

Board of Directors

Regular Meeting

May 24, 2022

7:00 p.m.

REVISED AGENDA

This meeting will be held in the
Central Avenue Elementary School Gym
located at **4505 104th Street East** in Tacoma, Washington.

The public may attend in person, online using this Zoom webinar link –
<https://fpschools.zoom.us/j/89470403848?pwd=TXExQlJ3eDFVbW5sd0h3UWdlbml5dz09>
or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.
Webinar ID: 894 7040 3848 Password: AnRm052422

Audience and community comments are welcome and will be limited to two minutes per person.
In-person attendees may sign up to comment at the check-in table upon arrival.
Online Zoom attendees may deliver written comments to or schedule oral comments with
the Superintendent's Office (kholten@fpschools.org or 253-298-3010)
by 3 p.m. on May 24, 2022.

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

FRANKLIN PIERCE SCHOOLS

Jo Anne Matson Administrative Center
315 129th Street South
Tacoma, WA 98444
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 May 24, 2022 – 7 p.m.

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located at **4505 104th Street East** in Tacoma, Washington.

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<https://fpschools.zoom.us/j/89470403848?pwd=TXExQlJ3eDFVbW5sd0h3UWdlbmI5dz09>
 or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.
 Webinar ID: 894 7040 3848 Password: AnRm052422

AGENDA - REVISED

- I. Call to Order
- II. Flag Salute
- III. Establishment of a Quorum
- IV. Adoption of Agenda
- V. Announcements and Communication

- 1. Superintendent
- 2. Board of Directors
- 3. Audience/Community

Comments are welcome and will be limited to two minutes per person. In-person attendees may sign up to comment at the check-in table upon arrival. Online Zoom attendees may deliver written comments to or schedule oral comments with the Superintendent's Office (kholtan@fpschools.org or 253-298-3010) by 3 p.m. on May 24, 2022.

Audience members may exit at this time or stay for the remainder of the meeting.

- VI. Consent Agenda
 - 1. Minutes: May 10, 2022 A
 - 2. Personnel Action B
- VII. New Business
 - 1. Out-of-Endorsement Assignments C
 - 2. Support Services Surplus Request D
 - 3. Interdistrict Agreement: 2022-2023 PSESD CPWI Program E
- VIII. Proposals
 - 1. Policy 4200: Parent Access and Safe and Orderly Learning Environment F
- IX. Information
 - 1. Approved Out-of-State Staff Travel Requests G
- X. Executive Session H
- XI. Adjournment

Next Meeting: June 7, 2022
Franklin Pierce High School Corrigan Room

In-Person Public Meetings during the COVID-19 Pandemic

Franklin Pierce Schools will follow all health and safety guidance related to public meetings, including applicable federal, state, and local guidance, and the Open Public Meetings Act (OPMA).

- A COVID-19 Site Supervisor will be present during each meeting to assist with safety processes. Hand sanitizer and face coverings will be available for anyone who requests them.
- All Franklin Pierce School District properties remain gun-free, smoke-free zones.
- Anyone unwilling or unable to meet these requirements will not be allowed to attend the meeting in person but they may attend remotely using Zoom webinar. Instructions for joining the meeting online are contained on the agenda.
- Public Comments during the Announcements and Communication portion of the School Board Regular Meeting:
 - In-Person Attendees: Sign up at the check-in table upon arrival at the meeting location.
 - Online Zoom Attendees: Contact Kristin Holten at kholtan@fpschools.org or 253-298-3010 by 3 p.m. the day of the meeting to submit written comments or receive instructions for commenting live using the Zoom webinar system.

Franklin Pierce Schools

Jo Anne Matson Administrative Center - 315 129th Street South - Tacoma, WA 98444 – (253) 298-3000

Board directors and audience attended either via Zoom video webinar 873 3486 8957– (253) 215-8782 or in-person at Franklin Pierce High School Corrigan Room, 11002 18th Avenue East, Tacoma, WA 98445.

May 10, 2022

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

CALL TO ORDER

Dr. Mendoza called the special meeting to order at 6:04 p.m.

BOARD MEMBERS PRESENT

Mr. Davis, Dr. Mendoza, Mr. Nerio, Mr. Sablan, Mrs. Sherman.

SPECIAL MEETING

The Board of Directors reviewed and discussed the following items:

1. Superintendent's Update
2. Procurement Method for the Renovation of Historic Collins School
3. Comprehensive Sexual Health Education
4. Principal Round Table Format

ADJOURNMENT

There being no business to transact, the special meeting adjourned at 7:06 p.m.

Secretary of the Board

President of the Board

Franklin Pierce Schools

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Board directors and audience attended either via Zoom video webinar 873 3486 8957 – (253) 215-8782 or in-person at Franklin Pierce High School Corrigan Room, 11002 18th Avenue East, Tacoma, WA 98445.

