

# Board of Directors

## Regular Meeting September 13, 2022 7:00 p.m.

**This meeting will be held at Collins Elementary School  
located at 1920 128<sup>th</sup> Street East in Tacoma, Washington.**

The public may attend in person, online using this Zoom webinar link –  
<https://fpschools.zoom.us/j/81787976559?pwd=TXhzd0xUMzRNenhLbmhSSjZqVVltQT09>  
or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.  
Webinar ID: 817 8797 6559 Password: WsRm091322

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 ([kholtten@fpschools.org](mailto:kholtten@fpschools.org) or 253-298-3010)  
by 3 p.m. on September 12, 2022.

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  
September 13, 2022 – 7 p.m.**

**This meeting will be held at Collins Elementary School  
located at 1920 128<sup>th</sup> Street East in Tacoma, Washington.**

The public may attend in person, online using this Zoom webinar link –  
<https://fpschools.zoom.us/j/81787976559?pwd=TXhzd0xUMzRNenhLbmhSSjZqVVltQT09>  
or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.  
Webinar ID: 817 8797 6559 Password: WsRm091322

**AGENDA**

- I. Call to Order**
- II. Flag Salute**
- III. Establishment of a Quorum**
- IV. Student Representative Induction and Oaths of Office**
- V. Adoption of Agenda**
- VI. 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 ([kholtlen@fpschools.org](mailto:kholtlen@fpschools.org) or 253-298-3010) by 3 p.m. on September 12, 2022.

*Audience members may exit at this time or stay for the remainder of the meeting.*
- VII. Consent Agenda**
  - 1. Minutes: August 16, 2022 .....A
  - 2. Audit of Expenditures: August 2022..... B
  - 3. Personnel Action ..... C
  - 4. Budget Status Reports: July 2022 ..... D
- VIII. Old Business**
  - 1. Policy 2140: Comprehensive School Counseling Program ..... E
  - 2. Policy 2161: Special Education and Related Services for Eligible Students ..... F
  - 3. Policy 2190: Highly Capable Programs ..... G
- IX. New Business**
  - 1. Overnight Field Trip with Students – FPHS Teaching Academy .....H
  - 2. Out-of-Endorsement Assignments ..... I
  - 3. Conditional Teaching Certificates ..... J
  - 4. 2022-2028 Six-Year Capital Facilities Plan ..... K
  - 5. Memorandum of Understanding – TSD Cooperative Girls Swim Program ..... L
  - 6. Memorandum of Understanding – DOH Learn to Return Health Commons Grant ..... M
  - 7. Local Agreement – University of Washington College in the High School Program .....N
  - 8. 2022-2023 ECEAP Subaward Agreement..... O
  - 9. 2022-2023 School Resource Officer Contract ..... P
- X. Proposals**
  - 1. Core Instructional Materials – *Changemakers*..... Q
  - 2. Supplemental Instructional Materials – *Lupa*..... R
  - 3. Supplemental Instructional Materials – *4 Minute Mastery* ..... S
  - 4. Policy 3122: Excused and Unexcused Absences ..... T
  - 5. Policy 4218: Language Access ..... U

**XI. Information**

- 1. Procedure 3122P: Excused and Unexcused Absences .....V
- 2. Procedure 3205P: Sexual Harassment of Students Prohibited .....W
- 3. Procedure 4218P: Language Access .....X
- 4. Approved Out-of-State Staff Travel Requests .....Y

**XII. Adjournment**

Next Meeting: October 11, 2022

# **Franklin Pierce Schools**

Administration Offices - 315 129th Street South - Tacoma, WA 98444 – (253) 298-3000

Board directors and audience attended either via Zoom video webinar 870 2270 9361 – (253) 215-8782 or in-person at the JMAC Board Room located at 315 129<sup>th</sup> Street South, Tacoma, WA 98444.

August 16, 2022

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

### **CALL TO ORDER**

Mr. Davis called the special meeting to order at 6:00 p.m.

### **BOARD MEMBERS PRESENT**

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

### **SPECIAL MEETING**

The Board of Directors reviewed and discussed the following items:

1. Superintendent's Update
2. Capital Facilities Plan
3. Future Capital Facilities
4. WSSDA General Assembly

### **ADJOURNMENT**

There being no business to transact, the special meeting adjourned at 7:03 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 either via Zoom video webinar 870 2270 9361 – (253) 215-8782 or in-person at the JMAC Board Room located at 315 129<sup>th</sup> Street South, Tacoma, WA 98444.

August 16, 2022

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

### CALL TO ORDER

Mr. Davis called the meeting to order at 7:13 p.m.

### BOARD MEMBERS PRESENT

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

### AGENDA

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

22-M-91

### ANNOUNCEMENTS & COMMENTS FROM THE SUPERINTENDENT

Dr. Goodpaster commented on district activities and events.

### ANNOUNCEMENTS & COMMENTS FROM THE BOARD

Mr. Davis thanked everyone for the support he received following his recent loss.

### ANNOUNCEMENTS & COMMENTS FROM THE COMMUNITY

- Mr. Kevin Marshall, FPEA President, commented on the 2021-2022 school year and the upcoming 2022-2023 school year.
- Mr. Phil Edlund, Save Parkland School community group member, commented on the future of Parkland School.

### CONSENT AGENDA

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

22-M-92

#### (1) Minutes

Minutes of the Board of Directors were approved for the regular meeting held July 5, 2022, and the special meeting held August 9, 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 August 16, 2022, authorized the County Treasurer to pay all warrants/transfers specified below.

	<u>Number</u>	<u>Amount</u>	<u>Date Issued</u>
<b>General Fund – Payroll</b>	Direct Dep/Bank Fees	\$7,158,516.45	7/29/2022
	272798-272826	\$17,962.05	7/29/2022
	272827-272861	\$3,093,761.72	7/29/2022

	Number	Amount	Date Issued
<b>General Fund – A/P</b>	A/P Direct Deposit	\$11,027.67	7/15/2022
	272740-272790	\$455,819.58	7/15/2022
	A/P Direct Deposit	\$658,395.78	7/29/2022
	272862-272906	\$394,752.58	7/29/2022
<b>Capital Projects</b>	A/P Direct Deposit	\$462,442.26	7/15/2022
	272791-272797	\$826,315.27	7/15/2022
	A/P Direct Deposit	\$7,473.80	7/29/2022
	272907-272912	\$46,974.48	7/29/2022
<b>ASB</b>	A/P Direct Deposit	\$11,595.72	7/15/2022
	A/P Direct Deposit	\$8,846.98	7/29/2022
<b>Trust</b>	A/P Direct Deposit	\$79.95	7/29/2022

**(3) Personnel Action**

**NEW HIRES**

NAME	POSITION	LOCATION	HIRE DATE
Aguirre, Dana	Teacher	Ford	08/22/2022
Anderson, Philip	Teacher	Franklin Pierce	08/22/2022
Andrews, Michael	Athletic Coordinator / Teacher	Franklin Pierce	08/22/2022
Batts, Vanessa	Assistant Principal	Central Avenue	08/03/2022
Bernhoft, Ciarra	Teacher	James Sales	08/22/2022
Brastad, Hilary	Learning Specialist	Midland	08/22/2022
Burnison, Monica	Paraeducator	GATES	08/30/2022
Crawford, Shaylene	Paraeducator	Elmhurst	08/29/2022
Cutter, Amy	Teacher	Franklin Pierce	08/22/2022
Davis, Shannon	Paraeducator	Central Avenue	08/29/2022
Dawkins, Ranan	Teacher	Ford	08/22/2022
Garriepy, Jamie	Teacher	Keithley	08/22/2022
Gibson, Colleen	Teacher	Midland	08/22/2022
Giffin, Courtney	Paraeducator	GATES	08/29/2022
Gutierrez Perez, Lisbeth	Paraeducator	Midland	08/29/2022
Hawkins, Anne	Teacher	Ford	08/22/2022
Hernandez, Ariana	Teacher	Franklin Pierce	08/22/2022
Hickman, Christan	Special Education Teacher	Hewins ELC	08/22/2022
Ingram, James	Teacher	James Sales	08/22/2022
Kelly, Diana	Teacher	Ford	08/22/2022
Kuich, Melisa	Paraeducator	Central Avenue	08/29/2022
Lorms, David	Teacher	Midland	08/22/2022
Marrion, Thomas	Teacher	Keithley	08/22/2022
Martin, Rachael	Teacher	Ford	08/22/2022
Martinez, Denise	Teacher	Ford	08/22/2022
McCloud, Cassidy	Teacher	James Sales	08/22/2022

**NEW HIRES (continued)**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>HIRE DATE</b>
Mosier, Madison	Teacher	Christensen	08/22/2022
Pritchett, Napayshni	Paraeducator	Elmhurst	08/30/2022
Robb, Abby	Teacher	Brookdale	08/22/2022
Rock, Jennifer	Teacher	GATES	08/22/2022
Ryle, Christian	Paraeducator	James Sales	08/30/2022
Ryle, Jennifer	Assistant Principal	Ford	07/25/2022
Sandsness, Gabrielle	Teacher	Christensen	08/22/2022
Taylor, Sarah	Teacher	Christensen	08/22/2022
Trujillo, Marylin	Teacher	Franklin Pierce	08/22/2022
Tucker, Autumn	Teacher	Washington	08/22/2022
Walsh, Amy	Special Education Teacher	Ford	08/22/2022
Williams, Felita	Special Education Teacher	Midland	08/22/2022

**TERMINATIONS**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Bradbeer, Sandra	Classified Manager	Human Resources	08/31/2022	Retirement
Broadwell, Nicole	Teacher	Washington	08/31/2022	Resignation
Cosentino, Corey	Teacher	Ford	08/31/2022	Resignation
Davis, Maraye	Teacher	James Sales	08/31/2022	Resignation
Filisi, Britta	Custodian	Franklin Pierce	06/23/2022	Termination
Frazier, Libby	Speech Lang Path	Teaching & Learning	08/31/2022	Resignation
Kim, Young	Paraeducator	Christensen	08/31/2022	Retirement
Lavelle, Mollie	Teacher	Midland	07/18/2022	Resignation
Mason, Shanan	Teacher	Brookdale	08/31/2022	Resignation
Omdal, Madeline	Teacher	James Sales	08/31/2022	Resignation
Peterman, Paula	Payroll Coordinator	Business Services	07/08/2022	Resignation
Porter, Kyle Elizabeth	Online Teacher Lead	Teaching & Learning	08/31/2022	Assignment End
Siebert, Ronda	Teacher	James Sales	08/31/2022	Resignation
Simpson, Gail	Special Ed Teacher	Hewins ELC	08/31/2022	Retirement
Smith, Emily	Assistant Principal	Keithley	06/30/2022	Assignment End
Thulin, Katrina	Teacher	Harvard	08/31/2022	Assignment End
Tillis, Tasheena	Paraeducator	Elmhurst	08/31/2022	Resignation
Wolf, Gregory	Paraeducator	Franklin Pierce	08/31/2022	Resignation
Woolfork, Clay	IT Network Specialist	Information Tech	07/22/2022	Resignation
Yaworski, Mary Brittany	Special Ed Teacher	Hewins ELC	08/31/2022	Resignation

**APPOINTMENTS / PROMOTIONS / TRANSFERS**

<b>NAME</b>	<b>EFFECTIVE DATE</b>	<b>NEW POSITION &amp; LOCATION</b>	<b>REASON</b>
Cook, Kyanne	08/22/2022	Program Specialist / Teaching & Learning	Promotion
Gillespie, Katie	07/01/2022	Director of Safety & Security / Central Office	Promotion
Jones, Lana	08/22/2022	Special Education Teacher / Washington	Reassignment
Marshall, Brandy	07/01/2022	Executive Director of HR and Business / Central Office	Promotion
Marshall, Jayne	08/22/2022	Teacher / Keithley	Reassignment
Martin, Kathryne	08/22/2022	District Mentor / Teaching & Learning	Promotion
Miller, Claudia	07/01/2022	Director of Family & Community Partnerships / Central Office	Promotion
Mohs, William	08/22/2022	Program Specialist / Teaching & Learning	Promotion
Pierce, Jay Bradley	07/01/2022	Assistant Director of Information Tech / IT	Promotion
Pollard, Julien	07/01/2022	Director of Equity / Central Office	Promotion

**TRAVEL REQUEST: OVERNIGHT FIELD TRIP WITH STUDENTS – FPHS FOOTBALL TEAM** 22-M-93  
It was moved by Mrs. Sherman, seconded by Mr. Nerio, and unanimously passed that the Board of Directors approve the overnight field trip with Franklin Pierce High School football team students.

**TRAVEL REQUEST: OVERNIGHT FIELD TRIP WITH STUDENTS – KMS LEADERSHIP / KOLT CREW / AVID STUDENTS** 22-M-94  
It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the overnight field trip with Keithley Middle School Leadership, Kolt Crew, and AVID students.

**2022-2023 CAREER AND TECHNICAL EDUCATION (CTE) COURSES** 22-M-95  
It was moved by Mrs. Sherman, seconded by Mr. Nerio, and unanimously passed that the Board of Directors approve the 2022-2023 Career and Technical Education courses.

**MEMORANDUM OF UNDERSTANDING WITH PIERCE CONSERVATION DISTRICT** 22-M-96  
It was moved by Mr. Sablan, seconded by Mr. Nerio, and passed with four affirmative votes and Mrs. Sherman abstaining, that the Board of Directors approve the Memorandum of Understanding between Franklin Pierce School District and Pierce Conservation District.

