce the overall classroom capacities of the buildings.

District educational program standards will undoubtedly change in the future as a result of changes in the program year, special programs, class size mandates, grade span configurations, use of new technology, and other physical aspects of the school facilities. The school space inventory will be reviewed periodically and adjusted for any changes to the educational program standards. These changes will also be reflected in future updates of the Long-Range Capital Facilities Plan.

## **THE SPACE ALLOCATION MODEL**

The Franklin Pierce School District's "level of service" has been defined in terms of the amount of permanent and portable school space that is provided for the instruction of each elementary, middle school and high school student. The Space Allocation Model (SAM) was selected over the Practical Capacity Model (PCM) for several reasons. They are as follows:

- The SAM is a well-established and familiar model. WAC 392-343-035 sets forth four factors that govern the level of state assistance provided to school districts for the funding of new school facilities. One of those factors is a "square foot per student" space allocation (i.e., 90 square feet per student in grades K-6, 117 square feet per student in grades 7 through 8, and 130 square feet per student in grades 9 through 12).
- As spoken to earlier, the space allocation figures set forth in WAC 392-343-035 are only used for the purpose of determining a school district's eligibility for state matching funds. Clearly, those space allowances do not reflect an accurate total of the true space needed to carry out the instructional programs of any particular school district. However, the state's square footage figures are very familiar to anyone associated with new school construction in the state of Washington.
- The SAM is an easier model to calculate. Establishing the practical enrollment capacity of an elementary school is not particularly troublesome. However, trying to accurately assess the practical capacity of a middle or high school is extremely difficult. Teacher planning periods, specialty areas like life skills, music rooms, shop classes, and the Running Start program are just a few examples of the complexities of a secondary school's instructional program.
- The SAM is also a much easier model to explain. The straightforward calculations of the SAM are not difficult to understand, especially to a person who is not totally familiar with the complexities of the instructional programs of school districts.

Even though the Franklin Pierce School District has included the square footage of its portable classrooms as part of their "level of service" calculations, the District seldom considers portables as being ideal instructional space for students and/or staff members. By design, portable classrooms separate their occupants from the rest of a school's student body and/or staff members. In addition, the increased enrollment that portables afford a school often times serve to tax the "core" facilities of the permanent building(s), spaces such as the gymnasium, the library, the restrooms, the main office and the nutrition service facilities.

**Benchmark Calculations.** When Franklin Pierce School District's Long-Range Capital Facilities Plan was initially adopted by the District's Board of Directors on April 12, 1994, the "level of service" calculations were based on 1993-1994 enrollments and facility size figures. As a result, the first "level of service figures have established the benchmark, against which subsequent "level of service" figures will be compared.

### **Space Allowance Calculations**

Calculating the "Site Level of Service" (SLOS) for each grade-level configuration (i.e., elementary, middle school and high school) is a four step process. That process is as follows:

Step 1 The square footage of all permanent school buildings in a specific grade-level configuration + the square footage of all portable school buildings in that same grade-level configuration = the total square footage of all school buildings for that grade-level configuration.

**Therefore;**

**Permanent Space + Portable Space = Total Square Footage**

Step 2 The square footage of all permanent school buildings in a specific grade-level configuration divided by the total square footage of all school buildings in that same grade-level configuration = the percentage of permanent school space for that grade-level configuration.

The square footage of all portable school buildings in a specific grade-level configuration divided by the total square footage of all school buildings in that same grade-level configuration = the percentage of portable school space for that grade-level configuration.

**Therefore;**

**Permanent Space divided by Total Space = Percentage of Permanent Space**

**Portable Space divided by Total Space = Percentage of Portable Space**

Step 3 The total of SLOS of all buildings/the total number of all like schools (elementary, middle, or high school) = the District Level of Service (DLOS) for that category of school.

**Therefore;**

**The sum of SLOS by school category divided by the number of schools in that category = Level of Service for that category of school.**

Step 4 The data calculated in steps 1-3 needs to be compared against the 1993-1994 benchmark. It must also be evaluated considering the current program requirements and regulatory changes for each type of school facility. For example, portables do not provide any of the needed support space (library, multi-purpose rooms, offices, restrooms, etc.). When the district builds new permanent facilities, it includes all such support space for each classroom. Typically, this results in a doubling of the square footage.

In addition, recent class size reduction standards set forth in Initiative 1351 provide for fewer students in each classroom especially at the K-3 grade levels. Since the size of existing classrooms is established in existing facilities, the new standard will necessitate provision of additional classrooms to meet the new density requirements.

TABLE 4 ELEMENTARY LEVEL OF SERVICE					
Elementary Site	Permanent Area (Sq. Ft.)	Portable Area (Sq. Ft.)	Total Elementary Area (Sq. Ft.)	Number of Students (Oct. 2019)	Elementary Site Level of Service (ESLOS)
Brookdale	42,909	4,462	47,371	504	94
Central Avenue	37,466	6,266	43,732	441	99
Christensen	33,361	5,476	38,837	450	86
Collins	52,868	0	52,868	516	102
Elmhurst	45,119	2,856	47,975	392	122
Harvard	52,868	0	52,868	404	131
James Sales	52,868	0	52,868	409	129
Midland	46,272	7,168	53,440	520	103
<b>TOTAL</b>	<b>363,731</b>	<b>26,228</b>	<b>389,959</b>	<b>3636</b>	<b>867</b>

The total of SLOS of all elementary school buildings/the total number of all elementary schools = the District Elementary School Level of Service (DESLOS).

**Therefore;**

**The calculated district elementary school level of service is 867 SLOS/8 elementary schools = 108 square feet per student.**

**The adopted 1993-94 level of service square footage allowance for the Franklin Pierce School District's elementary grades was 103 square feet per student.**

**Permanent Construction = 93%**

**Portable Construction = 7%**

TABLE 5 MIDDLE SCHOOL LEVEL OF SERVICE					
Middle School Site	Permanent Area (Sq. Ft.)	Portable Area (Sq. Ft.)	Total Middle School Area (Sq. Ft.)	Number of Students (Oct. 2019)	Middle School Site Level of Service (MSLOS)
Ford	101,214	13,410	114,624	1,040	110
Keithley	100,242	5,364	105,606	903	117
<b>Total</b>	<b>201,456</b>	<b>18,774</b>	<b>220,230</b>	<b>1943</b>	<b>227</b>

The total of SLOS of all middle school buildings/the total number of all middle schools = the District Middle School Level of Service (DMSLOS).

**Therefore;**

**The calculated district middle school level of service = 227 SLOS/2 middle schools = 114 square feet per student.**

**The adopted 1993-94 level of service square footage allowance for the Franklin Pierce School District's middle school grades was 118 square feet per student.**

**Permanent Construction = 91%**

**Portable Construction = 9%**

**TABLE 6**  
**HIGH SCHOOL LEVEL OF SERVICE**

High School Site	Permanent Area (Sq. Ft.)	Portable Area (Sq. Ft.)	Total High School Area (Sq. Ft.)	Number of Students (Oct. 2019)	High School Site Level of Service (HSLOS)
Franklin Pierce	174,009	0	174,009	1123	155
Washington	154,399	7,168	161,567	970	167
Gates Alternative	7,755	12,549	20,304	101	201
<b>Total</b>	<b>336,163</b>	<b>19,717</b>	<b>355,880</b>	<b>2194</b>	<b>523</b>

The total of SLOS of all high school buildings/the total number of all high schools = the District High School Level of Service (DHSLOS).

**Therefore;**

**The calculated district high school level of service = 523 SLOS/3 high schools = 174 square feet per student.**

**The adopted 1993-94 level of service square footage allowance for the Franklin Pierce School District's high school grades was 132 square feet per student.**

**Permanent Construction = 94%**

**Portable Construction = 6%**

#### **Current Level of Service Capacity**

In the paragraphs to follow, this Long-Range Capital Facilities Plan will compare the October 2019 actual enrollment (i.e., head count) of each Franklin Pierce school facility with the benchmark capacity figures that were developed from our October 1993 enrollment count. In other words, how does the current enrollment capacity of each of our school facilities compare with its benchmark enrollment capacity.

The present enrollment figures expressed have been obtained from the October 2019 P223 Form, which is the District's official enrollment count. The benchmark capacity figures are derived by dividing each school's total space (i.e., permanent space plus portable space) by the benchmark space allowance figure for each grade configuration (i.e., elementary, middle school and high school). If the present enrollment figure is larger than the benchmark capacity figure, then the school is viewed as being over capacity and the difference is reported as a positive (+) number. However, if the present enrollment figure is smaller than the benchmark capacity figure, then the school is viewed as being under capacity and the difference is reported as a negative (-) number.

### Elementary Level

The current levels of service capacity data for the elementary level are found in Table 7. The present enrollment figures range from a high of 520 students at Midland Elementary to a low of 392 students at Elmhurst Elementary.

The benchmark capacity figures range from a high of 519 at Midland Elementary to a low of 377 at Christiansen Elementary. The District's total elementary school benchmark capacity enrollment figure is 3,786.

<b>TABLE 7</b> <b>CURRENT LEVEL OF SERVICE CAPACITY</b> <b>ELEMENTARY LEVEL</b>			
<b>School</b>	<b>Oct. 2019 Enrollment (# of students)</b>	<b>Benchmark Capacity (# of students)</b>	<b>Current Capacity (# of students)</b>
Brookdale Elementary	504	460	+44
Central Avenue Elementary	441	425	+16
Christensen Elementary	450	377	+73
Collins Elementary	516	513	+3
Elmhurst Elementary	392	466	-74
Harvard Elementary	404	513	-109
James Sales Elementary	409	513	-104
Midland Elementary	520	519	+1
<b>Total</b>	<b>3,636</b>	<b>3,786</b>	<b>-150</b>

The current capacity figures, over capacity vs. under capacity, range from +73 students at Christensen Elementary to -109 students at Harvard Elementary. Five of the eight elementary schools have present enrollments that are larger than their benchmark capacities. By this measure, the District's total elementary school enrollment is below its space capacity by 150 students as shown in Table 7. This is due in large measure to the three 52,868 square foot replacement schools placed in service the beginning of the 2020-2021 school year. Each of those schools has a benchmark capacity of 513 students.

**Middle School Level**

The current levels of service capacity data for the middle school level are found in Table 8. The October 2019 enrollment figures for District middle schools indicate 1,943 students in these grades.

<b>TABLE 8 CURRENT LEVEL OF SERVICE CAPACITY MIDDLE SCHOOL LEVEL</b>			
<b>School</b>	<b>Oct. 2019 Enrollment (# of students)</b>	<b>Benchmark Capacity (# of students)</b>	<b>Current Capacity (# of students)</b>
Ford Middle School	1,040	971	+69
Keithley Middle School	903	895	+8
<b>TOTAL</b>	<b>1,943</b>	<b>1,866</b>	<b>+77</b>

The District's total middle school benchmark capacity enrollment figure is 1,866. The District's total middle school enrollment is over the target space capacity by 77 students as shown in Table 8.



## Senior High Level

The current levels of service capacity data from the senior high level are found in Table 9. Enrollment in Washington, Franklin Pierce, and GATES high schools in October of 2019 totaled 2,194 students.

The District's total senior high school benchmark enrollment capacity is 2,696. The District's total senior high school enrollment is below space capacity by 502 students, see Table 9.

<b>TABLE 9 CURRENT LEVEL OF SERVICE CAPACITY HIGH SCHOOL LEVEL</b>			
<b>School</b>	<b>Oct. 2019 Enrollment (# of students)</b>	<b>Benchmark Capacity (# of students)</b>	<b>Current Capacity (# of students)</b>
Franklin Pierce HS	1,123	1318	-195
Washington HS	970	1224	-254
GATES Alternative	101	154	-53
<b>TOTAL</b>	<b>2,194</b>	<b>2,696</b>	<b>-502</b>

## DESCRIPTIONS OF DISTRICT SCHOOLS

This Long-Range Capital Facilities Plan provides the following brief description of each school facility. The descriptions include such items as the date of construction and/or modernization. The descriptions can also include a short explanation of how the school was named. Known plans for replacement or modernization are also annotated.

### **BROOKDALE ELEMENTARY SCHOOL (K-5)**

**611 132nd Street South**

**Tacoma, WA 98444-3599**

Brookdale Elementary was named after Mr. Brookdale, a pioneer in the Parkland area and a partner in the Parkland Land Company, who platted the original "Parkland Townsite." This school, originally constructed in 1957, was identified for replacement as part of the 2016 bond. Construction of the new school started in June of 2020 and is scheduled for completion in November of 2021.

The Brookdale program will be temporarily housed in Historic James Sales Elementary building for the 2020-2021 school year and until December 2021 while the replacement school is being completed on the original Brookdale site. The new 52,868 square foot two-story building is designed to house 513 students and 65 staff members. It will contain 24 general-use classrooms, 2 collaboration spaces, 4 special education classrooms, a music room, library, and a multipurpose room.

**CENTRAL AVENUE ELEMENTARY SCHOOL (K-5)**

**4505 104th Street East**

**Tacoma, WA 98446-5239**

Central Avenue School was originally constructed in 1927 and was considered a separate school district with Edwin Nelson serving as principal and superintendent. In 1949 Central Avenue School District consolidated with Parkland, Midland and Collins school districts, thus creating the Franklin Pierce School District.

Central Avenue was slated to be replaced on the existing site as part of the 2016 bond. Construction of the new school began in July of 2020 and will be completed by November of 2021. The new 52,868 square foot two-story replacement facility is designed to accommodate 513 students and 65 staff members. It will have 24 general-use classrooms, 2 collaboration spaces, 4 special education classrooms, a music room, library, and a multipurpose room.

The Central Avenue educational program will be temporarily housed at the Historic Collins Elementary School site during the 2020-2021 school year and until November 2021 while the new school is being constructed.

**CHRISTENSEN ELEMENTARY SCHOOL (K-5)**

**10232 Barnes Lane**

**Tacoma, WA 98444-2799**

Christensen Elementary School was named after Andrew Christensen, Sr., a 20-year board member in the Midland School District before the consolidation of Parkland, Collins, Midland and Central Avenue school districts. Mr. Christensen retired from the school board in 1955 and was succeeded by his son Andrew Christensen, Jr.

The school was constructed in 1956 and was modernized in 1984. In 1992, four additional classrooms were added along with renovation and asbestos removal. The renovation of the playfield was part of the bond passed in 1989. An additional modernization project was completed in 2000. A covered play shed was added in 2011. A second covered play shed was added in 2018; funded by the 2016 bond. This school has 22 general-use classrooms, 2 kindergarten rooms and 5 other spaces, which include the library, multi-purpose room and stage area. Two single classroom rented portables were placed at the site during the summer of 2020 to address the need for additional space at the school.

Christensen Elementary School has been identified to receive exterior renovations as part of the 2016 bond. This work is scheduled to begin in the summer of 2022.

**HISTORIC COLLINS ELEMENTARY SCHOOL (K-5)**

**4608 128th Street East**

**Tacoma, WA 98446-4399**

Historic Collins School originally housed students in an old "cook shack" in 1906. In 1935, a two-story schoolhouse was constructed. In subsequent years, several additions were constructed including a classroom wing (1955), a second wing (1962), a multi-purpose room (1965), and more classrooms (1993). The building was renovated in 1993, including removal of asbestos. The playfields were renovated in 1994 as part of the bond passed in 1989. A modernization project funded by the 1998 bond was completed in 2001.

Collins School was originally a separate school district and was named after the pioneer Collins family who settled in the area in the late 19th century. This school/district, along with Central Avenue, Parkland and

Midland merged in 1949 to create the Franklin Pierce School District. This school has 16 general-use classrooms, 2 kindergarten rooms and 3 other spaces, which include the library, music room, and multi-purpose room.

Collins School will serve as the temporary home for Central Avenue Elementary throughout the 2020-2021 school year and until November of 2021 while the replacement school is constructed at the Central Avenue site. The District intends to retain the use of Historic Collins School after it is no longer needed by the Central Avenue Elementary program. This facility has been slated as the new home for the District's alternative high school.

**NEW COLLINS ELEMENTARY SCHOOL (K-5)**

**1920 128th Street East**

**Tacoma, WA 98446**

Replacement of Collins Elementary School was identified as part of the 2016 bond construction program. The Collins Elementary School program moved into its new 52,868 square foot two-story building the beginning of the 2020-2021 school year. The new school was constructed at a new site located on the corner of 18<sup>th</sup> Avenue and 128<sup>th</sup> Street. The new building has been designed to accommodate 513 students and 65 staff members. It contains 24 general-use classrooms, 2 collaboration spaces, 4 special education classrooms, a library, a music room, and a multipurpose room.

**ELMHURST ELEMENTARY SCHOOL (K-5)**

**420 133rd Street East**

**Tacoma, WA 98445-1465**

Elmhurst Elementary School was built to house students from the "Mayfair" Development. It originally consisted of two buildings constructed in 1964 and later was expanded with two additional buildings constructed in 1965. In 1992, a four-classroom addition and renovation was completed. This addition was part of the bond which passed in 1989. The playfield was later renovated in 1992. A modernization project was completed in 2002 as part of a 1998 bond. In 2018, a covered play shed and an access control security system were installed as part of the 2016 bond program.

This school has 20 general-use classrooms, 2 kindergarten rooms, 3 special education classrooms and 5 other spaces, which include the library, cafeteria, and multi-purpose room.

**HARVARD ELEMENTARY SCHOOL (K-5)**

**1709 85th Street East**

**Tacoma, WA 98445-4113**

Harvard Elementary was identified to be replaced as part of the 2016 bond. Construction on the new 52,868 square foot two-story replacement building began in the summer of 2019 and the project was completed in time for the 2020-2021 school year. The new school has 24 general-use classrooms, 2 collaboration spaces, 4 special education classrooms, and 3 other spaces including a library, music room, and a multipurpose room.

The new school replaces an older school building which was constructed in 1955. The 1955 building was known to longtime residents as the "new school" since it replaced an older wood-framed building dating from the early 1900s.

**HISTORIC JAMES SALES ELEMENTARY SCHOOL (K-5)**

**11213 Sheridan South**

**Tacoma, WA 98444-4099**

James Sales Elementary School was originally constructed in 1953. This elementary school was named after a Parkland area pioneer, James Sales, the first baby born to a pioneer family in Pierce County. Mr. Sales' descendants have played a major role in the growth of the Parkland community.

The James Sales School had a four-classroom addition in 1993, along with a renovation and asbestos removal as part of the 1989 bond. The fields were also renovated in 1994 as part of the bond. The building was modernized in 2002 as part of the 1998 bond passage.

This school has 19 general-use classrooms, 2 kindergarten rooms and 4 other spaces, which include the library and multi-purpose room.

Historic James Sales was slated for replacement as part of the 2016 bond. A replacement school was constructed on the same site during the 2019-2020 school year. Historic James Sales will be retained until November 2021 to serve as the temporary home for the Brookdale Elementary program while their new school is being constructed.

**NEW JAMES SALES ELEMENTARY SCHOOL (K-5)**

**1301 113<sup>th</sup> Street**

**Tacoma, WA 98444-4099**

James Sales Elementary was identified to be replaced with a new school building as part of the 2016 bond. The new 52,868 square foot two-story building was constructed during the 2019-2020 school year and was completed in August 2020. The new school building contains 24 general-use classrooms, 4 special education classrooms, 2 collaboration spaces, a library, a music room, and a multipurpose room.

The Historic James Sales building will be retained by the District to temporarily house the Brookdale Elementary program until November 2021. It will later be demolished in 2022 to enable completion of the development for the new school.

**MIDLAND ELEMENTARY SCHOOL (K-5)**

**2300 105th Street East**

**Tacoma, WA 98445-5324**

The original Midland School District began in November 1880. The first two-story building was built in 1893. The main building was constructed in 1924, with additions built in 1941 and 1949. An extensive remodeling took place in 1963. In 1990, as part of the 1989 bond, the playfields at this site were renovated and sewer was installed.

The school was demolished in 2001-2002 and a new Midland Elementary was constructed with a capacity of 450 students. The new elementary opened in September 2003. The school has 21 general-use classrooms, 2 kindergarten classrooms, 1 special education classroom and 2 open space areas that include the gymnasium and library. An access control security system and a covered play shed were added in 2018 as part of the 2016 bond.

**FORD MIDDLE SCHOOL (6-8)**

**1602 104th Street East**

**Tacoma, WA 98445-3838**

Ford Middle School was originally constructed in 1958 with an additional building constructed in 1965. This school was the first intermediate school in the Franklin Pierce School District and was named after Morris E. Ford, the first superintendent of the Franklin Pierce School District who passed away in 1958. The two original buildings were modernized in 1983. Some modernization and asbestos removal were performed as part of the 1989 bond in 1993. Also, as part of the bond, the west field was renovated in 1990 and the east field in 1992. A modernization project was completed in 1999 due to a bond passage in 1998. The cafeteria underwent extensive renovation during the 2015-2016 school year funded by the 2012 Capital Projects Levy. The gymnasium was replaced during the 2018-2019 school year funded by the 2016 bond. This school has 36 general-use classrooms, 1 special education classroom and 3 other spaces, which include the library, gym, and cafeteria.

**KEITHLEY MIDDLE SCHOOL (6-8)**

**12324 12th Avenue South**

**Tacoma, WA 98444-3899**

Keithley Middle School is comprised of 7 buildings which were constructed in 1961 and 1 building constructed in 1967. This school was named after Perry G. Keithley, the first principal of Harvard Elementary. Keithley was renovated as part of the 1989 bond in 1991. The fields were renovated in 1993, also part of the 1989 bond. A modernization was completed in 1999 due to a bond passage in 1998. The school's cafeteria was substantially rebuilt in 2014 including the addition of a central kitchen to provide meals for the District's elementary schools. This project was funded by the 2012 Capital Projects Levy. Keithley Middle School has 37 general-use classrooms, 1 special education classroom and 4 other spaces, which include the gym and cafeteria.

**FRANKLIN PIERCE HIGH SCHOOL (9-12)**

**11002 18th Avenue East**

**Tacoma, WA 98445-5200**

Franklin Pierce High School consists of 13 buildings constructed in 1952 and 5 buildings constructed in 1955. The school opened as a new 4-year comprehensive high school and was named after Franklin Pierce, who was the U.S. president when the Washington territory was formed. The school was modernized in 1983. Renovation and asbestos removal were performed in 1993 as part of the 1989 bond. Field renovation was performed in 1993; also, part of the 1989 bond. An auxiliary gym was constructed in 2000 as part of the passage of a bond in 1998. A two-phase modernization project was completed in 2004 as part of the 1998 bond. Artificial turf at the stadium was replaced in 2013 and the track was renovated in 2016. This school has 52 general-use classrooms and 2 other spaces, which include the gym and cafeteria.

A 500-seat performing arts center will be constructed at the school under the 2016 bond program. The bond will also provide funds to renovate the stadium improving the restrooms, concession stands, and replace aging railings in the grandstands. In addition, the bond program also includes renovation of Buildings 1600 and 1700 to create a Science, Technology, Engineering & Math (STEM) facility. These projects are currently in design.

**WASHINGTON HIGH SCHOOL (9-12)**

**12420 Ainsworth South**

**Tacoma, WA 98444-2398**

Washington High School is comprised of 10 permanent buildings constructed in 1969. Modernization and asbestos removal were performed in 1991 as part of the 1989 bond. Also, as part of the bond, the south field was renovated in 1991. The football field and track were renovated in 1995 as part of the last phase of the 1989 bond. An auxiliary gym was constructed in 1999 with funds from the 1998 bond. A modernization project was completed in 2005 as part of the 1998 bond passage. The track was re-surfaced in 2015. Construction of a new STEM laboratory addition was completed in 2019 as part of the 2016 bond program. It consisted of an addition to Building 900, plus renovation of Building 900 and portions of Building 600. The project provides a state-of-the-art learning environment for the instruction of mathematics, physical sciences, and engineering disciplines. This school has 50 general-use classrooms and 2 other spaces, which include the gym and cafeteria.

**GATES ALTERNATIVE HIGH SCHOOL (9-12)**

**813 132nd Street South**

**Tacoma, WA 98444-3532**

GATES High School is an acronym for "Greater Alternatives to Educating Students." This school opened in 1978 in a remodeled garage and portable classroom. Ten years later, a larger campus was created a block west with more portables and a new administration building. Additional portables were put on the site in 1982, 1983 and 1984. This school has 12 portable buildings used for instructional purposes and 1 used as offices. A gymnasium and two-classroom addition were built in 2004 as part of the 1998 bond.

**AGRICULTURAL RESOURCE CENTER (THE FARM)**

**9516 Waller Road East**

**Tacoma, WA 98446-2432**

This site provides District students with hands-on learning opportunities in agriculture, nutrition, and environmental science. The facility also provides spaces for community gardening and small group meetings. The District is currently in the process of designing a STEM instructional facility to replace the existing 2,105 square foot portable which serves to house classroom instructional activities. Barns, greenhouses, produce washing stations, and a farmhouse are also situated on this 9.7-acre site.

**DR. FRANK HEWINS EARLY LEARNING CENTER (ELC)**

**12223 "A" Street**

**Tacoma, WA 98444**

The original Parkland United Methodist Church was acquired by the District in 2014 with the goal of repurposing the structure to become the home of the District's consolidated preschool program. The 20,478 square foot building was extensively modernized and renovated in 2015. The new facility opened in the fall of 2015 to house the District's Head Start, Early Childhood Education and Assistance Program (ECEAP), and community preschool programs.

The structure sits on 1.8 acres of ground. Acquisition of the property and the extensive renovation of the building were funded by a \$2 million direct appropriation by the state legislature, plus sale of non-voted debt bonds secured by funding from the 2012 Capital Projects Levy. In 2017, the District acquired additional land to expand the parking area at the school. Development and paving of the expanded parking area were

completed in 2018. During that same year, this facility was dedicated to Dr. Frank Hewins who served as superintendent of Franklin Pierce Schools from 2007 through 2018.

In 2017, the District received a legislative appropriation to design a 7,950 square foot two-story six-classroom addition for the ELC. Construction of the addition was completed in 2020 to be ready for the 2020-2021 school year.

## **DESCRIPTIONS OF EXISTING SUPPORT FACILITIES AND PROPERTIES**

### **JO ANNE MATSON ADMINISTRATION COMPLEX**

The Jo Anne Matson Administration Complex is located on 1.5 acres with 10,372 square feet of office space. Named after Jo Anne Matson who served on the Franklin Pierce Board of Directors for thirty-nine years, this facility houses the Franklin Pierce School District administrators and staff. The specific departments located at this site are District administration, K-12 education, teaching and learning, human resources, business services, learning support services, athletics, and student assistance.

### **SUPPORT SERVICES/NUTRITION SERVICES/PURCHASING/FACILITIES/INFORMATION TECHNOLOGY**

This 2.5-acre site houses the offices for the maintenance/custodial, nutrition services, facilities/purchasing and information technology departments. Along with the office, there is an electrical shop, maintenance shop, 4 warehouses and nutrition service freezers/coolers. A new office building was completed in 1999 as part of the 1998 bond.

### **TRANSPORTATION COMPLEX**

This complex houses the District bus fleet and is located adjacent to Franklin Pierce High School. There is a total of 1.8 acres with 2 structures consisting of offices/repair shop and a vehicle washing station. A new office addition was completed in 2000 as part of the 1998 bond.

The District looks to eventually relocate the transportation complex to another location in order to incorporate the existing site as part of Franklin Pierce High School.

### **EXISTING UNDEVELOPED PROPERTIES**

The Franklin Pierce School District currently has a number of small undeveloped sites. The largest of these is a 5-acre site between Washington High School and Keithley Middle School. It is anticipated that this site will eventually be used as an athletic field complex for overflow sports activities. The District has initiated development of a master plan for this property to ensure that plans for future development are coordinated.

## FORECAST OF FUTURE NEEDS

### INTRODUCTION

To better understand and appreciate the degree of the enrollment changes taking place in Franklin Pierce Schools, we will examine: (a) the District's student enrollment history over the past six years, and (b) most importantly, the District's enrollment projections through the 2025-2026 school year. A series of tables have been prepared to effectively display the District's enrollment data over this period.

Based on the 1993-1994 "level of service" benchmark space allowance calculations, we will also examine the District's general need for additional space.

### STUDENT ENROLLMENT TRENDS

#### Six-Year Enrollment Trends

Over the past six school years, the District's elementary school enrollment has shown moderate growth from year to year. Detailed elementary enrollment history is shown in Table 10.

TABLE 10 ELEMENTARY ENROLLMENT HISTORY						
Grade	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
K	633	600	616	585	624	575
1	621	612	619	629	605	630
2	617	641	599	614	611	592
3	608	621	627	625	622	593
4	547	632	658	651	628	640
5	546	560	621	672	643	606
<b>Totals</b>	<b>3,572</b>	<b>3,666</b>	<b>3,740</b>	<b>3,776</b>	<b>3,733</b>	<b>3,636</b>

The District has seen solid growth in middle school enrollment over the past six years. Detailed middle school enrollment history is shown in Table 11.

TABLE 11 MIDDLE SCHOOL ENROLLMENT HISTORY						
Grade	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
6	547	551	551	643	644	640
7	539	558	567	560	638	653
8	544	543	567	531	589	650
<b>Totals</b>	<b>1,630</b>	<b>1,652</b>	<b>1,685</b>	<b>1,734</b>	<b>1,871</b>	<b>1,943</b>



Over the past six school years, the District's high school enrollment has remained relatively level, with the exception of the last two school years, which experienced a noticeable drop in the October count. Detailed high school enrollment history is shown in Table 12.

TABLE 12 HIGH SCHOOL ENROLLMENT HISTORY						
Grade	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
9	585	582	558	584	545	572
10	591	590	603	561	567	542
11	585	576	600	582	549	547
12	595	597	585	604	583	533
<b>Totals</b>	<b>2,356</b>	<b>2,345</b>	<b>2,346</b>	<b>2,331</b>	<b>2,244</b>	<b>2,194</b>

### **Six-Year Enrollment Projections**

The accuracy of school enrollment projections obviously diminishes year-by-year from the time the projections are first made. Therefore, some degree of care needs to be taken in interpreting any enrollment forecasting data.

Enrollment projections are derived by using two primary factors to project enrollments for the Franklin Pierce School District.

First, historical enrollment statistics from the District were employed. Specifically, the most current year's enrollments were studied, along with the enrollment progression from grade-to-grade for the last six school years. Enrollment projections for 2020-2021 reflect the District's budgeted projection for this school year.

Second, proposed future developments for single-family and multi-family housing are considered in the projections. The recession which began in 2007 effectively stopped submittals for large subdivisions or complexes within the District for several years. However, some revival in new construction has been evident in recent years with new projects starting on previously permitted subdivisions and some general in-fill taking advantage of vacant lots in established neighborhoods. The development of 42 new homes in the Brookdale catchment area in the last several years is an example of recent increases in residential development. The proposed redevelopment of the Brookdale golf course could also have significant impact (182 homes) on enrollment counts in the next six years.

Recent trends in the market indicate a significant influx of new residents to Pierce County as people from King County and elsewhere seek less expensive housing costs in this area. It seems likely that this significant increase to the local population will result in more students in District schools.