May 10, 2022

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

CALL TO ORDER

Dr. Mendoza called the meeting to order at 7:17 p.m.

BOARD MEMBERS PRESENT

Mr. Davis, Dr. Mendoza, Mr. Nerio, Mr. Sablan, Mrs. Sherman.

AGENDA

22-M-42

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

ANNOUNCEMENTS & COMMENTS FROM THE SUPERINTENDENT

Dr. Goodpaster commented on district activities and events.

ANNOUNCEMENTS & COMMENTS FROM THE BOARD

- Mr. Sablan commented on his tour of the district.
- Mr. Nerio commented on his tour of the district.

ANNOUNCEMENTS & COMMENTS FROM THE COMMUNITY

There were no announcements or comments from the community.

CONSENT AGENDA

22-M-43

It was moved by Mr. Sablan, seconded by Mr. Nerio, and unanimously passed that the Board of Directors approve the Consent Agenda as presented.

(1) Minutes

Minutes of the Board of Directors were approved for the special and regular meetings held April 12, 2022.

(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 May 10, 2022, authorized the County Treasurer to pay all warrants/transfers specified below.

	Number	Amount	Date Issued
General Fund – Payroll	Direct Dep/Bank Fees	\$6,138,468.49	4/29/2022
	272079-272107	\$18,391.13	4/29/2022
	272108-272141	\$2,933,487.20	4/29/2022
General Fund – A/P	A/P Direct Deposit	\$18,036.55	4/15/2022
	291974-272061	\$1,196,612.88	4/15/2022
	272078	\$39,017.41	4/15/2022
	A/P Direct Deposit	\$497,667.49	4/29/2022
	272142-272186	\$284,980.61	4/29/2022
Capital Projects	A/P Direct Deposit	\$24,035.51	4/15/2022
	272062-272071	\$1,412,006.34	4/15/2022
	A/P Direct Deposit	\$13,993.95	4/29/2022
	272187-272194	\$115,997.40	4/29/2022
ASB	A/P Direct Deposit	\$130.69	4/15/2022
	272072-272077	\$1,115.00	4/15/2022
	A/P Direct Deposit	\$12,963.22	4/29/2022
	272195	\$60.00	4/29/2022
Trust	A/P Direct Deposit	\$160.83	4/29/2022

(3) Personnel Action

NEW HIRES

NAME	POSITION	LOCATION	HIRE DATE
Cano-Dominguez, Oliva	Teacher	Midland	08/22/2022
Castro, Norma	Temporary Paraeducator	Keithley	04/12/2022
Chaffin, Kathryn	Temporary Paraeducator	Keithley	04/18/2022
Cowden, Krystal	Counseling Office / Registration Coordinator	Franklin Pierce	04/11/2022
Escobedo, Melissa	Teacher	Washington	08/22/2022
Humphrey, Delia	Office Assistant	Christensen	04/14/2022
Johnson, Carman	Teacher	Collins	08/22/2022
Massie, Maria Carolina	Teacher	Harvard	08/22/2022
Nix, Cassandra	Paraeducator	Elmhurst	04/25/2022
Ohlemiller, Katrina	Special Education Teacher	Brookdale	08/22/2022
Schatzabel, Leah	Teacher	Brookdale	08/22/2022
Sebastian Peinador, Maria Jesus	Teacher	Harvard	08/22/2022
Tith, Sovyda	Teacher	Christensen	08/22/2022
Ulmer, Brooke	School Psychologist	Teaching & Learning	08/22/2022
Versalenko, Rachel	Teacher	Midland	08/22/2022

NEW HIRES (continued)

NAME	POSITION	LOCATION	HIRE DATE
Wegleitner, Alissa	Special Education Teacher	Midland	08/22/2022
Wilder, Courtnie	Administrator's Assistant	Ford	05/03/2022
Williams, Brianna	Teacher	Washington	08/22/2022