**INTERAGENCY CONTRACT AMENDMENT FOR 2022-2024 MEDICAID ADMINISTRATIVE CLAIMING ACTIVITIES** 22-M-97  
It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the Contract Amendment to the Interagency Agreement between the Washington State Health Care Authority and Franklin Pierce School District for Medicaid Administrative Claiming HCA Contract Number K4375.

**INTERAGENCY AGREEMENTS WITH PUGET SOUND EDUCATION SERVICE DISTRICT FOR NATIVE AMERICAN EDUCATION PROGRAM SERVICES** 22-M-98  
It was moved by Mrs. Sherman, seconded by Mr. Sablan, 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.

**RESOLUTION 22-R-14: COMPREHENSIVE SCHOOL COUNSELING PLAN****22-M-99**

It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt Resolution 22-R-14: Comprehensive School Counseling Plan.

**2022-2025 FRANKLIN PIERCE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) COLLECTIVE BARGAINING AGREEMENT****22-M-100**

It was moved by Mrs. Sherman, seconded by Mr. Nerio, and unanimously passed that the Board of Directors approve the 2022-2025 International Union of Operating Engineers (IUOE) Collective Bargaining Agreement.

**2022-2023 NON-REPRESENTED PROFESSIONAL TECHNICAL & ADMINISTRATIVE SUPPORT SALARY SCHEDULE****22-M-101**

It was moved by Mr. Sablan, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the 2022-2024 Non-Represented Professional Technical and Administrative Support Salary Schedule.

**2022-2023 NON-REPRESENTED ADMINISTRATORS SALARY SCHEDULE****22-M-102**

It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the 2022-2023 Non-Represented Administrators Salary Schedule.

**2022-2023 ASSOCIATION OF FRANKLIN PIERCE PRINCIPALS SALARY SCHEDULE****22-M-103**

It was moved by Mrs. Sherman, seconded by Mr. Sablan, and unanimously passed that the Board of Directors approve the 2022-2023 Franklin Pierce Principals Salary Schedule.

**POLICY 2140: COMPREHENSIVE SCHOOL COUNSELING PROGRAM**

Ms. Vicki Bates, Executive Director of Teaching and Learning Services, presented revised Board Policy 2140: Comprehensive School Counseling Program for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

**POLICY 2161: SPECIAL EDUCATION AND RELATED SERVICES FOR ELIGIBLE STUDENTS**

Mr. John Sander, Executive Director of Teaching and Learning Services, presented revised Board Policy 2161: Special Education and Related Services for Eligible Students for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

**POLICY 2190: HIGHLY CAPABLE PROGRAMS**

Ms. Vicki Bates, Executive Director of Teaching and Learning Services, presented revised Board Policy 2190: Highly Capable Programs for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

**PROCEDURE 2140P: COMPREHENSIVE SCHOOL COUNSELING PROGRAM**

Ms. Vicki Bates, Executive Director of Teaching and Learning Services, presented revised Board Procedure 2140P: Comprehensive School Counseling Program as an information only item.

**PROCEDURE 2161.1P: SPECIAL EDUCATION AND RELATED SERVICES FOR ELIGIBLE STUDENTS**

Mr. John Sander, Executive Director of Teaching and Learning Services, presented revised Board Procedure 2161.1P: Special Education and Related Services for Eligible Students as an information only item.

**PROCEDURE 2190P: HIGHLY CAPABLE PROGRAMS**

Ms. Vicki Bates, Executive Director of Teaching and Learning Services, presented revised Board Procedure 2190P: Highly Capable Programs as an information only item.

**ADJOURNMENT**

Mr. Davis announced that the next regular meeting of the Board of Directors will be held on Tuesday, September 13, 2022, beginning at 7:00 p.m. The meeting will be held at Collins Elementary School.

There being no further business to transact, the meeting adjourned at 8:57 p.m.

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Secretary of the Board

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President of the Board



# Franklin Pierce Schools

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

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Tammy Bigelow, Director of Business Services  
**DATE:** September 13, 2022  
**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 13, 2022, 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.

	Number	Amount	Date Issued
<b>General Fund – Payroll</b>	Direct Dep/Bank Fees	\$6,174,847.56	8/31/2022
	272827-272843	\$26,979.94	8/31/2022
	273032-273065	\$2,868,969.04	8/31/2022
<b>General Fund – A/P</b>	A/P Direct Deposit	\$34,007.50	8/15/2022
	272913-272962	\$584,234.86	8/15/2022
	A/P Direct Deposit	\$646,511.19	8/31/2022
	272970-273025	\$883,604.53	8/31/2022
<b>Capital Projects</b>	A/P Direct Deposit	\$698,429.27	8/15/2022
	272963-272968	\$591,579.97	8/15/2022
	A/P Direct Deposit	\$68,149.30	8/31/2022
	273026-273031	\$200,091.87	8/31/2022
<b>ASB</b>	272969	\$8,764.00	8/15/2022
	A/P Direct Deposit	\$19,553.09	8/31/2022

## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Executive Director of Human Resources and Business Services  
**DATE:** September 13, 2022  
**SUBJECT:** Personnel Action

### NEW HIRES

NAME	POSITION	LOCATION	HIRE DATE	REASON
Allison, Kevin	Groundskeeper	Support Services	08/29/2022	Growth
Anderson, Yingying	Paraeducator	Collins	08/30/2022	Growth
Beckstrom, David	Teacher	Keithley	08/22/2022	Replacement
Brindle, Genevieve	Teacher	Brookdale	08/22/2022	Replacement
Bruner, Rebecca	Paraeducator	Elmhurst	08/30/2022	Replacement
Cadero, Rain	Paraeducator	Midland	08/31/2022	Growth
Calixto, Kevin	Equity Coordinator	K12	08/08/2022	Growth
Camacho, Gabrielle	Special Ed Teacher	Hewins ELC	08/22/2022	Replacement
Cline, Bryson	Teacher	Keithley	08/22/2022	Replacement
Coates, Rose	Job Coach	Washington	09/05/2022	Replacement
Coldiron, David	Teacher	Washington	08/22/2022	Replacement
Colley, Jaelyn	Teacher	Brookdale	08/22/2022	Replacement
Cram, Megan	Paraeducator	Brookdale	09/07/2022	Replacement
Davis, Shannon	Paraeducator	Central Avenue	08/30/2022	Growth
DeAngelo, Raymond	Paraeducator	Keithley	08/30/2022	Replacement
Domingo-Arenas, Carlos	Paraeducator	Hewins ELC	08/22/2022	Replacement
Douglas, Danielle	Paraeducator	James Sales	09/06/2022	Replacement
Flores-Marin, Maria	Full Time Sub Custodian	Support Services	08/30/2022	Replacement
Gates, Brady	Paraeducator	Central Avenue	08/30/2022	Replacement
Griffith, Alexis	Paraeducator	Keithley	08/30/2022	Growth
Hamm, Franshea	Bus Driver	Transportation	06/06/2022	Replacement
Haslett, Jamerika	Paraeducator	Central Avenue	08/30/2022	Replacement
Hill, Peyton	Teacher	Franklin Pierce	08/22/2022	Replacement
Johnson, Trinera	Admin Assistant	Keithley	08/29/2022	Replacement
Kuehnel, Kristina	Paraeducator	Elmhurst	08/30/2022	Growth
Llord-Ratcliffe, Kiera	Teacher	Keithley	08/22/2022	Leave Replacement
MacDonald, Casey	Teacher	Harvard	08/22/2022	Replacement
MacKay, Annie	Paraeducator	Franklin Pierce	08/30/2022	Replacement
Marter, Karley	Paraeducator	Central Avenue	08/30/2022	Replacement

**NEW HIRES (continued)**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>HIRE DATE</b>	<b>REASON</b>
Packard, Breeana	Paraeducator	Central Avenue	08/30/2022	Replacement
Powell, Elizabeth	Paraeducator	Washington	08/30/2022	Replacement
Seal, Emma	Paraeducator	Franklin Pierce	09/06/2022	Replacement
Seaman, Conner	Teacher	Keithley	08/22/2022	Replacement
Shattuck, Ava	Teacher	Washington	08/22/2022	Replacement
Shouse, Hope	Paraeducator	Washington	08/30/2022	Replacement
Snowden, Brenda	HR Records Specialist	Human Resources	08/08/2022	Replacement
Steele, Alexandria	Paraeducator	Harvard	08/30/2022	Replacement
Tews, Avamua	Nutrition Svcs Assistant	Franklin Pierce	09/07/2022	Replacement
Vanderford, Nicole	Payroll Coordinator	Business Office	08/15/2022	Replacement
Wallace, Elizabeth	Paraeducator	Elmhurst	08/30/2022	Replacement
Ward, Elizabeth	Teacher	Washington	08/22/2022	Replacement
White, La Gulia	Special Ed Teacher	Midland	08/22/2022	Leave Replacement
Wright, Audrey	Paraeducator	Central Avenue	08/30/2022	Replacement
Zurfluh, Donald	Full Time Sub Custodian	Washington	09/06/2022	Growth

**TERMINATIONS**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>HIRE DATE</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Allen, Eric	JROTC Instructor	Washington	08/16/2021	08/10/2022	Resignation
Bravo, Francisco	Admin Assistant	Keithley	05/19/2021	08/31/2022	Resignation
Burgess, Anissa	Teacher	Human Resources	01/19/2022	08/31/2022	Assignment ended
Calixto, Ashley	Public Engage Mgr	Superintendent	02/15/2022	08/11/2022	Resignation
Christofolette, Abigail	Paraeducator	Midland	12/15/2021	08/31/2022	Resignation
Greenwood, Faustine	Teacher	Human Resources	03/28/2022	08/31/2022	Assignment ended
Gustafson, Karen	Teacher	Human Resources	06/26/2017	08/31/2022	Assignment ended
Gutierrez, Theresa	Paraeducator	Central Ave	03/16/2022	08/31/2022	Resignation
Hamilla, Kirsten	Teacher	Keithley	08/20/2018	08/31/2022	Resignation
Jardine, Jennifer	Paraeducator	Hewins ELC	01/20/2017	08/16/2022	Termination
Kamp, Alisha	Teacher	Human Resources	12/08/2021	08/31/2022	Assignment ended
Langley, Torea	Paraeducator	Franklin Pierce	08/29/2017	08/31/2022	Resignation
Lavaud, Jenna	Teacher	Human Resources	08/23/2021	08/31/2022	Assignment ended
McCarthy, Elisabeth	Head Start Teacher	Early Learning	03/13/2017	08/29/2022	Resignation
McNeeley, Gabrielle	Teacher	Human Resources	09/10/2021	08/31/2022	Assignment ended
Peterson, Jonathon	Teacher	Human Resources	09/14/2021	08/31/2022	Assignment ended
Popkov, Marina	Teacher	Keithley	08/24/2015	08/31/2022	Resignation
Preston, Jr., Robert	Assistant Principal	Ford	07/01/2021	09/06/2022	Resignation
Rogers, Linsey	Paraeducator	Transportation	08/31/2021	08/31/2022	Resignation
Tart, John	Paraeducator	Midland	08/31/2021	08/31/2022	Assignment ended
Thompson, Victoria	Bus driver	Transportation	07/30/2021	08/31/2022	Resignation
Vargas-Perez, Luis	Paraeducator	Ford	08/31/2021	08/29/2022	Resignation
Vasquez, Leticia	Paraeducator	James Sales	02/02/2022	08/31/2022	Resignation

**TERMINATIONS (continued)**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>HIRE DATE</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Von Rueden, Elisabeth	Special Ed Teacher	Washington	08/25/2014	8/31/2022	Resignation
Watkins, Ivana	Paraeducator	James Sales	01/06/2020	9/30/2022	Resignation
Williams, Jesse	Paraeducator	Franklin Pierce	01/19/2021	8/31/2022	Resignation
Yslas, Melissa	Paraeducator	James Sales	02/28/2022	8/31/2022	Resignation

**APPOINTMENTS / PROMOTIONS / TRANSFERS**

<b>NAME</b>	<b>PREVIOUS POSITION &amp; LOCATION</b>	<b>EFFECTIVE DATE</b>	<b>NEW POSITION &amp; LOCATION</b>	<b>REASON</b>
Allen, Robin	Teacher / Central Avenue	08/22/2022	Teacher / Midland	Reassignment
Atwood, Melody	Substitute Paraeducator / Substitute	08/22/2022	Paraeducator / Hewins ELC	Reassignment
Blanchet, Sarah	Teacher / Human Resources	08/22/2022	Teacher / Harvard	Reassignment
Bofa, Emmanuel	Teacher / Franklin Pierce	08/30/2022	Paraeducator / Franklin Pierce	Reassignment
Boyan, James	Paraeducator / Washington	08/22/2022	Special Ed Teacher / Washington	Promotion
Byrd, Teresa	Chief Custodian / Brookdale	08/30/2022	Chief Custodian / Hewins ELC	Reassignment
Campos, Karina	Full Time Substitute / Human Resources	08/22/2022	Teacher / Keithley	Reassignment
Chaffin, Kathryn	Paraeducator / Keithley	08/30/2022	Paraeducator / James Sales	Reassignment
Chanthabouly, Donna	Teacher / Brookdale	08/22/2022	Teacher / James Sales	Reassignment
Cross, Michele	Paraeducator / Midland	08/30/2022	Paraeducator / Central Ave	Reassignment
Faison, Aliyah	Paraeducator / College & Career Readiness	08/22/2022	Teacher / College & Career Readiness	Promotion
Flores-Marin, Maria	Sub Custodian / Support Services	08/01/2022	Custodian / Franklin Pierce	Reassignment
Hauenstein, Jordan	FT Custodial Sub / Washington	06/24/2022	Custodian / Franklin Pierce	Replacement
Hill, Joseph	Warehouse Driver / Support Services	07/18/2022	Warehouse Coordinator / Support Services	Promotion
Isaacson, Abbagail	Paraeducator / Central Ave	06/23/2022	Office Assistant / Central Ave	Reassignment
Kennedy, Kayla	HS Assistant Chief Custodian / Washington	08/30/2022	Elem Chief Custodian / Brookdale	Reassignment
Leal, Cecilia	Paraeducator / Central Ave	08/23/2022	Dual Language Office Assistant / Harvard	Reassignment
Loman, Michael	FT Custodial Sub / Keithley	08/01/2022	Custodian / Franklin Pierce	Reassignment
McMahan, Tyler	Full Time Substitute / Human Resources	08/22/2022	Teacher / Washington	Reassignment
Rodriquez Perez, Ana	Paraeducator / Hewins ELC	08/22/2022	Education Intern / Central Avenue & Hewins ELC	Reassignment

**APPOINTMENTS / PROMOTIONS / TRANSFERS (continued)**

<b>NAME</b>	<b>PREVIOUS POSITION &amp; LOCATION</b>	<b>EFFECTIVE DATE</b>	<b>NEW POSITION &amp; LOCATION</b>	<b>REASON</b>
Rosen, Marianne	Paraeducator / Brookdale	08/30/2022	Paraeducator / Washington	Reassignment
Sanchez Diaz, Astrid	Paraeducator / Ford	08/22/2022	Teacher / Franklin Pierce	Promotion
Webber, Matyson	FT Custodial Sub / Franklin Pierce	06/22/2022	Custodian / Ford	Replacement



# Franklin Pierce Schools

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

**TO:** Board of Directors  
**FROM:** Tammy Bigelow, Director of Business Services  
**DATE:** September 13, 2022  
**SUBJECT:** Budget Status Reports, July 2022

Attached are the Budget Status Reports for all funds for July 2022.