In summary, the enrollment projections through the 2025-2026 school year are calculations which estimate each successive year's enrollment by incorporating prior year's data, proposed housing developments and cohort survival factors. These numbers are based upon projections from a demographic study performed by FLO Analytics in 2020.

### ELEMENTARY ENROLLMENT PROJECTIONS

Enrollment in the District's elementary schools is projected to increase moderately over the six-year period. In addition to the expected growth, additional classrooms will also be required with the implementation of changes in program standards such as class size reduction and the trend towards small group instructional activities. Detailed elementary enrollment projections are shown in Table 13.

TABLE 13 ELEMENTARY ENROLLMENT PROJECTIONS						
Grade	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
K	596	576	564	587	597	599
1	593	617	596	584	608	621
2	624	588	613	592	579	604
3	594	627	593	617	595	584
4	598	615	650	613	638	617
5	645	605	621	657	620	646
<b>Totals</b>	<b>3,650</b>	<b>3,628</b>	<b>3,637</b>	<b>3,650</b>	<b>3,637</b>	<b>3,671</b>

### MIDDLE SCHOOL ENROLLMENT PROJECTIONS

Over the next six-year period, middle school student enrollment is expected to increase at a steady pace commensurate with the increase expected in the "feeder" elementary schools. Detailed middle school enrollment projections are shown in Table 14.

TABLE 14 MIDDLE SCHOOL ENROLLMENT PROJECTIONS						
Grade	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
6	608	642	603	618	655	617
7	658	620	657	616	632	669
8	648	650	613	651	611	626
<b>Totals</b>	<b>1,914</b>	<b>1,912</b>	<b>1,873</b>	<b>1,885</b>	<b>1,898</b>	<b>1,912</b>

## HIGH SCHOOL ENROLLMENT PROJECTIONS

High school student enrollment is expected to remain relatively steady over the next six years characterized by moderate growth. Detailed high school enrollment projections are shown in Table 15.

TABLE 15 HIGH SCHOOL ENROLLMENT PROJECTIONS						
Grade	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
9	662	671	673	635	674	635
10	559	652	662	664	627	665
11	558	571	667	678	680	640
12	498	492	504	588	600	600
<b>Totals</b>	<b>2,277</b>	<b>2,386</b>	<b>2,506</b>	<b>2,565</b>	<b>2,581</b>	<b>2,540</b>

## FUTURE CAPITAL FACILITY NEEDS

### SCHOOL SPACE NEEDS

The following illustrates the projected demands on existing facilities given the enrollment projections for the next six years and the District's benchmark "level of service" space allowance for the Elementary Level at 103 square feet per student, the Middle School Level at 118 square feet per student and the Senior High Level at 132 square feet per student.

#### Elementary School Level

Presently, the District is providing 363,731 square feet of permanent school space and 26,228 square feet of portable classroom space at 8 separate elementary school locations to support the instruction of 3,636 elementary students, see Table 4. These schools were designed to house 3,786 students resulting in present additional capacity of 150 students, see Table 7.

The District's elementary schools are situated on a total of 55.18 acres of land or about 6.9 acres per school site. State guidelines for elementary schools require a minimum of five acres per site plus one acre per every 100 students. This indicates that the collective area for the District's elementary schools should be  $(8 \times 5) + (3,636/100) = 76.4$  acres – a shortfall of about 21 acres (based upon 2019-2020 student counts).

#### Middle School Level

Presently, the District is providing 201,456 square feet of permanent school space and 18,774 square feet of portable classroom space at 2 separate middle school locations to support the instruction of 1,943 middle school students, see Table 5. The adopted "level of service" for middle school students is 118 square feet per student. These schools were designed for a student capacity of 1,866 students resulting in a current overload of 77 students, see Table 8.

The District's middle schools are located on a total of 38.3 acres of land. State guidelines for middle schools require 10 acres per school site plus one acre for every 100 students. This indicates that the collective area for our middle schools should be  $(2 \times 10) + (1,943/100) = 39.43$  acres. By this measure, the land area for the District's middle schools is adequate for existing and near-term needs.

### **Senior High School Level**

Presently, the District is providing 336,163 square feet of permanent school space and 19,717 square feet of portable classroom space at 2 separate high school locations and 1 alternative high school, to support the instruction of 2,194 senior high school students, see Table 6. The adopted "level of service" for senior high students is 132 square feet per student. These schools were designed to house 2,696 students resulting in current reserve capacity of 502 students, see Table 9. If the growth projections are accurate, there will be 2,540 students in District high schools by the 2025-2026 school year resulting in a reserve capacity of 156 with a resultant "level of service" of 140 square feet per student. It should be noted that this is only an overall measure of capacity based solely upon student counts and area. The effects of increased requirements for special programs is not factored into this measure.

The District's high schools are sited on a total of 72.6 acres of land. State guidelines for high schools require a minimum of 10 acres of usable land per school plus one acre for every 100 students. This indicates that the collective area for the District's high schools should be  $(3 \times 10) + (2,194/100) = 51.94$  acres. By this measure, the land area for the District's high schools seems to be adequate for existing and near-term needs. However, it should be noted that a significant portion of the land area at Washington High School is not usable as it is reserved as a wetland. It should also be noted that current standards for new high schools in this area require a minimum of 40 acres of usable land for a new high school. By this standard, the District's high schools should be sited on a total of 120 acres at a minimum.

TABLE 16 SINGLE-FAMILY FEE CALCULATION					
SITE ACQUISITION COSTS (A)	COST PER ACRE	NUMBER OF ACRES	NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary School	\$200,000.00	10	500	0.316	\$1,264.00
Middle School	\$200,000.00	20	1,000	0.157	\$628.00
High School	\$200,000.00	40	1,200	0.129	\$860.00
<b>Total</b>					<b>\$2,752.00</b>
CONSTRUCTION COSTS (B)	FACILITY COST	% of PERMANENT SQ. FT	NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary School	\$35,000,000.00	93	500	0.316	\$20,571.60
Middle School	\$90,000,000.00	91	1,000	0.157	\$12,858.30
High School	\$140,000,000.00	94	1,200	0.129	\$14,147.00
<b>Total</b>					<b>\$47,576.90</b>
TEMPORARY FACILITY COSTS (C)	PURCHASING COST	% of PERMANENT SQ. FT	CLASSROOM SQ. FT	STUDENT FACTOR	TOTAL COST
Elementary School	\$250,000.00	7	890	0.316	\$6.21
Middle School	\$250,000.00	9	890	0.157	\$3.97
High School	\$250,000.00	6	890	0.129	\$2.17
<b>Total</b>					<b>\$12.36</b>
STATE MATCHING CREDIT (D)	BOECKH INDEX	SQ. FT PER STUDENT	STATE MATCH %	STUDENT FACTOR	TOTAL COST
Elementary School	\$238.22	90	71.26	0.316	\$4,827.85
Middle School	\$238.22	117	71.26	0.157	\$3,118.24
High School	\$238.22	130	71.26	0.129	\$2,846.80
<b>Total</b>					<b>\$10,792.89</b>
TAX PAYMENT CREDIT (E)	PRESENT VALUE FACTOR	BOND LEVY RATE	ASSESSED VALUE (AV.)		TOTAL CREDIT
TAX PAYMENT CREDIT (TC)	9.835463	0.00194	\$373,347.00		<b>\$7,123.76</b>
NET COST (A+B+C-D-E)					\$32,424.61
PROGRAM DISCOUNT (50%)					\$16,212.30
<b>NET IMPACT FEE PER UNIT</b>					<b>\$16,212.30</b>

TABLE 17 MULTI-FAMILY FEE CALCULATION					
SITE ACQUISITION COSTS (A)	COST PER ACRE	NUMBER OF ACRES	NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary School	\$200,000.00	10	500	0.122	\$488.00
Middle School	\$200,000.00	20	1,000	0.059	\$236.00
High School	\$200,000.00	40	1,200	0.071	\$473.33
<b>Total</b>					<b>\$1,197.33</b>
CONSTRUCTION COSTS (B)	FACILITY COST	% of PERMANENT SQ. FT	NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary School	\$35,000,000.00	93	500	0.122	\$7,942.20
Middle School	\$90,000,000.00	91	1,000	0.059	\$4,832.10
High School	\$140,000,000.00	94	1,200	0.071	\$7,786.33
<b>Total</b>					<b>\$20,560.63</b>
TEMPORARY FACILITY COSTS (C)	PURCHASING COST	% of PERMANENT SQ. FT	CLASSROOM SQ. FT	STUDENT FACTOR	TOTAL COST
Elementary School	\$250,000.00	7	890	0.122	\$2.40
Middle School	\$250,000.00	9	890	0.059	\$1.49
High School	\$250,000.00	6	890	0.071	\$1.20
<b>Total</b>					<b>\$5.09</b>
STATE MATCHING CREDIT (D)	BOECKH INDEX	SQ. FT PER STUDENT	STATE MATCH	STUDENT FACTOR	TOTAL COST
Elementary School	\$238.22	90	71.26	0.122	\$1,925.12
Middle School	\$238.22	117	71.26	0.059	\$1,210.30
High School	\$238.22	130	71.26	0.071	\$1,618.30
<b>Total</b>					<b>\$4,753.72</b>
TAX PAYMENT CREDIT (E)	PRESENT VALUE FACTOR	BOND LEVY RATE	ASSESSED VALUE (AV.)		TOTAL CREDIT
TAX PAYMENT CREDIT (TC)	9.835463	0.00194	\$378,539.00		<b>\$7,222.83</b>
NET COST (A+B+C-D-E)					\$9,786.51
PROGRAM DISCOUNT (50%)					\$4,893.25
<b>NET IMPACT FEE PER UNIT</b>					<b>\$4,893.25</b>

## **THE COST OF NEW CONSTRUCTION**

### **Schools**

A number of factors influence the total cost and, specifically, the local share of any new school construction project. Even within the same school district, two identical schools constructed at the same time will likely not be constructed for the same cost. The major factors that impact the cost of new school construction are as follows:

1. The per acre cost of school sites will vary considerably from district to district. In general, the more urban a district tends to be, the costlier the school sites. Rural sites are increasingly expensive to develop due to wetland restrictions in this area of the county.
2. The acreage of available property will not always match the preferred school site sizes.
3. The proximity of needed utilities (i.e., water, sewer, electricity, etc.) and roadways to a new school site is oftentimes a significant cost variable.
4. As mentioned earlier, the nature of the instructional programs housed in school facilities drastically impacts the cost of those facilities. The square foot cost of senior high schools is almost always higher than elementary and middle schools. The square footage costs of middle schools are usually higher than elementary schools. Specialized facilities for vocational, STEM, and special education programs can also increase construction costs.
5. The posture of the local governmental planning agencies (i.e., Pierce County) will affect such items as off-site street improvements, vehicle queuing, landscaping, street signaling and signage, etc.
6. The bidding climate at the time a new school project comes online is terribly important. Normally, the less construction work available, the more competitive the general contractors become and vice versa.
7. The experience and competence of the lowest bidding general contractor and their major subcontractors can also impact the final cost of any new school project.
8. The state's matching percentage as determined in accordance with the formula set forth in RCW 28A.525.166 establishes the relationship between the local and state funding of any new school construction project.
9. The enrollment projection provisions of the state's space allocations determine just how much area of a new school facility will be eligible for state matching funds. Building a new school (i.e., elementary, middle school, or senior high) without full "unhoused" eligibility increases the amount of local funds that have to be spent on a project.
10. The state's area cost allowance (i.e., Boeckh Index) also impacts the level of state financial assistance as outlined in WAC 392-343-060.

## THE DISTRICT'S FINANCE PLAN

### **FUNDING SOURCES**

The Washington State Constitution mandates educational opportunity for all children in Article IX Section 1:

*"It is the paramount duty of the State to make ample provision for the education of all children residing within its borders, without distinction or preference on account of race, color, caste or sex."*

Court cases have subsequently determined that the legislature is responsible for "full funding of basic education" and the Office of the Superintendent of Public Instruction has been assigned overall responsibility for assuring the operations of public education for grades K through 12. The state provides the funds for the basic education through a formula based on student enrollment and special student need. Capital needs for the school district are addressed separately.

School districts utilize budgets consisting of several discrete funds, however, for the most part, the capital needs of any school system are addressed with the Capital Projects Fund and the Debt Service Fund.

The Capital Projects Fund is used for purposes such as: (a) to finance the purchase and development of school sites; (b) the construction of new facilities and the modernization of existing facilities; and (c) the purchase of initial equipment, library books and textbooks for new facilities. Revenues accruing to the Capital Project Fund come primarily from bond sale proceeds, capital levy collections and state matching funds. However, revenues from the General Fund, the sale of property and contributions can also be accrued to the Capital Projects Fund. Under the authority of the Growth Management Act (GMA) and an Impact Fee Ordinance, which became effective January 1, 1997, fees will be collected and deposited into the Capital Projects Fund through the County Treasurer's Office.

The Debt Service Fund is used as a mechanism to pay for bonds. When a bond issue passes, a school district sells bonds which have a face value and an interest rate. Local property taxes are adjusted to provide the funds necessary to meet the approved periodic payments on sold bonds. The proceeds from the taxes collected for this purpose are deposited in the Debt Service Fund and drawn out for payments at the appropriate times.

As noted earlier, school districts receive funds for capital program purposes from a variety of sources. Those sources are described as follows:

### **Bonds**

Bonds are financial instruments having a face value and an interest rate which is determined at the time and by the conditions of sale. Bonds are backed by the "full faith and credit" of the issuing government and must be paid from proceeds derived from a specific increase in the property taxes for that purpose. The increase in the taxes results in an "excess levy" of taxes beyond the constitutional limit, so the bonds must be approved by a vote of the people in the jurisdiction issuing them. The total of outstanding bonds issued by the jurisdiction may not exceed five percent of the assessed value of property within that jurisdiction at the time of issuance.

Bonds are multi-year financial instruments, generally issued for 20, 25 or 30 years. Because of their long-lasting impact, they require both an extraordinary plurality of votes and a specific minimum number of voters for ratification. The positive votes must equal or exceed 60 percent of the total votes cast. The total number of voters must equal or exceed 40 percent of the total number of voters in the last general election.

Proceeds from bond sales are limited by bond covenants and must be used for the purposes for which the bonds are issued. They cannot be converted to a non-capital or operating purpose. The life of the improvement resulting from the bonds must meet or exceed the term of the bonds themselves.



## Levies

School Boards can submit levy requests to the voters of a district. They too are measures which may raise the property tax rate beyond the constitutional limits. Levy approval differs from the approval requirements for bonds. The minimum necessary plurality is still calculated to equal or exceed 50 percent of the total ballots cast.

The Secretary of State issues a schedule of approved election dates each year. The first time around, the School Board must place its proposed measures on one of those dates. If the measure fails at the first election, the Board can re-submit it to the voters after a minimum period of 45 days and on any date they choose. If the measure fails for a second time during a calendar year (a double levy loss) it cannot be re-submitted again during that year.

**Capital Levies** differ from bonds in that they do not result in the issuance of a financial instrument and, therefore, do not affect the "bonded indebtedness" of a district. The method of financing is an increase in property tax rates to produce a voter-approved dollar amount. The amount generated from the capital levy is then available to the district in the approved year. The actual levy rate itself is determined by dividing the number of dollars approved by the assessed valuation of the total school district at the time the taxes are set by the county council.

While a typical period for capital levies is one or two years, they can be approved for up to a six-year period at one election. The amounts to be collected are identified for each year separately and the tax rates set for each individual year. Like bond issues, capital levies must be used for the specified purpose for which they were passed. They may not be transferred to operating cost needs.

## Miscellaneous Sources

Other minor sources of funding include grants, bequests, proceeds from sales of property and the like. They are usually a small part of the total financing package.

## State Matching Funds

The state of Washington has a Common School Capital Construction Fund. The State Board of Education is responsible for administration of the funds and establishes matching ratios on an annual basis. The Office of the Superintendent of Public Instruction (OSPI), on behalf of the state board, calculates the current matching ratio for state support for the Franklin Pierce School District.

The base to which the percent is applied is the cost of construction as determined by the Boeckh Index, which is a nationally recognized index of construction costs for categories of buildings. The Boeckh Index for school construction costs is based on an allowance per square foot. The calculation for determining state matching support can be expressed as:

$$A \times B \times C = D$$

where

A = eligible area (determined by student OSPI square foot factors)

B = the Boeckh Index (in dollars per square foot)

C = the school district's matching percentage rate, and

D = the amount of state fiscal assistance to which the district will be entitled

Qualification for state matching funds involves an application process. Districts may submit information for consideration by the State Board of Education, which meets once every two months during the calendar year. Once approved, a district qualifies for matching funds in a sequence which recognizes the existing approvals

of previous submittals. Failure of a school district to proceed with a project in a timely manner can result in the loss of a district's "place in line."

Funds for the state match come from the Common School Construction Fund using revenues accruing predominantly from the sale of renewable resources, primarily timber, from state school lands set aside by the Enabling Act of 1889. If the sources are insufficient to meet current needs, the legislature can appropriate additional funds or the State Board of Education can establish a moratorium on certain projects (Chapter 180, Sections 25-33 of the Washington Administrative Code).

Market demand for timber and wood products has been declining over the past decade, resulting in a substantial decrease in state matching revenues. Efforts in the state legislature to supplement timber-generated revenues with general fund moneys have been only partially successful. As noted in WAC 180-27-057, in the event that state matching moneys are not available to fund a specific school project, then school districts may proceed at their own financial risk. At such time state moneys do become available, reimbursement will be made to the district for the state's share of said school project.

## **FINANCIAL PLAN**

Franklin Pierce School District was successful in passing a \$157 million capital construction bond in November of 2016 to fund construction of a prioritized list of much needed capital projects. Repayment of this bond is provided for by general obligation assessments to properties within the District. The District is also eligible for limited state matching funds for a couple of the bond projects which will add to the funds available for construction. In addition, the District will also use impact fees from new residential construction to address capacity challenges in our schools.

### **Assessed Valuation**

The assessed valuation of the school district is the total value of the real property -- land and improvements including buildings -- within the district boundaries. The assessed value is set by the County Assessor and serves as the base to which property tax rates are applied. The increase in value of the total assessment for the county cannot exceed an amount equal to 106 percent of the prior year's total value plus the value of new construction during that period. The total is increased by inflation or increased market value for existing properties.

Excess levy rates are imposed to generate a specific dollar amount, so they may vary from year to year. The higher the assessed valuation, the lower the rate needed to generate the necessary dollar amount.

### **Mitigation/Impact Fees**

According to RCW 82.02.050, the definition of an impact fees is ". . . a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. 'Impact fee' does not include a reasonable permit or application fee."

Mitigation or impact fees can be calculated on the basis of "unhoused student need" or "the maintenance of a district's level of service" as related to new residential development. A determination of insufficient existing permanent and/or portable school space allows a district to seek imposition of mitigation or impact fees. The amounts to be charged are then calculated based on the costs for providing the space and the projected number of students in each residential unit. A district's school board must first approve the application of the mitigation or impact fees and, in turn, approval must then be granted by the other general government jurisdictions having responsibility within the district -- counties, cities and towns. In the Franklin Pierce School

District, the only general government's jurisdiction is the county of Pierce. Furthermore, developers may contribute properties which will have value to a district. In such cases, the developer is entitled to a credit for the actual cost of the provided property. This credit can reduce or eliminate the mitigation or impact fee that would have been chargeable under the mitigation/impact fee calculation.



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** 2020-2023 Franklin Pierce Education Association Collective Bargaining Agreement

### **BACKGROUND INFORMATION**

Franklin Pierce Education Association (FPEA) and Franklin Pierce Schools have reached a tentative agreement regarding the FPEA Collective Bargaining Agreement for the years 2020-2023. A link to the prior [FPEA Collective Bargaining Agreement](#), a bargaining highlights document, and a master document of all tentative agreements reached during our recent negotiations are attached for your review.

### **RECOMMENDATION**

I move that the Board of Directors approve the 2020-2023 Franklin Pierce Education Association Collective Bargaining Agreement as presented.

### **ACTION REQUIRED**

## **August 2020 FPEA Bargaining Highlights**

### **Article 3 – Rights –**

Amended language to reflect current practice of providing membership information monthly.

### **Article 8 – Working Conditions –**

Incorporated 7/13/2019 MOU regarding work hours at the ELC suited to their unique schedule.

Aligned middle school planning time with high school planning time of 50 minutes per day to reflect the move from a double plan to a single plan schedule at the middle schools.

Increased elementary planning time from 40 to 45 minutes, no less than 300 minutes per week.

Established Navigation training and collaboration would take place annually during PRAD week.

Made allowances for more targeted professional development opportunities for some staff through Time Responsibility Incentive (TRI). Established timelines for professional development and evening event calendars to be published to staff.

Increased special education TRI stipends from \$1,500 to \$1,750 per year.

Added audiologist to the list of Education Staff Associates (ESA) that can receive a National Board equivalent stipend and established a list of certifications that qualifies for this bonus by position. Also added the poverty bonus to National Board certified teachers at the ELC.

Added release time or per diem pay for teachers required to enter WA Kids data in September.

### **Article 9 – Equipment, Materials, Technology and Required Certification (retitled) –**

ESAs are now guaranteed a workspace, secure storage, and a place to meet with students.

The district will provide training to all staff whose position requires CPR certification.

### **Article 11A – Evaluation of Non-Provisional (Non-TPEP) Employees –**

Removed outdated transition language. Identified a rubric for librarians and corresponding standards has been added to the Appendices.

Changed the length of time between long-form evaluations to six years to align with a change in Teacher/Principal Evaluation Program (TPEP) regulations. Changed the date to request long-form from September 15 to December 15.

Changed language related to moving from long-form to short-form to state satisfactory evaluations not just employment with district.

### **Article 11B – Teacher/Principals Evaluation Program – TPEP –**

Removed outdated transition language.

Changed the length of time between comprehensive evaluations to six years to align with a change in TPEP regulations. Changed the date to request long-form from September 15 to December 15.

### **Article 17 – Employee Staff Reduction –**

Completely revised this article to align with new certification standards, updated program needs, and methods to ensure the least amount of staff would be reduced to meet reductions needs and honors seniority earned while balancing certification requirements for positions.

## **Article 19 – Safe Working Conditions –**

Added a section for Infection Disease Outbreak (per 7/31/2019 MOU)

Amended harassment language to align with the changes in Article 21 described below.

## **Article 21 – Student Behavior Protocols & Discipline (retitled) –**

Combined current contract language with a robust WEA-based proposal to create comprehensive language regarding student behavior, student rights, staff rights, and common sense. Outlines transparent processes and protocols that buildings will use to handle behavioral and discipline issues and staff concerns.

## **Article 21 – Class Load –**

Changes the elementary specialist class load to a per session number instead of a per day number. Specialists are now eligible for a portion of overload remedies.

Middle school class loads were aligned with high school class loads to reflect their movement from a double plan to a single plan schedule.

Special education class/case loads were pulled from other areas and put into a chart.

Cleaned up the options for remedies to reflect current practice and eliminated the requirement of meeting with the deputy superintendent to receive remedies; the teacher chooses the remedy or work with their principal if the remedies listed don't meet their needs.

## **Article 26 – Salary Schedules and Guidelines –**

Added language that allows experience credits from the school setting for occupational therapist, physical therapist, audiologist, and speech language pathologist positions for staff that may have worked in schools as a contractor previously.

Increase the rate of pay for substitutes from \$132 to \$145 per day to reflect current rates. Added re-opener language for substitute rates in the 2021-2022 school year following data review.

Added a provision to put long-term substitutes that are in the same position for a semester or more onto the salary schedule and SEBB benefits.

Added a \$500 annual stipend for Dual Language teachers.

## **Article 27 – Professional Growth –**

Established that PRAD and grade level/content meeting topics will be published at least four weeks prior to the date of the meeting.

## **Article 31 – Classroom Coverage –**

Added language to coincide with the substitute rates re-opener to discuss class coverage pay.

Established that building leadership teams shall create a coverage plan and publish it at the building level that includes contingencies for when paras are absent.

Specialists may now earn a pro rata amount if impacted by classroom coverage scenarios.

## **Article 34 – Travel and Reimbursement –**

Staff can access reimbursement for food, lodging, and mileage if they are responsible for student supervision on a trip and follow reimbursement procedures.

#### **Article 35 – Health and Salary Insurance Contributions –**

Language revised to reflect new SEBB rules and regulations as agreed in an 11/20/2019 MOU.

Removed Healthcare Committee language as it is not needed under SEBB.

#### **Article 39 – Illness, Injury and Emergency Leave –**

Added mental health to the list of acceptable reasons for use of sick leave.

Removed outdated Leave Sharing language and inserted a link to current district Board policy.

#### **Article 40 – Family and Medical Leave –**

Added language reflecting Washington’s Paid Family and Medical Leave (PFML).

#### **Article 41 – Parental / Adoptive Leave –**

Added language linked to RCW43.10.005 regarding lactation/expression of milk.

#### **Article 44 – Personal Leave –**

Increased the number of days that may be accumulated from four to five.

Increased the number of days that may be cashed out annually from two to three.

#### **Appendix A – Salary Schedule –**

2020-21: 1.6% increase, 2 of 5 evening events are required, 2 PRAD days will be non-workdays.

2021-22: Implicit Price Deflator (IPD), if funded by the state, plus 0.5%

2022-23: IPD, if funded by the state, plus 0.5%

District directed re-opener language if a reduction on state funding occurs.

#### **Term – 3 years –**

Re-openers for 504 stipend compensation, substitute wages, and class coverage at the end of 2020-21 for changes to be effective in 2021-22.

General clean-up and renumbering as needed based on changes made throughout the document.

**Master Document of all Tentative Agreements  
Reached in 2020 FPEA/FPSD Bargaining**

**August 17, 2020**

*This tentative agreement document lists all tentative agreements reached by and between the Franklin Pierce Education Association and the Franklin Pierce School District in bargaining for a successor collective bargaining agreement to the 2016-2020 agreement. The tentative agreements on the following proposals include underlines for new contract language, strike-throughs for removed language, and explanatory notations where necessary to convey the intent of the parties. For purposes of efficiency of response, the District has assumed any language referenced as current contract language (CCL) is in fact current language and has focused only on proposed revisions. Any language that is not specifically proposed to be changed should be considered a proposal to continue CCL, unless the context clearly requires otherwise.*

**TENTATIVE AGREEMENTS**

**CBA Articles that apply to substitutes.**

**DEFINITIONS – TA in concept provided there are no substantive impacts**

*CCL to here:*

The following Articles of the Collective Bargaining Agreement shall apply to substitutes:

Purpose	Definition
Article 1	Recognition
Article 2	Dues and Representation Fees
Article 3	Rights
Article 4	No Strike/Lockout
Article 5	Administration/Association Communication
Article 6	Teacher Representation on Curriculum Advisory Committee
Article 7	Grievance Procedure
Article 8	Working Periods (except 8.3 for secondary only, 8.5 and 8.7)
Article 14	Evaluation of Substitute Employees
Article 18	Contacting Employees During the School Day
Article <del>20</del> <u>19</u>	Safe Working Conditions
Article <del>22</del> <u>21</u>	Discipline Problems
Article <del>23</del> <u>22</u>	Academic Freedom and Responsibility
Article <del>24</del> <u>23</u>	Calendar
Article <del>25</del> <u>24</u>	Class Load
Article <del>27</del> <u>26</u>	Salary Schedules and Guidelines
Article <del>28</del> <u>27</u>	Professional Growth
Article <del>29</del> <u>28</u>	Extra Pay for Extra Work
Article <del>30</del> <u>29</u>	Extended Contracts
Article <del>34</del> <u>30</u>	Supplemental Contracts
Article <del>32</del> <u>31</u>	Classroom Coverage
Article <del>34</del> <u>33</u>	Salary Deductions and Payments
Article <del>35</del> <u>34</u>	Travel and Reimbursement
Article 35	Health and Salary Insurance Contributions ( <i>From 11/20/19 MOU</i> )
Article <del>37</del> <u>36</u>	Liability Insurance--Certificated Employee Protection
Article <del>48</del> <u>47</u>	Status of the Agreement
Article <del>49</del> <u>48</u>	Duplication and Distribution
Article <del>50</del> <u>49</u>	Duration
Appendices B, C, and D	

**Association Business**

**ARTICLE 3 – RIGHTS**

**Section 3.1 – CCL**

Section 3.2. Association Business. (*From 10/4/18 MOU*)



- (C) ~~Annually by October 31,~~ On a monthly basis, the District shall provide the Association with a list of employees in the bargaining unit, including names, addresses, ~~telephone landline and cell~~ numbers (excludes unlisted telephone numbers), school email, personal email, and work location assignments, employee description, hire date, and FTE. This list is for exclusive use by the Association.

## **ELC Work Schedules**

### **ARTICLE 8 – WORKING PERIODS**

***Note: This addition of a Section 8.2.1 reflects language from an MOU reached 7/13/19.***

Section 8.2.1 Because of transportation and scheduling, the staff at the Early Learning Center are required to work an 8-hour day to provide two sessions of instruction for preschool students. To compensate for this additional time four days per week, the ELC staff will flex their schedules on Wednesdays and will only be required to work a six-hour day. This provision only applies to the ELC staff and will be reviewed by the Association and District on an annual basis.

## **Planning Periods**

### **ARTICLE 8 – WORKING PERIODS**

Section 8.3. Planning Periods. During a normal daily schedule, high school and middle school teachers will be provided at least 50 continuous minutes of teacher-controlled planning time, ~~and middle school teachers shall be provided 40 continuous minutes of teacher-controlled planning time.~~ This time shall not be scheduled during the thirty minutes before and after school and thirty (30) minute duty-free lunch period. In those extraordinary circumstances when a teacher is requested by an administrator and agrees to teach an additional class during his/her planning period, the teacher shall receive compensation based on the relationship between the planning period(s) bought out and the total number of class periods offered each school day\*. Compensation shall be determined based on the employee's regular salary as it appears on the adopted District Salary Schedule; i.e. one planning period bought out in a six (6) period day for one school year equals 1/6 (one-sixth) of the teacher's salary. (Note: this does not apply in those situations where a substitute is not available, and a teacher gives up his/her planning period to cover the class.)

In the case of an elementary teacher who teaches class during his or her continuous planning period, compensation will be based upon the relationship of the planning time bought out and the total minutes of teaching during the day.

Secondary special education teachers who have to collect data for IEP goals in general education classes may use the procedure in Section 8.8(1) to address IEP workload issues.

During a normal workweek, elementary certified staff will be provided ~~40~~ 45 continuous minutes of teacher controlled planning time daily during regularly scheduled times when the employee's class has been taken over by a specialist (e.g., music, P.E., library, science, etc.) for a total of ~~200~~ 225 minutes per week. This time shall not be scheduled during the thirty minutes before and after school and the thirty (30) minute duty-free lunch period. Additional planning time will be provided when the employee's class is at a regularly scheduled 15 minute recess provided, however, total planning time shall not be less than ~~250~~ 300 minutes per week.

Prior to the master schedule being created, the District shall consult with team teachers/co-teachers regarding the need for common planning time and make a good faith effort to schedule opportunities for collaborative planning.