TERMINATIONS

NAME	POSITION	LOCATION	EFFECTIVE DATE
Arias, Jaleesa	Teacher	Collins	08/31/2022
Babcock, Ryker	Assistant Chief	Elmhurst	04/15/2022
Barnett, Mishele	Teacher	Keithley	06/30/2022
Bolle, Savannah	Custodian	Ford	04/21/2022
Brastad, Hilary	Teacher	Central Avenue	08/31/2022
Ferguson, Kari	Assistant Principal	Brookdale	06/30/2022
Goodman, Audra	Assistant Principal	Ford	06/30/2022
Granados, Andrea	Teacher	Midland	08/31/2022
Hesseltine, Nathan	Bus Driver	Transportation	04/27/2022
Hunter, Michael	Teacher	Keithley	08/31/2022
Kamel, Cara	Teacher	Midland	08/31/2022
Kaufmann, Lynette	ECEAP Teacher	Hewins ELC	06/21/2022
Lancaster, Aidan	Paraeducator	GATES	08/31/2022
Maxwell, LaTanya	Teacher	Midland	08/31/2022
Nakata, Jennifer	Social Worker	Keithley	06/30/2022
Nelson, Rose	Paraeducator	Washington	08/31/2022
Oller, Jessica	Paraeducator	Washington	08/31/2022
Rehwinkel, Janet	Bus Driver	Transportation	05/31/2022
Rooney, Katie	Information Technology Specialist (Librarian)	Central Avenue	08/31/2022
Smith, Rene	Paraeducator	James Sales	04/18/2022
Taylor, Leslie	Teacher	Keithley	06/30/2022
Watt, Alexis	Teacher	Christensen	08/31/2022
Williamson, Adam	Program Specialist	Teaching & Learning	08/31/2022
Workman, Kristina	Paraeducator	Keithley	04/25/2022
Yant, Cindy	Office Manager	Brookdale	06/29/2022
Zhang, Allison	Teacher	James Sales	08/31/2022

APPOINTMENTS / PROMOTIONS / TRANSFERS

NAME	EFFECTIVE DATE	NEW POSITION & LOCATION
Bucher, Jamie	04/18/2022	Custodian / Keithley
Huggler, Cheryl	05/16/2022	Nutrition Services Asst III / Central Avenue
Murray, John	04/18/2022	Assistant Chief / Collins
Skaggs, Kimi	05/02/2022	Custodial Manager / Support Services

LEAVES OF ABSENCE

NAME	POSITION / LOCATION	LEAVE TYPE	LEAVING	RETURNING
Cathcart, Melyssa	Teacher / Collins	General Leave 1.0	06/21/2022	09/01/2023
Galbraith, Jennifer	Teacher / Ford	General Leave 1.0	06/21/2022	09/01/2023

SPECIAL ACTION

NAME	POSITION / LOCATION	REASON
Zepeda, Christian	Teacher / Franklin Pierce	Incorrect termination date 03/15/2022; corrected date 08/31/2022

(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 March 2022.

POLICY 1250: STUDENTS ON GOVERNING BOARDS

22-M-44

It was moved by Mr. Davis, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt new Board Policy 1250: Students on Governing Boards.

POLICY 5411: STAFF VACATIONS

22-M-45

It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt revised Board Policy 5411: Staff Vacations.

OVERNIGHT FIELD TRIP TRAVEL REQUEST – COLLINS ELEMENTARY SCHOOL

22-M-46

It was moved by Mr. Sablan, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the overnight field trip travel request with 5th grade Collins Elementary School students.

OVERNIGHT FIELD TRIP TRAVEL REQUEST – FPHS / WHS

22-M-47

It was moved by Mr. Nerio, seconded by Mr. Davis, and unanimously passed that the Board of Directors approve the overnight field trip travel request with Franklin Pierce and Washington high school cheer students.

OVERNIGHT FIELD TRIP TRAVEL REQUEST – WHS

22-M-48

It was moved by Mr. Sablan, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the overnight field trip travel request with Washington High School ASB/Leadership students.

FINAL ACCEPTANCE OF JAMES SALES REPLACEMENT SCHOOL PROJECT

22-M-49

It was moved by Mr. Davis, seconded by Mr. Nerio, and unanimously passed that the Board of Directors accept the work performed for the James Sales Replacement Elementary School project as complete in accordance with the terms and conditions of the contract documents, including drawings and specifications dated June 27, 2019.

RECOMMENDATION TO AWARD ADDITIONAL ALTERNATES TO THE CONTRACT FOR CONSTRUCTION OF THE FRANKLIN PIERCE SCHOOL DISTRICT PERFORMING ARTS CENTER

22-M-50

It was moved by Mr. Nerio, seconded by Mr. Davis, and unanimously passed that the Board of Directors increase the award of the contract for construction of the Franklin Pierce Performing Arts Center to Jones and Roberts Company of Olympia, Washington in the amount of \$412,000.00 for a total of \$14,452,000.00. This revised amount includes the base bid and bid alternates A-3, A-4, and T-1.

RECOMMENDATION TO AWARD CONTRACT FOR FACILITIES IMPROVEMENTS OF THE HISTORIC COLLINS SCHOOL**22-M-51**

It was moved by Mr. Sablan, seconded by Mr. Nerio, and unanimously passed that the Board of Directors award the contract for energy facilities improvements of Historic Collins School to ATS Automation through Washington Department of Enterprise Services' ESPC program in the amount of \$10,060,116.00.