### **General Fund**

As of July 31, 2022, the ending fund balance was \$9,729,353. Property tax receipted was \$53,703 in July for a total revenue of \$13,483,030. Expenditures totaled \$11,751,790 with an excess of revenues over expenditures \$1,731,239.

### **Capital Project Fund**

As of July 31, 2022, the ending fund balance was \$21,532,019. Property tax receipted was \$8,699. Local income from interest, E-rate, and impact fees totaled \$117,574.

#### **Expenditures:**

- **Bond: \$1,038,100**
- **Technology Levy: \$257,257**
  - Network Infrastructure: \$340
  - New Computers: \$199,928
  - Admin tech: \$225
  - Fiber: \$16,171
  - VOIP Charges: \$23,490
  - Other Software: \$1,544
  - Utilities: \$10,059
  - Bell & Clock: \$5,500

### **Debt Service Fund**

Property tax collections in July totaled \$36,018 with ending fund balance of \$3,725,044.

### **Associated Student Body Fund**

Ending fund balance was \$504,773.

### **Transportation Vehicle Fund**

Ending fund balance was \$959,145.

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 2021 (September 1, 2021 - August 31, 2022)

For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2022

	ANNUAL	ACTUAL	ACTUAL			
<u>A. REVENUES/OTHER FIN. SOURCES</u>	<u>BUDGET</u>	<u>FOR MONTH</u>	<u>FOR YEAR</u>	<u>ENCUMBRANCES</u>	<u>BALANCE</u>	<u>PERCENT</u>
1000 LOCAL TAXES	14,380,077	53,703.90	15,510,553.26		1,130,476.26-	107.86
2000 LOCAL SUPPORT NONTAX	498,691	47,151.34	550,559.27		51,868.27-	110.40
3000 STATE, GENERAL PURPOSE	75,095,502	8,252,111.12	61,843,925.53		13,251,576.47	82.35
4000 STATE, SPECIAL PURPOSE	23,833,298	3,604,689.27	20,784,873.16		3,048,424.84	87.21
5000 FEDERAL, GENERAL PURPOSE	85,000	6,661.45	80,607.75		4,392.25	94.83
6000 FEDERAL, SPECIAL PURPOSE	22,318,926	1,518,713.28	16,336,002.91		5,982,923.09	73.19
7000 REVENUES FR OTH SCH DIST	0	.00	676.15		676.15-	0.00
8000 OTHER AGENCIES AND ASSOCIATES	0	.00	125,000.00		125,000.00-	0.00
9000 OTHER FINANCING SOURCES	0	.00	.00		.00	0.00
<u>Total REVENUES/OTHER FIN. SOURCES</u>	136,211,494	13,483,030.36	115,232,198.03		20,979,295.97	84.60
<u>B. EXPENDITURES</u>						
00 Regular Instruction	68,887,695	5,314,857.68	56,330,512.79	5,972,949.56	6,584,232.65	90.44
10 Federal Stimulus	453,400	214,730.28	2,650,425.25	164,369.62	2,361,394.87-	620.82
20 Special Ed Instruction	21,417,907	1,697,737.90	18,053,894.75	1,848,188.25	1,515,824.00	92.92
30 Voc. Ed Instruction	3,722,389	694,122.33	4,438,119.09	515,885.51	1,231,615.60-	133.09
40 Skills Center Instruction	0	.00	.00	0.00	.00	0.00
50+60 Compensatory Ed Instruct.	13,836,114	1,967,582.46	12,041,492.46	1,029,132.76	765,488.78	94.47
70 Other Instructional Pgms	799,484	8,436.37-	598,901.69	54,030.29	146,552.02	81.67
80 Community Services	732,989	66,398.61	630,407.24	49,568.03	53,013.73	92.77
90 Support Services	30,513,690	1,804,797.62	23,789,646.87	4,042,923.16	2,681,119.97	91.21
<u>Total EXPENDITURES</u>	140,363,668	11,751,790.51	118,533,400.14	13,677,047.18	8,153,220.68	94.19
<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>	4,152,174-	1,731,239.85	3,301,202.11-		850,971.89	20.49-
<u>F. TOTAL BEGINNING FUND BALANCE</u>	12,000,000		13,030,555.40			
<u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	XXXXXXXXXX		.00			
<u>H. TOTAL ENDING FUND BALANCE</u>	7,847,826		9,729,353.29			
<u>(E+F + OR - G)</u>						

20--Capital Projects-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2021 (September 1, 2021 - August 31, 2022)

For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2022

	ANNUAL	ACTUAL	ACTUAL			
<u>A. REVENUES/OTHER FIN. SOURCES</u>	<u>BUDGET</u>	<u>FOR MONTH</u>	<u>FOR YEAR</u>	<u>ENCUMBRANCES</u>	<u>BALANCE</u>	<u>PERCENT</u>
1000 Local Taxes	2,571,001	8,699.84	2,533,025.63		37,975.37	98.52
2000 Local Support Nontax	564,500	117,574.36	1,811,153.85		1,246,653.85-	320.84
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	9,228,000	.00	58,363.48		9,169,636.52	0.63
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	166,950.00		166,950.00-	0.00
<u>Total REVENUES/OTHER FIN. SOURCES</u>	12,363,501	126,274.20	4,569,492.96		7,794,008.04	36.96
<u>B. EXPENDITURES</u>						
10 Sites	0	277,195.27	2,064,552.84	988,284.25	3,052,837.09-	0.00
20 Buildings	46,728,000	808,429.44	12,657,201.16	17,706,963.74	16,363,835.10	64.98
30 Equipment	4,400,000	257,581.10	3,867,272.95	1,602,232.68	1,069,505.63-	124.31
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	1,100	.00	950.00	0.00	150.00	86.36
<u>Total EXPENDITURES</u>	51,129,100	1,343,205.81	18,589,976.95	20,297,480.67	12,241,642.38	76.06
<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>	38,765,599-	1,216,931.61-	14,020,483.99-		24,745,115.01	63.83-
<u>F. TOTAL BEGINNING FUND BALANCE</u>	42,222,687		35,552,503.24			
<u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	XXXXXXXXXX		.00			
<u>H. TOTAL ENDING FUND BALANCE</u>	3,457,088		21,532,019.25			
<u>(E+F + OR - G)</u>						

30--Debt Service Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2021 (September 1, 2021 - August 31, 2022)

For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2022

	ANNUAL	ACTUAL	ACTUAL			
<u>A. REVENUES/OTHER FIN. SOURCES</u>	<u>BUDGET</u>	<u>FOR MONTH</u>	<u>FOR YEAR</u>	<u>ENCUMBRANCES</u>	<u>BALANCE</u>	<u>PERCENT</u>
1000 Local Taxes	10,277,213	36,018.35	10,164,163.50		113,049.50	98.90
2000 Local Support Nontax	10,000	4,934.87	11,143.61		1,143.61-	111.44
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>	<u>10,287,213</u>	<u>40,953.22</u>	<u>10,175,307.11</u>		<u>111,905.89</u>	<u>98.91</u>
<u>B. EXPENDITURES</u>						
Matured Bond Expenditures	3,770,000	.00	3,770,000.00	0.00	.00	100.00
Interest On Bonds	5,882,700	.00	5,882,700.00	0.00	.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>	<u>9,662,700</u>	<u>.00</u>	<u>9,653,300.00</u>	<u>0.00</u>	<u>9,400.00</u>	<u>99.90</u>
<u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	<u>0</u>	<u>.00</u>	<u>.00</u>			
<u>D. OTHER FINANCING USES (GL 535)</u>	<u>0</u>	<u>.00</u>	<u>.00</u>			
<u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES</u>						
<u>OVER(UNDER) EXPENDITURES (A-B-C-D)</u>	<u>624,513</u>	<u>40,953.22</u>	<u>522,007.11</u>		<u>102,505.89-</u>	<u>16.41-</u>
<u>F. TOTAL BEGINNING FUND BALANCE</u>	<u>2,197,913</u>		<u>3,203,037.67</u>			
<u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	<u>XXXXXXXXX</u>		<u>.00</u>			
<u>H. TOTAL ENDING FUND BALANCE</u>	<u>2,822,426</u>		<u>3,725,044.78</u>			
<u>(E+F + OR - G)</u>						

40--Associated Student Body Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2021 (September 1, 2021 - August 31, 2022)

For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2022

	ANNUAL	ACTUAL	ACTUAL			
A. REVENUES	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
1000 GENERAL STUDENT BODY	307,027	710.39	146,180.59		160,846.41	47.61
2000 ATHLETICS	206,700	75.00	119,995.80		86,704.20	58.05
3000 CLASSES	49,500	.00	15,259.00		34,241.00	30.83
4000 CLUBS	136,300	600.00	34,930.45		101,369.55	25.63
6000 PRIVATE MONEYS	34,981	.00	21,016.48		13,964.52	60.08
<u>Total REVENUES</u>	734,508	1,385.39	337,382.32		397,125.68	45.93
B. EXPENDITURES						
1000 GENERAL STUDENT BODY	320,707	14,667.84	75,065.45	10,761.40	234,880.15	26.76
2000 ATHLETICS	209,600	5,875.75	84,892.74	450.00	124,257.26	40.72
3000 CLASSES	47,600	223.48-	15,675.01	0.00	31,924.99	32.93
4000 CLUBS	169,550	122.59	28,926.65	0.00	140,623.35	17.06
6000 PRIVATE MONEYS	16,500	.00	9,189.17	0.00	7,310.83	55.69
<u>Total EXPENDITURES</u>	763,957	20,442.70	213,749.02	11,211.40	538,996.58	29.45
C. EXCESS OF REVENUES						
<u>OVER (UNDER) EXPENDITURES (A-B)</u>	29,449-	19,057.31-	123,633.30		153,082.30	519.82-
D. TOTAL BEGINNING FUND BALANCE	350,000		381,139.83			
E. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)	XXXXXXXXXX		.00			
F. TOTAL ENDING FUND BALANCE	320,551		504,773.13			
<u>C+D + OR - E</u>						

90--Transportation Vehicle Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT  
Fiscal Year 2021 (September 1, 2021 - August 31, 2022)

For the FRANKLIN PIERCE SCHOOLS School District for the Month of July, 2022

	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	1,257.86	3,440.43		1,440.43-	172.02
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	380,000	.00	.00		380,000.00	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	708,126	.00	.00		708,126.00	0.00
9000 Other Financing Sources	0	.00	39,750.00		39,750.00-	0.00
<u>A. TOTAL REV/OTHER FIN.SRCS(LESS TRANS)</u>	<u>1,090,126</u>	<u>1,257.86</u>	<u>43,190.43</u>		<u>1,046,935.57</u>	<u>3.96</u>
<u>B. 9900 TRANSFERS IN FROM GF</u>	<u>0</u>	<u>.00</u>	<u>.00</u>		<u>.00</u>	<u>0.00</u>
<u>C. Total REV./OTHER FIN. SOURCES</u>	<u>1,090,126</u>	<u>1,257.86</u>	<u>43,190.43</u>		<u>1,046,935.57</u>	<u>3.96</u>
<u>D. EXPENDITURES</u>						
Type 30 Equipment	1,687,000	.00	.00	1,682,136.82	4,863.18	99.71
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>	<u>1,687,000</u>	<u>.00</u>	<u>.00</u>	<u>1,682,136.82</u>	<u>4,863.18</u>	<u>99.71</u>
<u>E. OTHER FIN. USES TRANS. OUT (GL 536)</u>	<u>0</u>	<u>.00</u>	<u>.00</u>			
<u>F. OTHER FINANCING USES (GL 535)</u>	<u>0</u>	<u>.00</u>	<u>.00</u>			
<u>G. EXCESS OF REVENUES/OTHER FIN SOURCES OVER(UNDER) EXP/OTH FIN USES (C-D-E-F)</u>	<u>596,874-</u>	<u>1,257.86</u>	<u>43,190.43</u>		<u>640,064.43</u>	<u>107.24-</u>
<u>H. TOTAL BEGINNING FUND BALANCE</u>	<u>915,694</u>		<u>915,955.56</u>			
<u>I. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	<u>XXXXXXXX</u>		<u>.00</u>			
<u>J. TOTAL ENDING FUND BALANCE (G+H + OR - I)</u>	<u>318,820</u>		<u>959,145.99</u>			



## Franklin Pierce Schools

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

**TO:** Board of Directors  
**FROM:** Vicki Bates, Executive Director of Teaching and Learning Services  
**DATE:** September 13, 2022  
**SUBJECT:** Policy 2140: Comprehensive School Counseling Program

### **BACKGROUND INFORMATION**

During the 2021 legislative session, the Legislature passed Substitute Senate Bill (SSB) 5030, which was the result of a multi-year effort by the Washington School Counselor Association (WSCA) and other statewide advocates to clarify the role of the school counselor in alignment with current best practices. SSB 5030 requires districts to develop and implement a comprehensive school counseling program (CSCP) for all schools within the district that addresses students' social/emotional, academic, and career development in alignment with the American School Counselor Association (ASCA) National Model. School Boards are required to approve plans for implementation of an aligned comprehensive school counseling program for the opening of the 2022-2023 school year.