If the District applies for and is approved for one or more waiver days, the parties shall bargain the use of the time.

Employees will be provided individual planning time on early release days on a pro-rated basis based on the length of the student day (all school levels).

## **Navigation 101 Materials**

### **ARTICLE 8 – WORKING PERIODS**

Section 8.4. Navigation 101. Training and collaborative time dedicated to Navigation 101 shall be provided on an annual basis during PRAD week. Staff shall have input on the implementation of Navigation 101 training and materials, but the curriculum will only include the District-adopted materials. Navigation 101 materials shall be available on the District website, DORA, and/or Canvas. Employees teaching Navigation 101 shall only be required to contact the parents of students not completing the requirements of Navigation 101. Subject matter teachers are required to contact parents of students failing in their classes.

## **Professional Responsibility**

### **ARTICLE 8 – WORKING PERIODS**

#### **Section 8.8. Time, Responsibility and Incentive (TRI)**

Time, Responsibility and Incentive (TRI) will have two components, the professional responsibility portion and the professional development (Time) portion.

(1) **Professional Responsibility – Incorporation of former TRI stipends into Salary**

The professional responsibility salary set forth on the salary schedule recognizes that, in order to effectively serve the needs of our students, schools, district and community, certificated staff must engage in activities beyond the base contract, the contracted work day and the contracted work year. By accepting this salary, staff specifically agree to attend up to seven (7) District-level required meetings per year, and up to five (5) required evening events, as designated by the District. District-level required meetings shall be approximately 1.5 hours or less. Staff are responsible for signing in to demonstrate attendance. In a year when not all seven District-level required meetings are directed by Teaching and Learning, WEA or other outside provider courses may be taken in exchange of District trainings with prior approval. The Teaching and Learning Department will publish a training calendar prior to the first day of PRAD week that includes all content meetings. Topics for the fall and winter PRAD days will be published at least four weeks prior to the scheduled PRAD day. Required evening events shall be approximately 2 hours or less. Preparation for these evening events should be done during the normal workday. If the preparation cannot be accomplished during the workday, then the preparation time will be deducted from the 2-hour time requirement. Buildings will publish a calendar listing the dates of evening events by September 15<sup>th</sup> of every year.

The time necessary to fulfill any one teacher's other responsibilities may vary from that of another teacher, as determined by the individual's own professional judgment, as long as the responsibilities are completed. All staff are expected to fulfill these professional obligations.

Examples of professional responsibilities in this section include: planning lessons; assessing student work; planning for and participating in meetings with colleagues, students and/or parents; improving and maintaining professional knowledge and skills; preparing for the beginning of school; preparing for the completion of school, etc.

Compensation for Professional Responsibility that was previously provided under a supplemental contract shall be compensated in regular salary beginning in 2018-19.

If any employee is required by an administrator to attend meetings outside of their regular work day for more than sixty (60) minutes (cumulative) in any given work week, the employee shall, upon request, be provided with a timesheet and will be compensated at the Extra Work Rate on Schedule B. This provision does not apply if the employee is already compensated through another stipend for participating in or facilitating the meeting. These minutes shall not be added to staff meetings.

The Professional Responsibility portion of the stipend will be increased by ~~\$1750~~~~\$1500~~ for each special education staff member (except TOSAs) for the additional responsibilities of preparing individual education plans and/or assessment reports, and holding meetings related to such responsibilities outside of the contracted workday and work year. OT/PTs, SLPs, Psychologists, Audiologists, and Vision Specialists shall receive an additional incentive of \$2300 (total of ~~\$3800~~ \$4050).

ELL teachers shall receive a \$500 annual stipend to account for additional duties required of the ELL teacher position.

Staff who work less than 1.0 FTE will receive a stipend amount equal to the portion of his/her FTE.

In the event a special education professional's IEP workload during a particular month is of an exceptional nature, the teacher and the administrator responsible for Learning Support Services may meet, at the employee's request, to discuss possible support in addition to the established stipend.

Staff who work in more than one jobsite shall coordinate with their program administrators to determine a schedule for attending building meetings and evening events. General expectations will be clarified with the employee during the first two (2) weeks of school, with specific event participation to be determined as soon as feasible after the schedule of events for each building is determined by the Building Leadership Team.

## **Professional Development Alternatives**

### **ARTICLE 8 – WORKING PERIODS**

#### *Section 8.8. Time Responsibility and Incentive (TRI) (cont.)*

##### **(2) Professional Development – 6 days paid at actual per diem**

This part of the stipend recognizes that to effectively serve the learning needs of our students, we need to have time when certificated staff come together for training as a District, as a building staff, as a grade level team, and in other such groupings. Of the six professional development days, 3.5 hours (not necessarily continuous) shall be used by the employee for Safe Schools training. One half day will be for the purpose of a staff meeting prior to the first day of school and one half day will be for the purpose of attending Superintendent's Day. The remaining days will be worked as determined by the District and building administrators. The District will make every effort to ensure that trainings and meetings meet the diverse needs of the employees and that said trainings are relevant to the employee's current assignment and enrich the District's educational program. Staff may submit an alternative training proposal to the appropriate administrator for possible approval at least 3 weeks prior to the upcoming PRAD day.

Staff will be responsible for signing in on the sign-in sheet for such professional development time. Staff unable to attend a required activity must initial the leave report designating the appropriate leave or designating the day as unpaid. Unworked days may not be made up and will be deducted from the employee's pay or qualifying leave balance. It is the absent staff member's responsibility to arrange for and acquire the information or training that was provided. The staff member will adhere to any curricula or policy decisions made.

##### **(3) Contracts, Payment**

Each employee will be issued and will sign a supplemental contract for the Professional Development Stipends. Payment will be distributed on equal monthly installments spread across the entire contract year. Staff who work less than 1.0 FTE will receive a stipend amount equal to the portion of his/her FTE. An employee who does not work each of the five required days will receive a proportional deduction for the time not worked unless appropriate leave provisions are applied.

If the District's enrichment levy does not pass, the provisions of this section shall be null and void for the following school year and thereafter, provided (a) the District and the Association meet and consult regarding continuance of any of these provisions and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provisions of this Section. If there is a failure in the enrichment levy resulting in a reduction in pay, there will be a corresponding reduction in work required of employees.

## **ESA Stipend**

### **ARTICLE 8 – WORKING PERIODS**

Section 8.9. ESA Stipend. If the State funds a stipend for national board certified teachers, the District will compensate speech and language pathologists, occupational therapists, physical therapists, social workers, audiologists and psychologists who earn and maintain the equivalent of teacher national board certification the same stipend that is funded by the state for national board certified teachers. This stipend is not to be cumulative with the \$2300 incentive stipend provided in Section 8.8(1) above excluding the poverty bonus. See below:

- Speech and Language Pathologists: ASHA – American Speech-Language-Hearing Association – Certificate of Clinical Competency for Speech-Language Pathology (CCC-SLP)
- Occupational Therapists: NBCOT – National Board for Certification of Occupational Therapy
- Psychologists: NCSP – Nationally Certified School Psychology
- Physical Therapists: Specialist Certification Examination in Orthopedics
- Social Workers: Association of Social Workers Board Certification
- Audiologists: American Board of Audiology (ABA) Certification or ABA Pediatric Specialty Certification

~~Occupational Therapists, Physical Therapists and Social Workers will be eligible for this stipend beginning in the 2018-19 school year, excluding the poverty bonus.~~

ELC staff who are nationally board certified shall receive the poverty bonus to the extent funded by the state.

## **WA Kids Testing**

### **ARTICLE 8 – WORKING PERIODS**

Section 8.10. WA Kids Testing. In schools where WA Kids testing and conferencing is required, the first three (3) days of all-day kindergarten will be used to meet those requirements. If teachers are required by the District to enter data collected from WA Kids testing, they will be provided either release time or compensation at their per diem rate.

## **ESA workspace/CPR**

### **ARTICLE 9 – EQUIPMENT, MATERIALS, AND TECHNOLOGY AND REQUIRED CERTIFICATION**

*Sections 9.1 – 9.4 - CCL*

Section 9.5. Equipment and Materials. A desk, phone, filing cabinet, computer and internet access shall be provided to all certificated staff. ESAs shall have a designated space with a desk, a secure area to keep student files and an appropriate space at the worksite to work with students.

Section 9.6 If CPR is required for a position, the District will provide the training.

## **Non-TPEP Employee Evaluations**

### **ARTICLE 11A – EVALUATION OF NON-PROVISIONAL (NON-TPEP) EMPLOYEES**

Section 11A.1. General. Certificated employees who are members of the bargaining unit (collectively referred to as "employees" herein) and who are not "classroom teachers" as defined in Article 11B, Section 4 – ~~Applicability and Transition Plan~~, shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Employees who meet the definition of "classroom teachers" set forth in Article 11B, Section 4 – ~~Applicability and Transition Plan~~ will be evaluated as set forth in Article 11B. Each employee, within thirty (30) days of employment or within thirty (30) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and form appropriate to the employee's position and program in the evaluation cycle.

Responsibility for Evaluation. Within each school, the principal or his/her designee shall be responsible for the evaluation of employees regularly assigned to that school. Such designation shall not be to a member of the bargaining unit. The administrative organization plan for the District shall be used to determine responsibility for evaluation of employees not regularly assigned to any one school. The District shall determine which administrator will be responsible for the evaluation of employees who are regularly assigned to more than one school, and indicate to the employee, within thirty (30) days of the start of the school year or of said employee's employment date, the name of his/her evaluator. The administrator responsible for the evaluation shall sign the evaluation, although he/she may obtain input from affected building administrators. The responsible administrator shall make all formal observations of the evaluatee where required by law.

The judgments reflected in staff evaluations will be based on the professional performance of the employee. The purpose of evaluation is to promote professional growth and effective teaching practices. Observations shall be conducted openly and with the knowledge of the employee and shall be documented on the observation section of the observation and evaluation report appropriate to the employee's position.

Mechanical or electronic devices shall not be used to listen to or record the procedures of any class for evaluation purposes without the prior knowledge of the employee.

Certificated teachers not covered in Article 11B shall be evaluated in accordance with the process in Sections 11A.2 through 11A.4. Counselors shall be evaluated in accordance with the process in Section 11A.6. Librarians shall be evaluated in accordance with the process in Section 11A.7. Other educational staff associates, and certificated support personnel will use the evaluation process described below in Section 11A.5.

#### Section 11A.2 - CCL

#### Section 11A.3. Evaluation Programs

There are four evaluation programs, including the following:

- (A) Long Form: Teachers new to the profession will be evaluated using the long form evaluation for four years. After four years, teachers will move to the professional growth program and every ~~three~~ six years will also be evaluated using the long form evaluation. (Appendix M) Experienced teachers with continuing certificates or professional certificates who are new to the District will be evaluated using the long form evaluation for one year. After one year they will move to the professional growth program and every three years will also be evaluated using the long form evaluation. Long form evaluations must be signed by the employee no later than May 15.

A teacher may elect to return to the long form of evaluation more often than once every ~~three~~ six years by informing his/her administrator in writing by ~~September~~ December 15. An administrator may elect to return a teacher to the long form of evaluation by informing the teacher in writing by ~~September~~ December 15. A teacher's performance may only be determined as unsatisfactory and a basis for probation or nonrenewal when the employee is being evaluated using the long form.

- (B) The Professional Growth Plan (PGP) is an employee based evaluation wherein the employee self-assesses their skills, sets individual goals and then assesses their progress toward these goals: A teacher with at least four years of experience may participate in the professional growth program every year. If a teacher chooses not to participate in the PGP, the teacher will be evaluated using the long form process. Each year, the teacher will complete his/her Self-Reflection, Individualized Growth Plan, and Growth Plan Review. Teachers are encouraged to work in teams, including department groups, grade levels, or other groups. Every three years, the teacher will also be evaluated using the long form evaluation.
- (1) The Self-Reflection is a form employee use to self-assess their skills (Appendix N) and must be completed by September 30 of each year. A teacher does not need to share the results with his/her evaluator unless s/he chooses to do so.
  - (2) The Individualized Growth Plan is a form employee use to establish their personal goals (Appendix O) and must be completed and provided to the evaluator by October 15 of each year. The teacher and evaluator must meet to discuss the goals and plan for the year no later than November 15.
  - (3) The Individualized Growth Plan Review is a form employee use to assess progress towards their goals (Appendix P) and must be completed and provided to the evaluator no later than June 1 of each year. The teacher and evaluator must meet to discuss goal accomplishment and review documentation no later than the last day of school.
- (C) Plan of Assistance (POA): A teacher may be placed on a plan of assistance if his/her evaluator finds that the teacher needs assistance in attaining proficiency in one or more of the standards. A teacher may be placed on a POA at any time, provided that if it is anticipated that a teacher will be placed on a POA at the beginning of a school year the teacher will be informed of his/her placement in this program no later than the last day of school for the previous year. Teachers will normally be placed on a POA prior to being placed on probation. A POA may include but is not limited to:
- Requesting an Alternate Evaluator or Observer
  - Peer Coaching
  - Professional Development
  - Resources and reading materials

The employee may decline any assistance offered under this section.

- (D) Probation: A teacher may be placed on probation as described in Article 12, below.

#### Section 11A.4 - CCL

#### Section 11A.5. Observation and Evaluation of Educational Staff Associates

The observation and evaluation of Educational Staff Associates and other certificated support personnel will include the following:

- (A) During an employee's first four years of employment in the District, s/he will be observed and evaluated consistent with Section 11A.4 above. The evaluation used is as included in Appendix Q.
- (B) After four years of ~~employment in the District~~ satisfactory evaluations (defined as a "proficient" or higher rating on the Evaluation Form on Appendix M), the employee will be placed on short form evaluation (Appendix R) which includes the following:
- (1) Either a 30-minute observation during the school year with a written summary, or
  - (2) A final annual written evaluation based on the criteria in Appendix R of this Article and based on at least two observation periods during the school year, totaling at least sixty (60) minutes without a written summary of such observations being prepared. However, the long form evaluation process set forth above shall be followed at least once every ~~three~~ six years.
  - (3) An employee may elect to return to the long form of evaluation more often than once every ~~three~~ six years by informing his/her administrator in writing by ~~September~~ December 15. An administrator may elect to return an employee to the long form of evaluation by informing him/her in writing by ~~September~~ December 15. An employee's performance may only be determined as unsatisfactory and a basis for probation or nonrenewal when the employee is being evaluated using the long form.

#### Section 11A.6 – CCL

#### Section 11A.7 Standards and Indicators for School Librarians (Info Tech)

The Standards and Indicators for School Librarians form the basis for the evaluation process, including the Self-Reflection, the Individualized Growth Plan, and the Evaluation, all of which are included herein as Appendix [?]. There are four standards, including:

- (1) Planning and Preparation
- (2) Environment
- (3) Delivery of Service
- (4) Professional Responsibilities

The indicators describe and explain each standard. Each indicator has four levels of performance to inform a professional discussion and suggest areas for further growth. The procedures for evaluation of school librarians shall be the same as teachers under Sections 11A.3 and 11A.4.

#### **Teacher/Principal Evaluation Program and Librarian TPEP Rubric**

#### **ARTICLE 11B – TEACHER/PRINCIPAL EVALUATION PROGRAM (TPEP)**

***Note: Librarian TPEP rubric to be added as appendix to CBA.***

#### *Sections 11B.1 – CCL*

#### Section 11B.2. Definitions

Criteria shall mean one of the eight (8) state defined categories to be scored.

Component shall mean the sub-section of each criterion.

Evaluator shall mean a certificated administrator who has been assigned to evaluate the teacher and who meets the qualifications, standards and training requirements set for such evaluators under state law. All evaluators shall demonstrate competence in observing teachers with inter-rater reliability.

Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a ~~Pre-Teach EdTPA~~ or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment.

*Remainder of Section CCL*

### Section 11.3 - CCL

#### Section 11B.4. Applicability ~~& Transition~~

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students.

The term "classroom teacher" does not include ESAs, Counselors, Librarians, Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in another section of this agreement. Counselors shall use the previously piloted counselor evaluation system.

~~During 2016-19, the District and Association will adopt a new evaluation framework for librarians. The implementation schedule will be as follows:~~

~~Year 1: Gather, study, and review information about frameworks including the Danielson librarian model;~~

~~Year 2: Pilot the model with librarians and make any adjustments to the framework as needed. The Association and the District will meet to determine the success of the pilot project prior to full implementation in subsequent years. Staff who volunteer for the pilot shall not receive a rating less than proficient. Volunteers are subject to approval by the District.~~

**\*Add Librarian Rubric as appendix**

### *Sections 11B.5 – 11B.6 – CCL*

#### Section 11B.7. Comprehensive Evaluation

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every ~~four~~ six years.

*Remainder of article CCL*

**\* Add the following Librarian TPEP Rubric as a new Appendix N to the CBA.**

## LIBRARIAN TPEP RUBRIC

PLANNING & PREPARATION	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>1a. Demonstrating knowledge of literature and current trends in library/media practice and information technology</b>	<b>1a.</b> <input type="checkbox"/> Library/Information Technology Specialist demonstrates insufficient knowledge of literature and of current trends in practice and information technology.	<b>1a.</b> <input type="checkbox"/> Library/Information Technology Specialist demonstrates limited knowledge of literature and of current trends in practice and information technology.	<b>1a.</b> <input type="checkbox"/> Library/Information Technology Specialist demonstrates thorough knowledge of literature and of current trends in practice and information technology.	<b>1a.</b> <input type="checkbox"/> Drawing on extensive professional resources, library/information technology specialist demonstrates rich understanding of literature and of current trends in information technology.
<b>1b. Demonstrating knowledge of the school's program and student information needs within that program</b>	<b>1b.</b> <input type="checkbox"/> Library/Information Technology Specialist demonstrates insufficient knowledge of the school's content standards and of students' needs for information skills within those standards.	<b>1b.</b> <input type="checkbox"/> Library/Information Technology Specialist demonstrates basic knowledge of the school's content standards and of students' needs for information skills within those standards.	<b>1b.</b> <input type="checkbox"/> Library/Information Technology Specialist demonstrates thorough knowledge of the school's content standards and of students' needs for information skills within those standards.	<b>1b.</b> <input type="checkbox"/> Library/Information Technology Specialist takes a leadership role within the school and district to articulate the needs of students for information technology within the school's academic program.
<b>1c. Establishing goals for the library/media program appropriate to the setting and the students served</b>	<b>1c.</b> <input type="checkbox"/> Library/Information Technology Specialist has no clear goals for the media program, or they are inappropriate to either the situation in the school or the age of the students.	<b>1c.</b> <input type="checkbox"/> Library/Information Technology Specialist's goals for the media program are rudimentary and are partially suitable to the situation in the school and the age of the students.	<b>1c.</b> <input type="checkbox"/> Library/Information Technology Specialist's goals for the media program are clear and appropriate to the situation in the school and to the age of the students.	<b>1c.</b> <input type="checkbox"/> Library/Information Technology Specialist's goals for the media program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students and colleagues.
<b>1d. Demonstrating knowledge of resources, both within and beyond the school and district, and access to resources.</b>	<b>1d.</b> <input type="checkbox"/> Library/Information Technology Specialist demonstrates insufficient knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	<b>1d.</b> <input type="checkbox"/> Library/Information Technology Specialist demonstrates basic knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	<b>1d.</b> <input type="checkbox"/> Library/Information Technology Specialist is fully aware of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	<b>1d.</b> <input type="checkbox"/> Library/Information Technology Specialist is fully aware of resources available for students and teachers and actively seeks out new resources from a wide range of sources to enrich the school's program.
<b>1e. Planning the library/media program integrated with the overall school program</b>	<b>1e.</b> <input type="checkbox"/> Library/media program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	<b>1e.</b> <input type="checkbox"/> Library/Information Technology Specialist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	<b>1e.</b> <input type="checkbox"/> Library/Information Technology Specialist's plan is well designed to support both teachers and students in their information needs.	<b>1e.</b> <input type="checkbox"/> Library/Information Technology Specialist's plan is highly coherent, taking into account the competing demands of scheduled time in the library, consultative work with teachers, and work in maintaining and extending the collection; the plan has been developed after consultation with teachers.



<b>1f. Developing a plan to assess students within the library/media program</b>	<b>1f.</b> <input type="checkbox"/> Library/Information Technology Specialist has no plan to assess students within the library/media program or resists suggestions that such an evaluation is important.	<b>1f.</b> <input type="checkbox"/> Library/Information Technology Specialist has a rudimentary plan to assess students within library/media program.	<b>1f.</b> <input type="checkbox"/> Library/Information Technology Specialist's plan to assess students within the library/media program is organized around clear standards and the collection of evidence to indicate the degree to which the standards have been met.	<b>1f.</b> <input type="checkbox"/> Library/Information Technology Specialist's plan to assess students is highly sophisticated, with multiple sources of evidence and a clear path toward improving the program on an ongoing basis.
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ENVIRONMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>2a. Creating an environment of respect and rapport</b>	<b>2a.</b> <input type="checkbox"/> Patterns of interactions, both between the library/information technology specialist and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds and are characterized by sarcasm, put-downs, or conflict.	<b>2a.</b> <input type="checkbox"/> Patterns of interactions, both between the library/information technology specialist and students, and among students, are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	<b>2a.</b> <input type="checkbox"/> Patterns of interactions, both between the library/information technology specialist and students, and among students, are polite and respectful, and reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	<b>2a.</b> <input type="checkbox"/> Patterns of interactions among the library/information technology specialist and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among students in the library.
<b>2b. Establishing a culture for learning</b>	<b>2b.</b> <input type="checkbox"/> Library/Information Technology Specialist conveys insufficient effort to creating a culture for learning with high expectations.	<b>2b.</b> <input type="checkbox"/> Library/Information Technology Specialist goes through the motions of performing the work of the position, with limited commitment to establishing a culture for learning with high expectations.	<b>2b.</b> <input type="checkbox"/> Library/Information Technology Specialist establishes a culture for learning with high expectations that conveys a sense of the importance of learning.	<b>2b.</b> <input type="checkbox"/> Library/Information Technology Specialist establishes a culture for learning with high expectations that conveys a sense of the importance of learning. In addition, students show initiative for extending their learning and/or the learning of others.
<b>2c. Establishing and maintaining library procedures</b>	<b>2c.</b> <input type="checkbox"/> Library routines and procedures (for example, for circulation of materials, working on computers, independent work) are either non-existent or inefficient, resulting in general confusion. Library Clerks are confused as to their role.	<b>2c.</b> <input type="checkbox"/> Library routines and procedures (for example, for circulation of materials, working on computers, independent work) have been established but function sporadically. Efforts to establish guidelines for library clerks are partially successful.	<b>2c.</b> <input type="checkbox"/> Library routines and procedures (for example, for circulation of materials, working on computers, independent work) have been established and function smoothly. Library clerks are clear as to their role.	<b>2c.</b> <input type="checkbox"/> Library routines and procedures (for example, for circulation of materials, working on computers, independent work) are seamless in their operation, with students assuming considerable responsibility for their smooth operation. Library clerks work independently and contribute to the success of the Library.

<b>2d. Managing student behavior</b>	<b>2d.</b> <input type="checkbox"/> There is no evidence that standards of conduct have been established, and there is insufficient monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity.	<b>2d.</b> <input type="checkbox"/> It appears that the library/information technology specialist has made an effort to establish standards of conduct for students and tries to monitor student behavior and respond to student misbehavior, but these efforts are not always successful.	<b>2d.</b> <input type="checkbox"/> Standards of conduct appear to be clear to students, and the library/information technology specialist monitors student behavior against those standards. Library/Information Technology Specialist's response to student misbehavior is appropriate and respectful to students.	<b>2d.</b> <input type="checkbox"/> Standards of conduct are clear, with evidence of student participation in setting them. Library/Information Technology Specialist's monitoring of student behavior is subtle and preventive, and response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.
<b>2e. Organizing physical space</b>	<b>2e.</b> <input type="checkbox"/> Library/Information Technology Specialist makes poor use of the physical environment, resulting in poor traffic flow, confusing signage, inadequate space devoted to work areas and computer use.	<b>2e.</b> <input type="checkbox"/> Library/Information Technology Specialist's efforts to create a safe learning environment are inconsistent, resulting in occasional confusion.	<b>2e.</b> <input type="checkbox"/> The Library is safe, and learning is accessible to all students. The Library/Information Technology Specialist ensures that the physical arrangement is appropriate to the learning activities. The Library/Information Technology Specialist makes effective use of physical resources, including computer technology.	<b>2e.</b> <input type="checkbox"/> The Library is safe, and learning is accessible to all students. The Library/Information Technology Specialist ensures that the physical arrangement is appropriate to the learning activities. The Library/Information Technology Specialist makes effective use of physical resources, including computer technology. Students contribute to the use or adaption of the physical environment to advance learning.

DELIVERY OF SERVICE	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>3a. Communicating with students</b>	<b>3a.</b> <input type="checkbox"/> The instructional purpose of the lesson is unclear to students and/or the directions and procedures are confusing. The Library/Information Technology Specialist's explanation of the content contains major errors.	<b>3a.</b> <input type="checkbox"/> Library/Information Technology Specialist's attempt to explain the instructional purpose of the lesson has only limited success, and/or directions and procedures must be clarified after initial student confusion.	<b>3a.</b> <input type="checkbox"/> Library/Information Technology Specialist clearly communicates instructional purpose of the lesson and explains procedures and directions clearly. During the explanation of content, the teacher invites students to intellectual engagement. Library/Information Technology Specialist's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.	<b>3a.</b> <input type="checkbox"/> Library/Information Technology Specialist clearly communicates instructional purpose of the lesson and explains procedures and directions clearly, anticipating possible student misunderstandings. Library/ media specialist links instructional purpose to student interests. Students contribute to extending the content and help explain concepts to their classmates.

<b>3b. Questioning and Inquiry</b>	<b>3b.</b> <input type="checkbox"/> Library/Information Technology Specialist does not use questions effectively and tells students what to do or leaves them on their own.	<b>3b.</b> <input type="checkbox"/> Library/Information Technology Specialist uses limited questioning strategies that guide students and help them think about inquiry.	<b>3b.</b> <input type="checkbox"/> Library/Information Technology Specialist includes open-ended and probing questions to guide students' inquiry and to help students think critically as they formulate their own questions.	<b>3b.</b> <input type="checkbox"/> Library/Information Technology Specialist uses a variety or series of questions including open-ended and probing questions to guide students' inquiry and to help students think critically and initiate topics related to their learning.
<b>3c. Engaging students in learning</b>	<b>3c.</b> <input type="checkbox"/> The learning tasks and activities are poorly aligned with instructional outcomes or require only rote responses.	<b>3c.</b> <input type="checkbox"/> The learning tasks and activities are partially aligned but only require minimum thinking by students, allowing most to be passive or merely compliant.	<b>3c.</b> <input type="checkbox"/> The learning tasks and activities are aligned with the instructional outcomes. The Library/Information Technology Specialist models and facilitates effective use of resources and engages students in activities.	<b>3c.</b> <input type="checkbox"/> The learning tasks and activities are aligned with the instructional outcomes. The Library/Information Technology Specialist models and facilitates effective use of resources and engages students in activities. Virtually all students are highly engaged in challenging content and learning tasks and take initiatives in ensuring the engagement of their peers.
<b>3d. Using Assessment in Instruction</b>	<b>3d.</b> <input type="checkbox"/> Insufficient assessments that inform instruction are used by the Library/Information Technology Specialist and/or students. Students are unaware of assessment criteria.	<b>3d.</b> <input type="checkbox"/> Assessments that inform instruction are used sporadically by the Library/information technology specialist and/or students. Students are unaware of assessment criteria. Questions, prompts, and assessments are rarely used to diagnose evidence of learning.	<b>3d.</b> <input type="checkbox"/> Assessments that inform instruction are used regularly by the Library/Information Technology Specialist and/or students. Students are aware of assessment criteria. Questions, prompts, and assessments are used to diagnose evidence of learning.	<b>3d.</b> <input type="checkbox"/> Assessments that inform instruction are fully integrated by Library/Information Technology Specialist and/or students. Students are aware and have contributed to the assessment criteria. Questions, prompts, and assessments are used regularly by students to diagnose evidence of learning.
<b>3e. Demonstrating flexibility and responsiveness</b>	<b>3e.</b> <input type="checkbox"/> Library/Information Technology Specialist adheres to the plan, in spite of evidence of its inadequacy.	<b>3e.</b> <input type="checkbox"/> Library/Information Technology Specialist makes modest changes in the library/media program when confronted with evidence of the need for change.	<b>3e.</b> <input type="checkbox"/> Library/Information Technology Specialist makes revisions to the library/media program when they are needed.	<b>3e.</b> <input type="checkbox"/> Library/Information Technology Specialist is continually seeking ways to improve the library/media program and makes changes as needed in response to student, parent, or teacher input.

PROFESSIONAL RESPONSIBILITIES	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>4a. Reflecting on practice</b>	<b>4a.</b> <input type="checkbox"/> Library/Information Technology Specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	<b>4a</b> <input type="checkbox"/> Library/Information Technology Specialist's reflection on practice is moderately accurate and objective, without citing specific examples and with only global suggestions as to how it might be improved.	<b>4a</b> <input type="checkbox"/> Library/Information Technology Specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Library/Information Technology Specialist makes some specific suggestions as to how the media program might be improved.	<b>4a.</b> <input type="checkbox"/> Library/Information Technology Specialist's reflection is highly accurate and perceptive, citing specific examples. Library/Information Technology Specialist draws on an extensive repertoire to suggest alternative strategies and their likely success.

<b>4b Maintaining the library collection</b>	<b>4b</b> Library/Information Technology Specialist fails to adhere to district or professional guidelines in selecting materials for the collection and does not periodically purge the collection of outdated material. Collection is unbalanced among different areas.	<b>4b</b> Library/Information Technology Specialist is partially successful in attempts to adhere to district or professional guidelines in selecting materials, to weed the collection, and to establish balance.	<b>4b</b> Library/Information Technology Specialist adheres to district or professional guidelines in selecting materials for the collection and periodically purges the collection of outdated material. Collection is balanced among different areas and student interests.	<b>4b</b> Library/Information Technology Specialist selects materials for the collection thoughtfully and in consultation with teaching colleagues, and periodically purges the collection of outdated materials. Collection is balanced among different areas with student input.
	<b>4c. Communicating with the larger community</b>	<b>4c.</b> <input type="checkbox"/> Library/Information Technology Specialist makes no effort to engage in outreach efforts to parents or the larger community.	<b>4c.</b> <input type="checkbox"/> Library/Information Technology Specialist engages in outreach efforts to parents and the larger community.	<b>4c.</b> <input type="checkbox"/> Library/Information Technology Specialist is proactive in reaching out to parents and establishing contacts with outside libraries, coordinating efforts for mutual benefit.
	<b>4d. Participating in a professional community</b>	<b>4d.</b> <input type="checkbox"/> Library/Information Technology Specialist's relationships with colleagues are negative or self-serving, and the specialist avoids being involved in school and district events and projects.	<b>4d.</b> <input type="checkbox"/> Library/Information Technology Specialist's relationships with colleagues are cordial, and the specialist participates in school and district events and projects when specifically requested.	<b>4d.</b> <input type="checkbox"/> Library/Information Technology Specialist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
<b>4e. Growing and Developing Professionally.</b>	<b>4e.</b> <input type="checkbox"/> Library/Information Technology Specialist does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills.	<b>4e.</b> <input type="checkbox"/> Library/Information Technology Specialist's participation in professional development activities is limited to those that are convenient or are required.	<b>4e.</b> <input type="checkbox"/> Library/Information Technology Specialist seeks out opportunities for professional development based on an individual assessment of need and/or feedback from colleagues.	<b>4e.</b> <input type="checkbox"/> Library/Information Technology Specialist actively pursues professional development opportunities and makes a substantial contribution to the profession by initiating activities and seeking feedback from colleagues.
<b>4f. Showing professionalism</b>	<b>4f.</b> <input type="checkbox"/> Library/Information Technology Specialist displays dishonesty in interactions with colleagues, students, and the public. Library/Information Technology Specialist is not alert to student needs.	<b>4f.</b> <input type="checkbox"/> Library/Information Technology Specialist is honest in interactions with colleagues, students, and the public. Library/Information Technology Specialist attempts, inconsistently, to serve students.	<b>4f.</b> <input type="checkbox"/> Library/Information Technology Specialist displays high standards of honesty and integrity in interactions with colleagues, students, and the public. Library/Information Technology Specialist is active in serving students, working to insure that all students receive a fair opportunity to succeed.	<b>4f.</b> <input type="checkbox"/> Library/Information Technology Specialist can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues. Library/Information Technology Specialist is highly proactive in serving students, seeking out resources when needed.