RESOLUTION 22-R-07: APPROVE PARTICIPATION IN VAPING LITIGATION**22-M-52**

It was moved by Mrs. Sherman, seconded by Mr. Sablan, and unanimously passed that the Board of Directors adopt Resolution 22-R-07: Approve Participation in Vaping Litigation.

APPROVED OUT-OF-STATE STAFF TRAVEL REQUESTS

Dr. Goodpaster, Superintendent, presented a list of recently approved out-of-state staff travel requests as an information only item.

CLOSED SESSION

Dr. Mendoza announced a closed session of the Board at 7:45 p.m. for approximately 30 minutes to discuss professional negotiations with an employee in accordance with Board Policy 1410. Dr. Mendoza reconvened the meeting at 8:20 p.m.

ADJOURNMENT

Dr. Mendoza announced that the next regular meeting of the Board of Directors will be held on Tuesday, May 24, 2022, beginning at 7 p.m. The meeting will be held remotely or at Central Avenue Elementary School depending on current public health and open public meeting regulations.

There being no further business to transact, the meeting adjourned at 8:21 p.m.

Secretary of the Board

President of the Board

MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Director of Human Resources
DATE: May 24, 2022
SUBJECT: Personnel Action

NEW HIRES

NAME	POSITION	LOCATION	HIRE DATE	REASON
Constantine, Leah	Psychologist	Teaching & Learning	08/22/2022	Replacement
Hill, Amanda	Teacher	Collins	08/22/2022	Leave Replacement
Jackson, Kameelah	Teacher	Christensen	08/22/2022	Replacement
Karman, Kristy	Transition Specialist	Teaching & Learning	08/22/2022	Replacement
Kemp, Amanda	Teacher	Keithley	08/22/2022	Replacement
McRae, Daveene	Bus Driver	Transportation	04/29/2022	Replacement
Mechler, Shawwna	Office Manager	Transportation	05/11/2022	Replacement
Nelko, Alyse	Counselor	Franklin Pierce	08/22/2022	Replacement
Pacheco, Kimberli	Counseling Office Registration Coordinator	Washington	05/04/2022	Replacement
Smith, Kelsey	Teacher	Collins	08/22/2022	Replacement

TERMINATIONS

NAME	POSITION	LOCATION	HIRE DATE	EFFECTIVE DATE	REASON
Aponte, Jinahira	Dual Language Teacher	Harvard	08/19/2019	08/31/2022	Resignation
Boser, Megan	Paraeducator	Hewins ELC	08/28/2018	08/31/2022	Resignation
Brown, Marietta	Teacher	James Sales	08/25/2014	08/31/2022	Resignation
Corso, Pat	Stadium Groundskeeper	Athletics	04/26/2018	05/13/2022	Resignation
Dudley, Thomas	Assistant Principal	Keithley	07/26/2021	06/30/2022	Resignation
Franklin, Roger	Teacher	Collins	08/22/2016	08/31/2022	Resignation
Hester, Abigail	Paraeducator	Elmhurst	01/04/2021	08/31/2022	Resignation
Judge, Breahnna	Teacher	Central Avenue	08/21/2017	08/31/2022	Resignation
Kristovich, Rebekah	Teacher	Midland	08/19/2013	08/31/2022	Retirement
Lizama, Megan	Teacher	Franklin Pierce	11/27/2019	08/31/2022	Resignation
Marable, Rachel	Teacher	Harvard	08/23/2011	06/30/2022	Resignation
Martin, Gelettie	Paraeducator	Ford	03/11/2022	05/12/2022	Resignation
McLean, Rory	Paraeducator	Washington	01/11/2022	05/04/2022	Resignation

TERMINATIONS (continued)

NAME	POSITION	LOCATION	HIRE DATE	EFFECTIVE DATE	REASON
McPheeters, Melissa	Family Service Worker	Hewins ELC	03/05/2018	05/26/2022	Resignation
Smith, Dominique	Paraeducator	Elmhurst	08/27/2019	05/18/2022	Resignation
Woldseth, Leslie	Paraeducator	Washington	01/15/2021	08/31/2022	Resignation

APPOINTMENTS / PROMOTIONS / TRANSFERS

NAME	PREVIOUS POSITION & LOCATION	EFFECTIVE DATE	NEW POSITION & LOCATION	REASON
Bravo, Erica	Administrator's Assistant / Ford	05/03/2022	Attendance Intervention Specialist / PK-12	Reassignment
Cease, Shawna	Assistant Chief / Franklin Pierce	05/05/2022	Chief Custodian / Franklin Pierce	Promotion
Hall, Darla	Teacher / Elmhurst	08/22/2022	Elementary Teacher / Central Avenue	Reassignment
Lund, Erica	Information Tech Specialist / Christensen	08/22/2022	Teacher of Visually Impaired / Teaching & Learning	Reassignment
Masura, Katelyn	Paraeducator / Washington	05/11/2022	Assistant Teacher / ELC	Reassignment
Price, Elisa	College & Career Specialist / Franklin Pierce	05/02/2022	Office Manager / Teaching and Learning	Reassignment
Seifert, Lorraine	Nutrition Services Assistant III / Franklin Pierce	05/02/2022	Nutrition Services Assistant II / Franklin Pierce	Promotion