These policy changes bring us into compliance with required changes and reflect the work already underway in FPS by our Counseling By Design work group.

### **RECOMMENDATION**

I move that the Board of Directors adopt revised Board Policy 2140: Comprehensive School Counseling Program.

### **ACTION REQUIRED**

## **COMPREHENSIVE SCHOOL COUNSELING PROGRAM**

The Franklin Pierce Board of Directors recognizes that a comprehensive school counseling program based on current national and state standards of best practice is an important part of reaching the district strategic plan goals in support of all students.

The district will maintain a written plan to implement a comprehensive school counseling program of tiered services in accordance with state laws and regulations, school improvement plans, ethical standards, and district policies and procedures. The district will revise its plan as necessary based on relevant data.

A school counselor is a professional educator who holds a valid school counselor certification as defined by the professional educator standards board. School counselors serve a vital role in the comprehensive school counseling program. The school counselor plans, develops, organizes, and leads delivery of a comprehensive school counseling program that focuses on the academic, career, and social-emotional needs of all students, based on the national standards for school counseling programs of the American School Counselor Association and state standards. School counselors align supports with the district's vision, mission, and school improvement goals. In addition to school counselors, all educational staff associate (ESA) staff, in collaboration, serve to support the implementation of a comprehensive, multi-tiered system of student supports.

School counselors and other ESA staff implementing the comprehensive school counseling program will spend no less than 80% of their contracted time on direct and indirect supports to students and no more than 20% of their contracted time on program planning and school support activities.

It is the goal of the Franklin Pierce Board of Directors that the district's comprehensive school counseling program will assist every student in acquiring the knowledge, skills, and attitudes needed to thrive as lifelong, independent learners on the path to graduation and beyond.

The district will not deny any student the ability to participate in or benefit from its student support system based on sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal, whether they take place on or off school grounds or are offered as part of the district's online or alternative learning programs.

The Board will provide resources to support the foundation, content, and continuous improvement of a comprehensive K-12 school counseling program, consistent with best practices described in state and national models. As feasible within existing resources, all school counseling programs will include the following elements: classroom-based counseling curriculum, individual student planning, responsive services, and systems support for the counseling program.

Legal References:	RCW 28A.320.280	School counselors, social workers, and psychologists – Priorities
	RCW 28A.320.290	School counselors, social workers, and psychologists—Professional collaboration
	RCW 28A.320.600 – 620	
	RCW 28A.410.043	School counselor certification
	WAC 392-190-010	Agency filings affecting this section – Counseling and guidance services – Course and program enrollment



# Franklin Pierce Schools

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** John Sander, Executive Director of Teaching and Learning Services  
**DATE:** September 13, 2022  
**SUBJECT:** Policy 2161: Special Education and Related Services for Eligible Students

### **BACKGROUND INFORMATION**

Board Policy 2161: Special Education and Related Services for Eligible Students is being updated pursuant to changes and clarifications of state law. The revisions reflect recently enacted federal and state laws. Portions of these rules became effective on October 15, 2021, and portions became effective January 1, 2022. The changes to the policy language are minimal as the revisions are contained within the laws cited in the legal references and are reflected in Board Procedure 2161.1P.

### **RECOMMENDATION**

I move that the Board of Directors adopt revised Board Policy 2161: Special Education and Related Services for Eligible Students.

### **ACTION REQUIRED**

## **SPECIAL EDUCATION AND RELATED SERVICES FOR ELIGIBLE STUDENTS**

The Board recognizes that students whose disabilities adversely impact educational performance and who require specially designed instruction can improve their educational performance when they receive special education and related services tailored to fit their needs. The district adopts the state's full educational opportunity goal to provide students in need of special education services with a free appropriate public education.

Special education programs for eligible students will be an integral part of the general educational programs of this district and will be operated in compliance with federal and state requirements governing special education. The district will provide a continuum of placement options, which may include services within and outside the district depending on the student's needs.

Not all students with disabilities are eligible for special education services. The needs of students with disabilities will be addressed individually and, if appropriate, students will be provided accommodations, modifications, and/or related aids and services as required under Section 504 of the Rehabilitation Act in accordance with district policy and procedures.

### **Mediation or Resolution Agreements**

The Board authorizes the superintendent or a designee to bind the district to a mediation or resolution agreement.

### **Commencement Exercises/Certificate of Attendance**

In order to participate in commencement exercises, students must have met the minimum criteria for graduation prior to the date of the exercise and otherwise be in good standing with their school through the commencement date. Minimum criteria for participation may be adjusted for students with an Individualized Education Program (IEP) whose disabilities have impacted their opportunity to accumulate credits. Each student's IEP team will determine the student's graduation plan, including graduation date. Students with an IEP who have attended four years of high school and need additional time to complete IEP goals and/or credits may request participation in commencement exercises. Students with an IEP will receive a certificate of attendance until they complete their credits for graduation.

The district superintendent will develop and maintain special education procedures necessary to implement this policy. This policy and the procedures will be available to the public.

Legal References: RCW 28A.155  
RCW 28A.600.485

Special education  
Restraint of students with individualized  
education programs or plans developed  
under section 504 of the rehabilitation act of  
1973 — Procedures — Definitions.

RCW 28A.600.486	District policy on use of isolation or restraint – Notice to parents and guardians of children who have individualized education programs or plans developed under section 504 of the rehabilitation act of 1973.
RCW 28A.605.020	Parents' Access to Classroom or School Sponsored Activities — Limitation
RCW 49.60	Discrimination — Human rights commission
WAC 392-172A	Rules for the Provision of Special Education
20 U.S.C. 1400 et seq.	Individuals with Disabilities Education Improvement Act of 2004
29 U.S.C. 794	Section 504 of the Rehabilitation Act of 1973, as amended by the Rehabilitation Act Amendments of 1974, Pub. L. 93-516, 29 U.S.C. 794
42 U.S.C. 12131-12133	Americans with Disabilities Act of 1990
28 CFR Part 35	Nondiscrimination on the Basis of Disability in State and Local Government Services
34 CFR Part 99	Family Education Rights and Privacy Act (FERPA)
34 CFR Part 104	Nondiscrimination on the basis of handicap in programs and activities receiving federal financial assistance
34 CFR Part 300	Assistance to States for the Education of Children with Disabilities
34 CFR Part 303	Early Intervention Program for Infants and Toddlers with Disabilities



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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Vicki Bates, Executive Director of Learning Support Services  
**DATE:** September 13, 2022  
**SUBJECT:** Policy 2190: Highly Capable Programs

### **BACKGROUND INFORMATION**

Revised Board Policy 2190: Highly Capable Programs updates our current policy to comply with recent legislation and reflect the fact that school district practices for identifying highly capable students must prioritize equitable identification of low-income students.

### **RECOMMENDATION**

I move that the Board of Directors adopt revised Board Policy 2190: Highly Capable Programs.

### **ACTION REQUIRED**

## HIGHLY CAPABLE PROGRAMS

In order to develop the special abilities of each student, the district will offer a highly capable program that provides kindergarten through twelfth grade students who are selected for the program with access to basic education programs that accelerate learning and enhance instruction. The framework for such programs will encompass, but not be limited to, the following objectives:

- A. Expansion of academic attainments and intellectual skills;
- B. Stimulation of intellectual curiosity, independence, and responsibility;
- C. Development of a positive attitude toward self and others; and
- D. Development of originality and creativity.

The Board will annually approve the district's highly capable plan, including: the number of students the district expects to serve by grade level; the district's plan to identify students; a description of the highly capable program goals; a description of the services the program will offer; an instructional program description; a description of ongoing professional development for highly capable program and general education staff; program evaluation and fiscal report; and assurances that the district is legally compliant.

The superintendent will establish procedures consistent with state guidelines for referral, assessment, and selection of children of demonstrated achievement or potential ability in terms of general intellectual ability, academic aptitude, and creative or productive thinking. These include prioritizing equitable identification of low-income students; use of multiple objective criteria and multiple pathways for identification; use of local norms, unless more restrictive than national norms; use of subjective measures only to support identification; and use of screening and assessment in the student's native language (if available) or nonverbal assessment.

Legal References: RCW 28A.185.030

Programs — Authority of local school districts  
— Selection of students

WAC 392-170

Special services program — Highly capable students

**Adoption Date: 1/18/05**  
**Franklin Pierce Schools**  
**Revised: 9/9/08; 9/9/14; 09/13/22**  
**Classification: Essential**



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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Dr. Lance Goodpaster, Superintendent  
**DATE:** September 13, 2022  
**SUBJECT:** Travel Request: Overnight Field Trip with Students

### **BACKGROUND INFORMATION**

**Group:** Teaching Academy, Franklin Pierce High School

**Destination:** Randle, WA

**Purpose:** Association of Washington Student Leaders (AWSL) Middle-Level Team Retreat

Procedure 2320P: Field Trips, Excursions, and Outdoor Education and Procedure 6213P: Travel and Meal Reimbursement Procedures requires Board approval on travel requests for overnight field trips with students.

### **RECOMMENDATION**

I move that the Board of Directors approve the overnight field trip travel request with Franklin Pierce High School Teaching Academy students to the Association of Washington Student Leaders (AWSL) Team Retreat.

### **ACTION REQUIRED**

# FRANKLIN PIERCE SCHOOLS APPLICATION FOR OVERNIGHT FIELD TRIP WITH STUDENTS

**Directions:** Email this completed form to your building principal for approval **8 weeks** prior to the proposed trip. If approved, the principal will email it to the superintendent for approval, who will then submit it to the School Board for approval. Field trip application forms must be submitted to the office of the superintendent **at least 2 weeks** before a School Board meeting prior to the proposed trip for Board approval. **Travel requests must be approved before finalizing travel and financial arrangements.** Confirmation of approval or denial will be sent after the Board meeting.

Date of Application: 8/31/2022

School: Franklin Pierce High School

Name of Teacher/Advisor/Travelers: Bryan Zagar

Class/Group: Teaching Academy

How many students will be attending?: 20 (approx)

How many adults will provide supervision? 1 plus additional AWSL Staff

Conference Name/Activity: AWSL Middle-Level Team Retreat

Destination (City, State): Randle, WA

Departure Date: Friday, October 28, 2022

Departure Time: 9 am

Return Date: Sunday, October 30, 2022

Estimated Return Time: 3 pm

Method of Transportation: Bus

Educational Objective(s): Serve as resident counselors for AWSL's leadership retreat

Describe activities planned for trip: Leading group activities, mentoring middle school students

## ESTIMATED TRAVEL COSTS

		<u>Cost</u>	<u>Funding Source</u>	
<b>Payroll</b>	Substitutes	\$ <u>0.00</u>	_____	<b>Comments:</b> Teaching Academy students will be acting as mentors to middle schoolers attending retreat. All costs except transportation is covered by AWSL. CTE will cover transportation charges.
	<b>Procurement Card</b>	Registration Fee	\$ <u>0.00</u>	
	Lodging	\$ <u>0.00</u>	_____	
	Transportation	\$ <u>712.00</u>	CTE	
	Other	\$ <u>0.00</u>	_____	
<b>Reimbursement</b>	Mileage	\$ <u>0.00</u>	_____	
	Meals	\$ _____	_____	
	<b>TOTAL</b>	\$ <u>712.00</u>	_____	

For more information, refer to Board Policy 2320 and Procedure 2320P regarding field trips, and Policy 6213 and Procedure 6213P regarding reimbursement for travel expenses. If the trip is approved and volunteers are needed, additional steps found in Procedure 5630P must be followed within specific timelines.



# Franklin Pierce Schools

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Executive Director of Human Resources and Business Services  
**DATE:** September 13, 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:

Tara Dietzen	Currently endorsed in English Language Learner, she will teach courses that require an endorsement in Japanese.
Robert Joyner	Currently endorsed in English Language Arts and History, he will teach courses that require an endorsement in Instrumental Music.
Basia Kasprzyk	Currently endorsed in English Language Arts, she will teach courses that require an endorsement in Early Childhood Education.
Chance Las Dulce	Currently endorsed in Social Studies, he will teach courses that require an endorsement in English Language Arts.
Susanne Miller	Currently endorsed in Physical Education, she will teach courses that require an endorsement in Science.
Vinh Nguyen	Currently endorsed in Biology, he will teach courses that require an endorsement in Health and Fitness.