**D-6 Reduction in Force**  
**ARTICLE 17 – EMPLOYEE STAFF REDUCTION**

*Note: Revisions to this Article 17 were a collaborative effort between the Association and the District. Current contract language is struckthrough, and new language is underlined so that it can be read in its entirety the result of the collaborative revision effort can be read in its entirety. The intent of the section is similar to current contract language, with revisions modernizing the process.*

Section 17.1. General. In the event the District adopts a reduced educational program, certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be laid off from employment or adversely affected in contract status shall be identified by using the provisions in this Article.

- (A) The term "layoff" as used herein refers to action by the District to reduce the number of certificated employees in the District over and above attrition, and due to the following reasons:
  - (1) Staff reduction necessitated by enrollment decline.
  - (2) Failure of a special levy election or other events resulting in a significant reduction in revenue.
  - (3) Discontinuation of a position(s) including those resulting from termination or reduction of funding of categorically funded projects.
- (B) Layoff of certificated employees with valid contracts shall not be made during the school year. All layoffs shall commence at the end of the school year. In the event of layoff, the District shall provide written notice of non-renewal to all affected certificated employees on or before May 15, or by such other date as may be provided by law. When possible, the Association shall be notified of anticipated layoffs not later than April 15, but in any case, shall be notified not later than May 15.
- (C) The term "layoff" does not refer to decisions to discharge or non-renew an individual certificated employee for cause.
- (D) Certificated employees on approved leave from the District shall be subject to the provisions of this Article in the same manner as employees currently under contract to the District.

Section 17.2. Procedures.

- (A) Determination of Vacant Positions. The District shall determine, as accurately as possible, the total number of certificated staff known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.
- (B) Employment Categories. Categories for retention will be established at the pre-school through elementary, and secondary levels based upon the endorsement required for each position. These categories will follow the Endorsement and Assignment Table published by the state, [linked here](#).
- (C) Retention by Employment Category. A prerequisite for retention in a category shall be possession of a properly endorsed Washington state teaching credential required by the position.
- (D) Each certificated employee shall, in accordance with the criteria set forth in paragraph D hereafter, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures. For the purpose of this paragraph a certificated employee is currently performing in any given category or specialty if one teaching period or more of such employee's assignment is devoted to such category or specialty. Certificated employees shall also be considered for retention in such additional categories or specialties for which he or she is qualified by virtue of certification and endorsement, unless the employee designates in writing to the Superintendent or designee, that the employee does not wish to be considered for retention in a particular category. To be retained, an employee must meet any other state or federal legal requirements for hire into the position.
- (E) All written designations for exclusion from additional categories shall be submitted in writing within fifteen (15) working days after any request for such information is made by the Superintendent or designee. Employees shall be considered for additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.
- (F) Selection Within Employment Categories. Certificated employees shall qualify for retention in available positions within the categories or specialties for which they qualify under Section 17.2 hereof. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be retained:

- (1) Total seniority as a certificated employee shall be the basis for retention for those categories and specialties identified in Section 17.2 above. Within each such category or specialty, the employee(s) having the greater seniority shall be retained. In the event ties exist, the employee(s) having the greatest in-District years of experience shall be retained. If ties remain, the employee(s) having the highest number of college or university credits beyond the BA degree as recorded in the Human Resources Office at the beginning of the current school year shall have preference. If ties remain, the preference shall be determined by the employee with the highest comprehensive summative evaluation rating. If ties still remain, preference shall be determined by drawing lots among the employees who tie.
- (2) "Seniority" within the meaning of this paragraph shall mean years of certificated experience of the nature eligible for recognition by the District for salary purposes, regardless of whether actually recognized on a given salary schedule.

By December 1 of each school year, the District will publish and distribute to all employees and the Association, via email or other agreed means, a seniority list ranking each employee from greatest to least seniority. It shall be the responsibility of each employee to verify her/his seniority ranking and promptly to report any dispute thereof in writing to the Association and the District. Each employee who, within fifteen (15) days after posting, fails to notify the Association and the District that a dispute exists regarding his/her seniority ranking as posted, shall be presumed to have concurred with the seniority ranking ascribed to such employee on the posted list. No later than the first week in February, each year, the Association and the District shall meet to resolve any timely submissions of disputed seniority ranking.

- (G) Action by District. The provisions of Section 17.2 above shall be implemented on or before May 15 of the same school year in which any staff reductions may be necessary, or by such other deadline for nonrenewal as may be established by law. The District shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

### Section 17.3. Employment Pool.

- (A) All certificated employees who are not recommended for retention in accordance with these procedures shall be separated from employment and placed in an employment pool for possible re employment for a period of up to thirty-six (36) months. Employment pool personnel shall be given the opportunity to fill open positions within the categories or specialties for which they are qualified under Section 17.2. If more than one such employee is qualified for an open position, the criteria set forth in Section 17.2 shall be applied in reverse order to determine who shall be offered such position. It shall be the responsibility for each certificated employee placed in the employment pool to notify the Superintendent or designee in writing by April 1 of each year if such employee wishes to remain in the employment pool. If such notification is not received, the name of the employee shall be dropped from the pool.
- (B) When a vacancy occurs for which person(s) in the employment pool qualify, pursuant to Section 17.2, notifications from the District to such individual shall be by US mail to the last known address and by electronic mail to the employee's last-provided email address. Such individual shall have ten (10) calendar days from the date the letter and email were sent to accept the position. An individual may refuse the first offer of a position but if he or she refuses to accept a second offer of a position, such individual shall be dropped from the employment pool, provided the position offered was of equivalent FTE to the prior position held.

When a certificated employee is recalled pursuant to the provisions of this Paragraph C, said employee shall be granted the experience, days of accumulated sick leave and seniority accrued at the time of layoff, or with such different amount of accrual as may be applicable due to subsequent employment with another Washington school district or other qualifying employer.

- (C) While in the employment pool, a certificated employee may, at said employee's option, be eligible for self-paid continuation of SEBB benefits to the extent provided by SEBB rules and regulations and the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- (D) Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes. Certificated employees shall have the right to refuse to substitute without affecting their recall status in the employment pool.

#### ARTICLE 17 -- EMPLOYEE STAFF REDUCTION

~~Section 17.1. General. In the event the District adopts a reduced educational program, certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be laid off from employment or adversely affected in contract status shall be identified by using the provisions in this Article.~~

- (A) ~~The term "layoff" as used herein refers to action by the District to reduce the number of certificated employees in the District over and above attrition, and due to the following reasons:~~
  - (1) ~~Staff reduction necessitated by enrollment decline.~~
  - (2) ~~Failure of a special levy election or other events resulting in a significant reduction in revenue.~~
  - (3) ~~Discontinuation of a position(s) including those resulting from termination or reduction of funding of categorically funded projects.~~
- (B) ~~Layoff of certificated employees with valid contracts shall not be made during the school year. All layoffs shall commence at the end of the school year. In the event of layoff, the District shall provide written notice of non-renewal to all affected certificated employees on or before May 15, or by such other date as may be provided by law. When possible, the Association shall be notified of anticipated layoffs not later than April 15, but in any case, shall be notified not later than May 15.~~
- (C) ~~The term "layoff" does not refer to decisions to discharge or non-renew an individual certificated employee for cause.~~
- (D) ~~Certificated employees on approved leave from the District shall be subject to the provisions of this Article in the same manner as employees currently under contract to the District.~~

#### ~~Section 17.2. Procedures.~~

- (A) ~~Determination of Vacant Positions. The District shall determine, as accurately as possible, the total number of certificated staff known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.~~
- (B) ~~Employment Categories. The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions.~~
  - (1) ~~Elementary employees will be considered for retention in, but are not limited to, the following categories: K-5 basic education classroom teachers, P-5 special education classroom teachers, elementary librarians, elementary music teachers, elementary PE teachers, elementary science teachers, and elementary counselors.~~
  - (2) ~~Secondary employees (6-12) will be considered for retention by teaching specialties, such as but not limited to, 6-8 core teachers, art, English language learners, computer science, counselors, English/language arts, French, German, health, home economics, industrial arts, librarians, math, music (instrumental & vocal), physical education, psychology, reading, science, secondary basic education, shop, social studies, Spanish, special education classroom teachers, and traffic safety.~~
  - (3) ~~Other non-supervisory employees will be considered for retention according to their specialty which includes, but is not limited to, behavioral specialists, speech and language pathologists, nurses, occupational therapists, physical therapists, and psychologists.~~
  - (4) ~~Certificated employees holding positions within programs which are funded with categorical monies shall be retained according to Federal and State requirements for said position(s). These positions include, but are not limited to, technical, applied and career education employees (agriculture, aerospace, business education, diversified occupations, environmental science, home & family life, occupational information specialist, and technology education).~~



~~(C) Retention by Employment Category. A prerequisite for retention in a category shall be possession of a properly endorsed Washington state teaching credential required by the position.~~

~~Each certificated employee shall, in accordance with the criteria set forth in paragraph D hereafter, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures. For the purpose of this paragraph a certificated employee is currently performing in any given category or specialty if one teaching period or more of such employee's assignment is devoted to such category or specialty. Certificated employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or his designee, provided, that in order to qualify for consideration in any such additional category, the certificated employee:~~

~~(1) Must have had a minimum of one (1) year professional experience\* of at least one (1) teaching period in each such additional category; or~~

~~(2) Must have a college major, minor, or endorsement in each such additional category.~~

~~\*Employees who, by part-time assignments, have accumulated the equivalent of one (1) year, or major fraction thereof, experience in an additional category satisfy the requirements of this paragraph with respect to such additional category.~~

~~(3) Must meet any other state or federal legal requirements for hire into the position.~~

~~All written designations for consideration in additional categories shall be submitted in writing within fifteen (15) working days after any request for such information is made by the Superintendent or his designee. Employees shall be considered for additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures. No certificated employee shall be considered for retention in a position of higher rank than the position held by such employee at the time of the implementation of these procedures. The District salary structure as of the time of the implementation of these procedures shall determine whether a position is "of higher rank" than the position currently held by the employee.~~

~~(D) Selection Within Employment Categories. Certificated employees shall qualify for retention in available positions within the categories or specialties for which they qualify under Section 17.2 hereof. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be retained:~~

~~(1) Total seniority as a certificated employee shall be the basis for retention for those categories and specialties identified in Section 17.2 above. Within each such category or specialty, the employee(s) having the greater seniority shall be retained. In the event ties exist, the employee(s) having the highest number of college or university credits beyond the BA degree as recorded in the Human Resources Office at the beginning of the current school year shall have preference. If ties remain, the preference shall be determined by the employee with the highest comprehensive summative evaluation rating. If ties still remain, preference shall be determined by drawing lots among the employees who tie.~~

~~(2) "Seniority" within the meaning of this paragraph shall mean years of certificated experience of the nature eligible for recognition by the District for salary purposes, regardless of whether actually recognized on a given salary schedule.~~

~~By December 1 of each school year, the District will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority. It shall be the responsibility of each employee to verify her/his seniority ranking and promptly to report any dispute thereof in writing to the Association and the District. Each employee who, within fifteen (15) days after posting, fails to notify the Association and the District that a dispute exists regarding his/her seniority ranking as posted, shall be presumed to have concurred with the seniority ranking ascribed to such employee on the posted list. No later than the first week in February, each year, the Association and the District shall meet to resolve any timely submissions of disputed seniority ranking.~~

~~(E) Action by District. The provisions of Section 17.2 above shall be implemented on or before May 15 of the same school year in which any staff reductions may be necessary. The District shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.~~

### **Section 17.3. Employment Pool.**

~~(A) All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment for a period of~~



~~up to thirty-six (36) months. Employment pool personnel shall be given the opportunity to fill open positions within the categories or specialties for which they are qualified under Section 17.2. If more than one such employee is qualified for an open position, the criteria set forth in Section 17.2 shall be applied in reverse order to determine who shall be offered such position.~~

~~(B) It shall be the responsibility for each certificated employee placed in the employment pool to notify the Superintendent or his designee in writing by April 1, if such employee wishes to remain in the employment pool. If such notification is not received, the name of any such certificated employee shall be dropped from the employment pool.~~

~~(C) When a vacancy occurs for which person(s) in the employment pool qualify, pursuant to Section 17.2, notifications from the District to such individual shall be by certified mail or by personal delivery. Such individual shall have seven (7) calendar days from the receipt of the letter to accept the position. An individual may refuse the first offer of a position but if he or she refuses to accept a second offer of a position, such individual shall be dropped from the employment pool.~~

~~When a certificated employee is recalled pursuant to the provisions of this Paragraph C, said employee shall be granted the experience, days of accumulated sick leave and seniority accrued at the time of layoff.~~

~~(D) While in the employment pool, a certificated employee may, at said employee's option, be continued in any fringe benefit program of the District provided said certificated employee reimburses the cost of the program to the District in advance by the first of each month.~~

~~(E) When a certificated employee is recalled, he/she shall be granted the years of experience, days of accumulated sick leave, and seniority which he/she had at the time of layoff. In addition, if during the period of layoff, a laid-off certificated employee increased his/her educational training, then upon recall, said certificated employee shall have the additional training credited to him/her and such additional training shall be used to calculate said certificated employee's position on the salary schedule.~~

~~(F) Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes. Certificated employees shall have the right to refuse to substitute without affecting their recall status in the employment pool.~~

## **Safe Working Conditions/Infectious Disease outbreak**

### **ARTICLE 19 – SAFE WORKING CONDITIONS**

*Sections 19.1 – 19.9 - CCL*

***Note: Section 19.10 is new CBA language based on the following modifications to the text of the MOU of 7/31/2019.***

#### Section 19.10 Infectious Disease Outbreak

Employees are expected to provide documentation of vaccinations or immunity to measles, mumps, and rubella as set forth in [Policy No. 6512](#). If there is an outbreak of an infectious disease, the District and Association will meet to determine how to address impacts on employees, on a case-by-case basis.

#### **Section 1**

Any employee who must be excluded from his/her worksite because of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease, and who has submitted to the District a claim of either a religious objection to, or a medical exemption from the necessary immunizations, shall suffer no loss in pay because of the exclusion, provided:

- ~~1. The employee accepts an assignment and/or an alternative work site as identified with the District during the period of exclusion; or~~
- ~~2. The employee utilizes his/her accrued sick, emergency, or personal leave at his/her option.~~

~~If an employee asserts an exemption as described above, he/she must have written verification on file with the District prior to the outbreak. Otherwise, the employee may use accrued paid leave or take unpaid leave if no accrued leave is available, in order to obtain such verification, and thereafter will be eligible for reassignment as set forth in #1 above.~~

## Section 2

~~Any employee must have on file, or be able to provide, records of the vaccine that meet the standards of the health department and/or evidence of immunity through doctor verification or receiving a titer.~~

~~An employee who had the above documentation on file in advance of an outbreak, and who is asked to obtain additional documentation after the outbreak, shall be placed on administrative leave with pay, not to exceed five (5) working days, coded as "outbreak leave."~~

~~Employees who did not have the above documentation on file in advance of an outbreak may use accrued sick leave or other paid leave or take leave without pay to obtain verification.~~

## Student Discipline

### ARTICLE 21 - STUDENT BEHAVIOR PROTOCOLS & DISCIPLINE PROBLEMS

#### Section 21.1. Student Discipline Building Support for Student Behavior Protocols and Discipline.

The District shall consider and reasonably respond to a certificated employee's request for assistance with student discipline problems.

The District shall support teachers in their effort to maintain discipline and shall respond as soon as possible to a certificated employee's concerns regarding discipline problems. (An administrator or his/her designee shall be present in the building during school hours and at school functions for this purpose.) Authority for certificated employees to use prudent discipline measures for the safety and well-being of students and teachers shall be supported by the District provided that: (1) certificated employees have followed established District policy and procedures, school-wide discipline model and corresponding training, and (2) certificated employees, when appropriate, provide supporting documentation of behavior that led to the incident and efforts made to correct same. Administrators shall ensure that information is available regarding what action was taken when a student is referred to the office for a discipline issue.

The following information and supports will be provided at the District and building level related to student discipline:

- Prior to the first student day, teachers will receive information concerning applicable federal, state, and local laws; district rules, regulations and procedures pertaining to student rights, due process and the processing of student discipline.
- Teachers shall also receive documentation showing disciplinary codes and discipline flow charts.
- In September of each school year, each building principal and the teaching staff shall meet to develop, revise, and/or review building discipline standards and enforcement of those standards. Building discipline standards shall include a rapid response plan for emergencies that may occur in the building or on the school grounds. Such standards shall be consistent with the provisions of this agreement and appropriate statutes. The building principal shall provide a copy of the discipline standards developed at the building level to each employee in the building by September 30 of each school year.
- There shall be at least one classroom teacher on the building discipline committee. This committee shall review and update the building disciplinary policies and standards on an annual basis after reviewing student discipline data. If this committee meets outside of the normal workday/year, committee members shall be paid at the appropriate Extra Work Rate from Appendix B, unless such duties are compensated through a leadership stipend.
- The District shall provide a copy of the District's student discipline policy to each employee within ten (10) days following the start of school, the employment of a new certificated employee, or the adoption of a new or revised discipline policy.

- Standard protocols will be established for employees regarding interruptions of teaching, planning and lunch due to disruptive students. These protocols shall include a plan of student supervision and returning staff to their regularly scheduled work assignment.

A student who has been excluded from class in compliance with state law and District policy shall not be returned to that class until the teacher and administrator or designee have conferred\* or for two days, whichever occurs first ([RCW 28A.600.020](#)). [WAC 392-400-330](#) and [WAC 392-400-335](#) also apply to any such removals and require, among other things, that any removal of more than the balance of the school day be documented as and meet the standards for a suspension, expulsion or emergency expulsion.

\*Confer: Confer shall mean that the administrator or designee and teacher shall discuss appropriate behavioral expectations, as well as probable interventions, strategies or consequences for future, similar infractions.

## **Section 21.2 Use of Restraint or Isolation – Limitations**

Except in the case of emergencies, no employee will be expected to implement isolation and restraint procedures without proper training. Pursuant to [RCW 28A.600.485](#), teachers may use restraint or isolation on a student only when reasonably necessary to control spontaneous behavior that poses an imminent likelihood of serious harm. Restraint or isolation must be closely monitored to prevent harm to the student, and must be discontinued as soon as the likelihood of serious harm has dissipated. Teachers shall document any use of restraint or isolation as required by state law and District policy, and shall be available to explain the circumstances of such restraint to parents or advocates for students.

## **Section 21.3 MTSS-B Meetings, Due Process Hearings, and Re-Entry Meetings**

If an employee is required to attend (or submit information) to MTSS-B, Due Process Hearings, or Re-Entry Meetings, the teacher's attendance at said meeting shall not be scheduled during a teacher's planning period unless another time is not reasonably available.

## **Section 21.4 Emergency Circumstances**

In emergency situations regarding the exercise of authority by a teacher to control and maintain order and discipline, the teacher shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws and regulations.

A student may be removed immediately from a class, subject or school event by a teacher or authorized personnel without first attempting other forms of discipline\* only if the student's words or actions pose an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process. Otherwise, teachers must first attempt other means of addressing the behavior before removing the student. When a student is removed for emergency circumstances, the teacher or other school personnel must immediately notify the principal or their designee. See [WAC 392-400-330](#).

\* "Other Forms of Discipline" means all other behavior intervention strategies used in response to a behavior violation that do not exclude the student from the instructional setting. These other forms of discipline are used at the discretion of the educator, provided they are consistent with the individual student's needs, the educator's training, best practices and legal and ethical obligations of the educator, including being applied equitably, in accordance with the District and building student discipline policies. The highest consideration should be given to the judgment of educators regarding conditions necessary to maintain the optimum learning atmosphere.

In situations where there has been a "room clear" or other significant behavioral disruption, if there is to be a communication with parents, the principal, in consultation with the teacher, will determine who is the best person to make that communication and its content. Such communications should not name individual students.

If a student is removed from a classroom after behaviors significant enough to warrant a "room clear," a plan of support will be developed to address the reported behavior with involvement of parents.

administration, student and teacher. For students with an existing plan, the plan will be reviewed as necessary to ensure it continues to be appropriate.

## **21.5 Teacher and Student Protections:**

Any employee who is the victim of an assault or other violent criminal offense committed by a student shall have the right to:

- a- meet with his or her supervisor within two (2) days of the incident or as soon as possible.
- b. meet with the Deputy Superintendent, if appropriate, within two (2) days of the incident or as soon as possible.
- c. be provided access to the Employee Assistance Program
- d- receive additional training if requested by the teacher.

## **Section 21.2 21.7 Weapons and Dangerous Devices.**

Certificated employees are authorized to take reasonable and prudent measures to protect themselves or others within district guidelines and policies.

Employees will not be expected or required to provide emergency treatment in situations involving weapons until/unless the scene has been secured by police security personnel. Possession or use of weapons, explosives, illegal knives, or other items capable of producing bodily harm is prohibited. Except in extenuating circumstances, the penalty will be emergency expulsion.

## **Amend Section 19.7 as follows:**

Section 19.7. Harassment.

(A) The District shall take appropriate measures to avoid workplace intimidation and harassment from outside sources, students and other District personnel.

(B) In the event a student assaults an employee, or is found in disciplinary or adjudicative proceedings to have committed any offense under RCW 9A.36 – Assault – Physical Harm, RCW 9A.40 – Kidnapping, Unlawful Imprisonment, Custodial Interference, Luring, Trafficking, and Coercion of Involuntary Servitude, RCW 9A.46 – Harassment, or RCW 9A.48 RCW – Arson, reckless burning, and malicious mischief when the act is directed towards the teacher/ employee, the student shall be disciplined according to District policy and due process, and the employee, at his/her option, may request that the student be reassigned to another class, in accordance with WAC 392-400-810 as now existing or as may be hereafter amended.

(C) Schools may enact reasonable rules to bar the use of cell phones and other electronic devices capable of audio or video recording of the classroom. Employees who confiscate cell phones or other electronic devices, shall turn such devices over to the building administration which shall secure the devices until returned to the student or parent.

(D) Students who direct verbal abuse at an employee or who engage in vulgar or lewd conduct in the presence of an employee shall be disciplined according to District policy and due process. The employee may request that the student be removed from the employee's classroom. Communications from threatening parents shall be restricted. Conferences with threatening parents shall be conducted with at least one administrator present.

(E) Students found to have used District resources to knowingly make false, obscene or defamatory depictions of or claims against an employee or to include an employee's image without his/her permission shall be disciplined according to District policy, due process, and applicable laws. The employee may request that the student be reassigned to another class. Students who engage in inappropriate behavior from off campus may be subject to District disciplinary policy as permissible under applicable law.

(F) Students who falsely accuse an employee of misconduct shall be disciplined according to District policy, due process, and other applicable laws. The employee may request that the student be reassigned to another class.

## **Amend Article 36 as follows:**

ARTICLE 36 -- LIABILITY INSURANCE -- CERTIFICATED EMPLOYEE PROTECTION

Section 36.1. The District shall hold certificated employees harmless and defend them from any financial loss, including reasonable attorney fees, for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act, or failure to act, by such certificated employee, on or off school property, provided such certificated employee, at the time of the act or omission complained of, was acting in a reasonable and prudent manner within the scope of his/her employment or under the direction of the District. ([RCW 28A.400.370](#))

Section 36.2. The District shall provide liability insurance for each certificated employee in the amount of \$1,000,000. This coverage shall be afforded in excess of any and all coverages that the employee may have at the time of the loss. The coverage is intended to cover the employee during school duties, while on school premises and at school-sponsored activities. There is no coverage if the claimant is involved in other than a school function. The District cannot be obligated to provide insurance for the employee's vehicle on a first-party basis.

Section 36.3. Any case of assault, arising out of an employment-related situation, upon a certificated employee shall be promptly reported to the District. The District shall render legal assistance to the certificated employee in connection with handling of the incident by law enforcement and judicial authorities. The District shall not interfere with any employee's decision to participate in the prosecution of anyone who violates [RCW 28A.635.010](#)—Abusing or insulting teachers and/ or [RCW 28A.635.030](#) Disturbing School Activities.

## **Elementary Class loads**

### **ARTICLE 24 – CLASS LOAD**

Section 24.2. Elementary Limits. The District shall provide class size ratios that do not exceed the following numbers at the elementary level, grades K-5:

Kindergarten	22 per session
Grade 1	23 per session
Grades 2 and 3	25 per session
Grades 4 and 5	27 per session
Elementary Specialist	<u>28 per session</u> <del>175 per day</del>

The Association agrees to release the District from this obligation in the event the District should suffer a levy loss. If state funding for K-4 changes, the parties agree to return to negotiations to discuss any necessary changes to this section.

If, after the first two weeks of the school year, an elementary class or daily load exceeds the District limits stated above, the teacher shall have the option of choosing one (1) of the following remedies which shall be communicated to the building principal. and the principal shall meet and develop a plan of action that is satisfactory to the employee within five (5) working days. The parties will initiate the plan of action overload remedy within five (5) working days of said conference notice to the building principal. ~~Options may include, but are not limited to, the following:~~

- ~~a. One hour of paraeducator assistance per day based on availability;~~
- b. Compensation at \$15 per day starting the first day of attendance;
- ~~c. Moving students/staff~~
- d. Release time of one-half day every other week;

Other remedies as agreed to between the employee and the principal.

~~If the overload concern cannot be resolved at the building level, the staff person and the principal shall, individually or mutually, refer the issue to the K-12 PK-12 administrator. A conference will be held within five (5) working days to discuss the issue(s) and the parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of said conference.~~ In addition to the option selected from the resolutions mentioned above, employees shall receive \$100 for each month they are in overload based on the monthly enrollment counts, beginning with the October enrollment count.

Elementary Specialists--Elementary PE, ITS, science, and music specialists shall teach no more than seven (7) class periods per day, with total weekly contact time not to exceed that of classroom teachers. Elementary specialists shall receive 1/7<sup>th</sup> of the \$100 overload resolution set forth above per overloaded class, for each month they are in overload based on the monthly enrollment counts.

## Secondary Class Loads

### ARTICLE 24 – CLASS LOAD

#### Section 24.3 Secondary Limits.

The District shall provide class size limits that do not exceed the following numbers at the secondary levels, grades 6 through 12:

Middle Schools	4 teaching periods: 32 per class, 127 per day
	5 teaching periods: 32 per class, 159 per day
	6 teaching periods: 32 per class, 191 per day

High Schools <u>Secondary</u>	4 teaching periods: 31 per class, 124 per day
	5 teaching periods: 31 per class, 155 per day
	6 teaching periods: 31 per class, 180 per day*

\*Note: This line currently applies only to ~~high school~~ secondary teachers who are compensated for teaching during their planning time pursuant to Section 8.3.

The class size limits will not apply to traditionally large classes (i.e. choir, band). Physical education shall not exceed 40 students.

If the District considers changing to a different schedule at the middle or high school level (e.g., moving to an A/B schedule ~~or eliminating double plan time~~), this provision will be reopened as necessary to determine how the above class size limits will apply.

Class sizes may be additionally limited by available equipment. The maximum number of students in each classroom shall be determined by the building administrator in consultation with the certificated teachers using those rooms and/or the respective department chair.

If a secondary class exceeds the limits as stated above, the teacher shall have the option of choosing one (1) of the following remedies which shall be communicated to the building principal. ~~and the principal shall meet and develop a plan of action that is satisfactory to the employee within five (5) working days. The parties will initiate the plan of action overload remedy within five (5) working days of said conference notice to the building principal. Options may include, but are not limited to, the following:~~

- ~~P~~ One hour of paraeducator assistance per day based on availability
- Compensation at \$15 per day starting the first day of attendance
- ~~Moving students/staff~~
- Release time of one-half day every other week

Other remedies as agreed to between the employee and the principal.

In addition to the option selected from the resolutions mentioned above, employees shall receive \$100 for each month their daily totals are in overload based on the monthly enrollment counts, beginning with the October enrollment count.

#### Section 24.4 – CCL

## Special Education Caseloads

### ARTICLE 24 – CLASS LOAD

Section 24.5. Special Education Caseloads. The District will make a good faith effort to equalize workload for special education staff members and to equitably assign the number of buildings to be served by itinerant speech language pathologists, occupational and physical therapists, social workers, and psychologists. Learning Support Services will conduct regular meetings with special education teachers and support staff during the school year to determine whether additional supports are necessary. Any special education classroom teacher, special education specialist (SLP, OT, PT, Psychologist, Vision Specialist, Social Workers), or group of specialists, who faces inequitable challenges in meeting IEP responsibilities because of an extra heavy workload shall first explore options for assistance from professional colleagues within the district, which may include building teams when appropriate. Workload could be heavier than usual because

of challenges such as additional students on the specialist's caseload, particular students with unique needs, traveling between multiple buildings, special assignments, or the due dates of IEP or evaluation documents.

If a special education teacher's or specialist's caseload issue cannot be solved within the group of colleagues, the employee and the principal and/or district administrator assigned to supervise that group of specialists or teachers shall confer and develop a plan of action satisfactory to the employee within five working days. The parties will initiate the plan of action within five working days of said conferences.

~~Options may include but are not limited to the following:~~

- ~~• Hiring of additional staff~~
- ~~• The assignment of paraeducator or clerical assistance~~
- ~~• Reallocation of responsibilities for particular students~~
- ~~• Additional paid time~~
- ~~• Additional release time for the planning and drafting of IEPs or evaluations~~
- ~~• Reallocation of non-special education responsibilities~~

If the overload concern cannot be resolved at this level, the staff person and the principal/district administrator shall, individually or mutually, refer the issue to the PK-12 administrator. A conference will be held within five (5) working days to discuss the issue(s) and the parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of said conference.