LEAVES OF ABSENCE

NAME	POSITION / LOCATION	LEAVE TYPE	LEAVING	RETURNING
Vail, Erika	Teacher / Keithley	General Leave 1.0	06/21/2022	09/01/2023

SPECIAL ACTION

NAME	POSITION / LOCATION	REASON
Sok, Sathoun	Special Ed Teacher / Ford	Rescind leave of absence for 2022-2023 school year



Franklin Pierce Schools

315 129th Street S, Tacoma, WA 98444
253-298-3010, Fax 253-298-3015
www.fpschools.org

MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Director of Human Resources
DATE: May 24, 2022
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 endorsement(s). Consistent with WAC 181-82-110, the district requests school board approval to assign the following teachers to instruct a class other than in their area of endorsement:

Tyler McMahan	Currently endorsed in English Language Arts, he will teach courses that require an endorsement in Social Studies.
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Jeanne Niedermeyer	Currently endorsed in Social Studies, she will teach courses that require an endorsement Middle Level Social Studies.
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As required by law, the district will provide planning and study time for these teachers. During the 2021-2022 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 assignment of Tyler McMahan to teach Social Studies and Jeanne Niedermeyer to teach Assisted Reading.

ACTION REQUIRED



Franklin Pierce Schools

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253-298-3010, Fax 253-298-3015
www.fpschools.org

MEMORANDUM

TO: Board of Directors
FROM: Robin Heinrichs, Executive Director of Support Services
DATE: May 24, 2022
SUBJECT: Support Services Surplus Approval

BACKGROUND INFORMATION

The Support Services Department requests approval to surplus the listed buses which are no longer in use or no longer in useable condition and have been determined to have little or no value to the Franklin Pierce School District.

RECOMMENDATION

I move that the Board of Directors approve the surplus of listed buses.

ACTION REQUIRED

Bus #	Vin #	Mileage	Condition
06-33	1T88H4C2461165745	197,900	Fair
06-42	1T88H4C2661165746	145,700	Fair
06-50	1T88H4C2X61165748	162,200	Fair



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: James Hester, Deputy Superintendent of PK-12
DATE: May 24, 2022
SUBJECT: Community Prevention and Wellness Initiative
Student Assistance Substance Abuse Prevention/Intervention Program
FFS No. 2223-2060-0003

BACKGROUND INFORMATION

In connection with Franklin Pierce Schools' contract with the Washington State Health Care Authority for Community Prevention and Wellness Initiative (CPWI) services, and for Franklin Pierce Schools to receive CPWI funding, we would like to enter into our continued partnership with the Puget Sound Educational Service District (PSESD) to access substance abuse prevention services. PSESD will contribute \$70,000 in services and Franklin Pierce Schools is required to contribute \$20,000 during the 2022-23 school year. These funds are invested in a Prevention Intervention Specialist to be housed at Washington High School and Keithley Middle School.

RECOMMENDATION

I move that the Board of Directors approve the Interdistrict Agreement FFS No. 2223-2060-0003 between the Franklin Pierce School District and the Puget Sound Educational Service District for substance abuse prevention services during the 2022-2023 school year.

ACTION REQUIRED



2022-23
Community Prevention Wellness Initiative (CPWI)
Student Assistance Substance Abuse Prevention/Intervention Program

FFS No. 2223-2060-0003

INTERDISTRICT AGREEMENT

BETWEEN

PUGET SOUND EDUCATIONAL SERVICE DISTRICT
800 Oakesdale Avenue SW
Renton WA 98057

AND

FRANKLIN PIERCE SCHOOL DISTRICT
315 – 129th Street South
Tacoma, WA 98444

THIS AGREEMENT is made and entered into by and between PUGET SOUND EDUCATIONAL SERVICE DISTRICT, hereinafter referred to as "PSED," and the FRANKLIN PIERCE SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT."

- **IT IS THE PURPOSE OF THIS AGREEMENT** to provide direct services to **KEITHLEY MIDDLE SCHOOL AND WASHINGTON HIGH SCHOOL** for substance abuse prevention and intervention that meets the programmatic standards established by the Division of Behavioral Health and Recovery (DBHR), Health Care Authority (HCA), and the Office of the Superintendent of Public Instruction (OSPI), as reflected in the Washington State Substance Abuse Prevention Intervention Services Manual.