As required by law, the district will provide planning and study time for these teachers. During the 2022-2023 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 Tara Dietzen to teach Japanese at Franklin Pierce High School, Robert Joyner to teach Guitar at Franklin Pierce High School, Basia Kasprzyk to teach 1<sup>st</sup> Grade at James Sales, Chance Las Dulce to teach English Language Arts at Washington High School, Susanne Miller to teach Science at Keithley, and Vinh Nguyen to teach Physical Education at Washington High School.

### **ACTION REQUIRED**



# Franklin Pierce Schools

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Executive Director of Human Resources and Business Services  
**DATE:** September 13, 2022  
**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 nationwide 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 sixteen 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.

#### Employees for initial conditional certificate approval:

Sonia Ceballos	Elementary Teacher at Harvard	Elementary Ed – exp June 30, 2024
Donna Chanthabouly	Elementary Teacher at James Sales	Elementary Ed – exp June 30, 2024
Alesha McMullen	Elementary Teacher at Harvard	Elementary Ed – exp June 30, 2024
Sylemis Rivera	Elementary Teacher at Harvard	Elementary Ed – exp June 30, 2024
Astrid Sanchez Diaz	High School Teacher at Franklin Pierce	Spanish – exp June 30, 2024

#### Employees previously approved and continuing in the district on a conditional certificate:

Nicolle Bougard	Middle School Teacher at Keithley	Mathematics – exp June 30, 2023
Pierre Bougard	Middle School Teacher at Keithley	Math/Science – exp June 30, 2023
Kyle Drugge	Middle School Teacher at Ford	Health/Fitness – exp June 30, 2023
Isaac Folitau	High School Teacher at Washington	Sign Language – exp June 30, 2024
Brittany Hemicker	High School Teacher at Franklin Pierce	Mathematics – exp June 30, 2023
Marcisa Johnson	High School Teacher at Franklin Pierce	Mathematics – exp June 30, 2024
Sonia Jones	Elementary Teacher at Harvard	Elementary Ed – exp June 30, 2023
Sandra Postell	Elementary Teacher at Harvard	Elementary Ed – exp June 30, 2024
Marcelino Ruiz-Martell	Elementary Teacher at Harvard	Elementary Ed – exp June 30, 2023
Morgan Stewart	High School Teacher at Franklin Pierce	Eng Lang Lrn – exp June 30, 2023
Lizeth Talavera Chavez	Elementary Teacher at Harvard	Elementary Ed – exp June 30, 2023

### RECOMMENDATION

I move that the Board of Directors approve the request to grant conditional teaching certificates for Sonia Ceballos, Donna Chanthabouly, Alesha McMullen, Sylemis Rivera, Astrid Sanchez Diaz, Nicolle Bougard, Pierre Bougard, Kyle Drugge, Isaac Folitau, Brittany Hemicker, Marcisa Johnson, Sonia Jones, Sandra Postell, Marcelino Ruiz-Martell, Morgan Stewart, and Lizeth Talavera Chavez.

### ACTION REQUIRED



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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Robin Heinrichs, Executive Director of Support Services  
**DATE:** September 13, 2022  
**SUBJECT:** Six-Year Capital Facilities Plan 2022-2028

### **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 2022-2028.

### **ACTION REQUIRED**

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# FRANKLIN PIERCE SCHOOLS

## SIX-YEAR

### CAPITAL FACILITIES PLAN

## 2022-2028

### INTRODUCTION

The purpose of this report is to establish a Long-Range Capital Facilities Plan for the Franklin Pierce School District (District) in response to the provisions of the Growth Management Act (GMA). Specifically, this document will inventory the District's schools 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 2028 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 several 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. The District is bisected by State Routes 7 (running north to south) and 512 (running east to west). To the north of the District is Tacoma School District. Bethel School District is located to the south. Puyallup School District is to the east and Clover Park School District borders the District on the west.

### **SCHOOL FACILITIES INVENTORY**

Franklin Pierce School District currently has one preschool, eight elementary schools, two middle schools, two comprehensive 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 6.86 acres at James Sales Elementary to 10.66 acres at Central Avenue 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 10 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 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 future growth at all sites.

<b>TABLE 1 INVENTORY OF EXISTING ELEMENTARY 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>
Brookdale Elementary	8.97	52,292	0	0
Central Avenue Elementary	10.66	52,301	0	0
Christensen Elementary	7.10	33,361	3+2 rented	5,476
Collins Elementary	7.50	52,291	0	0
Elmhurst Elementary	8.75	45,119	3	2,856
Harvard Elementary	9.60	52,289	0	0
James Sales Elementary	6.86	52,292	0	0
Midland Elementary	8.13	46,272	4	7,168
<b>TOTAL</b>	<b>67.57</b>	<b>386,217</b>	<b>12</b>	<b>15,500</b>

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 18 and 20 acres for the District's two middle schools. A breakdown of the District's middle school sites is shown in Table 2.

<b>TABLE 2 INVENTORY OF EXISTING MIDDLE 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>
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 20 and 22 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	12	12,551
<b>TOTAL</b>	<b>72.60</b>	<b>336,163</b>	<b>16</b>	<b>19,719</b>

**Facility Size**

Franklin Pierce elementary schools range in size (permanent construction) from 33,361 square feet at Christensen Elementary to approximately 52,300 at the new replacement schools (Collins, Harvard, James Sales, Brookdale, Central Avenue). 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 12 portable structures containing 17 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 12 portable buildings containing 13 classrooms as shown in Table 3.

Currently, there is a total of 59 portable classrooms used for instructional purposes in the Franklin Pierce School District.

The present elementary school enrollment requires the use of 15,500 square feet of portable classroom space. Portable classrooms are currently in place at three of the eight elementary schools. However, the potential to place additional portables in the district is very limited due to regulatory constraints at some of the sites. For example, at New Collins Elementary the amount of developable land is greatly impacted by the presence of wetlands and buffers making placement of even a single portable impractical.

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 19,719 square feet of portable classroom space; however, the alternative high school accounts for 12,551 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 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 previously mentioned, 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.

<b>TABLE 4 ELEMENTARY LEVEL OF SERVICE</b>					
<b>Elementary Site</b>	<b>Permanent Area (Sq. Ft.)</b>	<b>Portable Area (Sq. Ft.)</b>	<b>Total Elementary Area (Sq. Ft.)</b>	<b>Number of Students (Oct. 2021)*</b>	<b>Elementary Site Level of Service (ESLOS)</b>
Brookdale	52,292	0	52,292	481	109
Central Avenue	52,301	0	52,301	387	135
Christensen	33,361	5,476	38,837	376	103
Collins	52,291	0	52,291	480	109
Elmhurst	45,119	2,856	47,975	356	135
Harvard	52,289	0	52,289	413	127
James Sales	52,292	0	52,292	384	136
Midland	46,272	7,168	53,440	500	107
<b>TOTAL</b>	<b>386,217</b>	<b>15,500</b>	<b>401,717</b>	<b>3,377</b>	<b>961</b>

(\*) district enrollment during the 2021-22 school year was significantly reduced due to the lingering impacts of the COVID-19 pandemic.

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 961 SLOS/8 elementary schools = 120 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 = 96%**

**Portable Construction = 4%**

<b>TABLE 5</b>					
<b>MIDDLE SCHOOL LEVEL OF SERVICE</b>					
<b>Middle School Site</b>	<b>Permanent Area (Sq. Ft.)</b>	<b>Portable Area (Sq. Ft.)</b>	<b>Total Middle School Area (Sq. Ft.)</b>	<b>Number of Students (Oct. 2021)*</b>	<b>Middle School Site Level of Service (MSLOS)</b>
Ford	101,214	13,410	114,624	968	118
Keithley	100,242	5,364	105,606	790	134
<b>Total</b>	<b>201,456</b>	<b>18,774</b>	<b>220,230</b>	<b>1,758</b>	<b>252</b>

(\*) district enrollment during the 2021-22 school year was significantly reduced due to the impacts of the COVID-19 pandemic.

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 = 252 SLOS/2 middle schools = 126 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%**

<b>TABLE 6 HIGH SCHOOL LEVEL OF SERVICE</b>					
High School Site	Permanent Area (Sq. Ft.)	Portable Area (Sq. Ft.)	Total High School Area (Sq. Ft.)	Number of Students (Oct. 2021)*	High School Site Level of Service (HSLOS)
Franklin Pierce	174,009	0	174,009	1157	150
Washington	154,399	7,168	161,567	995	162
GATES Alternative	7,755	12,551	20,306	87	233
<b>Total</b>	<b>336,163</b>	<b>19,719</b>	<b>355,882</b>	<b>2,239</b>	<b>546</b>

(\*) district enrollment during the 2021-22 school year was significantly reduced due to the impacts of the COVID-19 pandemic.

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 = 546 SLOS/3 high schools = 182 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 2021 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 2021 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.

It should be noted that the District’s enrollment counts since 2020 have shown a significant decrease due to the lingering effects of COVID-19 pandemic. These reductions tend to show more capacity for growth in our facilities. It is yet to be seen whether reductions in enrollment from COVID-19 will be long-term or whether the counts will return to previous levels as the community emerges from the effects of the pandemic.

**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 500 students at Midland Elementary to a low of 356 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 3,900.

<b>TABLE 7 CURRENT LEVEL OF SERVICE CAPACITY ELEMENTARY LEVEL</b>			
<b>School</b>	<b>Oct. 2021 Enrollment (# of students)</b>	<b>Benchmark Capacity (# of students)</b>	<b>Current Capacity (# of students)</b>
Brookdale Elementary	481	508	-27
Central Avenue Elementary	387	508	-121
Christensen Elementary	376	377	-1
Collins Elementary	480	508	-28
Elmhurst Elementary	356	466	-110
Harvard Elementary	413	508	-95
James Sales Elementary	384	508	-124
Midland Elementary	500	519	-19
<b>Total</b>	<b>3,377</b>	<b>3,902</b>	<b>-525</b>

The current capacity figures at our elementary schools range from -1 students at Christensen Elementary to -124 students at James Sales Elementary. None 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 525 students as shown in Table 7. Recent completion of the five replacement schools has added capacity to the elementary school inventory compared to the original schools which has contributed to this increase in service capacity.

**Middle School Level**

The current levels of service capacity data for the middle school level are found in Table 8. The October 2021 enrollment figures for District middle schools indicate 1,758 students in these grades.

<b>TABLE 8 CURRENT LEVEL OF SERVICE CAPACITY MIDDLE SCHOOL LEVEL</b>			
<b>School</b>	<b>Oct. 2021 Enrollment (# of students)</b>	<b>Benchmark Capacity (# of students)</b>	<b>Current Capacity (# of students)</b>
Ford Middle School	968	971	-3
Keithley Middle School	790	895	-105
<b>TOTAL</b>	<b>1,758</b>	<b>1,866</b>	<b>-108</b>

The District’s total middle school benchmark facility capacity is 1,866. By this measure there is currently space for 108 additional students across both middle schools 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 2021 totaled 2,239 students.

<b>TABLE 9 CURRENT LEVEL OF SERVICE CAPACITY HIGH SCHOOL LEVEL</b>			
<b>School</b>	<b>Oct. 2020 Enrollment (# of students)</b>	<b>Benchmark Capacity (# of students)</b>	<b>Current Capacity (# of students)</b>
Franklin Pierce	1,157	1318	-161
Washington	995	1224	-229
GATES Alternative	87	154	-67
<b>TOTAL</b>	<b>2,239</b>	<b>2,696</b>	<b>-457</b>

The District’s total senior high school benchmark enrollment capacity is 2,696. According to this metric the District’s senior high school facilities have a total reserve service capacity for 457 students, see Table 9.

## **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. The old school was removed in the summer of 2020 and construction of the replacement school was completed in November of 2021 on the original site. The new 52,292 square foot two-story building is designed to house 508 students and 65 staff members. The new building includes 24 general-use classrooms, 2 collaboration spaces, 4 special education classrooms, a music room, a library, and a multipurpose room. Occupancy of the new facility began in January 2022.

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

**4505 104th Street East**

**Tacoma, WA 98446-5239**

Central Avenue School, originally constructed in 1927, began as a separate school district. In 1949 Central Avenue School District consolidated with Parkland, Midland and Collins school districts, thus creating the Franklin Pierce School District.

The original school building was identified to be replaced on the existing site as part of the 2016 bond. Construction of the new school began in July of 2020 and was completed by December of 2021. The new 52,301 square foot two-story replacement facility is designed to accommodate 508 students and 65 staff members. The new facility contains 24 general-use classrooms, 2 collaboration spaces, 4 special education classrooms, a music room, a library, and a multipurpose room. Occupancy of the new facility began in January of 2022.

### **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 it became part of Franklin Pierce School District in 1949.

The school was constructed in 1956 and was modernized in 1984. In 1992, four additional classrooms were added along with renovation and asbestos removal. 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, a library, a music room, and a multi-purpose room with a 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.

**HISTORIC COLLINS SCHOOL**

**4608 128th Street East**

**Tacoma, WA 98446-4399**

Historic Collins School originally housed students in an old "cook shack" in 1906. In 1935, the current two-story schoolhouse was constructed. In subsequent years, several additions were made to the facility 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 1989 bond. 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 later merged with three other small districts to form Franklin Pierce School District in 1949. This facility has 18 general-use classrooms, a library, a music room, and a multi-purpose room.

In 2021 the District identified this building as the future home for GATES High School (the District's alternative high school) and the Transitions Program. The school building will be renovated to become better suited for high school age students and the new programs during the last half of 2022 and the first half of 2023 with occupancy scheduled for August of 2023.