If any special education classroom teacher's caseload exceeds 35 special education students, or if any special education classroom is assigned more than twenty (20) students per class period this inquiry will be triggered automatically. In addition to the resolutions mentioned above, employees shall receive \$100 for each month they exceed these caseload or class size numbers, based on monthly enrollment counts, starting with the October enrollment count. For support center, pre-school or Strides teachers, this compensation will be triggered by any class or caseload above twelve (12) students. The following chart reflects these caseload and class size triggers:

<u>Classroom</u>	<u>Maximum</u>	<u>How determined</u>
<u>Support Center</u>	<u>12</u>	<u>IEP caseload</u>
<u>Developmental</u> <u>Pre-School</u>	<u>12</u>	<u>IEP caseload</u>
<u>Strides</u>	<u>12</u>	<u>IEP caseload</u>
<u>Special education caseload</u>	<u>35</u>	<u>IEP caseload</u>
<u>Special education class</u> <u>size</u>	<u>20</u>	<u>Students per period</u>

Options may include but are not limited to the following:

- Hiring of additional staff
- The assignment of paraeducator or clerical assistance
- Reallocation of responsibilities for particular students
- Additional paid time
- **Overload pay at \$15 per day**
- Additional release time for the planning and drafting of IEPs or evaluations.
- Reallocation of non-ELL responsibilities

***Note: Resolution options listed after the second paragraph of Section 24.5 in CLL have been relocated to follow the new caseload/class size chart. The overload pay option is listed in bold to designate that it is an addition to CCL.***

Section 24.6. ELL Caseloads. The District will make a good faith effort to equalize workload for ELL staff members. Any ELL classroom teacher who faces inequitable challenges in meeting WLPT II responsibilities because of an extra heavy workload shall first explore options for assistance from professional colleagues within the district, which may include building teams when appropriate. Workload could be heavier than usual because of challenges such as additional students on the employee's

caseload, particular students with unique needs, traveling between multiple buildings, special assignments, or the due dates of required documents.

If an ELL teacher's workload issue cannot be solved within the group of colleagues, the employee and the principal and/or district administrator assigned to supervise ELL teachers shall confer and develop a plan of action satisfactory to the employee within five working days. The parties will initiate the plan of action within five working days of said conferences.

Options may include but are not limited to the following:

- Hiring of additional staff
- The assignment of paraeducator or clerical assistance
- Reallocation of responsibilities for particular students
- Additional paid time
- Overload pay at \$15 per day
- Additional release time
- Reallocation of non-ELL responsibilities

If the overload concern cannot be resolved at this level, the staff person and the principal/district administrator shall, individually or mutually, refer the issue to the PK-12 administrator. A conference will be held within five (5) working days to discuss the issue(s) and the parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of said conference.

### **Recognition of previous experience**

#### **ARTICLE 26 – SALARY SCHEDULES AND GUIDELINES**

Section 26.3. For all certificated employees hired the number of years of professional education employment completed in Washington State or out of state shall be used for salary schedule placement. Using OSPI guidelines, partial years shall be accumulated to complete full years. Any remaining partial years shall be rounded utilizing the same criteria established by OSPI for S275 reporting purposes. No more than 1.0 year of experience may be counted for any 12-month period.

The District shall recognize previous experience in a school setting, including previous experience in a school setting contracted through an agency, for Occupational Therapists, Physical Therapists, Audiologists, and Speech and Language Pathologists.

### **Substitute Salaries**

#### **ARTICLE 26 – SALARY SCHEDULES AND GUIDELINES**

Section 26.7. Represented Certificated Substitutes. Substitute employees shall be paid no less than \$145-~~\$132~~ per full day (\$72.50 ~~\$66~~ for half day). If a substitute works more than thirty (30) full days in the current school year, the substitute will receive not less than 105% of the regular substitute pay rate, retroactive to the first full day worked in the current school year. On the 20th day of work in a single continuing assignment, retroactive to the first day of the assignment, a substitute shall be paid \$150 ~~\$185~~ per full day. During the term of this Agreement the District will annually review substitute rates and consider adjustments based upon comparable District sub pay and the District's financial resources. The District will reopen sub wages for the 2021-2022 school year after conducting a survey of surrounding districts and reviewing the District's fill rate for substitutes during 2020-2021.

Full-time substitute teachers with an assignment of one (1) full semester or longer shall be placed and paid at step BA-0 of the FPEA Salary Schedule and receive health care benefits through the SEBB, if eligible, subject to SEBB guidelines.

The District will supply the Association with a current, active substitute teacher work list on a quarterly basis, including number of days worked.

The District will not use scheduling to prevent a substitute teacher from achieving represented status. Failure to employ or not to re-employ a substitute teacher by the District is not subject to the provisions of this contract; shall not be considered a disciplinary action and is not grievable.

The District will not require student teachers to substitute during their student teaching.



## **Dual Language Stipend**

### **ARTICLE 26 – SALARY SCHEDULES AND GUIDELINES**

#### Section 26.8. Dual Language

Dual language teachers shall receive an annual \$500 stipend to account for additional duties required of the dual language position.

## **District Training Calendar**

### **ARTICLE 27 – PROFESSIONAL GROWTH**

Section 27.7. District Training Calendar --The Teaching and Learning Department will publish a training calendar prior to the first day of ~~each quarter~~ PRAD week that includes all grade level/content meetings and PRAD topics. Topics for the fall and winter PRAD days will be published at least four weeks prior to the scheduled PRAD day. For PRAD days in August the calendar will be published prior to the last day of school. With administrative approval prior to the training, staff can attend training and/or conferences specific to their job assignments in lieu of PRAD days. Prior to the end of the school year the District will conduct a staff survey on the training opportunities provided and publish the results of to the survey to the staff.

## **Classroom coverage**

### **ARTICLE 31 - CLASSROOM COVERAGE**

A regular certificated employee will not be asked to substitute for another employee except in an emergency or when reasonable efforts to secure a substitute are unsuccessful. If any employee under contract is required by the District to substitute for another employee, said certificated employee shall be compensated for the loss of planning at the rate of \$50 per hour. If this loss of planning is under one hour, it will be rounded up to the nearest twenty-minute increment (10-20 minutes = \$16.67, 21-40 minutes - \$33.34, 41-60 minutes = \$50.00.) The District or the Association may reopen this provision for 2021-2022 in conjunction with a review of substitute pay and coverage rates.

~~A process will be developed and published at the building level to provide volunteers for class coverage. In the event volunteers are not available, mandatory class coverage will be assigned on an equitable basis based on the needs of the building.~~

Building coverage plans shall be developed by the Building Leadership Team for class coverage. The plans shall be designed to be as equitable as possible for all and will be published at the building level. These plans shall also consider what to do when paras are absent.

At the elementary level, a good faith effort will be made to balance competing interests in a manner that is most consistent with promoting student learning. In general, this means principals should avoid canceling a class or service to cover another teacher's classroom unless other less impactful options are unavailable.

If teaching specialists (Title I, LAP, Learning Specialist) are asked to cover classes during their planning time, the coverage provided will be with the least impact to students and teachers and they will be compensated at the same rate as listed above.

If students from an uncovered classroom are distributed to two or more employees, the substitute pay will be divided equally among the employees sharing the load, including a pro rata amount for specialists if impacted.

Teachers who deal with emergency student behavior issues during their planning period shall be compensated for their missed planning time with administrative approval.

Substitute teachers who are subbing in the same classroom for more than twenty (20) consecutive days and who are asked to cover a class during their planning time shall be paid at the same rate for covering classes as regular certificated employees.

## **Travel and reimbursement**

### **ARTICLE 34 – TRAVEL AND REIMBURSEMENT**

#### Sections 34.1 – 34.6 – CCL

## Section 34.5 Supervision of Students Away From School

Employees assigned to supervise students at District approved events away from school shall be reimbursed their personal food, lodging, and mileage expenses incurred while performing their supervisory duties provided they follow District procedures for approval of reimbursement. Employees desiring reimbursement for in-district travel will follow the District's procedures relative thereto. Per diem is not authorized.

### **SEBB Benefits**

#### **ARTICLE 35 -- HEALTH AND SALARY INSURANCE CONTRIBUTIONS**

***Note: Article 35 of the 2016-2020 CBA was modified by the MOU of 11/20/2019 between FPEA and the District regarding the impacts of the transition to the School Employees Benefits Board (SEBB) as of January 1, 2020. The following language shows the changes made to the post-MOU version of Article 35. Hyperlinks to sections of law have been added. The reference to RCW 50A.04.045 in Section 35.4 has been updated to refer to RCW 50A.15.060, per legislative recodification that took effect in 2020.***

#### **Section 35.1 School Employees Benefit Board (SEBB) Program:**

Employee health benefits are provided through the School Employees Benefits Board (SEBB) beginning January 1, 2020. All information contained in this Section related to current SEBB offerings, eligibility, and enrollment is subject to change by the state. This Section will be amended to conform to any such changes.

As required by WAC [182-31-030](#), the District will carry out all actions, policies, and guidance issued by the SEBB program which are necessary for the operation of benefit plans, education of school employees, claims administration, and appeals process including those described in chapters [182-30](#), [182-31](#), and [182-32](#) WAC.

As required by SEBB rules, the District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

The District will implement the School Employees Health Care Coalition agreement when deducting the established employee rates to be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits provided to employees through SEBB include but are not limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

#### **Section 35.2 Eligibility**

Eligibility will be determined according to SEBB rules. Under those rules, all Employees, including substitute employees, are eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective. Any changes to this eligibility threshold at the state level will be implemented by the District on the effective date unless otherwise agreed.

All compensated hours in any certificated position within the District count for purposes of establishing eligibility. An employee who is not anticipated to work six hundred thirty hours within the school year because of the time of year they are hired but is anticipated to work at least six hundred thirty hours the next school year, establishes eligibility for the employer contribution toward SEBB benefits as of their first working day if they are a nine to ten month school employee anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school.

Any employee who has worked 630 hours in the previous two years and is returning to a the same type of position(s) will be deemed eligible for benefits as provided in SEBB rules. See WAC [182-31-040\(3\)\(b\)](#).

The HCA provides medical coverage to eligible state registered domestic partners (and their eligible children).

### Section 35.3 Benefit Enrollment and Continuity of Coverage

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. See WAC [182-31-040](#).

### Section 35.4 Leaves

Paid leave hours shall count towards eligibility for benefits under this section to the extent provided by SEBB rules.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to be eligible for insurance coverage in accordance with the federal FMLA or RCW ~~50A.04.245~~ [50A.15.060](#).

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA). See WAC [182-31-100](#).

### Section 35.5 Benefit Termination

The District's contribution toward school employees benefits board (SEBB) benefits ends the last day of the month in which the school year ends. The employer contribution toward SEBB benefits will end earlier than the end of the school year if one of the following occurs:

- (a) The District terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the employer-initiated termination notice is effective;
- (b) The employee terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective; provided, that when employees eligible for benefits separate from

employment after completion of the employee's full contract obligation the separation will be effective August 31 for purposes of SEBB eligibility; or

- (c) The school employee's work pattern is revised such that the employee is no longer anticipated to work six hundred thirty hours during the school year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

If the District deducted the school employee's portion of the premium for SEBB benefits from their pay after the school employee was no longer eligible for the employer contribution, SEBB benefits end the last day of the month for which school employee premiums were deducted.

If the employee is transitioning to retiree health care or health care by another employer, the effective date may be earlier as designated by SEBB guidance.

#### Section 35.6 Legislative Changes and Reopeners

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes. Such changes shall occur on the effective date unless otherwise agreed.

#### Section 35.7. VEBA.

The Association annually may conduct a vote of affected employees to determine whether or not sick leave cash out of those employees may be put into a VEBA account for post-retirement health care. If the affected employees so vote by simple majority, all of them must participate in the VEBA program.

#### Section 35.8. Health Care Committee

The District will establish a healthcare committee and the Association shall have a member on the committee. The Committee shall have input into choices in health care options prior to their adoption by the District.

#### **Sick leave**

#### **ARTICLE 39 – ILLNESS, INJURY AND EMERGENCY LEAVE**

Section 39.1. Every employee under contract for a full school year in a position requiring certification shall be entitled to twelve (12) days sick leave for personal illness, and/or injury or illness. Sick leave is available when employees are unable to work due to a health condition regardless of whether the condition relates to physical or mental health. Such leave is also available for medical appointments or treatment. Consistent with state law, an employee may also use his/her sick leave to care for: (a) his/her child with a health condition that requires treatment or supervision; or (b) his/her spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. In addition, emergency leave is available pursuant to Section 39.10 due to the serious illness of other members of the immediate family. Sick leave not taken shall accumulate up to the maximum number of days employees are allowed to cash out upon separation of employment under state law.

An employee may use a maximum of ten (10) days of sick leave following the birth or adoption of the employee's child to care for the mother and/or child. Additional sick leave may be used in accordance with the above paragraph.

An employee, under contract as a part-time employee, shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the total number of days contracted bears to the number of days in the certificated employee basic work year. Pay for any period of absence shall be the same as would have been received by contract for such period of absence. All sick leave must be taken in units of half or full days.

***Eliminate Appendix J. Integrate this edited language of the former Appendix J into Section 39.9.***

Section 39.9. Leave Sharing. Procedures for leave sharing will be implemented according to District policy and regulation as included in Appendix J.

## **APPENDIX J**

### **Policy No. 5406 Personnel** **LEAVE SHARING**

The district shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition, or who has been called to service in the uniform services.

Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his or her employment with the district.

Procedures for leave sharing will be implemented according to District Policy and regulation. See District Procedure 5406P. ~~The superintendent is directed to establish procedures to donate leave for staff members who earn personal holiday leave, staff members who accrue annual leave and sick leave, and staff members who accrue leave to be used for illnesses, injuries, or emergencies. The superintendent is directed to administer the leave sharing plan in a manner consistent with state law and applicable collective bargaining agreements.~~

### **FMLA and PFML**

#### **ARTICLE 40 – FAMILY AND MEDICAL LEAVE**

The District agrees to comply with the terms of all federal and state laws entitling certain employees to unpaid and/or paid family and medical leave including the federal Family and Medical Leave Act (FMLA), the Washington State Family Leave Act, and the Washington State Family Leave law. The District will provide copies of the law to employees as requested. Any unused sick leave must be used in conjunction with leave through the Family Medical Leave Act. An employee must have been employed by the District for at least one year in order to be eligible for FMLA. See District [Policy 5404](#).

#### **Washington State Paid Family and Medical Leave (PFML)**

Commencing on January 1, 2020, employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. For as long as this program is in effect, the District will pay that portion of the payroll deduction for the premium that it is required to cover by statute. Eligibility criteria for this program are determined by the state (current employees are eligible if they work 820 hours per year). Information on this program is available through the Human Resources office or at the state Employment Security Department's [website](#).

PFML benefits shall include up to twelve (12) weeks of paid leave per year, paid by the state, for qualifying reasons including but not limited to care of self and family due to a serious health condition. PFML generally runs concurrently with the period of unpaid leave to which employees are entitled under FMLA. As required by FMLA regulations this generally means that weekends, holidays and school breaks do not count toward the employee's PFML entitlement.

Employees may choose to use PFML prior to exhausting other paid leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

### **Lactation/expression of milk**

#### **ARTICLE 41 – PARENTAL/ADOPTIVE LEAVE**

##### **Sections 41.1 – 41.2 – CCL**

Section 41.3. Lactation/Expression of Milk. As required by [RCW 43.10.005](#), the District shall provide reasonable break time for an employee to express breast milk for two years after the child's birth each time the employee has need to express the milk and provide a private location, other than a bathroom, if such a location exists at the school or worksite, which may be used by the employee to express breast

milk. If the worksite does not have a space for the employee to express milk, the employer shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

## **Personal Leave**

### **ARTICLE 44 – PERSONAL LEAVE**

- (A) Two (2) days of personal leave shall be granted at the discretion of the employee to take care of personal matters which cannot be taken care of outside the workday. Unused personal leave may be accumulated up to a maximum of ~~four (4)~~ five (5) days provided, that advance permission is required before using personal leave of more than two (2) days at a time. Only one (1) day of personal leave will be granted for each employee after May 1st. The employee shall provide one (1) day's advance notice prior to taking personal leave. Personal leave will not be used to extend a holiday or vacation unless written approval is provided by Human Resources and at least three (3) weeks advance notice is given by the employee.

Employees may cash-out ~~two~~ three unused personal leave days per year after June 1 and receive his/her per diem rate of pay. \*

Personal leave days may only be cashed out as full days, not as half days.

A request for cash-out must be made by the end of the school year. Forms will be available through the payroll office after June 1st.

\*Employees may not cash out personal leave days during their last two years of employment prior to retirement.

*Remainder of Article – CCL*

## **Contract Duration**

### **ARTICLE 49 – DURATION**

Section 49.2. This agreement shall be in full force and effect from September 1, ~~2016~~ 2020 to August 31, ~~2020~~ 2023, with the following openers at the end of 2020-2021, for changes to be effective in 2021-2022:

- 504 Stipends, per Appendix E;
- Substitute wages, per Section 26.7; and
- Class Coverage, per Article 31.

It is the intent of the parties to be able to amend, modify, or add to this agreement at any time during the term of this agreement. Therefore, either party to the agreement may request negotiations with respect to any provision of this agreement or to include a provision(s) that is not currently contained herein by giving written notice to the other party. The notice shall describe the provision(s) or other subject matter to be negotiated and the reason(s) for the request.

Negotiations shall commence on a mutually agreeable date.

Any modification mutually agreed to in writing by the parties shall be incorporated into the agreement upon ratification by both parties unless another effective date is specified.

## **Salary**

### **APPENDIX A – SALARY SCHEDULE**

***Appendix A, Salary Schedule is to be adjusted as follows for the duration of this Agreement:***

**2020-2021:** Increase all salaries by the state-funded inflationary adjustment of 1.6%.. In addition:

- A. For 2020-2021 only, employees will not be required to attend more than two (2) of the five (5) evening events required under Section 8.8.

- B. For 2020-21 only, the days currently scheduled for PRAD days in October and January will be converted to non-work days. The professional development planned for those days may be scheduled over four (4) of the asynchronous Wednesday afternoons built into the regular school calendar.

**2021-2022:** Increase all salaries by the inflationary adjustment, if any, funded by the Legislature for 2021-2022, plus 0.5%.

**2022-2023:** Increase all salaries by the inflationary adjustment, if any, funded by the Legislature for 2022-2023, plus 0.5%.

If IPD is a negative number in 2021-22 and 2022-23, the minimum salary increase is 0.5%, provided there has been no reduction in the salary allocation or other state funding sources. If such a reduction occurs, the District may reopen on salaries.

#### **Extra pay work schedule**

#### **APPENDIX B – EXTRA PAY WORK SCHEDULE – HOURLY RATE**

2020-21 and beyond: CCL

***Note: Current contract language calls for an extra pay rate of \$36.77 per hour, and for the hourly rate to be adjusted annually by the same percentage that the base salary is increased by.***

#### **Extra work stipends, Appendix C**

#### **APPENDIX C – EXTRA WORK**

Group 1 - \$5113

Group 2 - \$2556

Group 3 - \$1461

Automatic annual increase of IPD starting in 2021-2022.

***Note: Current contract language for extra work stipend amounts will remain through 2020-2021, but extra work stipends in Appendix C will automatically increase by IPD starting in 2021-2022.***

#### **Extra work stipends, Appendix D**

#### **APPENDIX D – ~~2018-2019~~ 2020-2021 EXTRA WORK**

Group 1 - \$3353

Group 2 - \$1530

All amounts on Appendix D will automatically be increased annually by the implicit price deflator (IPD) in ~~2019-20~~.

***Note: A-37 reflects CCL of Appendix D with the additions of updated stipend amounts per annual IPD increase, and clarifies that the automatic IPD increase is annual.***

#### **Student Activity Stipends**

#### **APPENDIX E – EXTRA WORK**

**TA:**

1. CCL; and
2. Beginning 2021-2022, all amounts will be increased by the state-funded IPD, if any.

The District or the Association may reopen on 504 stipends at the end of 2020-2021, with changes to take effect in 2021-2022.

#### **OTHER ISSUES**

**Updating non-substantive references to “K-12” to “PK-12”**

Change all K-12 references to PK-12 where the substitution does not result in a substantive change to the CBA’s terms. To be implemented upon finalizing the 2020-2023 CBA.

**Note:** *The references to “K-12” in the 2016-2020 CBA that can be updated to “PK-12” without any substantive change to the terms of the CBA include:*

- *All references to “K-12 administrator” in Article 24, Class Load, can be updated to “PK-12” without resulting in substantive changes to the terms of the CBA. The TA on A-20 includes updates to several of these instances.*
- *The reference to “K-12 administrator” in Article 34, Travel and Reimbursement, can be updated without any substantive change to the terms of the CBA.*
- *References to “K-12” in Appendix Q, Certificated Support Personnel Evaluation (longform), can be updated to “PK-12” without any substantive change to the terms of the CBA.*
- *References to “K-12” in Appendix R, Certificated Support Personnel Evaluation, can be updated to “PK-12” without any substantive change to the terms of the CBA.*

**Consolidating Appendices**

*The Association and the District agree to consolidate and reorganize the appendices, and to update references to appendices upon finalizing the 2020-2023 CBA.*

**Inserting hyperlinks into the text of the CBA**

*The District and the Association expressed a mutual interest in, and agreed in concept to, hyperlinking all references to board policies and procedures, statutes and regulations, and other pertinent information available online in the text of the CBA.*

**D-7 CBA Cleanup:**

*The District and the Association agree in concept to do a final cleanup of the CBA at the end of bargaining.*





## Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
253-298-3010, Fax 253-298-3015  
[www.fpschools.org](http://www.fpschools.org)

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** 2020-2023 Public School Employees Collective Bargaining Agreement

### **BACKGROUND INFORMATION**

Public School Employees of Franklin Pierce (PSE) and Franklin Pierce Schools have reached a tentative agreement regarding the PSE 2020-2023 Collective Bargaining Agreement. A link to the prior [PSE Collective Bargaining Agreement](#), a bargaining highlights document, and a master document of all tentative agreements reached during our recent negotiations are attached for your review.

### **RECOMMENDATION**

I move that the Board of Directors approve the 2020-2023 Public School Employees of Franklin Pierce Collective Bargaining Agreement as presented.

### **ACTION REQUIRED**

## **August 2020 PSE Bargaining Highlights**

### **Article 3 – Rights of Employees –**

Amended to modernize the discrimination statement – now includes sex, gender, and sexual orientation instead of just sex.

### **Article 4 – Rights of the Association –**

Amended to state electronic copies of the Collective Bargaining Agreement would be provided to members instead of printed copies.

### **Article 5 – Hours of Work and Overtime –**

Amended to include a requirement that newly hired Support Center paraeducators would be given 2 hours Special Education training within the first week of hire.

Added the option of adding full or partial days to the paraeducator calendar. This would allow for paras to be included in some PRAD activities or to learn about new curriculum adoptions.

Added one additional day to the LPN/Health Tech calendar for before school starts activities (logging immunizations, etc.)

### **Article 6 – Holidays and Vacations –**

Amended to no longer require a doctor note to use sick leave adjacent to a holiday. Doctor notes will only be required if leave abuse is suspected.

### **Article 7 – Sick Leave, Bereavement Leave, Emergency Leave, Leave of Absence –**

Amended bereavement leave to align this group with others in the district; offering five days of bereavement leave to defined family members and one day of leave for non-defined relatives and close friends.

Amended to include the standard statement regarding Washington's Paid Family Medical Leave program. This brings this agreement into alignment with all other agreements in the district.

Added one additional personal leave day each year, bringing them up to two personal days per year, which aligns with all other employee groups. The language for earning this leave was simplified and the carry-over from year to year was increased from two days to four days.

### **Article 8 – Probation, Seniority and Layoff Procedures –**

Amended to add a requirement that administrators will make a good faith effort to notify an employee of performance concerns while in the probationary period with enough time to see improvements prior to the probationary period ending.

Amended to only require postings to stay open for five working days instead of ten days to allow hiring administrators to have new staff in positions in a timelier way.

### **Article 10 – Insurance and Retirement –**

Amended replace outdated language regarding medical insurance with the state SEBB program language and removed language regarding a healthcare committee, as that is not longer needed with the SEBB program.

Amended to include boilerplate language regarding the processing of pay and the state retirement system. This language is similar to that in other district agreements.

#### **Article 12 Association of Membership and Checkoff –**

Amended to replace outdated, now illegal language with current language that complies with the Janus decision that made it illegal to require union membership.

#### **Article 13 – Grievance Procedure –**

Amended to update district administration titles.

#### **Article 15 – Salaries and Employee Compensation –**

Amended to update hourly rates for the 3-year term of the contract.

Year 1: All groups receive 1.6% IPD (inflationary price deflator) plus:

Security: 1.6%	General Maintenance: 2.3%
Skilled Trades: 4.0%	IT Support Specialist: 7.1%
Network/Systems Specialist: 0.9%	Nutrition Services Asst III: 3.5%
Nutrition Services Asst II: 1.1%	Nutrition Services Manager II: 9.3%
Baker I: 5.9%	Para Instructor: 3.0%
Head Start Assistant Teacher: 6.4%	Paraeducator - high needs: 4.0%
Paraeducator – Interpret Tutors: 4.8%	Head Start Teacher: 6.6%
LPN: 0.6%	Health Tech: 2.3%

Year 2: All groups receive IPD, if state funded, plus:

Security: 1.6%	General Maintenance: 2.3%
Skilled Trades: 4.0%	IT Support Specialist: 7.1%
Network/Systems Specialist: 0.9%	Nutrition Services Asst III: 3.5%
Nutrition Services Asst II: 1.1%	Nutrition Services Manager II: 9.3%
Baker I: 5.9%	Para Instructor: 3.0%
Head Start Assistant Teacher: 6.4%	Paraeducator - high needs: 4.0%
Paraeducator – Interpret Tutors: 4.8%	Head Start Teacher: 6.6%
LPN: 0.6%	Health Tech: 2.3%

Year 3: All groups receive IPD, if state funded, plus wages may be reopened upon mutual agreement between the district and union.

Amended to bring the longevity language and salary increases into alignment with all other classified agreements. Adding a 20-year and 25-year step.

Amended to clean up the language regarding Nutrition Services clothing and shoe allowance to improve the program for both members and administration. An incentive of \$1.00 per hour was added to catering assignments outside normal working hours to help build the catering program and respond to internal catering requests.

Amended to bring ECEAP teachers, family service specialists into alignment with Head Start teachers for pay and educational recognition.

## **Tentative Agreements (TAs)**

### **Between PSE of Franklin Pierce and Franklin Pierce Public Schools**

**8/5/2020**

*Changes to Current Contract Language shown with ~~striketrough~~ (removed) and underlining (new).*

#### **U1. TA 5/19/2020:**

##### **Section 3.2**

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, gender, sexual orientation, religion, age or marital status or because of a physical disability with respect to a position, without danger to the health or safety of the physically disabled person or others.

#### **U4. TA 5/18/2020:**

##### **Section 4.3**

The names, job classifications, work locations, District hire dates, Union hire dates, and addresses of employees in the respective sub-units will be provided annually by November 1<sup>st</sup> to the President of the Association and updated quarterly. The Association agrees to furnish the District with an electronic copy of the Agreement and ~~printed copies for new members~~, and the District will distribute the Agreement electronically to the members of the bargaining unit. A comprehensive seniority list (District hire dates and Union hire dates) shall be provided to the union on November 1<sup>st</sup> and May 1<sup>st</sup>. ~~During new employee orientation the District will provide employees with written information prepared and provided to the District by PSE, including a printed copy of the CBA.~~

#### **U6 (cross-reference D1, D2):**

##### **Section 5.11 Extra Hours for Paraeducators.**

Prior to the first student day, paraeducators shall be authorized to work three (3) hours at times set by the building administrator to attend staff meetings/prepare for upcoming school year. This work shall be optional and if occurring before Labor Day, shall not make the employee eligible for holiday pay.

Newly hired paraeducators within the district who will be working in the Support Center, EBD classrooms or 1:1 with a student with known behaviors, will be given two (2) hours to complete Safe Schools- Special Education online classes during their first week in the classroom.

#### **D1/D2. TA 5/19/2020:**

##### **Section 5.11. Extra Hours for Paraeducators.**

Prior to the first student day, paraeducators shall be authorized to work three (3) hours at times set by the building administrator to attend staff meetings/ prepare for the upcoming school year. This work shall be optional and if occurring before Labor Day, shall not make the employee eligible for holiday pay.

During the course of the school year, each paraeducator will be provided with the option of working up to four (4) additional hours to attend building functions (i.e., open house, library night, PRAD, etc.), building meetings and building/Agreement training. This time should be arranged in conjunction with the employees' supervisors and must be documented on a form

provided by the District in order to receive payment. It is the paraeducator's responsibility to ensure that he/she works the time so as not to incur any overtime liability. These four (4) hours are not available to LPNs/Health techs, who receive the additional time set forth in Section 5.12, below.

In addition to this time, subject to availability of resources, the District may add partial or full days to the work calendar of employees to facilitate joint training with teachers. Notice of such a change will be communicated to the employee by June 30 for days scheduled the following school year.

~~Provided the state grants the District's request for waiver days and that such waiver days actually occur, such waiver days shall be used for professional development, provided one (1) of the waiver days will be added to the four (4) hours of time each paraeducator receives based upon that paraeducator's regular work day. For example, a paraeducator who is employed to work four (4) hours per day as a paraeducator will receive a total of eight (8) hours of additional time to be worked as described above. A paraeducator who is employed to work six (6) hours per day as a paraeducator will receive a total of ten (10) hours of additional time to be worked as described above.~~

~~In the event of a replacement levy loss or reduction in state or federal funding or if the Legislature amends and/or abolishes I-728 or I-732, the parties will meet to discuss the feasibility of continuing this extra time.~~

#### **Section 5.12. Health Technicians/LPN's.**

Health Technicians and LPNs shall work ~~three~~four (4) days before school begins and one (1) day at the end of the year. Either party may re-open negotiations on the subject of Health Technician/LPN daily assigned hours of work. These days shall be incorporated into the work year calendar of such employees.

### **D3. TA 5/18/2020:**

#### **Section 6.1.1. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked, or is in paid status, on their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, ~~and are not on leave of absence~~ shall be eligible for pay for such unworked holiday. ~~An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays or an emergency as defined in Section 7.1.1. If an employee was prevented from working on either of such shifts as a result of an unscheduled District or school closure, the employee shall be paid for the holiday~~

It is understood that leave taken adjacent to a holiday can cause a hardship to the District and members. Personal leave taken adjacent to a holiday must be preapproved as set forth in Section 7.10. Sick leave taken adjacent to a holiday must be for bona fide illness or injury or emergency as set forth in Section 7.1. The District reserves the right to investigate suspected abuse of leave and to impose discipline if appropriate.