DUTIES OF PSED

In order to assist the DISTRICT, the PSED shall perform the following functions and duties in accordance with the HCA funding sources. Duties shall include but not be limited to the following:

Note: All targeted activities and levels of service are based on direct, building and community site services. Should circumstances arise that necessitate the need for virtual schooling, staff will work closely with the School District site assignments and PSED teams in adapting current practices in a virtual format. The level of service may vary as staff works to develop alternative outreach and support methodology.

1. Provide services through the OSPI Student Assistance Prevention and Intervention Services Program model.
2. Provide Technical Assistance (TA) with the identification and development of a comprehensive plan (including links to existing and potential partners, committees and advisory boards).
3. Work with DISTRICT to gain access to the Washington State Healthy Youth Survey and other assessment strategies. PSESD will review and share district data reports, with permission, with the DISTRICT's local CPWI Coalition(s) and for funding and reporting purposes as aligned with CPWI goals and operations.
4. Assist with the development or expansion of the DISTRICT's and local coalitions' Prevention Programming.
5. Ensure and assist with the timely completion of mandated data collection, reporting, and forms for the Office of the Superintendent of Public Instruction (OSPI), Looking Glass Analytics (LGAN), and the Division of Behavioral Health and Recovery (DBHR).
6. Provide completion of yearly application and monitoring reports as required by funders, on behalf of all participating DISTRICT members.
7. Provide ongoing evaluation of program services to monitor program progress, keep DISTRICT coordinators informed, and report on trends.
8. Place, train, and supervise qualified staff in assigned secondary schools to:
 - ☐ Help to establish and follow student referral and follow-up protocol.
 - ☐ Offer the Project SUCCESS Prevention Education Series or approved equivalent to the freshman grade.
 - ☐ Coordinate program activities with the CPWI Community Coalition.
 - ☐ Provide direct intervention services to approximately 50 students or 15% of the school's students (whichever is less), which includes screenings, parent communication, and referral to community resources or in-house services, as needed. Note: this funding does not allow for diagnostic assessments.
 - ☐ Facilitate approximately six (6) educational support groups, as permitted and directed by Keithley Middle School and Washington High School through their online platform.
 - ☐ Assist and participate with core team communication/membership.
 - ☐ Assure program awareness for staff, parents, and students.
 - ☐ Implement universal and selected prevention activities, to include classroom presentations, information dissemination, parent engagement, youth-led initiatives, and/or prevention events.
9. Collect year-end data with the assistance of the building administrator and DISTRICT coordinator, to include student post-tests, GPA, and attendance records of selected students.
10. Utilize confidentiality release forms provided by PSESD or their equivalent.
11. Provide on-going technical assistance and share pertinent resources with students, parents, staff, and community.
12. Provide site-based training to building staff and prevention/intervention staff as requested.

13. Conduct site visits annually or by request of the school or DISTRICT.
14. Represent DISTRICT and agency interests at regional and statewide program planning meetings.
15. Assurance that all PSESD and Franklin Pierce SD health safety practices are understood and followed.
16. During school operations through virtual learning, PSESD will provide adequate accommodations for prevention/intervention staff to create a home-based workspace. This includes: a) access to a computer and monitor, b) assurance of internet access to ensure effective communication with school team and data collection requirements, and c) provision for/assurance of confidential record keeping.

PSESD and any employee of PSESD shall be subject to and shall comply with all of the requirements and duties of Washington law pertaining to those in public service who work with and around children, including but not limited to the following statutory provisions. The requirements and duties set forth therein shall apply to PSESD and its employees the same as if they were the District or employees of the District.

RCW 28A.400.303. Records checks for employees.

RCW 28A.400.330. Crimes against children; convictions or guilty pleas.

Failure to comply with this section shall be grounds for immediate termination of this Agreement.

RCW 28A.400.332. Use of persons, money, or property for private gain.

RCW 26.44.030. Reports of child abuse or neglect.

PSESD further agrees to train its employees about their obligations under this section before they begin providing services.

RCW 28A.400.317. Physical abuse or sexual misconduct by school employees; duty to report; training.

DUTIES OF DISTRICT

By accepting the Agreement, the DISTRICT agrees to perform the following functions and duties:

1. When school is site based for staff and/or students: Provide adequate workspace to support the prevention/intervention staff. This includes: a) access to Internet and email system to ensure effective communication with school team and data collection requirements, b) confidential office setting for individual, family, and group meetings, c) a locked file drawer for confidential record keeping, and d) assurance that all PSESD and Franklin Pierce SD health safety practices are understood and followed.
2. When school is provided remotely and offered in virtual platforms: Provide a) access to email and other communication systems to ensure effective communication with school team; b) opportunities for virtual confidential settings in which to meet with individual students, families, and host educational support group meetings with youth. Access includes identification of what platforms are being used and assuring access and training for use of identified Learning Management Systems (LMS).
3. Work with the PSESD to obtain MOUs and/or program Work Plan Agreements from school site administrators as a condition of placing FTE at the school site.