**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 52,291 square foot two-story building the beginning of the 2020-2021 school year. The new school was constructed on a formerly vacant parcel located on the corner of 18<sup>th</sup> Avenue and 128<sup>th</sup> Street. The new building accommodates 508 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. Partial funding for this project came from impact fees made possible from the 1990 Growth Management Act.

**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 renovations were 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, a library, a cafeteria, and a 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 52,289 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, a library, a music room, and a multipurpose room.

The new school replaced 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 even older wood-framed building dating from the early 1900s.

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

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

**Tacoma, WA 98444-4099**

This elementary school was named after Parkland area pioneer, James Sales, a member of a family that settled in Pierce County in the late 1800’s. Over the years his descendants have played a major role in the growth of the Parkland community.

The original school building, built in 1953, was identified to be replaced with a new facility as part of the 2016 bond. The new 52,292 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.

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

**2300 105th Street East**

**Tacoma, WA 98445-5324**

The original school was part of Midland School District which was established in 1880. This district later merged with three neighboring rural school districts in 1949 to form Franklin Pierce School District.

The first two-story building was built in 1893. The main building was constructed in 1924, with additions built in 1941 and 1949. The school was demolished in 2001-2002 and a new Midland Elementary was constructed on the existing site with a capacity of 450 students. The new elementary opened in September 2003.

The new school has 21 general-use classrooms, 2 kindergarten classrooms, 1 special education classroom, a gymnasium, and a 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 completed 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. The two original buildings were modernized in 1983. Some modernization plus asbestos removal were performed as part of the 1989 bond in 1993. Also, as part of the same bond, the west field was renovated in 1990 and the east field in 1992. A modernization project was completed in 1999 with funds from the 1998 bond. The cafeteria underwent extensive renovation during the 2015-2016 school year funded by the 2012 Capital Projects Levy. The gymnasium was later replaced during the 2018-2019 school year as part of the 2016 bond. This school has 36 general-use classrooms, 1 special education classroom, a library, a gym, and a cafeteria.

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

**12324 12th Avenue South**

**Tacoma, WA 98444-3899**

Keithley Middle School is comprised of seven buildings which were constructed in 1961 and one building constructed in 1967. This school was named after Perry G. Keithley, the first principal of Harvard Elementary School. The school was renovated as part of the 1989 bond in 1991. The fields were renovated in 1993, also funded by the 1989 bond. A modernization was completed in 1999 as part of the 1998 bond. 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, a library, a gym, and a 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 five buildings constructed in 1955. The school opened as a new four-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. Building renovation, asbestos removal, and field renovation were done in 1993 as part of the 1989 bond. An auxiliary gym was constructed in 2000 as part of the 1998 bond. That bond also funded a two-phase modernization project that was completed in 2004. Artificial turf at the stadium was replaced in 2013 and the track was renovated in 2016. This school has 52 general-use classrooms, a gymnasium, a library, and a cafeteria.

A 518-seat Performing Arts Center funded by the 2016 bond is currently under construction on the school's campus. This facility will serve as a venue for district musical and theatrical productions and meetings. The facility is scheduled for completion in August of 2023.

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

**12420 Ainsworth South**

**Tacoma, WA 98444-2398**

Washington High School is comprised of ten permanent buildings which opened in 1969. Modernization and asbestos removal were performed in 1991 as part of the 1989 bond. The 1989 bond also funded renovation of the south field (1991) and the football field and track (1995). An auxiliary gym was constructed in 1999 with funds from the 1998 bond. The 1998 bond also funded a modernization project in 2005. 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 consists of an addition to Building 900, plus renovation of the original portions of Building 900 and parts of Building 600. This school has 50 general-use classrooms, a library, a gym, and auxiliary gym, a small theater, and a 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 one used as offices. A gymnasium and two-classroom addition were built in 2004 as part of the 1998 bond. The GATES High School program will move to renovated facilities at Historic Collins School in August of 2023.

**AGRICULTURAL RESOURCE CENTER (THE FARM)**

**9516 Waller Road East**

**Tacoma, WA 98446-2432**

This 9.7-acre facility includes crop areas, instructional facilities, greenhouses, community gardens, a barn, and storage buildings. It provides District students with hands-on learning opportunities in agriculture, nutrition, and environmental science. The farm also provides spaces for community gardening and small group meetings.

The District is currently in the final process of designing and permitting a 4,800 square foot instructional facility funded in part by \$5.2M in direct appropriations from the state legislature to replace the existing 2,105 square foot portable which currently serves to house classroom instructional activities. Construction of the new facility is slated to begin in August of 2022 and be completed by August of 2023.

**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 was 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 and construct a 7,950 square foot two-story six-classroom addition. Construction of the addition was completed in 2020 in time for the 2020-2021 school year.

**DESCRIPTIONS OF EXISTING SUPPORT FACILITIES AND PROPERTIES**

**JO ANNE MATSON ADMINISTRATION COMPLEX**

**315 129<sup>th</sup> Street South  
Tacoma, WA 98444**

The Jo Anne Matson Administration Complex is located on 1.5 acres with 15,748 square feet of office space. Named after Jo Anne Matson who served on the Franklin Pierce Board of Directors for 39 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 services, human resources, business services, athletics, family partnership services, equity, safety/security, and family resource center. Three 1,792 square foot portable office buildings were installed in 2020 to provide additional office and meeting space.

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

**11807 24<sup>th</sup> Avenue East  
Tacoma, WA 98445**

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, four warehouses and nutrition service freezers/coolers. A new office building was completed in 1999 as part of the 1998 bond.

**TRANSPORTATION COMPLEX**

**10824 18<sup>th</sup> Avenue East**

**Tacoma, WA 98445**

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 two structures consisting of offices/repair shop and a vehicle washing and fueling 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 several undeveloped sites of various sizes. The largest of these parcels include the following:

- A five-acre site is situated between Washington High School and Keithley Middle School. It is anticipated that this site will eventually be used as an athletic field complex. The District has initiated development of a master plan for this property to ensure that plans for future development are coordinated.
- A 3-acre undeveloped site is located on the east side of 18<sup>th</sup> Avenue next to Franklin Pierce High School. This wooded parcel is bordered by a railroad right-of-way on the east. The current plan is to use this parcel for parking as part of a future redevelopment of the Franklin Pierce High School campus.
- New Collins Elementary School is constructed on a 22-acre site. The 7.5-acre school site is isolated from the rest of the parcel due to a bisecting band of protected wetlands and wetland buffers. The balance of the property is heavily wooded and crossed by several seasonal streams. This area of the property would be well-suited for a District cross-country course, passive recreation, and nature studies.

## 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 2027-2028 school year. A series of tables have been prepared to effectively display the District’s enrollment data over this period.

### STUDENT ENROLLMENT TRENDS

#### Six-Year Enrollment Trends

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

TABLE 10						
ELEMENTARY ENROLLMENT HISTORY						
Grade	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
K	616	585	624	575	518	548
1	619	629	605	630	534	558
2	599	614	611	592	588	554
3	627	625	622	593	581	571
4	658	651	628	640	571	575
5	621	672	643	606	589	571
<b>Totals</b>	<b>3,740</b>	<b>3,776</b>	<b>3,733</b>	<b>3,636</b>	<b>3,381</b>	<b>3,377</b>

The District had seen solid growth in middle school enrollment until the COVID-19 pandemic. Detailed middle school enrollment history is shown in Table 11.

TABLE 11						
MIDDLE SCHOOL ENROLLMENT HISTORY						
Grade	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
6	551	643	644	606	589	578
7	567	560	638	639	617	591
8	567	531	589	652	622	589
<b>Totals</b>	<b>1,685</b>	<b>1,734</b>	<b>1,871</b>	<b>1,897</b>	<b>1,828</b>	<b>1,758</b>

Over the past six school years, the District's high school enrollment has seen a bit of decline. Detailed high school enrollment history is shown in Table 12.

<b>TABLE 12</b>						
<b>HIGH SCHOOL ENROLLMENT HISTORY</b>						
<b>Grade</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
9	558	584	545	572	643	593
10	603	561	567	542	551	611
11	600	582	549	547	523	510
12	585	604	583	533	564	525
<b>Totals</b>	<b>2,346</b>	<b>2,331</b>	<b>2,244</b>	<b>2,194</b>	<b>2,281</b>	<b>2,239</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.

Factors to consider when developing enrollment projections include:

- Review of historical enrollment statistics: Specifically, the most current year's enrollments are studied, along with the enrollment progression of grade level cohorts from the last six school years. Unusual external influences such as effects of a pandemic or sudden change in the economic climate in the area are also evaluated.
- Review of near-term and long-term development trends for single-family and multi-family housing: The recession which began in 2007 effectively stopped permitting of large subdivisions or complexes within the District for several years. However, a revival in new construction since 2012 has been evident with new projects starting in previously permitted subdivisions. In addition, there has been some general in-filling which has taken advantage of vacant lots and/or the partitioning of large lots in established neighborhoods. The proposed redevelopment of open tracts like the Brookdale golf course is expected to have a significant impact on enrollment in the next six years. Our most recent demographic study indicates that there will be 0.602 school age children, on the average, for every single-family residence that is constructed.
- Review of trends in migration of populations. Recent trends in the market indicate signs of 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 will increase the local population and result in more students in District schools.

In summary, the enrollment projections for the next six years, through the 2027-2028 school year, are based upon estimates of each successive year's enrollment by incorporating prior year's data, data on proposed housing developments and expected cohort survival factors. These numbers in the following tables come from a demographic study performed for the District 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 may 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.

<b>TABLE 13</b>						
<b>ELEMENTARY ENROLLMENT PROJECTIONS</b>						
<b>Grade</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
K	564	587	597	599	605	611
1	596	584	608	621	621	626
2	613	592	579	604	616	618
3	593	617	595	584	610	622
4	650	613	638	617	605	632
5	621	657	620	646	625	613
<b>Totals</b>	<b>3,637</b>	<b>3,650</b>	<b>3,637</b>	<b>3,671</b>	<b>3,682</b>	<b>3,722</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.

<b>TABLE 14</b>						
<b>MIDDLE SCHOOL ENROLLMENT PROJECTIONS</b>						
<b>Grade</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
6	603	618	655	617	645	624
7	657	616	632	669	630	660
8	613	651	611	626	662	625
<b>Totals</b>	<b>1,873</b>	<b>1,885</b>	<b>1,898</b>	<b>1,912</b>	<b>1,937</b>	<b>1,909</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.

<b>TABLE 15</b>						
<b>HIGH SCHOOL ENROLLMENT PROJECTIONS</b>						
<b>Grade</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
9	673	635	674	635	647	687
10	662	664	627	665	626	639
11	667	678	680	640	679	640
12	504	588	600	600	566	600
<b>Totals</b>	<b>2,506</b>	<b>2,565</b>	<b>2,581</b>	<b>2,540</b>	<b>2,518</b>	<b>2,566</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 386,217 square feet of permanent school space and 15,500 square feet of portable classroom space at eight separate elementary school locations to support the instruction of 3,377 elementary students, see Table 4. These schools were designed to house 3,900 students resulting in a present additional capacity of 525 students, see Table 7. Please note that the portable classrooms are currently in place at only three of the eight elementary schools. The potential to place additional portables in the district is very limited due to regulatory constraints at some of the sites.

The District’s elementary schools are situated on a total of 67.57 acres of land or about 8.4 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  $(8 \times 5) + (3,377/100) = 73.77$  acres – a shortfall of about 6.2 acres (based upon 2021-2022 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 two separate middle school locations to support the instruction of 1,758 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 reserve capacity of 108 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  $(2 \times 10) + (1,758/100) = 37.58$  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 19,719 square feet of portable classroom space at two separate high school locations and one alternative high school, to support the instruction of 2,239 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 457 students, see Table 9. 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  $(3 \times 10) + (2,239/100) = 52.39$  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. Also of note, the current practice in neighboring school districts is to 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	\$250,000.00	10	500	0.316	\$1,580.00
Middle School	\$250,000.00	20	1,000	0.157	\$785.00
High School	\$250,000.00	40	1,200	0.129	\$1,075.00
<b>Total</b>					<b>\$3,440.00</b>
CONSTRUCTION COSTS (B)	FACILITY COST	% of PERMANENT SQ. FT	NUMBER OF STUDENTS	STUDENT FACTOR	TOTAL COST
Elementary School	\$35,000,000.00	96	500	0.316	\$21,235.20
Middle School	\$100,000,000.00	91	1,000	0.157	\$14,287.00
High School	\$150,000,000.00	94	1,200	0.129	\$15,157.50
<b>Total</b>					<b>\$50,679.70</b>
TEMPORARY FACILITY COSTS (C)	PURCHASING COST	% of PERMANENT SQ. FT	CLASSROOM SQ. FT	STUDENT FACTOR	TOTAL COST
Elementary School	\$275,000.00	4	890	0.316	\$3.91
Middle School	\$275,000.00	9	890	0.157	\$4.37
High School	\$275,000.00	6	890	0.129	\$2.39
<b>Total</b>					<b>\$10.66</b>
STATE MATCHING CREDIT (D)	BOECKH INDEX	SQ. FT PER STUDENT	STATE MATCH %	STUDENT FACTOR	TOTAL COST
Elementary School	\$246.83	90	68.54	0.316	\$4,811.40
Middle School	\$246.83	117	68.54	0.157	\$3,107.63
High School	\$246.83	130	68.54	0.129	\$2,837.10
<b>Total</b>					<b>\$10,756.12</b>
TAX PAYMENT CREDIT (E)	PRESENT VALUE FACTOR	BOND LEVY RATE	ASSESSED VALUE (AV.)		TOTAL CREDIT
TAX PAYMENT CREDIT (TC)	19.972808	0.0016617	\$474,204		<b>\$15,738.27</b>
NET COST (A+B+C-D-E)					\$27,635.97
PROGRAM DISCOUNT (50%)					\$13,817.99
<b>NET IMPACT FEE PER UNIT</b>					<b>\$13,817.98</b>