### **U9. TA 5/19/2020:**

#### **Section 7.2 Bereavement Leave**

Regular employees shall be allowed a maximum of five (5) working days leave with pay to

attend the funeral or make arrangements for same in the event of a death in their immediate family. Immediate family is defined as parent, step-parent, spouse, child, ~~foster child, step-child,~~ siblings, grandparents, grandchild, mother-in-law, father-in-law, brother or sister-in-law, or domestic partner. ~~A maximum of five (5) working days of leave with pay will be allowed to attend the funeral or make arrangement for same in the event of a death of the employee's aunt, uncle, niece, or nephew if the aunt, uncle, niece, or nephew are living in the employee's household. One (1) day shall be allowed to attend the funeral of another relative or close personal friend.~~

#### **Section 7.2.1**

A maximum of five (5) working days of leave with pay will be allowed to attend the funeral or make arrangement for same in the event of a death of the employee's foster child, aunt, uncle, niece, or nephew if the foster child, aunt, uncle, niece, or nephew are living in the employee's household.

#### **Section 7.2.2**

One (1) day shall be allowed to attend the funeral of another relative or close friend.

### **U10 (D10). PFML. TA 5/19/2020:**

#### **Section 7.9.1 Washington Paid Family Medical Leave (PFML)**

Commencing on January 1, 2020, employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. For as long as this program is in effect, the District will pay that portion of the payroll deduction for the premium that it is required to cover by statute. Eligibility criteria for this program are determined by the state (currently employees are eligible if they work 820 hours per year). Information on this program is available through the Employment Security Department's website.

### **U11 – Personal Leave**

#### **Section 7.10 Personal Leave**

Upon initial hire into the bargaining unit in a regular position (includes temporary positions, does not include substitute positions) an employee shall be credited with ~~one (1)~~ two (2) days of personal leave per year. ~~Employees who have been employed in a regular position for at least three (3) years shall be eligible for a total of two (2) personal leave days per year.~~

- A. The purpose of the leave is to take care of personal matters which cannot be taken care of outside the workday.
- B. Such leave cannot be taken during the first week or last week of the school year.
- C. Such leave will not be used to extend a holiday or non-work day unless written approval is provided by the Human Resource administrator.
- D. For nutrition services and maintenance employees, the leave must be arranged with the Department supervisor at least two (2) work days in advance of the leave and no more than one (1) employee will be allowed to take the same day off, unless the supervisor determines that doing so will not adversely impact services.
- E. Paraeducators are required to report their absence to the automated substitute system at least two (2) work days in advance of their requested leave. Only two (2) elementary and two (2) secondary paraeducators will be authorized to be out on personal leave on the same day.

If an employee does not use his/her personal leave day, he/she may cash-out one unused personal leave day after June 1<sup>st</sup> and receive his/her regular rate of pay for the day or carry forward one

(1) day of personal leave up to a maximum of ~~two (2)~~ four (4) accrued days. An employee who has accumulated more than one (1) personal day may not use more than (1) day at a time without prior authorization from the employee's building principal or immediate administrator. A request for cash-out must be made by the end of the school year. If an employee is permitted to take personal leave in a half-day increment, the remaining half day shall be available for cash-out or for use by the employee as otherwise provided in this section. Forms will be available online after June 1<sup>st</sup>.

Personal leave shall be credited September 1<sup>st</sup> and shall be pro-rated for employees hired after September 1<sup>st</sup>.

## **U12 –TA 5/19/2020:**

### **Section 8.2.1**

The Administrator in charge of a new hire or a transfer will make a good faith effort to notify the employee of work expectations and to address any performance concerns with the employee as they arise, so that the employee can make any necessary improvements prior to the expiration of the probationary period. ~~must within 30 days go over the expectations for that employee's position. At mid-point of probation the district agrees to identify any unsatisfactory performance to allow time for member to correct such issues.~~

## **D4. TA 5/19/2020:**

### **Section 8.8.**

Within fifteen (15) working days of being apprised of an opening, the District will (1) post the position, (2) notify PSE of its intent not to post the position, or (3) provide information on why neither decision has been made and an expected timeline for making this decision. The District shall publicize for a minimum of ~~ten (10)~~ five (5) calendar working days, by written posting, the availability of open positions. A "working day" for purposes of this section is a day that the District office is open.

## **U13(D5), U14. TA 5/19/2020:**

### **Article X**

**Insurance and Retirement-** Delete current article x and replace with following language.

### **Section 10.1 SEBB**

Employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care Coalition agreement. The District will follow SEBB rules and guidance related to employee eligibility and program administration. The most current information on available benefits is available through SEBB's website, linked here.

### **Section 10.2 Retirement**

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System (PERS) or School Employees Retirement System (SERS), the District shall report, per Department of Retirement Systems (DRS) guidelines, all hours worked, whether straight time, overtime or otherwise.

### **Section 10.3**

Employee Retirement Contribution Deferral: Employee contributions to state retirement systems (PERS or SERS) will be tax-deferred in accordance with applicable State rules and regulations.

## **U15 (D7). TA 5/19/2020:**

### **Article XII**

#### **Association Membership and Check off – Replace Article XII with the following:**

### **Section 12.1**

Under Washington law, the District will not discriminate, restrain, retaliate, coerce, or interfere with an employee's right to join or maintain membership in the Association. Shall a member elect to revoke their membership they must do so in writing to the Public School Employees of Washington.

### **Section 12.2**

The District will notify the Association of all new hires within ten (10) working days of the hire date.

### **Section 12.3**

The District agrees to accept dues authorizations and voluntary political contributions via written, voice authorization or by E-signature in accordance with "E-SIGN". Public School Employees of Washington (PSE) will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE will be the custodian of the records related to dues authorizations. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

### **Section 12.4 New Hire Orientation**

The District will provide PSE reasonable access to new employees of the bargaining unit for the purpose of presenting information about PSE to new employees. "Reasonable access" for the purpose of this section means the access to the new employees within thirty (30) days of the employee's start date withing the bargaining unit; the access is for no less than one (1) thirty (30) minute meeting. Access occurs during the employee's regular work hours, at the employee's regular worksite, or at a location mutually agreed to by the District and PSE. The presentation may occur during a regularly scheduled employees New Employee Orientation (NEO), or at another time mutually agreed to by the District and PSE. PSE shall have the right to distribute materials, such as PSE's new hire packets at the orientation.

### **Section 12.5 Hold Harmless**

PSE will defend and indemnify the District against any claims, suits, orders, judgments, or issues, as a result of the District's implementation of this Article.



## **U16. TA 5/19/2020:**

### **Section 13.1.1**

#### **Step One**

The aggrieved employee shall present the facts concerning the matter in writing, stating the provision(s) allegedly violated, to the appropriate administrator, as defined in this section:

Maintenance:	<del>Assistant</del> Director of Maintenance <u>and Operations</u>
Information Technology:	<del>Executive Director for Information</del> <u>Chief Technology Officer</u>
ParaEd/Health Tech/LPN/Security/:	Building Principal
Nutrition Services:	Director of Nutrition Services
Head Start/ECEAP/ <u>FSS/ELC</u> :	<del>Assistant</del> Director Early Learning

## **U17. Salary / Longevity**

### **Section 15.1.2.**

Effective September 1, 2017 2020: Wages shall be as set forth in the attached wage schedule, which reflects the following adjustments from the ~~2014-17~~ 2017-2020 collective bargaining agreement in addition to the state-funded ~~COLA of 2.3%~~ inflationary adjustment of 1.6%:

~~Paraeducators: 5%~~  
~~Nutrition Services: 5.625%~~  
~~Trades (all): 8.915% + COLA~~  
~~Health Services (LPNs & Health Technicians): 9%~~  
~~Head Start/ECEAP: 4.775%~~  
~~Security: 9.75%~~  
~~Information Technology: 1.25%~~

Security: 1.6%  
General Maintenance: 2.3%  
Carpenter, Electrician, HVAC, Locksmith, Painter, Plumber, Warehouse Coord.: 4.0%  
IT Support Specialist: 7.1%  
Network/Systems Specialist: 0.9%  
Nutrition Services Asst III: 3.5%  
Nutrition Services Asst II: 1.1%  
Nutrition Services Mgr II: 9.3%  
Baker I: 5.9%  
Para Instructor: 3.0%  
Headstart Assistant Teacher: 6.4%  
Paraeducator - JC, ICM, high needs: 4.0%  
Paraeducator – Interpret Tutors: 4.8%  
LPN: 0.6%  
Headstart Teacher: 6.6%  
Health Tech: 2.3%

Effective September 1, ~~2018~~2021: All wages on Schedule A will be increased by the state-funded inflationary adjustment, if any, provided by the state toward the classified salary

allocation in the state appropriations act. Additional position-specific increases will be made in 2021-2022 at the same percentages set forth above for 2020-2021 wages.

Effective September 1, 2019 2022: All wages on Schedule A will be increased by the following amounts plus any state-funded inflationary adjustment: state-funded inflationary adjustment (IPD), if any, provided by the state toward the classified salary allocation in the state appropriations act. In addition, wages may be reopened for 2022-2023 upon mutual agreement.

~~Paraeducators: 4%~~

~~Nutrition Services: 4.375%~~

~~Trades (all): 5.415%~~

~~Health Services (LPNs & Health Technicians): 6%~~

~~Head Start/ECEAP: 3.875%~~

~~Security: 7.25%~~

~~Information Technology: 3.75%~~

~~The wage provisions of this Agreement may be reopened at the request of the District or PSE for 2019-20, based upon the impacts of HB 2242 or any additional legislation that may be passed in the interim.~~

#### **Section 15.1.2.1 Longevity**

The longevity pay set forth on Schedule A shall remain in effect for the term of this Agreement, as follows: Employees at Step 10- 10 years of service shall receive a longevity bonus of \$.50/hr in addition to the regular wage and employees at Step 15- 15 years of service shall receive a longevity bonus of \$1.00/hr in addition to their regular wage. Employees at Step 20- 20 years of service shall receive a longevity bonus of \$1.50/hr in addition to their regular wage. Employees at Step 25- 25 years of service shall receive a longevity bonus of \$2.00/hr in addition to their regular wage.

#### **D6. TA 5/19/2020:**

##### **Section 15.6.1. Nutrition Services.**

~~The District will provide all Nutrition Services workers with access to an account to purchase approved uniform work shirts or non-slip shoes which must be worn at work. Employees may access up to \$300 for this purpose in 2017-18. New employees will also receive a \$300 allocation upon hire as a regular employee. After this initial allocation, employees shall have access to \$100 per year for replacement items.~~

The District will provide all Nutrition Services workers with access to an account to purchase approved uniform work attire, and reimbursement for documented purchases of non-slip shoes, which must be worn at work. Newly hired regular employees will receive a total allocation of up to \$300 for work attire and shoes during their first year. Employees hired after March 1 will receive \$200. After this initial allocation, employees will have access to \$100 per year for replacement items.

#### **D8. TA 5/18/2020:**

**Schedule A: Add the titles of ECEAP Teacher and Family Service Specialists** to the Head Start Teachers section of Schedule A. Add the following to Schedule A or the CBA to reflect current practice: “HeadStart/ECEAP Teachers and Family Service Specialists may earn additional compensation for college degrees earned above the AA level. Official transcripts must be submitted to Human Resources within the timelines in Section 15.5.1.”

**D9. TA reached 5/18/2020:**

**Schedule A:***Add to Schedule A: “In order to encourage Nutrition Services employees to sign up for catering assignments, FNS employees will receive \$1.00 per hour in addition to their regular rate of pay while performing optional catering work outside their normal work hours.”*

**ARTICLE XVI**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 16.1.**

The term of this Agreement shall be September 1, 201720 to August 31, 20203.

**For the District:**

**For PSE:**

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_



## Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
253-298-3010, Fax 253-298-3015  
[www.fpschools.org](http://www.fpschools.org)

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** 2020-2021 Franklin Pierce Education Support Personnel Salary Agreement

### **BACKGROUND INFORMATION**

The Franklin Pierce clerical salary schedule has been revised as part of a salary re-opener provided for in the collective bargaining agreement. In addition to the revisions to the salary schedule, we negotiated two additional personal days to be used in the 2020-2021 school year. These days are not eligible for carry-over or cash-out.

### **RECOMMENDATION**

I move that the Board of Directors approve the 2020-2021 Franklin Pierce Education Support Personnel Salary Agreement as presented.

### **ACTION REQUIRED**

**ASSOCIATION SALARY COUNTER**  
**8/27/20**

For the 2020-21 school year FPESP proposes a salary increase of IPD (1.6%) + 2 personal days. These 2 personal days are to be used by the end of the 2020-21 school year. These 2 personal days cannot be cashed out nor can they be accumulated to be used the following school year. Employees will work with their supervisors to schedule personal days in a manner that ensures appropriate office coverage.

  
\_\_\_\_\_  
For the District

27 Aug 2020 11:36am  
Date/Time

  
\_\_\_\_\_  
For the Association

9/1/2020 - 8:09 PM.  
Date/Time



## Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** 2020-2021 Public School Employees Memorandum of Understanding

### **BACKGROUND INFORMATION**

The Franklin Pierce School District has agreed to the attached memorandum of understanding with the Public School Employees (PSE) related to the unprecedented COVID-19 outbreak. This agreement clarifies expectations, leave options, and other terms of service.

### **RECOMMENDATION**

I move that the Board of Directors approve the 2020-2021 Public School Employees Memorandum of Understanding as presented.

### **ACTION REQUIRED**

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE FRANKLIN PIERCE CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND THE FRANKLIN PIERCE SCHOOL DISTRICT.

The following *Memorandum of Understanding* is made and entered into between the Franklin Pierce School District and the PSE/SEIU, Local 1948 regarding the impact of the re-opening of school due to the current pandemic. COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

- 1. Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
  - a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
  - b. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
  - c. Leave for illness, injury or emergency;
  - d. Shared leave;
  - e. Personal leave and/or vacation leave (after exhausting employer-provided leave for illness, injury or emergency and shared leave).
  - f. Washington Paid Family Medical Leave (PFML), up to the employee's regular daily salary by other paid leaves identified herein;
  - g. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
  - h. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - i. Unpaid leave of absence for the period of the temporary disabling condition;
  - j. Long-term disability benefits; and
  - k. Unemployment benefits.
- 2. Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the

following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
- c. Paid administrative leave if the employee has exhausted EPSL, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to reported exposure at a District work site;
- d. Leave for illness, injury or emergency;
- e. Personal leave and/or vacation leave once leave for illness, injury or emergency becomes exhausted;
- f. Workers' compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.);
- g. Unpaid leave of absence for the period of the quarantine; and
- f. Unemployment benefits.

3. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- c. Leave for illness, injury or emergency;
- d. Shared leave;
- e. Personal leave and/or vacation leave should all other leaves become exhausted
- f. Washington Paid Family Medical Leave (PFML), up to the employee's regular daily salary by other paid leaves identified herein;
- g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- h. Unpaid leave of absence; and
- i. Unemployment benefits.

4. **High Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19 [as that term is defined by the Governor's proclamation] may choose to come to work at a District work site when required by the employee's assignment or may choose



to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
- c. Leave for illness, injury or emergency;
- d. Personal leave and/or vacation leave after all other types of leaves have been exhausted
- e. Unpaid leave of absence; and
- f. Unemployment benefits.

Documentation of high-risk status: No documentation will be required for an employee who is "high-risk" as a result of being age 65 or older. For employees who have a health condition that falls within the "at increased risk" category, as defined by the [Centers for Disease Control](#), no documentation will be required except for documentation of the underlying condition (e.g. an employee who is at high risk as a result of Type II diabetes mellites need only present documentation of that diagnosis and does not need to present a doctor's statement indicating that the condition places them at higher risk). Employees with a condition that falls within the list of conditions the CDC indicates "might be at an increased risk for severe illness from COVID-19" must submit verification of both the diagnosis and a doctor's statement indicating that the employee's particular circumstances place the employee at increased risk for severe illness from COVID 19.

5. **High Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 [as that term is defined by the Governor's proclamation] may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
  - a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
  - b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
  - c. Leave for illness, injury or emergency;
  - d. Personal leave and/or vacation leave after all other leaves are exhausted and
  - e. Unpaid leave of absence.
6. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when

required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- c. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
- d. Leave for illness, injury or emergency;
- e. Personal leave and/or vacation leave after all other leaves are exhausted and
- f. Unpaid leave of absence.

7. **Employees Who Cannot Wear a Mask or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face mask, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. Leave for illness, injury or emergency;
- c. Personal leave and/or vacation leave after all other employer-provided leaves are exhausted
- d. Unpaid leave of absence; and
- e. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

8. **Employees Who Choose to Not Wear a Mask or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face mask, but nevertheless does not wish to do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Personal leave and/or vacation leave
- b. Unpaid leave of absence.
- c. Resignation

9. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, may choose to access any or all

of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. Personal leave and/or vacation leave
- c. Unpaid leave of absence.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-36-150.

10. **Alternative Work Assignments Provision One:** When an employee's regular 2020-21 assignment requires work/services at a District work site and the employee cannot work at a District work site on a temporary basis due to conditions under paragraphs 1, 2 or 3 above, the District will attempt to accommodate these circumstance by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- a. Employees who hold the appropriate training, licensing, classification or other qualifications for the position;
- b. Employees with COVID-19/suspected COVID-19;
- c. Employees quarantined due to possible exposure to COVID-19; and
- d. Employees caring for someone with COVID-19/suspected COVID-19;
- e. High-risk employees or employees with a high-risk individual in the employee's household;
- f. Employees with children impacted by school or child care provider closure;
- g. Employees who cannot wear a mask or other required PPE as provided under paragraph 7; and
- h. Employees who choose not to work at a District work site due to concern for safety.

If two (2) or more employees qualify for a temporary assignment under the priorities above, the District will award the assignment on the basis of seniority.

11. **Alternative Work Assignments Provision Two:** To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:

- a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
- b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;

- c. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
- d. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
- e. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
- f. If employees are assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay the employee will receive the higher rate of pay;
- g. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
- h. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit; and
- i. This provision applies exclusively to the assignments and job duties of PSE represented employees, unless agreed to by other bargaining units. PSE represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

12. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended.

13. **Additional Health & Safety Measures:**

District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job. Effective as of the date of this MOU, Franklin Pierce Schools District Health and Safety Protocols are described in each location's Franklin Pierce School District Safety Plan for COVID-19.

All employees required to wear face masks will be provided face masks. In addition, surgical disposable masks and plastic face shields will be provided if requested by the employee. An employee with a medical or disability issue that prevents them from wearing a face covering or mask must provide the District with an accommodation statement from a medical professional specifying that a face covering or mask cannot be

worn due to the employee's present health condition. The District will make every effort to make the mask accommodation within the guidelines provided by Labor and Industries. No employee in a high-risk category as indicated by the Governor's proclamation and the CDC shall be required or expected to assist with health screenings or work in an environment where students are not able or willing to wear face masks and to maintain physical distancing of a least six feet.

Employees who are required to have daily interactions with other staff, students, or members of the public in school offices and other similar situations e.g. cashiering during lunch time shall have the option of having plastic partitions added in their workspace.

The District will follow L&I guidelines to identify what level of PPE employees require to facilitate workplace health and safety. The District will advise each employee on how to request additional PPE.

Employees assigned to a work environment where students are not able or willing to wear face masks and to maintain physical distancing shall receive PPE appropriate for the level of risk associated with that work environment consistent with DOH, L&I and CDC guidelines.

Isolation or Safe Rooms: Staff that supervise students in isolation or safe rooms will be provided medical grade PPE as indicated by DOH, L&I and CDC.

Health Screenings: The District will provide appropriate PPE and training to all staff assisting with Health Screenings as indicated by DOH, L&I and CDC.

#### **14. Additional Alternate Work Assignment Provisions:**

Employees working remotely will be provided all tools and resources necessary to successfully work remotely, such as wi-fi, computers with a camera, printers, scanners, etc.

Employees will be trained in the technological platform(s) necessary to complete assigned tasks as soon as practicable once the assignment is made (i.e., Canvas, Teams, Google Classroom, Zoom, Dojo, or Really Great Reading).

Employees assigned to work primarily in an online learning setting will have the ability to contact tech support during their working hours.

Employees requested to make calls from home will be provided access to a District mobile phone or District account to call a student.

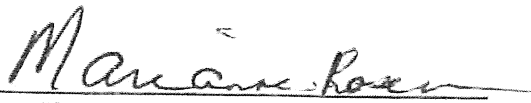
Employees who need to take a day off work for non-COVID related reasons (sick, vacation, personal, etc.) shall follow District procedures in requesting or taking the time.

This Memorandum Of Understanding shall become effective upon signature of both parties, and shall remain in effect for the 2020-2021 school year.

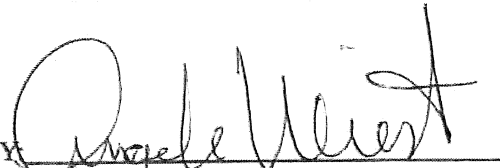
PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU 1948

FRANKLIN PIERCE  
SCHOOL DISTRICT

BY:

  
Chapter Co-President

BY:

  
Chapter Co-President

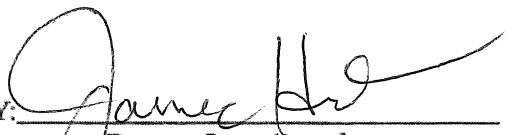
DATE:

9-1-2020

DATE:

9-1-2020

BY:

  
Deputy Superintendent

DATE:

1 SEPT 2020



## Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
253-298-3010, Fax 253-298-3015  
[www.fpschools.org](http://www.fpschools.org)

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** 2020-2021 Franklin Pierce Education Support Personnel Memorandum of Understanding

### **BACKGROUND INFORMATION**

The Franklin Pierce School District has agreed to the attached memorandum of understanding with the Franklin Pierce Education Support Personnel (FPESP) related to the unprecedented COVID-19 outbreak. This agreement clarifies expectations, leave options, and other terms of service.

### **RECOMMENDATION**

I move that the Board of Directors approve the Memorandum of Understanding By and Between the Franklin Pierce School District and the Franklin Pierce Education Support Personnel: Agreement Regarding Terms of Employment and Delivery of District Services Impacted by the COVID-19 Crisis as presented.

### **ACTION REQUIRED**

**Memorandum of Understanding  
By and Between  
The Franklin Pierce School District  
and  
The Franklin Pierce Education Support Personnel**

**Agreement Regarding Terms of Employment and  
Delivery of District Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

For the 2020-21 school year, the Franklin Pierce School District is planning a sustainable and flexible online/remote-only instructional model. There are also potential stages for in-person/online hybrid models that would allow education to pivot at any time between remote, hybrid and in-person learning. These stages will be determined by the impacts of a changing health situation, available resources, and direction from the Office of Superintendent of Public Instruction (OSPI), our Governor and our Health Department(s). As the public health situation continues to evolve, the District and the Franklin Pierce Education Support Personnel will continue to work together to address any concerns that may arise as the District navigates these models. Our model of reopening schools, including all potential hybrid learning models, will balance the health and safety of our students, staff and entire district-community, positive and justice-driven educational outcomes, the social-emotional needs of students and staff, and thoughtful financial stewardship.

The District may, in its discretion, make home assignments available to employees under the conditions outlined herein to avoid the necessity for use of paid leave.

1. **Health and Safety:** District wide health and safety protocols will be designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job (see CBA, Article 6). Effective on the date of this MOU, the Franklin Pierce School District Health and Safety Protocols are described in Appendix C, and additional protocols for ensuring employee workspace safety are described in Appendix A.
2. **Compensation:** Permanent employees and those employees hired into permanent positions on probationary status, Long-Term Substitutes, and Temporary Employees will continue to be compensated under the terms of the Collective Bargaining Agreement in the event of school closure(s) related to Coronavirus/COVID-19. There shall be no reduction of compensation during school closure(s) so long as the employee's work assignment is appropriately adapted to the District's adopted learning platform and/or District operations during such closure(s).
3. **Leaves:** COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.
  - a. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
    - i. Alternative assignment for work/services which may be provided from home, if available and if the employee is well enough and chooses to work remotely (see paragraphs 3.j and 3.k below).



- ii. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below.
- iii. Leave for illness, injury or emergency;
- iv. Shared leave;
- v. Personal leave
- vi. Washington Paid Family Medical Leave (PFML);
- vii. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
- viii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- ix. Unpaid leave of absence for the period of the temporary disabling condition;
- x. long-term disability benefits; and
- xi. Unemployment benefits.

If an employee has no option other than an unpaid leave after accessing these benefits to the extent available, the District and Association will meet to discuss whether any other options may be available to the employee.

- b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
  - i. Alternative assignment for work/services which may be provided from home, if available (see paragraphs 3.j and 3.k below).
  - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
  - iii. Paid administrative leave if the employee has exhausted EPSL, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to reported exposure at a District work site;
  - iv. Leave for illness, injury or emergency;
  - v. Personal leave;
  - vi. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
  - vii. Unpaid leave of absence for the period of the quarantine; and
  - viii. Unemployment benefits.
- c. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
  - i. Alternative assignment for work/services which may be provided from home, if available (see paragraphs 3.j and 3.k below);
  - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
  - iii. Leave for illness, injury or emergency;

- iv. Shared leave;
  - v. Personal leave;
  - vi. Washington Paid Family Medical Leave (PFML);
  - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
  - ix. Unemployment benefits.
- d. **High-Risk Employees:** Employees who are at high risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see paragraphs 3.j and 3.k below);
  - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
  - iii. Leave for illness, injury or emergency;
  - iv. Personal leave;
  - v. Unpaid leave of absence for the 2020-21 school year; and
  - vi. Unemployment benefits.

Documentation of high-risk status: No documentation will be required for an employee who is "high-risk" as a result of being age 65 or older. For employees who have a health condition that falls within the "at increased risk" category, as defined by the Centers for Disease Control, no documentation will be required except for documentation of the underlying condition (e.g. an employee who is at high risk as a result of Type II diabetes mellites need only present documentation of that diagnosis and does not need to present a doctor's statement indicating that the condition places them at higher risk). Employees with a condition that falls within the list of conditions the CDC indicates "might be at an increased risk for severe illness from COVID-19" must submit verification of both the diagnosis and a doctor's statement indicating that the employee's particular circumstances place the employee at increased risk for severe illness from COVID 19.

- e. **High-Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see paragraphs 3.j and 3.k below);
  - ii. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
  - iii. Leave for illness, injury or emergency;
  - iv. Personal leave; and
  - v. leave of absence for the 2020-21 school year.
- f. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraphs 3.j and 3.k below);
- ii. EPSL for eligible employees at the statutory amount (\$200/day);
- iii. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day);
- iv. Emergency leave per Section 13.4.2 of the CBA (up to a maximum of (5) days per year.
- v. Personal leave; and
- vi. Unpaid leave of absence for the 2020-21 school year.

The District will seek community partners to provide childcare options to employees.

- g. **Employees Who Cannot Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:
  - i. Alternative assignment for work/services which may be provided from home, if available (see paragraphs 3.j and 3.k below);
  - ii. Leave for illness, injury or emergency;
  - iii. Personal leave;
  - iv. Unpaid leave of absence for the 2020-21 school year; and
  - v. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
- h. **Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a documented inability to properly wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to do so, may not attend work onsite and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
  - i. Personal leave;
  - ii. Unpaid leave of absence at District's discretion; and
  - iii. Resignation.
- i. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor (see CBA, Article 6) and/or the workplace safety committee (see Appendix A-2). Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 3.a through 3.h above may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see paragraphs 3.j and 3.k below);
  - ii. Personal leave; and
  - iii. Unpaid leave of absence for the 2020-21 school year.
- j. **Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot work at a District

worksite for the reasons outlined above, or is a high-risk employee and chooses to not work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- i. Employees who hold the appropriate training, or classification for the position;
- ii. Employees quarantined due to possible exposure to COVID-19;
- iii. Employees caring for someone with COVID-19/suspected COVID-19;
- iv. High-risk employees or employees with a high-risk individual in the employee's household;
- v. Employees with children impacted by school closure;
- vi. Employees who cannot wear a mask or other required PPE; and

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

- k. **Alternative Work Assignments Provision Two:** To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:
- i. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
  - ii. Such employee may only be assigned to perform work for which the employee is appropriately trained, classified and prepared to perform;
  - iii. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
  - iv. Unless otherwise agreed, such as to accommodate a request for part-time work, such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
  - v. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
  - vi. Such employees shall not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
  - vii. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
  - viii. An employee temporarily reassigned under paragraphs 3.a through 3.i of this MOU retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District. Any reduction in force (RIF) will be conducted under the procedures of the CBA, Section 17.5, based on employees' original assignments and regardless of temporary alternative work assignments;
  - ix. This provision applies exclusively to the assignments and job duties of FPESP-represented employees, unless agreed to by other bargaining units. FPESP-represented employees will not be assigned job duties performed by job

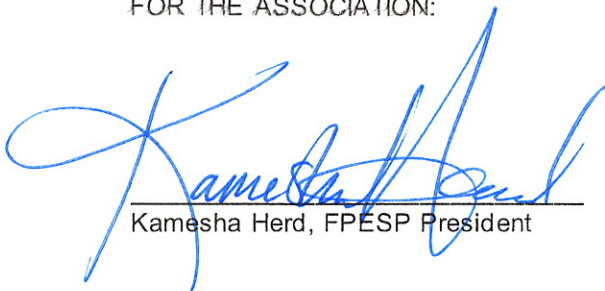
classifications in other bargaining units without the agreement of any affected bargaining unit(s).

4. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. If the Governor or appropriate health agencies issue changes in the definition of "high risk employees," the parties agree to meet as soon as possible to address future guidance for such employees based on these decisions and/or proclamations.
4. **Work from home:** The District will work with employees who work from home to ensure employees have access to adequate equipment and technology to perform their work assignments, subject to the availability of such equipment.
5. **Evaluation:** The District shall engage in evaluations for ESP employees as consistent with the CBA, Article 5, and with the Franklin Pierce Schools Health and Safety Protocols.
6. **Instructional and Service Delivery Model:** Effective on the date of this MOU, the instructional and service delivery model is described in the District's Reopening Plan. Timelines of transitions to models with more in-person instruction will be based upon the public health guidelines issued by the state Department of Health.
7. **Joint Committees:** The District and the Association will review the status of and contractual deadlines for joint FPESP and FPSD committees and revise as appropriate.
8. **Communication:** The District will continue to provide updates regarding recommendations and requirements from appropriate Public Health authorities at the state and county level and OSPI related to school operations and appropriate measures under way to minimize the spread of COVID-19.
9. **Effective Dates:** This MOU shall be in effect for the 2020-21 school year and shall sunset on the last work day of the school year, or at such time it is determined to be safe to bring all students and staff back for in-person instruction. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

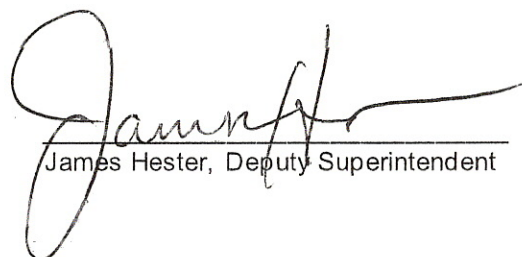
Agreed to this 25<sup>th</sup> day of August, 2020. Signed this 25<sup>th</sup> day of August, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT:



Kamesha Herd, FPESP President



James Hester, Deputy Superintendent

## **APPENDICES**

### **A. Workspaces –**

1. Ensure adequate workspaces such as social distancing, barriers, cleaning protocols as defined by L&I and the Health Dept.
2. Dedicated COVID compliance person in every building. Clerical staff will report health and safety concerns to the designated COVID compliance person. Member may request alternate workspace to include work from home if the health and safety concern can't be immediately addressed.
3. Appropriate PPE available for clerical staff to include PPE necessary to cover the health room or isolation room when necessary as well as adequate training in appropriate screening/coverage/visitor protocols.
4. Workspace cleaning supplies provided, to include disinfecting products for high touch areas, hand sanitizer, gloves, etc.