4. Define and assure plan for:

- ☐ Coordination of activities with the school, the program service delivery, and the CPWI Coalition.
 - ☐ Parent permission protocol.
 - ☐ Student referrals (via disciplinary, non-disciplinary, parental, self and other referral sources).
 - ☐ Follow-up protocol including abeyance practices as alternatives to discipline and student sanctions for non-compliance.
 - ☐ Prevention Education Series delivery to all students in the freshman population.
 - ☐ Classroom presentations.
 - ☐ Educational support group schedule/logistics.
 - ☐ Student Assistance/Core team membership and activities.
 - ☐ Staff training for program awareness.
 - ☐ Integration with other programming related to student assistance.
5. As indicated in RCW 28A.170.909 (2), provide documentation of the DISTRICT's needs assessment, (i.e. Healthy Youth Survey or its equivalent). Participation in the ESD/District HYS MOU data share agreement.
6. Assure provision of a cash match for services delivered. Note: District may assume the cash match obligation or may identify other community partners to provide all or part of the match. For 2022-23 this will be interpreted as \$20,000 as described in the Payment Section of this document. As per RCW 28A.170.090, a cash match does not include in-kind.
7. Ensure schools cooperate with program guidelines to ensure the effectiveness of the Prevention/Intervention Specialist(s).
8. Allow the Prevention/Intervention Specialist access to student records and data necessary to perform job duties, including schedules, contact information, GPA, attendance/absenteeism records, and disciplinary referral records.
9. Include Prevention/Intervention Specialist on building level emails to ensure safety and awareness of campus activity.
10. DISTRICT will identify activities in each of the following areas:
- ☐ Develop or enhance alcohol, tobacco and other drug-free policies and procedures, including a "No Nicotine" policy that supports tobacco prevention efforts according to RCW 28A.210.310.
 - ☐ Maximize involvement of parents in ATOD Prevention activities.
 - ☐ Train school personnel in ATOD Prevention.
 - ☐ Collaborate with community providers to improve access to alcohol, tobacco and other drug intervention services for students and staff.

PERIOD OF PERFORMANCE

The budget takes effect July 1, 2022, and therefore the PSESD may commence performance of duties and responsibilities, the terms and conditions of which are contained herein, on this date or the date the Agreement is executed, whichever is later. DISTRICT shall reimburse PSESD

for those costs incurred in performance hereunder, for that period between the beginning date of performance and the end date of June 30, 2023.

PAYMENT

The parties have determined that the cost of accomplishing the work herein will not exceed **\$90,000**.

PSESD will contribute **\$70,000** in services. The DISTRICT's obligation is **\$20,000**. This Agreement is contingent upon the receipt of grant funding from HCA to PSESD. District will either provide this obligation as outlined below or will identify the match source before services commence.

PSESD agrees to provide for one school year, **1.0 FTE** for substance abuse prevention intervention direct services. Such services may be subject to change pursuant to written agreement between PSESD and the DISTRICT.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. PSESD will adjust costs in the event of an unforeseen, long-term vacancy of the direct service position.

BILLING PROCEDURE

PSESD will invoice DISTRICT 1/10th of its obligation monthly, September through June.

Payment to PSESD for approved and completed work will be made by warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DISTRICT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

INDEMNIFICATION / HOLD HARMLESS

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either party.

Each party shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by either party, their agents, representatives, employees or subcontractors.

CONFIDENTIALITY

PSESD acknowledges that student data, material and information which originates from this Agreement, and the student assessment data, material and information which will come into its possession in connection with performance under this Agreement, consists of confidential data owned by the DISTRICT or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging.

PSESD, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to the DISTRICT authorized employees and agents requiring such information and not release or disclose it to any other party unless required by law to do so.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

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

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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

DEBARMENT

By signing this Agreement, each party, PSESD and the DISTRICT, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has authorization to enter into this Agreement.

The PSESD and the DISTRICT agree to written notification in the event it is debarred, suspended, or proposed for debarment by any Federal department or agency.

AGREEMENT MANAGEMENT

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

The Program Manager for PSESD:

Tracie Holiday-Robinson, Intervention Services Manager
Puget Sound ESD
800 Oakesdale Avenue SW
Renton, WA 98057
Email: trobinson@psesd.org

The Program Manager for DISTRICT:

Email: _____

IN WITNESS WHEREOF, the parties have executed this Agreement.