<b>TABLE 17</b>					
<b>MULTI-FAMILY FEE CALCULATION</b>					
<b>SITE ACQUISITION COSTS (A)</b>	<b>COST PER ACRE</b>	<b>NUMBER OF ACRES</b>	<b>NUMBER OF STUDENTS</b>	<b>STUDENT FACTOR</b>	<b>TOTAL COST</b>
Elementary School	\$250,000.00	10	500	0.122	\$610.00
Middle School	\$250,000.00	20	1,000	0.059	\$295.00
High School	\$250,000.00	40	1,200	0.071	\$591.67
<b>Total</b>					<b>\$1,496.67</b>
<b>CONSTRUCTION COSTS (B)</b>	<b>FACILITY COST</b>	<b>% of PERMANENT SQ. FT</b>	<b>NUMBER OF STUDENTS</b>	<b>STUDENT FACTOR</b>	<b>TOTAL COST</b>
Elementary School	\$35,000,000.00	96	500	0.122	\$8,198.40
Middle School	\$100,000,000.00	91	1,000	0.059	\$5,369.00
High School	\$150,000,000.00	94	1,200	0.071	\$8,342.50
<b>Total</b>					<b>\$21,909.90</b>
<b>TEMPORARY FACILITY COSTS (C)</b>	<b>PURCHASING COST</b>	<b>% of PERMANENT SQ. FT</b>	<b>CLASSROOM SQ. FT</b>	<b>STUDENT FACTOR</b>	<b>TOTAL COST</b>
Elementary School	\$275,000.00	4	890	0.122	\$1.51
Middle School	\$275,000.00	9	890	0.059	\$1.64
High School	\$275,000.00	6	890	0.071	\$1.32
<b>Total</b>					<b>\$4.46</b>
<b>STATE MATCHING CREDIT (D)</b>	<b>BOECKH INDEX</b>	<b>SQ. FT PER STUDENT</b>	<b>STATE MATCH %</b>	<b>STUDENT FACTOR</b>	<b>TOTAL COST</b>
Elementary School	\$246.83	90	68.54	0.122	\$1,857.57
Middle School	\$246.83	117	68.54	0.059	\$1,167.83
High School	\$246.83	130	68.54	0.071	\$1,561.51
<b>Total</b>					<b>\$4,586.90</b>
<b>TAX PAYMENT CREDIT (E)</b>	<b>PRESENT VALUE FACTOR</b>	<b>BOND LEVY RATE</b>	<b>ASSESSED VALUE (AV.)</b>		<b>TOTAL CREDIT</b>
TAX PAYMENT CREDIT (TC)	19.377596	0.0016617	\$503,102.00		<b>\$16,199.76</b>
NET COST (A+B+C-D-E)					\$2,624.37
PROGRAM DISCOUNT (50%)					\$1,312.19
<b>NET IMPACT FEE PER UNIT</b>					<b>\$1,312.18</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 extremely important. Normally, the less construction work available, the more competitive the general contractors become and vice versa. Shortages and price escalation of certain materials can also become a significant factor in the price of construction.
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. This is also influenced by the percentage of state match authorized by the state's Office of the Superintendent of Public Instruction (OSPI).

## 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 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 bonds sold. 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. In addition, 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. 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 percentage 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).

For the past ten years or more, revenues from timber and wood products have fallen short of fully addressing demands for state match funds for school construction. Efforts in the state legislature to supplement timber-generated revenues with general fund money 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 a time state money does become available, reimbursement will be made to the district for the state's share of said school project.

## **FINANCIAL PLAN**

### **Use of the 2016 General Obligation Bond**

Franklin Pierce School District successfully passed 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 was provided by general obligation assessments to properties within the District. The funds from that bond have been the primary source of construction funding from 2016 to the present. However, the bond funds will be largely expended on the identified projects by the fall of 2023. In addition, the District will not be eligible for any new in lieu of modernization state match funding until the year 2030 when the 30-year moratorium from previous projects funded by this provision expires. Unless there is a significant increase in enrollment, the District will also not be eligible for much additional state match funding for unhoused students. The District will therefore need to identify other sources of funding to meet future capital construction program requirements beyond 2023.

### **General Fund and 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 revenue is increased when the market value for existing properties goes up.

Property tax revenues are one of the sources of revenue for the District's General Fund. The General Fund provides some limited funding for capital projects through the annual budgeting process. These funds are to be used for major repairs, limited upgrades to building systems, and renovations. This financial plan includes continued use of budgeted funds from this source.

### **Capital Construction Levy**

In 2012 the voters approved passage of a \$27.5M five-year capital construction levy which provided much needed funding for projects where no state match was available. Consideration of a similar levy under this financial plan would provide funding for capital construction needs for the next six years until the District might be in a position to pursue a new bond and/or be again eligible for new state match funding. If the District were to decide to seek a capital construction levy from area voters, the levy rates would be imposed to generate a specific dollar amount each year, so the rates might 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. An '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 case of Franklin Pierce School District, the only general government 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.

Use of impact fees has been very beneficial to address urgent capacity requirements from surges in enrollment or changes in program requirements. In the past, the District has used impact fees to purchase and place portable classrooms as well as contributing to the funding of replacement elementary schools. This financial plan includes continued use of impact fees for similar purposes.

### **Bonds**

The prospect of passage of a new capital construction bond within the next six years is probably not realistic given the continued debt service on the 2016 bond. However, by the year 2030, the balance owed from the 2016 bond and anticipated increases in property values might be such that the District could consider seeking approval from voters for a new general obligation bond to refinance the balance from the 2016 bond and provide funds for future capital projects. Around this same time the District should be eligible for new state match grants which would further augment the resources available for capital projects. As part of this financial plan, the District should consider convening a citizen's advisory committee to discuss the process needed to identify and prioritize capital projects and to be prepared with data if the District decides to seek voter approval for a new bond.



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 13, 2022  
**SUBJECT:** Memorandum of Understanding with Tacoma SD – Cooperative Girls Swim Program

### BACKGROUND INFORMATION

This memorandum of understanding (MOU) with the Tacoma School District will allow students from Washington High School, Franklin Pierce High School, and Mt. Tahoma High School to participate in a cooperative girls swim program through December 3, 2022.

### RECOMMENDATION

I move that the Board of Directors approve the Memorandum of Understanding (TSD-22-204) with Tacoma School District for A Cooperative Girls Swim Program.

### ACTION REQUIRED

# MEMORANDUM OF UNDERSTANDING

TSD-22-204

FRANKLIN PIERCE SCHOOL DISTRICT

[A COOPERATIVE GIRLS SWIM PROGRAM  
WITH FRANKLIN PIERCE SCHOOL DISTRICT]

8/29/2022 – 12/3/2022

between

**TACOMA SCHOOL DISTRICT NO. 10**

(hereinafter referred to as DISTRICT)

601 South 8<sup>th</sup> Street

P. O. Box 1357

Tacoma, WA 98401-1357

and

**FRANKLIN PIERCE SCHOOLS**

(hereinafter referred to as FRANKLIN PIERCE SCHOOLS)

Lance Goodpaster

315 129<sup>th</sup> St S

Tacoma, WA 98444

Ph: 253-298-3001

Email: [lgoodpaster@fpschools.org](mailto:lgoodpaster@fpschools.org)

This Memorandum of Understanding (MOU) is entered into by and between the District and Franklin Pierce Schools (Parties) to operate a cooperative swim program under Washington Interscholastic Activities Association (WIAA) Rule 4.7.0 to allow students from more than one WIAA member school, specifically Washington High School, Franklin Pierce High School and Mt. Tahoma High School, to share resources but compete as representatives of their respective home school in individual sports/activities.

**RESPONSIBILITIES OF THE FRANKLIN PIERCE SCHOOLS**

Franklin Pierce Schools will require athletic directors at Franklin Pierce High School and Washington High School to communicate with the District Mt. Tahoma Athletic Director weekly regarding student athlete academic eligibility.

Franklin Pierce Schools will purchase required uniform pieces or equipment that may be needed for their cleared participants.

Franklin Pierce Schools will provide Washington State Patrol inspected and approved school busses to transport all Franklin Pierce Schools and Mt. Tahoma High School girls swim participants to and from all away competitions.

- a. Prior to competition, the bus will pick up participants at Franklin Pierce High School and Washington High School, then Mt. Tahoma High school.

- b. Following competition, the bus will drop Mt. Tahoma High School athletes at Mt. Tahoma High School, then respective Franklin Pierce Schools.
- c. All Franklin Pierce Schools' Bus Drivers will be Office of Superintendent of Public Instruction (OSPI) Certified School Bus Drivers.
- d. Franklin Pierce Schools accepts liability for and indemnifies the District from any loss, cost, or damage related to or arising from transportation provided by Franklin Pierce Schools.

If no athletes from Mt. Tahoma High School advance to the post season, the District will invoice Franklin Pierce Schools at a rate of \$31.25 per hour (hourly rate of \$28.41 plus 10% for benefits), with a maximum of 25 hours per week,

If the District's paid coaching staff is required to attend a post season event or competition with Franklin Pierce Schools athletes separate from Mt. Tahoma High School athletes, Franklin Pierce Schools will reimburse the District's paid coaching staff at a rate of \$28.41 per hour with a maximum of 25 hours per week.

### **RESPONSIBILITIES OF THE DISTRICT**

The District will provide prospective swimmers from Franklin Pierce Schools District and their family members with a FinalForms account for registration and to ensure that participants are meeting District registration requirements including a valid sports physical (within the last 13 months from time of registration).

The District will provide qualified girls' swim coaches during the regular season and post season for Franklin Pierce Schools athletes that are registered and cleared through FinalForms.

- A. District coaches will be fully cleared paid District employees meeting all hiring requirements of OSPI, District and WIAA.

The District will provide access to the Mt. Tahoma High School Pool on scheduled practice days under the supervision of District paid coaching staff.

### **DUTIES OF PARTIES**

**Compliance with Laws, Ordinances, and Regulations.** The Parties shall comply with all local, state, and federal laws, ordinances, and regulations applicable to the performance of its responsibilities under this Agreement.

**Entire Agreement.** This constitutes the mutual agreement of the Parties or designee in whole. No alteration, variation and no oral understandings or agreements not incorporated herein shall be binding.

**Force Majeure.** Neither Party shall be liable for any excess costs if the failure to perform the

Agreement arises from causes beyond the control and without the fault or negligence of the Other Party.

**Governing Law.** The laws of the state of Washington shall govern this Agreement. Pierce County, Washington shall be the venue for any litigation arising out of this Agreement.

**Indemnification.** Each party to this Agreement (the “Indemnifying Party”) shall defend, indemnify, and hold the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including reasonable attorney fees, arising or resulting from, related to, or connected with, the performance of this Agreement or representations or warranties contained therein by the Indemnifying Party, including any loss, damage, corruption, or improper or unauthorized disclosure of confidential or proprietary information or data, or acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party, or its employees or agents, to the fullest extent permitted by law.

**Independent Capacity.** The Parties intend an independent relationship will be created by this Agreement.

**Insurance.** The Parties shall at all times during the term of this Agreement, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Party or its officers, agents, representatives, assigns or servants.

**Termination for Breach and/or Default.** Either Party may terminate this Agreement for breach and/or default, in whole or in part, by written notice.

This MOU will become effective on the date of signature by all parties and will remain in effect through December 3, 2022, unless terminated prior to this date by any of the parties.

We the undersigned agree to the terms of the foregoing MOU.

**(NAME OF PARTY)**

**TACOMA SCHOOL DISTRICT NO. 10**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

Its: Superintendent  
\_\_\_\_\_

Joshua J. Garcia  
\_\_\_\_\_  
(print name)

Who certifies that they are the party identified herein, OR a person duly qualified and authorized to sign for the party.

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:** James Hester, Deputy Superintendent  
**DATE:** September 13, 2022  
**SUBJECT:** Memorandum of Understanding – DOH Learn to Return Health Commons Labor Grant

### **BACKGROUND INFORMATION**

Franklin Pierce Schools reapplied for and has been granted funds from the Department of Health (DOH) Learn to Return Health Commons Labor Grant. The purpose of this grant is to provide labor supports to schools to assist with the increased work associated with testing for COVID-19. The grant is specifically to cover the cost of extra labor needed to perform testing.

COVID-19 tests are now completed at schools, when students or staff present with symptoms, or have had an exposure. We no longer are doing athletic screening testing or test-to-stay. Since the amount and timing of the testing varies from school to school and day to day, we have opted to not employ staff specific to this task. Rather, we plan to use the funds to cover an optional additional 1.5 hours per day for our building health room staff, as these are the staff members who will perform the testing, documenting, and any follow-up needed.

We have been granted the amount of \$142,155 for the 2022-2023 school year.

### **RECOMMENDATION**

I move that the Board of Directors approve the Memorandum of Understanding with the Department of Health for the Learn to Return Health Commons Labor Grant.