### **B. Public Access –**

#### **Remote Learning –**

- Doors locked
- Limited access by appointment in a designated area meeting L&I and Health Dept. guidelines
- Signage directing vendors, deliveries and public to call for assistance
- Employee to have choice to work from home or on site

#### **Hybrid –**

- Minimize office hours for the public
- Limit public access to designated areas that meet the L&I and Health Dept. guidelines
- Signage for modified operation

### **C. Health & Safety Plan**

- Building safety plans shall be emailed to staff in that building as building-based plans are amended.

### **D. FPSD Distant Learning Schedule (Elementary, Middle, High)**

- Attachment

### **E. Every site to have clerical meeting w/admin by August 31<sup>st</sup> to discuss office protocols.**



## Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
253-298-3010, Fax 253-298-3015  
[www.fpschools.org](http://www.fpschools.org)

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** 2020-2025 Affirmative Action Plan and Report

### **BACKGROUND INFORMATION**

An updated Affirmative Action Plan, as required by WAC 392-190, is presented for Board approval. This plan will be effective through December 2025.

Per the Office of the Superintendent of Public Instruction (OSPI):

- This agreement must be updated to satisfy federal mandates.
- The comparable data is based on the 2000 Census data; which is now 20 years outdated.
- The district staffing statistics are updated to reflect 2020-2021 data.

### **RECOMMENDATION**

I move that the Board of Directors adopt the 2020-2025 Affirmative Action Plan as presented.

### **ACTION REQUIRED**

## Affirmative Action Plan Highlights

Since the 2014-2019 plan was created, we have increased our minority employee percentage in several categories. We are no longer considered “underutilized” in the following categories:

Administration, Clerical/Admin Support, Maintenance, and Custodial.

We have made significant improvement in the following areas:

Food Services: 2014 = 10.2% minorities increased to 17.3% in 2020

Custodial: 2014 = 15.2% minorities increased to 26.3% in 2020

We had a decrease in our minority employee percentage for the “Other” category:

Other: 2014 = 18.8% minorities decreased to 10% in 2020

This is likely due to different methods of categorizing positions to avoid the “Other” category since it is so broad that it is essentially useless. We currently are only using it for professional Information Technology staff that do not seem to fall into another category. In previous years, this category had positions in it that met the definitions for more specific categories. I believe we are more accurate with our data in this report than previous reports.

This report will be in place for 5 years. We will update it again before December 31, 2025.

Also, we had a great conversation with Julien Pollard about how to improve our hiring process (including screen parameters and interview questions) to improve the odds of people of color being screened and interviewed, by asking questions in a manner that is more accessible for all people and not tailored primarily to white experiences and backgrounds.



**FRANKLIN PIERCE SCHOOL DISTRICT NO. 402**  
**AFFIRMATIVE ACTION PLAN**  
**2020-2025**

**Adopted by the Board of Directors in September 2020**

**FRANKLIN PIERCE SCHOOL DISTRICT NO. 402**  
**Tacoma, WA 98444**

**AFFIRMATIVE ACTION PLAN**

**Introduction**

The Board of Directors of the Franklin Pierce School District recognizes that an affirmative action plan is a sound employment practice that assists in achieving a diverse work force. Franklin Pierce School District No. 402 commits itself to a policy of equal opportunity for all applicants and employees without discrimination on the basis of gender, race, creed, color, national origin, marital status, religion, age, veteran status, or physical, mental or sensory disability except as may be necessary to meet a bona fide occupational qualification.

All personnel policies and practices related to employee selection, promotion, retention, staff development, and compensation will conform to this Affirmative Action Plan and the Board of Directors policy of Nondiscrimination and Affirmative Action.

Adherence to the Affirmative Action Plan is a primary responsibility of the Superintendent, administrators, managers, and supervisors. Every employee will be expected to work toward its success.

Washington school districts are required by regulations issued by the Office of the Superintendent of Public Instruction, WAC 392-190, to adopt affirmative action employment programs to eliminate discrimination on the basis of sex, race, creed, color, national origin, marital status, age, or the presence of any sensory, mental, or physical handicap. The Washington Law Against Discrimination further prohibits discrimination “because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.” RCW 49.60.030. In addition to current policies and educational efforts geared toward eliminating discrimination on all these bases, OSPI requires affirmative action plans to include a workforce “utilization” analysis for two specific groups: women and persons who have been identified as racial or ethnic minorities. This analysis involves comparing the District’s current personnel with the available workforce to determine whether the District may be “under-utilizing” women or minorities in various job categories. At the same time, any activities undertaken to address underutilization must be consistent with RCW 49.60.400 (commonly known as Initiative 200), which prohibits preferential treatment on the basis of race or sex. Thus, if under-utilization is suspected, efforts will necessarily focus on non-discriminatory and non-preferential activities such as maintaining a welcoming work environment, education, recruitment, or other activities consistent with state law.

- Section A. Policies**
  - Section B. Methods of Policy Dissemination and Communication**
  - Section C. Workforce Analysis**
  - Section D. Underutilized Areas**
  - Section E. Goals and Action Steps for Recruitment**
  - Section F. Staff Responsibilities for Implementation Evaluation**
  - Section G. Internal Audit and Reporting**
- 

**A. Policies**

The Franklin Pierce School District has previously adopted and enforces Policy 5010, Nondiscrimination and Affirmative Action. In addition, the District has adopted the following Board policies and administrative procedures that further the goals of this Policy and of this Affirmative Action Plan:

Procedure 5010P, Nondiscrimination and Affirmative Action (Grievance Procedure), establishes a grievance procedure for any employee who feels he or she has been discriminated against or denied equal employment opportunity.

Policy 5000, Recruitment and Selection of Staff. This policy states that decisions about “hiring, assigning, or transferring staff are based on maximizing the effectiveness of that staff member within the district’s programs,” and that staff selection “is based on which candidate is the most qualified for the position and is made pursuant to the district’s standard screening, interview, reference check process, and equity requirements.”

**B. Methods of Policy Dissemination and Communication**

**1. Internal Communication**

- a. Copies of the District's policies regarding equal employment opportunity, nondiscrimination, and affirmative action are included in the District's published Board policies and corresponding administrative procedures, which are available at all work sites. Board policies are also available online at the District’s website. The grievance procedures available to register complaints under these policies are also included in these policies and procedures.
- b. These policies will also be discussed in new employee orientation meetings.

- c. The Affirmative Action Plan will be made available to all members of the Board of Directors, to all administrators, managers, and supervisors at all District facilities, to employee representatives, and to any employee upon request.

## **2. External Communication**

- a. A statement of the District's commitment to equal employment opportunity is included in all District employment announcements, vendor contracts, and other related District documents. All appropriate and interested recruiting sources are to be informed of the District's policies regarding nondiscrimination.
- b. An equal employment opportunity statement will be included on all District job postings and newspaper advertisements.
- c. Statements regarding the nondiscrimination policy of the District are included frequently in employee and community newsletters.

## **C. Workforce Analysis**

In order to determine whether goals are needed for an affirmative action program, it is first necessary to determine the percentage of females and minorities available in the relevant job market. This is done through an "availability analysis." The availability analysis methodology used herein is based on the guidance provided by OSPI's Employment Affirmative Action Guidelines, as updated for February 2012. The methodology suggested by OSPI relies on census data available in the "Census 2000 EEO Data Tool" in order to determine the available workforce for each job category. Based on this guidance, promotable and trainable current employees are not factored into the availability analysis for this Plan. However, the non-discriminatory promotion of current employees is one means by which the goals set forth later in this plan may be accomplished.

There are some notable limitations to this analysis. Few, if any, of the job categories reported in census data are an exact match with job categories within the District. For example, none of the census job categories are specific to public school employees (e.g. "teachers" as opposed to "public school teachers"). For the area of certificated administrators, Census 2000 EEO data was available only for the broader job category of "Educational Administrator." This category would also include post-secondary, private, and non-certificated employees. Similar overlap and inconsistencies between census and District job categories exist throughout this analysis. Thus, this analysis must be undertaken with the understanding that no pure, "apples to apples" comparison data is available. Further, both the census data and District employee data rely upon reporting by respondents. Thus, a fairly broad margin for error should be assumed, and this Plan should be considered a good faith effort to identify areas for improvement based on existing data.

With these inherent limitations in mind, the most comparable census data available was gathered for the following categories of District employees:

1. Classified and Certificated Administrators
2. Elementary/Middle School Teachers (K-6)
3. Secondary Teachers
4. Specialists and Certificated Support Staff (Nurse, OT, SLP, School Psychologists, Counselors, Instructional Specialists)
5. Teacher Aides
6. Clerical / Administrative Support
7. Food Service
8. Custodial
9. Maintenance
10. Transportation
11. All Others

Statewide census data were considered for administrators and certificated employees. Pierce County data were considered for non-supervisory classified employees. Historical recruitment patterns and job-related migration assumptions were considered in determining the appropriate data sources to review for these two broad job categories. Although national recruitment has been and will continue to be conducted for many positions, national data were not used for purposes of availability analysis because of the relative infrequency of candidate relocation motivated solely by District employment, as well as the state-specific licensure requirements for certificated positions.

Many of the above job groups were represented by two or more groups of census data (e.g. Specialists and Certificated Support include employees who correspond to multiple census categories, including Psychologist, SLP, Counselor, OT, and Registered Nurse). In such situations, applicable availability percentage for each corresponding category was averaged to obtain an availability figure. In addition, it should be noted that a number of employees fell into a “catch-all” category of “All Other” because the low number of employees in each job description made it less feasible from a statistical standpoint to look at each job description in isolation.

Once availability data is gathered, the second step is to measure the District's current utilization (the percentage of females and minorities currently employed in each job group) against the statistically expected utilization rate (80% of the availability rate).

If current utilization is lower than the expected utilization, the District is statistically considered to be "underutilized" in a job group.<sup>1</sup> Spreadsheets containing a numerical breakdown of this analysis are included as Appendix A. A discussion of areas where underutilization is indicated is identified in the following section.

#### **D. Underutilized Areas**

Based on the analysis described above, it appears that females are statistically underutilized in the Maintenance job group. Minorities are statistically underutilized in the Administrator, Clerical/Administrative Support, Food Service, Custodial, Transportation, and "All Others" job categories.

A discussion of the job categories in which the District is statistically underutilized follows:

**Food Service:** Statistically expected minority availability in this job group was calculated at 25.8%; current utilization is 17.3%. Recruiting food service employees is difficult because most openings are entry-level positions, which provide 2-3 hours of mid-day work. Further, census-based availability data for some of the positions included in this job category (e.g. "Cooks") may overstate availability, since private employers of every type would be included in this census category, from fast food restaurants to fine dining. The District will monitor the food service hiring process. The District will also seek opportunities to advertise vacancies in local media, at job centers, at local military installations, and with the Employment Security Department.

**Custodial:** Statistically expected minority utilization in this job group was calculated at 28.3%; current utilization is 26.3%. The District will seek opportunities to advertise Custodial vacancies in local media, at job centers, at local military installations, and seek other recruitment opportunities as may be available.

**"Other Employees":** Those classified employees who did not fit into a large group that corresponded to any appropriate census category were compared to a catch-all census category for "Other Education Workers." Based on that category, statistically expected minority utilization is 29.1%; District utilization across this broad category was 10.0%. Of course, this comparison is even more of a generalization than the

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<sup>1</sup>The terms "utilization analysis" and "underutilization" appearing in this Affirmative Action Plan are used in the same sense in which these terms are used in regulations promulgated by the federal government relative to such plans for federal contractors. These terms have no independent legal or factual significance, nor should a determination of underutilization be construed as a finding that such underutilization is a result of discrimination by the District. A variety of social, economic, and cultural factors can contribute to under- or over-utilization in a workplace. In addition, many statistical comparisons herein involve the use of geographic areas and various sources of statistics. The District has used such geographic areas and statistics in good faith and in an effort to be as useful as possible in the development of the Plan, but the use of this data is intended only for the purpose of implementing this Plan and has no significance outside the context of this Plan.

others and the finding of underutilization should be viewed as even more tentative than those stated above. Nevertheless, for these positions the District will seek opportunities to advertise vacancies in local media, send job announcements to or post them at local community colleges, trade schools, apprenticeship programs, at job centers, and at local military installations, and seek recruitment opportunities at local trade schools and apprenticeship programs.

One of the challenges the District has faced, and will continue to face, in increasing diversity, is that there are expected to be very few opportunities to improve diversity through new hires in the near future due to economic and budget factors. In addition, because of collective bargaining obligations, any layoffs must be made based on seniority, so to the extent increased minority representation occurs as the result of new efforts, some of that diversity may be lost if force reductions occur. At the same time, non-preferential hiring, retention, and promotions of employees is the only legal means currently available to increase diversity.

Moreover, when the nature of underutilized areas is considered in terms of access to economic opportunity, it is notable that the District is not underutilizing minority and female employees in higher-paid and professional positions. This suggests a positive atmosphere in which minority and female candidates have had equal access to those positions that present greater economic opportunities. It also suggests that to the extent that areas like food service and transportation are statistically under-represented, such under-representation likely has more to do with other factors specific to school District employment that make true availability for some of these positions significantly lower than suggested by census data.<sup>2</sup>

#### **E. Goals and Action Steps for Recruitment**

Based on the data gathered, the District's goals are to ensure that optimal conditions exist (or continue to exist) for the following statistically expected increases in female and minority representation to occur over time:

- Continued increase in female is expected in the Administrative employee job category.
- An increase in minority representation is expected in the Food Service, Custodial, and "All Others" classified employee job categories.

In addition to the specific steps discussed in Section D for each specific job category, the District will review application screening processes and revise them as necessary to ensure that job-related criteria are considered in selecting interviewees for all job

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<sup>2</sup>For example, as discussed above, there is a significant difference between a "bus driver" (the Census 2000 category) and a driver who is licensed to drive school children in the state of Washington; there are also likely to be far more "available" employees willing to work an eight-hour shift in food service in the private sector than the much shorter shifts available to entry-level cafeteria workers.

categories. All District employees involved in interviewing job applicants will be trained in proper interviewing techniques, advised of District hiring policies, and informed of the District's commitment to nondiscrimination. Before making any job offer, the Human Resources Office will review the applicant pool, candidate selection and interview processes, and hiring team records to ensure compliance with District hiring policies. The District will review retention rates of current protected-class employees and look for ways its mentoring program can further support current minority employees.

To facilitate attainment of affirmative action goals, the Human Resources Office has responsibility for implementing and/or monitoring the following supportive activities:

### **1. Job Descriptions**

Job descriptions will be reviewed and revised as necessary to reflect current duties, essential job functions, and critical job elements.

### **2. Recruitment**

- a. Recruitment sources and procedures will seek to ensure that qualified protected-class applicants are identified and recruited.
- b. Career fair participation, school-focused recruiting, and active participation with other public agencies on diversity and affirmative action issues will be used to increase the diversity of the applicant pool.
- c. A computerized applicant tracking system has been implemented and will be utilized to evaluate the effectiveness of the District's recruiting efforts and to identify the best sources of protected-class applicants.

### **3. Employee Selection**

- a. Selection instruments and methods will be based on essential job functions and critical job elements.
- b. As vacancies occur, recruiting and hiring authorities will be reminded of the District's commitments under the Affirmative Action Plan.
- c. The Human Resources Office will seek to monitor all aspects of the employee selection process for inclusion of underutilized protected-class applicants.

### **4. Orientation**

All new employees receive an orientation. This program includes a general orientation to the District and a discussion of pertinent District policies, including equal employment opportunity and affirmative action.



## **5. Evaluation**

- a. All employees are evaluated annually using processes and criteria appropriate to each position.
- b. Career counseling is available through the employee's supervisor or the Human Resources Office. The District may also use mentors to assist in career counseling.

## **6. Program Support**

The Human Resources Office will train and assist administrators, managers, and supervisors in developing appropriate departmental and building strategies to implement the District's Affirmative Action Plan.

## **7. Complaint Procedure**

A formal complaint procedure has been adopted by the District as Procedure 5010P, and the most updated version is available on the District's website.

# **F. Staff Responsibility for Implementation and Evaluation**

## **1. Affirmative Action Officer**

The Affirmative Action Officer has responsibility for reporting to the Superintendent and Board of Directors. The Affirmative Action Officer is:

Brandy Marshall, Director of Human Resources  
Franklin Pierce School District No. 402  
315 129<sup>th</sup> Street South  
Tacoma, WA 98444

(253) 298-3034  
(253) 298-3016 Fax

The Affirmative Action Officer is also charged with responding to any questions or complaints concerning Title IX of the Civil Rights Act, and other employment discrimination laws except as noted below.

## **2. Other Officers**

The 504 Officer is responsible for responding to any questions or complaints regarding Section 504 of the Rehabilitation Act of 1973. The 504 Officer is:

John Sander, Executive Director of Learning Support Services  
Franklin Pierce School District No. 402  
315 129<sup>th</sup> Street South  
Tacoma, WA 98444

(253) 298-3005  
(253) 298-3017 Fax

### **3. Human Resources Office**

The overall responsibility for monitoring and auditing this Plan shall be by the District's Human Resources Office. This Office can be contacted through:

Brandy Marshall, Director of Human Resources  
Franklin Pierce School District No. 402  
315 129<sup>th</sup> Street South  
Tacoma, WA 98444

(253) 298-3034  
(253) 298-3016 Fax

### **4. All Employees**

All employees of the District are responsible for supporting this Plan and for conducting their duties in accordance with it. Anyone having questions or concerns about any matter related to equal employment issues is encouraged to contact the Human Resources Office, the Affirmative Action Officer, or the other officers identified above as appropriate.

## **F. Internal Audit and Reporting**

The District has established the following internal audit and reporting system to monitor the Affirmative Action Plan:

### **1. Job History Files**

Job history files are maintained and retained for the legally specified time period and are available for reference. These files contain copies of the job announcement, applicant lists, applications, selection instruments, rating summaries, and relevant correspondence and notes.

### **2. Applicant Flow Data**

All applicants are asked to fill out an optional self-designation form and are asked to indicate how they found out about the position for which they are applying. A computerized applicant tracking system has been implemented and will be utilized.

### **3. Reporting**

Statistics on recruiting and utilization will be prepared and disseminated to administrators, managers, and supervisors as appropriate.

## **APPENDIX A: AVAILABILITY AND UTILIZATION DATA**

- 1. 2020-2021 Utilization Analysis (Women)**
- 2. 2020-2021 Utilization Analysis (Minorities)**
- 3. Disaggregated Workforce Data**

**Appendix-1 2020-2021 Utilization Analysis (Women)**

Job Group	Total Female	Total Employees	Percent Female	Total Availability	Statistically Expected Utilization*	Statistically Under-utilized	Census 2000 Category
Educational Administrators	32	53	60.4%	59.4%	47.5%	NO	Educational Administrators
Elem/Middle School Teachers (K-6)	201	229	87.8%	77.1%	61.7%	NO	Elem & MS Teachers
Secondary Teachers (7-12)	143	242	59.1%	54.9%	43.9%	NO	Secondary Teachers
Other Professional Support Staff	90	99	90.9%	95.9%	76.7%	NO	Consultants, Librarians, Head Start
Specialists & Certificated Support Staff	45	52	86.5%	80.7%	64.6%	NO	Psych, SLP, OT, RN, LPN, Health Tech, Counselor
Teacher Aides	195	227	85.9%	90.2%	72.2%	NO	Teacher Assistants
Clerical/Admin Support	74	79	93.7%	32.2%	25.8%	NO	Office/Admin Workers
Food Service	51	52	98.1%	35.9%	28.7%	NO	Cooks; Dining & Cafeteria Attendants
Custodial	19	38	50.0%	32.2%	25.8%	NO	Janitors & Cleaners
Maintenance	2	18	11.1%	6.2%	5.0%	YES	Maintenance Workers, General
Transportation	34	56	60.7%	30.8%	24.6%	NO	Bus Drivers & Mechanics
Prof/Tech/Others	2	10	20.0%	59.1%	47.3%	NO	Other Educational Workers
TOTAL	888	1155	76.9%	56.6%	45.3%	NO	TOTAL

\* 80% of Total Availability

\*\*Percentages are averaged where multiple categories are used.

**Appendix-2 2020-2021 Utilization Analysis (Minorities)**

Job Group	Minority	Total Employees	Percent Minority	Total Availability	Statistically Expected Utilization*	Statistically Under-utilized	Census 2000 Category
Educational Administrators	13	53	24.5%	13.3%	10.6%	NO	Educational Administrators
Elem/Middle School Teachers (K-6)	39	229	17.0%	8.9%	7.1%	NO	Elem & MS Teachers
Secondary Teachers (7-12)	47	242	19.4%	9.1%	7.3%	NO	Secondary Teachers
Other Professional Support Staff	24	99	24.2%	9.5%	7.6%	NO	Consultants, Librarians, Head Start
Specialists & Certificated Support Staff	12	52	23.1%	9.5%	7.6%	NO	Psych, SLP, OT, RN, LPN, Health Tech, Counselor
Teacher Aides	81	227	35.7%	18.5%	14.8%	NO	Teacher Assistants
Clerical/Admin Support	11	79	13.9%	14.8%	11.8%	NO	Office/Admin Workers
Food Service	9	52	17.3%	32.3%	25.8%	YES	Cooks; Dining & Cafeteria Attendants
Custodial	10	38	26.3%	35.4%	28.3%	YES	Janitors & Cleaners
Maintenance	4	18	22.2%	25.7%	20.6%	NO	Maintenance Workers, General
Transportation	11	56	19.6%	19.4%	15.5%	NO	Bus Drivers & Mechanics
Prof/Tech/Others	1	10	10.0%	36.4%	29.1%	YES	Other Educational Workers
TOTAL	262	1155	22.7%	20.3%	16.2%	NO	TOTAL

\* 80% of Total Availability

\*\*Percentages are averaged where multiple categories are used.

### Appendix-3 Disaggregated Workforce Data

	Female					Sub- Total Females	Male					Sub- Total Males	TOTALS
Position	A	B	H	AI	W		A	B	H	AI	W		
Central Administrators	2	0	2	0	9	13	0	1	0	0	8	9	22
Elementary Principals	0	0	0	0	10	10	0	0	1	0	3	3	14
Secondary Principals	2	1	1	0	3	7	0	0	1	0	5	6	13
Elem Classrm Teacher	7	10	13	0	171	201	2	2	5	0	19	28	229
Secnd Classrm Teacher	5	15	5	1	115	143	7	5	7	0	80	99	242
Instructional Support	11	12	8	0	104	135	2	1	2	0	11	16	151
Admin Support/Clerical	1	5	3	2	63	74	0	0	0	0	5	5	79
Custodial	0	1	0	1	17	19	1	3	3	1	11	19	38
Food Service	4	2	2	0	43	51	0	1	0	0	0	1	52
Maintenance	0	0	0	0	2	2	0	1	3	0	12	16	18
Teacher Aides	5	23	29	6	131	195	1	9	4	3	15	32	227
Transportation	0	5	1	0	28	34	0	3	0	2	17	22	56
All Other	0	0	1	0	1	2	0	0	0	0	8	8	10
<b>TOTALS</b>	<b>37</b>	<b>74</b>	<b>65</b>	<b>10</b>	<b>697</b>	<b>886</b>	<b>13</b>	<b>26</b>	<b>26</b>	<b>6</b>	<b>194</b>	<b>264</b>	<b>1151</b>

A – Asian

B – Black

H – Hispanic

AI – American Indian / Native

W – White



# Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
253-298-3010, Fax 253-298-3015  
[www.fpschools.org](http://www.fpschools.org)

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** Conditional Teaching Certificates

## **BACKGROUND INFORMATION**

Franklin Pierce Schools has been actively pursuing teachers to fill positions in many of our education programs. Due to local, state, and nation-wide teacher shortages, we have had difficulty securing highly qualified, state certified teachers for several positions. In these challenging situations, WAC 181-79A-231 allows school districts to seek conditional certificates for individuals with the skills to be effective teachers even though they do not hold the appropriate endorsement.

We have three teachers for whom we are seeking conditional certificates. These teachers demonstrate the content knowledge and skills necessary to effectively teach our students, but do not currently hold the appropriately endorsed teaching certificate. They will each receive the direct assistance of a mentor, a specific plan of assistance will be developed, and we will comply with all requirements associated with such certificates.

Kelsey Akins Mose	Elementary Teacher at Brookdale	Conditional Cert in Elem Ed
Sandra Postell	Elementary Teacher at Harvard	Conditional Cert in Elem Ed
Rejie Wright	Special Ed Teacher at Washington	Conditional Cert in Spec Ed

## **RECOMMENDATION**

I move that the Board of Directors approve Franklin Pierce Schools' request to grant conditional certificates for Kelsey Akins Mose, Sandra Postell, and Rejie Wright.

## **ACTION REQUIRED**



## Franklin Pierce Schools

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---

### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Director of Human Resources  
**DATE:** September 8, 2020  
**SUBJECT:** Out-of-Endorsement Assignments

### **BACKGROUND INFORMATION**

WAC 181-82-105 states that a classroom teacher should be assigned to teach classes for which course codes match the teacher's endorsement. Our district is challenged to recruit and assign teachers to courses that match their endorsements. Consistent with WAC 181-82-110, the district requests school board approval to assign the following teachers to instruct classes other than in their area of endorsement:

Jayne Marshall	Currently endorsed in English as a Second Language, she will teach courses that require an endorsement in Spanish.
Suzanne Miller	Currently endorsed in Physical Education, she will teach courses that require an endorsement in Science.
Beth Weisenmiller	Currently endorsed in English Language Arts, she will teach courses that require an endorsement in Social Studies.

As required by law, the district provided planning and study time for these teachers. During the 2020-21 school year, these teachers will either earn the additional endorsement or be reassigned the following school year to teach courses that match their endorsement.

### **RECOMMENDATION**

I move that the Board of Directors approve the assignments of Jayne Marshall to teach Spanish at Collins Elementary School, Suzanne Miller to teach Science at Keithley Middle School, and Beth Weisenmiller to teach Social Studies at GATES High School.

### **ACTION REQUIRED**





## Franklin Pierce Schools

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[www.fpschools.org](http://www.fpschools.org)

---

### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Lance Goodpaster, Superintendent  
**DATE:** September 8, 2020  
**SUBJECT:** Interagency Agreement for 2020-2022 Medicaid Administrative Claiming

### **BACKGROUND INFORMATION**

The purpose of this contract is to support Medicaid related outreach and linkage activities performed by School Districts (SD), including Public School Districts, Educational Service Districts, Charter Schools, and Tribal Schools to Washington State residents. These activities assist residents who do not have adequate medical coverage and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This contract provides a process for partially reimbursing the contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

### **RECOMMENDATION**

I move that the Board of Directors approve the Interagency Agreement between the Washington State Health Care Authority and Franklin Pierce School District for Medicaid Administrative Claiming HCA Contract Number K4375 as presented.

### **ACTION REQUIRED**

	<b>INTERAGENCY AGREEMENT for MEDICAID ADMINISTRATIVE CLAIMING</b>	HCA Contract Number: <b>K4375</b>
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**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and **Franklin Pierce School District #402**, (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Franklin Pierce School District #402		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b>	
<b>CONTRACTOR ADDRESS</b>   Street 315 129th Street South	<b>City</b> Tacoma	<b>State</b> WA	<b>Zip Code</b> 98444-5099
<b>CONTRACTOR CONTACT</b> Lance Goodpaster	<b>CONTRACTOR TELEPHONE</b> (253) 298-3001	<b>CONTRACTOR E-MAIL ADDRESS</b> lgoodpaster@fpschools.org	

<b>HCA PROGRAM</b> Medicaid Administrative Claiming (MAC)	<b>HCA DIVISION/SECTION</b> Medicaid Programs Operations & Integrity / Community Services
<b>HCA CONTRACT MANAGER NAME AND TITLE</b>  Jonathan Rush, School District MAC Program Manager	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE PO Box 45506 Olympia, WA 98504-5506
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-1842	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> jonathan.rush@hca.wa.gov

<b>CONTRACT START DATE</b> October 1, 2020	<b>CONTRACT END DATE</b> September 30, 2022	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> No Maximum
---	--	--

<b>PURPOSE OF CONTRACT:</b> The purpose of this contract is to support Medicaid related outreach and linkage activities performed by School Districts (SD), including Public School Districts, Educational Service Districts, Charter Schools, and Tribal Schools to Washington State residents. These activities assist residents who do not have adequate medical coverage and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This contract provides a process for partially reimbursing the contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.
---

The parties signing below warrant that they have read and understand this contract, and have authority to execute this contract. This contract will be binding on HCA only upon signature by HCA.

<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>
<b>HCA SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>



## Franklin Pierce Schools

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[www.fpschools.org](http://www.fpschools.org)

---

### MEMORANDUM

**TO:** Board of Directors  
**FROM:** John Sander, Executive Director of Learning Support Services  
**DATE:** September 8, 2020  
**SUBJECT:** Interagency Agreement for 2020/2021 Supplemental Summer Programming

### **BACKGROUND INFORMATION**

The purpose of this contract is to provide continued services to Early Childhood Education and Assistance Program (ECEAP) families between the 2019-20 and 2020-21 school years that mitigate financial challenges and increased isolation due to COVID-19.

### **RECOMMENDATION**

I move that the Board of Directors approve the interagency agreement between Puget Sound Educational Service District Early Learning Program and Franklin Pierce School District for Supplemental Summer Programming 2020/2021 as presented.

### **ACTION REQUIRED**



**SUPPLEMENTAL SUMMER PROGRAMMING 2020/2021**

**SUBAWARD AGREEMENT BETWEEN**

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT  
EARLY LEARNING PROGRAM  
800 OAKESDALE AVE SW  
RENTON, WA 98057**

**AND**

**FRANKLIN PIERCE SCHOOL DISTRICT  
315 129<sup>TH</sup> ST S  
TACOMA, WA 98444-5099**

**THIS CONTRACT** is made and entered into by and between PUGET SOUND EDUCATIONAL SERVICE DISTRICT EARLY LEARNING PROGRAM (hereinafter referred to as "PSESD") and FRANKLIN PIERCE SCHOOL DISTRICT (hereinafter referred to as "Center").

**IT IS THE PURPOSE OF THIS CONTRACT** to provide enhanced services to ECEAP families between the 2019-20 and 2020-21 school years that mitigate financial challenges and increased isolation due to COVID-19.