Franklin Pierce School District

Puget Sound Educational Service District

Signature

Signature

Date

5.4.22_____
Date

Title

Tracie Holiday-Robinson
Intervention Services Manager

Title

BUSINESS OFFICE USE ONLY

Payor Key: _____ Approved by/date: _____

Account Codes:

960: _____ Amount: _____
960: _____ Amount: _____

Invoiced date/number: _____

Comments: _____

Copies mailed: Department _____ Customer: _____



Franklin Pierce Schools

315 129th Street S, Tacoma, WA 98444
253-298-3010, Fax 253-298-3015
www.fpschools.org

MEMORANDUM

TO: Board of Directors
FROM: James Hester, Deputy Superintendent of PK-12
DATE: May 24, 2022
SUBJECT: Policy 4200: Parent Access and Safe and Orderly Learning Environment

BACKGROUND INFORMATION

Board Policy 4200: Parent Access and Safe and Orderly Learning Environment has been revised, re-named, and re-categorized. This is now an essential policy. The revisions incorporate specific language from RCW 28A.605.020 that assures parents access to their child's classroom and school-sponsored activities for purposes of observing class procedure, teaching material, and class conduct. Revisions also stipulate that such observation must not disrupt the classroom or learning activity.

RECOMMENDATION

None.

ACTION REQUIRED

None. This policy is being presented for first reading.

PARENT ACCESS AND SAFE AND ORDERLY LEARNING ENVIRONMENT

Contacts With Staff

The learning environment and the staff's time for students will be free from interruption. Except in emergencies, staff will not be interrupted in their work. Brief messages will be recorded so as to permit the staff member to return the call when free.

Certificated staff will be available for consultation with students and community members in accordance with statutory law and/or the effective collective bargaining agreement, if applicable. Students and community members are urged to make appointments with staff to assure an uninterrupted conference.

No one will solicit funds or conduct private business with staff on school time and premises in a way that violates statutory law and/or the effective collective bargaining agreement, if applicable.

Visitors

The Board welcomes and encourages visits to school by parents/guardians, community members, and interested educators. Parents are assured access to their child's classroom as well as school sponsored activities for purposes of observing class procedure, teaching material, and class conduct. However, such observation must not disrupt the classroom or learning activity. The superintendent will establish guidelines governing school visits to ensure orderly operation of the educational process and the safety of students and staff.

Disruption of School Operations

The superintendent or staff member in charge will direct a person to leave immediately if any person is:

- A. Under the influence of controlled substances, including marijuana (cannabis) or alcohol;
or
- B. Disrupting or obstructing any school program, activity, or meeting; or
- C. Threatening to do so, or is committing, threatening to imminently commit, or inciting another to imminently commit any act which would disturb or interfere with or obstruct any lawful task, function, process or procedure of any student, official, classified or certificated staff member, or invitee of the school district.

If such a person refuses to leave, the superintendent or staff member will immediately call for the assistance of a law enforcement officer.

Legal Reference: RCW 28A.605.020

Parents' access to classroom or school
sponsored activities — Limitation

RCW 28A.635.020	Wilfully disobeying school administrative personnel or refusing to leave public property, violations, when — Penalty
RCW 28A.635.030	Disturbing school, school activities, or meetings — Penalty
RCW 28A.635.090	Interfering by force or violence — Penalty
RCW 28A.635.100	Intimidating any administrator, teacher, classified employee, or student by threat of force or violence unlawful — Penalty
20 U.S.C. § 9528	No Child Left Behind Act, Military Recruiter Provision



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MEMORANDUM

TO: Board of Directors
FROM: Dr. Lance Goodpaster, Superintendent
DATE: May 24, 2022
SUBJECT: Approved Out-of-State Staff Travel Requests

Travel Dates	Traveler Name(s)	Conference/Destination	Funding Source(s)
06/26/22-06/29/22	Ryan Walston	AVID Summer Institute <ul style="list-style-type: none">• San Diego, CA	• Title I Funds
06/28/22-07/01/22	Amy Williams	AVID Summer Institute <ul style="list-style-type: none">• Anaheim, CA	• Title I Funds
07/17/22-07/20/22	Spencer Boyes	AVID Summer Institute <ul style="list-style-type: none">• San Francisco, CA	• Title I Funds
09/16/22-09/21/22	Wendy Malich	National Federation of High Schools, Section 7 & 8 Conference <ul style="list-style-type: none">• Kauai, HI	• WIAA Funds



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MEMORANDUM

TO: Board of Directors
FROM: Dr. Lance Goodpaster, Superintendent
DATE: May 24, 2022
SUBJECT: Executive Session

BACKGROUND INFORMATION

In accordance with RCW 42.30.110 and Board Policy 1410 – Executive or Closed Sessions, an executive session of the Board to discuss potential litigation and review the performance of a staff member will be held for approximately 60 minutes with no action to follow. The Board will reconvene following the executive session to adjourn the regular meeting of the Board of Directors.

RECOMMENDATION

None.

ACTION REQUIRED

None. The closed session discussion is for information only.