**THE FUNDING SOURCE FOR THIS** is 100% federal funds pursuant to CFDA #21.019.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. CONTRACT MANAGEMENT**

- 1.1 The Contract Manager and Center Director for each of the parties shall be the contact person(s) for all communications and billings regarding the performance of this Contract.
- 1.2 Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person, or by a recognized courier service, or deposited within the United States Postal Service.
- 1.3 Each party shall notify the other party in writing within ten days of any changes of the name and contact information regarding either party's designated Contract Manager or Center Director.
- 1.4 Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided above.

## 2. EXHIBITS AND ATTACHMENTS

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments:

- Exhibit A - STATEMENT OF WORK
- Exhibit B – DELIVERABLES CALENDAR
- Exhibit C - GENERAL TERMS AND CONDITIONS
- Exhibit D - SUPPLEMENTAL TERMS AND CONDITIONS
- Exhibit E – ECEAP PERFORMANCE STANDARDS

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

## 3. STATEMENT OF WORK

The parties agree that the Center shall perform the activities and obligations as set forth and described in this Contract and its Exhibits, attached hereto and incorporated herein as though set forth in full. The Center shall also furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in this Contract. The Center agrees to provide the services, products and activities at the costs set forth in this Contract.

## 4. PERIOD OF PERFORMANCE

Subject to the requirements of this Contract, the period of performance of this Contract shall commence on July 1, 2020 and be completed on or before September 30, 2020, unless terminated sooner as provided herein.

## 5. COMPENSATION

PSESD shall reimburse the Center upon receipt of proper documentation as required by PSESD, as detailed below. The Center must follow the Office of Management and Budget (OMB) Circular cost principles.

### FUNDING

Budget Line Items	Funding
Summer Program 7/1/2020 - 9/30/2020	\$6,785
<b>Grand Total</b>	<b>\$6,785</b>

PSESD may increase or decrease the approved budget in this Agreement or may make other changes to the Agreement. This will be in the form of an Amendment to the Agreement, which will outline the reasons for any changes.

The parties have determined that the cost of accomplishing the work herein shall not exceed the amount in the table above. Any additional authorized expenditure, for which reimbursement is sought, must be submitted as written documentation following the One-Time Funds application process to the PSESD Contract Manager for pre-approval and established by a written Contract Amendment signed by all designated parties. Compensation will be paid upon the timely completion of services as described in this Contract and is contingent upon acceptance of relevant work products and approval of claims by PSESD as described in this Contract.

## 6. BILLING PROCEDURE

- 6.1 The Center will submit, not more than two times per month, properly completed [ECEAP SUMMER PROGRAMS CLAIM FORM](#) ("claim"), to:

**Scan and email to:** [elfiscal@psed.org](mailto:elfiscal@psed.org)

OR

**Mail document(s) with original signatures to:**

Puget Sound Educational Service District  
 ATTN: Early Learning Fiscal Dept  
 800 Oakesdale Ave SW  
 Renton, WA 98057

- 6.2 Payment to the Center for approved and completed work shall be made by warrant or Electronic Funds Transfer by PSESD and considered timely if made within 30 days of receipt of a properly completed claim. Payment shall

be sent to the address designated by the Center and set forth in this Contract.

6.3 Each claim must clearly reference the PSESD Contract Number.

6.4 Each claim must clearly reference "ECEAP Summer Program".

6.5 Upon the expiration of this Contract, any claim or payment not already made shall be submitted to PSESD no later than fifteen (15) days following the expiration date of this Contract. The final claim shall certify that the Center has completed all requirements of this Contract.

**SIGNATURES**

THIS CONTRACT, including the exhibits and attachments described in section 2, is executed by the persons signing below who warrant they have read and understand this Contract and the exhibits and attachments. The persons signing below further represent that they have the authority to execute this Contract.

**CENTER**

Tax ID: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

 \_\_\_\_\_  
 Signature  
 Superintendent or Designee

 \_\_\_\_\_  
 Print

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Signature  
 Center Director

 \_\_\_\_\_  
 Print

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Signature  
 Contract Manager (if different from Center Director)

 \_\_\_\_\_  
 Print

 \_\_\_\_\_  
 Date
**PSESD**
 \_\_\_\_\_  
 Signature  
 Superintendent or Designee

 \_\_\_\_\_  
 Print

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Signature  
 Executive Director for Early Learning

 \_\_\_\_\_  
 Print

 \_\_\_\_\_  
 Date

Talena Dixon, Program Director, Operations  
 Contract Manager
**BUSINESS OFFICE USE ONLY:**Account Code: **3400-27-7300-0200-2100-5113****\$6,785**

Account Code:

Account Code:

Account Code:

Contract Number: \_\_\_\_\_

 \_\_\_\_\_  
 Signature  
 Business Office Approval

 \_\_\_\_\_  
 Print

 \_\_\_\_\_  
 Date



## Franklin Pierce Schools

315 129<sup>th</sup> Street S, Tacoma, WA 98444  
253-298-3010, Fax 253-298-3015  
[www.fpschools.org](http://www.fpschools.org)

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 8, 2020  
**SUBJECT:** Policy 3225: School-Based Threat Assessment

### **BACKGROUND INFORMATION**

New Board Policy 3225: School-Based Threat Assessment was drafted by WSSDA after the passing of House Bill 1216 (2019). Within HB 1216 are several important components, one of which is to mandate that by the beginning of the 2020-2021 school year, each district must establish a school-based threat assessment program. WSSDA's model policy and procedure are based on, and consistent with, a synthesis of nationally established research, practice, and standards. Research found that for a school-based threat assessment program to be effective, it must be implemented within an overall culture and climate that promote safety, respect, and emotional support.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy is being presented for first reading.





# Officers on site

## The Washington State School Resource Officer Program

In 2019, House Bill (HB) 1216 – School Safety and Student Well-Being created a statewide School Resource Officer (SRO) program to establish effective partnerships and protect the health and safety of all students. The legislation stated that it was not the intent of the Legislature to require districts to have SROs in schools. Instead, the legislation articulates an intention of creating statewide consistency for the role, limitations, and minimum training of SROs for districts that opt to have an SRO program.

Previously, there was no statewide definition for an SRO and that caused some confusion. HB 1216 has now defined an SRO as “a commissioned law enforcement officer in the state of Washington with sworn authority to make arrests, deployed in community-oriented policing, and assigned by the employing police department or sheriff’s office to work in schools to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around K-12 schools.” In response to possible concern that the presence of an SRO would increase students’ involvement with the criminal justice system, HB 1216 stated that SROs should

focus on keeping students out of the criminal justice system when possible and should not be used to attempt to impose criminal sanctions in matters that are better handled within the educational system.

HB 1216 establishes boundaries on the roles and duties of an SRO and states that districts wishing to implement an SRO program must ensure that district policies are in place to clarify when teachers and school administrators may ask an SRO to intervene. To ensure your district is compliant, WSSDA has created a new **Model Policy 4311–School Resource Officer**; this is an Essential policy for districts that will implement an SRO program and must be in place at the beginning in the 2020-2021 school year.

**Model Policy  
4311  
School Resource  
Officer**

**Model Form  
4311F  
School  
Resource Officer  
Memorandum of  
Agreement**

HB 1216 also requires that any school district choosing to have an SRO program must enter an agreement with the local law enforcement agency that provides the SRO(s) for the district. The agreement must include a clear statement regarding SRO duties and responsibilities related to behavior and discipline. In particular, the agreement must acknowledge the role of an SRO as a

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teacher, informal counselor, and law enforcement officer, as well as recognize that a trained SRO knows when to interact with students informally to reinforce school rules and when to enforce the law. However, the agreement must prohibit an SRO from becoming involved in discipline situations that are the responsibility of school administrators.

Previously, there were no statewide requirements for SRO training and that caused some concern. HB 1216 mandates 12 topic areas for SRO training, which the agreement must confirm that every SRO has received. Other components of the agreement between the school district and the law enforcement agency specified by HB 1216 include provisions for annual collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The legislation further specifies that this must be disaggregated by school, offense type, demographics, and special education or 504 plans.

Further, HB 1216 specifies that the agreement between the school district and law enforcement agency must provide for a complaint process for families to file SRO-related complaints with the school and local law enforcement agency. The agreement must be reviewed and renewed annually in a review process that involves parents, students, and community members. Remember, these provisions take effect at the beginning of the 2020-2021 school year. To ensure your district is compliant with these statutory requirements, WSSDA has created a new **Model Form 4311F-School Resource Officer-Memorandum of Agreement**. Please note that the model agreement specifies

**Model Policy  
4311  
Model Form  
4311F**

that the law enforcement agency maintains the data collection and retains the responsibility for training its employees who will serve as SROs. These provisions will help protect your district if an insurance claim is ever made.

As noted earlier, for statewide consistency around minimum, mandatory training requirements, the legislation specifies that SROs must receive training in 12 identified topics. To facilitate completion of this training, the Office of Superintendent of Public Instruction (OSPI) suggests that current and potential SROs examine transcripts of completed trainings, document participation in current law enforcement or school district trainings, and work with their law enforcement agency to develop a personalized plan to meet unmet training requirements. Potential resources are listed on the [SRO Page](#) on the OSPI website.

Lastly, in separate legislation also passed in 2019, Senate Bill (SB) 5497 – Immigrants – Statewide Policy, the Legislature stated that the primary purpose of state and local law enforcement agencies, including SROs, is not to enforce civil federal immigration law. Therefore, when acting in their official capacity as school resource officers, an SRO may not inquire into or collect information about an individual's immigration or citizenship status, or place of birth, or provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law. Both WSSDA's new model policy and new model form relating to SROs include provisions reflecting these statutory limitations on any SRO working with a school district.



## SCHOOL-BASED THREAT ASSESSMENT

The Board is committed to providing a safe and secure learning environment for students and staff. This policy establishes a school-based threat assessment program to provide for timely and methodical school-based threat assessment and management.

Threat assessment best occurs in school climates of safety, respect, and emotional support. Student behavior, rather than a student's demographic or personal characteristics, will serve as the basis for a school-based threat assessment.

The threat assessment process is distinct from student discipline procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension or expulsion and the district will not impose suspension or expulsion, including emergency expulsion, *solely* for investigating student conduct or conducting a threat assessment. Further, suspension, or other removal from the school environment can create the risk of triggering either an immediate or a delayed violent response, unless such actions are coupled with containment and support. However, nothing in this policy precludes district personnel from acting immediately to address an imminent threat, including imposing an emergency expulsion, if the district has sufficient cause to believe that the student's presence poses an immediate and continuing danger to other students or school personnel or an immediate and continuing threat of material and substantial disruption of the educational process.

### Structure of Threat Assessment Team

The superintendent shall establish and ensure the training of a multidisciplinary, multiagency threat assessment team or more than one such team to serve district schools. As the threat assessment team must be multidisciplinary and multiagency, it might include persons with expertise in:

- Counseling, such as a school counselor, a school psychologist and/or school social worker,
- Law enforcement, such as a school resource officer,
- School administration, such as a principal or other senior administrator,
- Other district or school staff,
- Community resources,
- Special education teachers, and a
- Practicing educational staff member.

Not every multidisciplinary team member need participate in every threat assessment. When faced with a potential threat by, or directed towards, a student receiving special education services, the threat assessment team must include a team member who is a special education teacher.

Although parents, guardians, or family members are often interviewed as part of the threat assessment process, neither the student nor the student's family members are part of the threat assessment team. This does not diminish the district's commitment that school personnel will make every reasonable attempt to involve parents and the student in the resolution of the student's behavioral violations, consistent with Policy and Procedure 3241 – Student Discipline.

### **Function of Threat Assessment Team**

Each threat assessment team member, whether a teacher, counselor, school administrator, other school staff, contractor, consultant, volunteer, or other individual, functions as a “school official with a legitimate educational interest” in educational records controlled and maintained by the district. The district provides the threat assessment team access to educational records as specified by the Family Educational Rights and Privacy Act (FERPA). No member of a threat assessment team, including district or school-based members and community resource or law enforcement members, shall use any student record beyond the prescribed purpose of the threat assessment team or re-disclose records obtained by being a member of the threat assessment team, except as permitted by FERPA.

The threat assessment team:

- Identifies and assesses the behavior of a student that is threatening, or potentially threatening, to self, other students, staff, school visitors, or school property. Threats of self-harm or suicide unaccompanied by threats of harm to others should be promptly evaluated according to Policy 2145 – Suicide Prevention;
- Gathers and analyzes information about the student’s behavior to determine a level of concern for the threat. The threat assessment team may conduct interviews of the person(s) who reported the threat, the recipient(s) or target(s) of the threat, other witnesses who have knowledge of the threat, and where reasonable, the individual(s) who allegedly engaged in the threatening behavior or communication. The purpose of the interviews is to evaluate the individual’s threat in context to determine the meaning of the threat and intent of the individual. The threat assessment team may request and obtain records in the district’s possession, including student education, health records, and criminal history record information. The purpose of obtaining information is to evaluate situational variables, rather than the student’s demographic or personal characteristics;
- Determines the nature, duration, and level of severity of the risk and whether reasonable modifications of policies, practices, or procedures will mitigate the risk. The threat assessment team will not base a determination of threat on generalizations or stereotypes. Rather, the threat assessment team makes an individualized assessment, based on reasonable judgment, best available objective evidence, or current medical evidence as applicable;
- Communicates lawfully and ethically with each other, school administrators, and other school staff who have a need to know particular information to support the safety and well-being of the school, its students, and its staff; and
- Provides reports of its determination to the superintendent or designee

Depending on the level of concern determined, the threat assessment team develops and implements intervention strategies to manage the student’s behavior in ways that promote a safe, supportive teaching, and learning environment, without excluding the student from the school.

In cases where the student whose behavior is threatening or potentially threatening also has a disability, the threat assessment team aligns intervention strategies with the student’s individualized education program (IEP) or the student’s plan developed under Section 504 of the Rehabilitation Act of 1973 (Section 504 plan) by coordinating with the student’s IEP team or Section 504 plan team. Although some of the functions of a school-based threat assessment

may run parallel to the functions of a student's IEP team or 504 plan team, school-based threat assessments remain distinct from those teams and processes.

### **Data Collection, Review and Reporting**

The superintendent shall establish procedures for collecting and submitting data related to the school-based threat assessment program that comply with OSPI's monitoring requirements, processes, and guidelines.

### **Other Tasks of Threat Assessment Team**

The threat assessment team may also participate in other tasks that manage or reduce threatening or potentially threatening behavior and increase physical and psychological safety.

This may include:

- Providing guidance to students and staff regarding recognition of behavior that may represent a threat to students, staff, school, the community, or the individual;
- Providing informational resources for community services boards or health care providers for medical evaluation or treatment, as appropriate;
- Assessing individuals other than students whose behavior poses a threat to the safety of students or staff and notify the superintendent or designee of such an individual.

### **Legal References:**

CFR 34, Part 99

Family Educational Rights and Privacy Act  
Regulations

Chapter 28A.300 RCW  
Chapter 28A.320 RCW





## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 8, 2020  
**SUBJECT:** Policy 4311: School Resource Officer

### **BACKGROUND INFORMATION**

New Board Policy 4311: School Resource Officer was drafted by WSSDA after House Bill 1216 (2019) – School Safety and Student Well-Being created a statewide School Resource Officer (SRO) program to establish effective partnerships and protect the health and safety of all students. The intent was not to require districts to have SROs in schools. Instead, the legislation articulates an intention of creating statewide consistency for the role, limitations, and minimum training of SROs for districts that opt to have an SRO program.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy is being presented for first reading.

## **SCHOOL RESOURCE OFFICER**

### **Purpose, Mission, and Role**

A School Resource Officer (SRO) is a commissioned law enforcement officer in the state of Washington with sworn authority to make arrests, deployed in community-oriented policing, and assigned by the employing police department or sheriff's office to work in schools to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around K-12 schools.

The mission of the Franklin Pierce School District SRO program is to improve school safety and the educational climate at the school. The role of the SRO on campus typically involves three parts: educator, informal counselor, and law enforcer. The focus of any SRO working in the district is to keep students out of the criminal justice system when possible. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate. SROs shall support a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment. The SRO is a valuable team member of School-Based Threat Assessment Teams, which are preventative in purpose. The SRO is encouraged to participate consistent with Policy and Procedure 3225 – School-Based Threat Assessment.

The primary responsibility for maintaining proper order and conduct in the schools resides with school principals or their designee, with the support of other school staff. This may include minor violations of the law occurring during school hours or at school activities. The SRO program does not diminish the district's authority and shall not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the district. Principals or their designee maintain order and handle all student discipline matters consistent with Policy and Procedure - Student Discipline. SROs appropriately interact with students informally to reinforce school rules.

Teachers and school administrators may ask an SRO to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances consistent with Policy and Procedure 3432 – Emergencies. SROs do not need to be asked before intervening in emergencies.

As a general rule, law enforcement activity should take place at a location other than school premises. However, there are circumstances where formal law enforcement intervention/activity at school is warranted and may be conducted by an SRO. These law enforcement activities may include interviews and interrogations; search of a student's person, possessions, or locker; citations, filing of delinquency petitions, referrals to a probation officer, actual arrests, and other referrals to the juvenile justice system, consistent with Policy and Procedure 3226 – Interview and Interrogations of Students on School Premises and Policy and Procedure 3230 – Student Privacy and Searches.

The SRO duties do not extend to immigration enforcement and the SRO will not inquire into or collect information about an individual's immigration or citizenship status, or place of birth. Neither will the SRO provide information pursuant to notification requests from federal

immigration authorities for the purposes of civil immigration enforcement, except as required by law, consistent with Policy 4310 – District Relationship with Law Enforcement and Other Government Agencies.

### **Agreement, Training, and Program Review**

The district and the Pierce County Sheriff's Department will adopt an agreement and annually review the SRO program using a process that involves parents, students, and community members. Law enforcement agencies are responsible for training their employees, including SROs, therefore, the law enforcement agency will confirm in the agreement that SROs have been trained in all the topics required by law. Additionally, the agreement will include a process for families to file complaints with the district and local law enforcement agency related to the district SROs and a process for investigating and responding to complaints. The agreement will incorporate an annual collection and reporting of data regarding calls for law enforcement service and the outcome of each call. In addition, the agreement will also incorporate the SRO duties and the limitations thereof consistent with this policy, other related governing policies, and the governing regulations.

Legal References:	RCW 10.93.160	Immigration and citizenship status
	RCW 26.44.030	Interviews of children
	RCW 26.44.050	Abuse or neglect of child — Duty of law enforcement agency or department of social and health services — Taking child into custody without court order
	RCW 26.44.110	Information about rights — Custody without court order — Written statement required — Contents
	RCW 26.44.115	Child taken into custody under court order — Information to parents
	RCW 28A.300.640-45	School-based threat assessment program
	RCW Chapter 28A.320.124	School resource officer programs
	20 U.S.C. 1232g	Family Education Rights and Privacy Act





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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 8, 2020  
**SUBJECT:** Procedure 3225P: School-Based Threat Assessment

### **BACKGROUND INFORMATION**

New Procedure 3225P: School-Based Threat Assessment was drafted by WSSDA after the passing of House Bill 1216 (2019) and includes a statewide framework for the school-based threat assessment program. The framework is based on nationally established research, practice, and standards. It starts with establishing a school-based threat assessment team that must be multidisciplinary and multiagency and includes not only threat assessment but also threat management. Threat management may include both short-term and long-term interventions. In order to be effective in these efforts, the process must be implemented with an overall culture and climate that promote safety, respect, and emotional support.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This is an information item only.

## SCHOOL-BASED THREAT ASSESSMENT

### Definitions

For purposes of district or school-based threat assessments of students, the following definitions will apply:

- A **school-based threat assessment** means the formal process, established by a school district, of evaluating the threatening, or potentially threatening, behavior of a student, and the circumstances surrounding the threat, to uncover any facts or evidence that the student or other actor is likely to carry out the threat.
- **School-based threat management** means the development and implementation of a plan to manage or reduce the threatening, or potentially threatening, behavior of a student in a way that increases the physical and psychological safety of students, staff, and visitors, while providing for the education of all students.
- A **threat** is an expression of an intent to cause physical harm to self/others. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means; and is considered a threat regardless of whether it is observed by or communicated directly to the target of the threat or observed by or communicated to a third party; and regardless of whether the target of the threat is aware of the threat. Threats may be direct, such as “I am going to beat you up.” or indirect, such as, “I’m going to get him.”

A **low risk threat** is one in which it is determined that the individual/situation does not appear to pose a threat of serious harm to self/others, and any exhibited issues/concerns can be resolved easily.

A **moderate risk threat** is one in which the person/situation does not appear to pose a threat of violence, or serious harm to self/others, at this time; but exhibits behaviors that indicate a continuing intent and potential for future violence or serious harm to self/others; and/or exhibits other concerning behavior that requires intervention.

A **high risk threat** is one in which the person/situation appears to pose a threat of violence, exhibiting behaviors that indicate both a continuing intent to harm self/others and efforts to acquire the capacity to carry out the plan; and may also exhibit other concerning behavior that requires intervention.

An **imminent threat** exists when the person/situation appears to pose a clear and immediate threat of serious violence toward self/others that requires containment and action to protect identified or identifiable target(s); and may also exhibit other concerning behaviors that require intervention.

## Principles

Six principles form the foundation of the threat assessment process. These principles are:

- Targeted violence is the end result of an understandable, and oftentimes discernible, process of thinking and behavior.
- Targeted violence stems from an interaction among the individual, the situation, the setting, and the target.
- An investigative, skeptical, inquisitive mindset is critical to successful threat assessment.
- Effective threat assessment is based upon facts rather than on characteristics or “traits.”
- An “integrated systems approach” should guide threat assessment inquiries and investigations.
- The central question in a threat assessment inquiry or investigation is whether a student poses a threat, not whether the student has made a threat.

## Identifying and Reporting Threats

Timely reporting of expression to harm is crucial to an effective school-based threat assessment program.

Anyone, including students, families, and community members may report communication or behavior that appears to be threatening or potentially threatening to designated school and/or district administrators.

All school district employees, volunteers, and contractors should immediately report to designated school and/or administrators any expression of intent to harm another person, concerning communications, or concerning behaviors that suggest an individual may intend to commit an act of violence.

Anyone who believes that a person or situation poses an *imminent* threat of serious violence that requires containment should notify school security and/or law enforcement.

## Assessing Threats

A school-based threat assessment is distinct from law enforcement investigation (if any). The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe and secure school environment, to protect and support potential victims, and to provide assistance, as needed, to the individual being assessed. School-based threat assessment is also distinct from student discipline procedures. However, the functions of school-based threat assessment may run parallel to student discipline procedures.

## Triage

The superintendent will designate a team leader for each threat assessment team(s), such as a school principal or a district administrator. If it is not feasible for all team members to be involved with the screening of initial reports referred to the team, the threat assessment team leader may designate a subset of team members to triage cases and determine their appropriateness for review and/or action by the full team. If a team implements a triage process, at least two members of the team will review initial reports and determine if the full team should further assess and manage the situation. All triaged cases must be shared with all members of the

assessment team to ensure the cases were adequately addressed. All threat assessment team members shall be trained to triage cases effectively.

#### Imminent

Upon notification of threatening behavior or communications, the school administrator, threat assessment team, or triage team shall first determine if an imminent threat is believed to exist. If the individual appears to pose an imminent threat of serious violence to themselves or to others in the school, the administrator or assessment team shall notify law enforcement.

#### Moderate or high risk threat

If the threat assessment team cannot determine with a reasonable degree of confidence that the alleged threat is not a threat, or is a low risk threat, then the threat assessment team will undertake a more in-depth assessment to determine the nature and degree of any safety concerns and to develop strategies to prevent violence and reduce risk, as necessary.

The threat assessment team's review may include but is not limited to, reviews of records; interviews and consultations with staff, students, family members, community members, and others who know the individual; and interviews of the individual and the target/recipient of the threat(s). The threat assessment team will also screen for risk of self-harm and suicidal ideation, regardless of whether the alleged threat also included possible self-harm.

Upon reaching a determination that a student poses a threat of violence or physical harm to self or others, a threat assessment team shall immediately report its determination to the superintendent or designee. The superintendent or designee shall immediately attempt to notify the student's parent or legal guardian. The district will ensure that the notice is in a language the parent and/or guardian understands, which may require language assistance for parents or guardians with limited-English proficiency under Title VI of the Civil Rights Act of 1964.

In instances where the threat is deemed moderate risk or high risk, or requires further intervention to prevent violence or serious harm, the school administrator shall notify the parent and/or guardian of any student who is the target/recipient of a threat as well as the parent and/or guardian of any student who made the threat. See Policy and Procedure 4314 – Notification of Threats of Violence or Harm. The district will ensure that the notice is in a language the parent and/or guardian understands, which may require language assistance for parents or guardians with limited-English proficiency under Title VI of the Civil Rights Act of 1964.

If the threat assessment team determines that an individual poses a threat of violence, based on the information collected, the threat assessment team develops, implements, and monitors intervention strategies to address, reduce, and mitigate the threat and provide assistance to those involved, as needed. If these strategies include disciplinary action, the district will provide notice to the student and their parents or legal guardian consistent with Student Discipline Policy and Procedure 3241.

The threat assessment team may assist individual(s) within the school to access appropriate school and community-based resources for support and/or further intervention. This includes assisting those who engaged in threatening behavior or communication, and any impacted staff or students.

In cases where the student whose behavior is threatening or potentially threatening also has a disability, the threat assessment team must align intervention strategies with the student's individualized education program (IEP) or the student's plan developed under Section 504 of the Rehabilitation Act of 1973 (Section 504 plan) by coordinating with the student's IEP team or Section 504 plan team.

No identifiable threat or low risk threat If the threat assessment team concludes the reported possible threat is not identifiable or constitutes a low threat of violence or harm to self or others, the threat assessment team need not intervene or take further steps.

### **Data Collection, Review, and Reporting**

The superintendent shall establish procedures for collecting and submitting data related to the school-based threat assessment program that comply with Office of Superintendent of Public Instruction's monitoring requirements, processes, and guidelines.



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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 8, 2020  
**SUBJECT:** Form 4311F: School Resource Officer – Memorandum of Agreement

### **BACKGROUND INFORMATION**

New Form 4311F: School Resource Officer – Memorandum of Agreement is presented with Policy 4311, an essential policy that must be in place at the beginning of the 2020-2021 school year for districts with a School Resource Officer (SRO) program. The policy and form establish boundaries on the roles and duties of an SRO as well as clarify when teachers and school administrators may ask an SRO to intervene.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This is an information item only.

## **SCHOOL RESOURCE OFFICER – MEMORANDUM OF AGREEMENT**

Memorandum of Understanding  
Between  
Franklin Pierce School District  
and  
Pierce County Sheriff's Department

This agreement (the Agreement) is made by and between Franklin Pierce School District (the District) and Pierce County Sheriff's Department (the Sheriff's Department). The Agreement refers to the District and the Police Department collectively are "the Parties". The Pierce County Sheriff (the "Sheriff") and the Superintendent of the District ("the Superintendent") or designee are each a signatory to this Agreement. This Agreement shall be effective as of the date of signing and remains in full force and effect until amended or until such time as either of the Parties withdraws from this Agreement by delivering written notification to the other Party.

Upon the Parties execution of this Agreement, a copy of the Agreement shall be placed on file in the offices of the Sheriff and the Superintendent. The Parties shall also share copies of this Agreement with the SRO, any principals in schools where the SRO will work, and any other individuals whom they deem relevant or who request it. The District and the Sheriff's Department will annually review the SRO program using a process that involves parents, students, and community members and adopt an updated agreement as appropriate.

### **Mission and Purpose**

The mission of the SRO program is to improve school safety and the educational climate at the school. The purpose of this Agreement is to fulfill the requirements of RCW 28A.320.124(2), which requires an agreement between school districts and the local law enforcement agency for implementation of a School Resource Officer (SRO) program and specifies elements that must be incorporated into such an agreement. Additionally, this Agreement fulfills the requirements of RCW 10.93.160 and formalizes and clarifies the partnership between the District and the Sheriff's Department. This Agreement is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.

### **SRO Roles, Duties, and Limitations**

The role of the SRO on campus typically involves three parts: educator, informal counselor, and law enforcer. The focus of any SRO working in the District is to keep students out of the criminal justice system when possible. The District shall integrate the SRO into the school community through participation in faculty and student meetings and assemblies as appropriate. SROs shall support a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment. The SRO is a valuable team member of School Based Threat Assessment Teams, which are preventative in purpose, and SROs are encouraged to participate consistent with Policy and Procedure 3225 – School Based Threat Assessment.

The primary responsibility for maintaining proper order and conduct in the schools resides with school principals or their designee, with the support of other school staff. This may include minor violations of the law occurring during school hours or at school activities. The SRO program does not diminish the District's authority and shall not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the District. Principals or their designee maintain order and handle all student discipline matters consistent with Student Discipline Policy and Procedure 3241 – Student Discipline. SROs appropriately interact with students informally to reinforce school rules.

### **Requests for Intervention**

Teachers and school administrators may ask an SRO to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances consistent with 3432 – Emergencies. SROs do not need to be asked before intervening in emergencies.

As a general rule, law enforcement activity should take place at a location other than school premises. However, there are circumstances where formal law enforcement intervention/activity at school is warranted and may be conducted by an SRO. These law enforcement activities may include interviews and interrogations; search of a student's person, possessions, or locker; citations, filing of delinquency petitions, referrals to a probation officer, actual arrests, and other referrals to the juvenile justice system, consistent with 3226 – Interview and Interrogations of Students on School Premises and 3230 – Student Privacy and Searches.

Per RCW 10.93.160, the SRO duties do not extend to immigration enforcement and the SRO will not inquire into or collect information about an individual's immigration or citizenship status, or place of birth. Neither will the SRO provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law, consistent with 4310 – District Relationship with Law Enforcement and other Government Agencies.

### **Training of SRO**

The SRO is an employee of the Pierce County Sheriff's Department. The Sheriff's Department retains the authority and responsibility for training its employees, including SROs. By signing this Agreement, the Sheriff's Department confirms SROs assigned to the District have been trained in all the topics required by RCW 28A.320.124(1), including:

- Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
- Child and adolescent development;
- Trauma-informed approaches to working with youth;
- Recognizing and responding to youth mental health issues;
- Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- Collateral consequences of arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- Local and national disparities in the use of force and arrest of children;
- De-escalation techniques when working with youth or groups of youth;
- State law regarding restraint and isolation in schools, including RCW 28A.600.485



- Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, Lesbian Gay Bisexual Transgender and Queer (LGBTQ), and immigrants; and
- The federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Sec. 1232g) requirements, including limits on access to and dissemination of student records for non-educational purposes.

### **Complaint Resolution**

The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community that complies with the Sheriff's Department policies. The complaint resolution system will register concerns regarding the SRO or the SRO Program, provide for the investigation of registered complaints, and provide for timely communication of the resolution of the complaint to the complainant. The complaint resolution system shall allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections. The District will inform all students, parents, guardians, teachers, and administrators of the complaint resolution system at the beginning of each school year.

### **Data Collection and Reporting**

The SRO, Sheriff's Department, and the District shall work together to ensure the proper collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The data will be disaggregated by school, offense type, race, gender, age, and students who have an individualized education program or plan developed under section 504 of the federal rehabilitation act of 1973. Data collection shall be maintained by the law enforcement agency.