### **ACTION REQUIRED**

# Funding Request Form for Learn to Return



Version: June 2022

Submit form to: DOH Fiscal Caleb Butcher [phocisbudget@doh.wa.gov](mailto:phocisbudget@doh.wa.gov) Request Date: 9/1/22  
 Copy: DOH Testing Team Michelle Chung [michelle.chung@doh.wa.gov](mailto:michelle.chung@doh.wa.gov)  
 Copy: DOH Contracts Admin Lindsey Troutman [lindsey.troutman@doh.wa.gov](mailto:lindsey.troutman@doh.wa.gov)

Application Type:	Year 2 Application - Changes to SY 21-22 funding request (increase or decrease)
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**Please only complete the grey fields!**

School/District Program Contact Name & Email:	Jennifer Van, <a href="mailto:jvan@fpschools.org">jvan@fpschools.org</a>
School/District Fiscal Contact Name & Email:	Tammy Bigelow, <a href="mailto:tbigelow@fpschools.org">tbigelow@fpschools.org</a>

School District #	School District Name	ESD Region	Staffing Model Options	# of FTE needed	# of months	Monthly per 1.0 FTE cost	Total Thru July 2023
27 402	Franklin Pierce	Puget Sound Educational Service District 121	LPN's	2.5	10	\$ 5,686	\$ 142,155
							\$ -
			Total New Funding Request for SY 22-23				

If there are funds remaining from the SY 2021-2022, please explain.	No remaining balance.
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<p>Justification Memo for SY 22-23 request:</p> <p>Please include how your school may evolve your testing strategy and associated staffing support based on current DOH K-12 guidance and increased use/availability of rapid antigen and at-home tests. If you are seeking more or less FTE support from your 2021-2022 request, please provide an explanation for these changes.</p>	<ol style="list-style-type: none"> <li>1. We will be using the allocated FTE to allow the school nurses extra hours to perform testing as needed in the health rooms.</li> <li>2. We will perform testing on students, staff, or household members when needed or requested in order to prevent spread within the school environment.</li> <li>3. We offer diagnostic testing for symptomatic students, screening testing for exposures or athletics as recommended and requested</li> <li>4. Testing is available everyday, during business/school hours.</li> <li>5. We have decreased the number of FTE needed to support testing in schools for 22/23 SY in response to lower demand for testing to prevent underspend.</li> <li>6. In addition to physical testing, the nurses will need to document all tests, ensure reports are ready, explain testing results to participants, and provide information about isolation and repeat testing. They may also need to assist with the notification process, or contact tracing if outbreaks occur.</li> </ol>
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## 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:** Vicki Bates, Executive Director of Teaching and Learning Services  
**DATE:** September 13, 2022  
**SUBJECT:** UW College in the High School

### **BACKGROUND INFORMATION**

In the 2022-2023 school year, FPS expanded the College in the High School (CiHS) options for students. In the spring the FPS Board of Directors approved new CiHS options through Central Washington University and Eastern Washington University. Additionally, FPS has a continuing CiHS partnership with The University of Washington. UW is now requesting school board approval of the 2022-2023 UW-FPS Local Agreement to offer Math 120 (Precalculus) at Franklin Pierce High School.

### **RECOMMENDATION**

I move that the Board of Directors approve the 2022-2023 University of Washington – Franklin Pierce Schools Local Agreement to offer Math 120 (Precalculus) at Franklin Pierce High School.

### **ACTION REQUIRED**

This Local Agreement (“Agreement”), effective as of the last date of signature (the “Effective Date”), is made by and between the University of Washington, a public institution of higher education and agency of the State of Washington having administrative offices at 4333 Brooklyn Ave N.E., Seattle, Washington 98105 (“UW”), and the Franklin Pierce School District, a municipal corporation and subdivision of the State of Washington having administrative offices at 315 129th St S, Tacoma, Washington 98444 (“District”) (each individually a “Party” and together the “Parties”). UW and District hereby agree as follows:

## 1. Background

- 1.1 UW offers the UW in the High School program (hereafter “UWHS”), which trains District teachers to teach UW courses, and awards UW credit to District students who register for UW credit and successfully complete these UW courses.
- 1.2 District desires to participate in UWHS. The specific courses, District instructors of record (hereafter “Teachers”), and participating District schools (hereafter “School” or “Schools”) participating in UWHS are specified in Exhibit A. The details in Exhibit A are subject to change, based on communication between UW and the School/District.
- 1.3 The National Alliance of Concurrent Enrollment Partnerships (hereafter “NACEP”) accredits UWHS. With this national accreditation, the UWHS program meets or exceeds all Washington state rules for “College in the High School” programs. These state rules mirror every NACEP standard in the areas of partnership, students, curriculum, assessment, faculty, and program evaluation.

## 2. The Program

- 2.1 Student Recruitment. Recruitment of qualified and eligible students will be the sole responsibility of District Teachers and District administration. Registering to earn UW credit in a UW course in the high school is optional, and this choice must be formally made by the student.
- 2.2 Student Eligibility. Per Washington State legislation for “College in the High School,” students in grades 9, 10, 11, and 12 are eligible to register for college credit for these courses. Students taking any course for UW credit should have earned a grade of B+ or above in previous courses in the subject area or have the permission of the instructor. UW does not request or verify student grade averages. The Teacher/School/District have the discretion in making exceptions to this requirement for students they believe could succeed in the UW course. Students must complete any prerequisite courses before enrolling in the UW course. Details are on the UWHS web site under “Who Can Enroll” (<https://www.uwhs.uw.edu/students-parents/who-can-enroll/>). School/District is responsible for ensuring that only eligible students, as described above, are provided the option to take a UW course for UW credit.
- 2.3 Courses.
  - (a) Courses offered in the high school through UWHS are official UW courses, and students in the courses are eligible to register to earn UW credit in addition to the high school credit awarded by the School/District. In accordance with state guidelines, the School/District must list the UW course title in the high school catalog and on the high school transcript for all students in the course, whether or not they are taking the course for UW credit.
  - (b) UW courses will be taught in rooms provided by the District and/or School during the academic year. Specific course dates will be determined by the District, which will communicate course plans to UWHS. UWHS will coordinate registration and other procedures.
  - (c) Specific to UW French, German, and Spanish courses, mixed-level courses are prohibited. All students in the classroom must be taking the same course and be at the same level of learning the language. For example, a FRENCH 103 course will include only students taking FRENCH 103 and will not simultaneously have students at a higher or lower level of French in the classroom at that time. The School/District may request an exception to this policy, and UW will review each request and promptly notify the School/District of approval or denial of that request.
  - (d) If a UW course in the high school must shift to hybrid or remote learning, in which part or all of the course instruction occurs without in-person, classroom-based instruction, the teacher will complete a course contingency approval form provided by UWHS. This form will outline the teacher’s plan for conducting the

course in this new format. The teacher will submit this to UWHS, and the form will then be routed to the appropriate, discipline-specific UW faculty for review and approval. If the UW faculty have concerns, the teacher will be contacted to revise their plan. If the plan is ultimately denied by faculty, the UW course will be cancelled for UW credit and fees paid by and for all UW-registered students will be fully refunded.

- (e) School or District may not combine within the same course section (i.e. all students in the classroom with the teacher) a UW course with another college's course offered by other "College in the High School" providers. The teacher is only teaching a UW course during that class period. If desired, School or District may partner with other colleges to offer other college courses in separate course sections, taught in different periods.
- (f) In some circumstances, UW faculty have approved co-delivery of a UW course alongside an Advanced Placement (AP) course, with the same teacher and students in the same classroom. Such a course would be indicated in the course catalog, transcript, and syllabus as both a UW and AP course. School or District personnel should contact UWHS to confirm which UW courses are approved by UW for co-delivery with an AP course and to ensure course compatibility and syllabus approval

#### 2.4 Teachers.

- (a) Teachers must be approved and trained by the appropriate UW academic departments to teach the specific UW course. The approved and trained teacher serves as the instructor of record and the primary instructor of the course. Other school personnel not approved and trained specifically for the UW course through UWHS cannot serve as graders, readers, or primary instructors of the UW course.
- (b) If a teacher is to serve as a mentor for a student teacher at any point during the UW course, the teacher must notify UWHS and outline the proposed role and responsibility of the student teacher. This proposal will be routed by UWHS to UW faculty for review and approval. The student teacher cannot perform duties in the UW course until the faculty approves of the proposed role and responsibility within that course.
- (c) Teachers must complete a program orientation and attend discipline-specific training before teaching the course. To remain active with the program, Teachers are required to attend discipline-specific training at UW at least every other year and teach a UW course with students registered for UW credit at least once every three years.
- (d) If a Teacher must take a leave of absence from teaching the UW course for longer than two weeks, or there is a change in which teacher is offering the UW course, the District must contact the UWHS office as soon as that information is known. The District is responsible for locating a qualified substitute teacher who meets the UW standards for teaching the course. While the goal is to ensure continuity of the UW credit offering, UWHS reserves the right to cancel the UW course for UW credit if the academic integrity of the course will not be maintained to UW standards.
- (e) Teachers must communicate with the UWHS liaison assigned to their UW course to arrange and host a classroom observation. Course observations and review of class materials by UW faculty may occur in-person at the school or through web conferencing or other online methods. After the observation, the UWHS observation report written by the UWHS liaison will be shared with the Teacher.
- (f) Other than the Teacher Honoraria below, District is responsible for payment of Teacher salary and benefits.

2.5 Teacher Honoraria. UW will pay \$400.00 per course to the Teachers for handling non-instructional program requirements (e.g. UW grade submission, student evaluations) as well as \$150.00 per day for teachers to attend UWHS discipline-specific training.

2.6 Maximum Enrollment. Total enrollment in any section of a course should not exceed 32 students. In accordance with UW policies for the following courses as taught on the UW campus, schools must make all reasonable attempts to not exceed these class sizes: Biology (24 students), Chinese (22), English (23), French (24), German (25), Japanese (22), and Spanish (25).

2.7 Maximum Number of English Sections. Maximum Number of English Sections. For UW English courses, it is recommended that UWHS instructors teach no more than two sections of UW English per semester or three sections

for year-long courses with each section capped at 23. It is required that UWHS instructors teach no more than three sections of UW English for semester-long or year-long courses, provided that the combined total number of students across the UWHS sections does not exceed 80.

- 2.8 Course Materials. UWHS will provide Teachers with tests, quizzes, and other materials routinely provided to instructors of the course on the UW campus. Specific to the UW course(s) they teach, teachers will use UW syllabi, texts, quizzes, tests, grading procedures and scales, and any other curricular materials as required by the appropriate UW departments. It will be the responsibility of the District or the individual students to purchase any required texts.
- 2.9 Course Syllabus. The teacher is required to develop their UW course syllabus, which is the official syllabus for the course in the high school, using the syllabus template provided by UWHS. The teacher is to submit their UW syllabus (and lab sequence, if required for any lab-based UW courses) to the UWHS office at least one week before the UW course begins. The UW syllabi are reviewed and approved by UW faculty overseeing the courses. The UW syllabus is to be distributed by the teacher in the beginning of the course to all students in the course, whether or not students intend to register for UW credit.
- 2.10 Disability Accommodations. For UW-registered students, any accommodations that have been approved at the high school must also be approved by the UW Disability Services Office. To make an accommodation request or obtain more information, students, parents, or school staff must contact the UW Disability Services Office. The UWHS office can provide details on this process.
- 2.11 UWHS Liaisons. UWHS will provide liaisons, appointed by the sponsoring UW academic departments, to visit the courses in-person in the school and/or through web conferencing, as well as to work with the teachers during the school year. These liaisons will have completed state and national background checks prior to visiting classrooms in the District.
- 2.12 Guest Speakers. On occasion and by request from the School/Teacher, additional guest speakers from UW may visit the School. The School is responsible for advising the guest speaker of any security or screening requirements prior to their school visit.
- 2.13 Evaluation. For every UW course, Teachers will assist in informing students about the online UW end-of-course evaluations, which are to be completed by students registered for UW credit. The evaluation results will be shared with the appropriate UW academic department and the Teacher.
- 2.14 Grades. Upon completion of courses, teachers will use the UW grade scale and UW grade policies to submit to the UW a numerical grade on the 4.0 scale for each student registered for UW credit. These are UW grades and must be calculated and reported solely in accordance with UW policy, independent of any school or district grade policies regarding high school grades reported for these UW courses on the high school transcripts. Should the District not adhere to these grading requirements for the UW grade, UW will cancel the course for UW credit and refund all student fees that were paid; no UW credit will be granted for the course. The UW grade and the high school grade that a student earns may not necessarily be equal, as these two grades may be calculated differently.
- 2.15 UW Credit. To comply with UW regulations governing the issuance of credit, students registering for UW credit will spend a minimum of 50 hours in the classroom and 100 hours doing outside homework for any five-credit course. These requirements are scaled for courses with fewer credits: 10 hours in the classroom and 20 hours doing outside homework per UW credit.
- 2.16 UW Transcript. Registered students establish an official and permanent UW transcript. The student's final grade or course status and any earned UW credits will be recorded on their UW transcript. Transfer of these credits will be determined by the college or university to which the student matriculates. Students are responsible for communicating with prospective institutions about transfer of UW credits.
- 2.17 High School Credit. District is responsible for all matters related to the high school credit and transcripts, including using UW course titles and the "College in the High School" course designation code (C), per Washington "College in the High School" rules and OSPI guidelines, for all students in the course, regardless of whether or not they are registered to earn UW credit. Per WAC 392-725, college courses are to be transcribed with the conversion rate of 5

quarter credits resulting in 1.0 high school credit, regardless of duration of course in the high school or whether or not a student registers to earn college credit.

- 2.18 Campus visits. If a School brings groups of students to the UW campus, supervision of those students is the School's responsibility.
- 2.19 Data Sharing. Upon request, District and UW may share and compare lists of their UWHS students for each course. For student data subject to FERPA, District and UW will be considered a "school official" with a "legitimate educational interest," as those terms are used in FERPA and its implementing regulations with respect to the other party's student data. Each party's use of the other party's student data will comply with FERPA and other state and federal laws regarding confidentiality and will be protected with the same care that the protecting party uses to protect its own student data, and in accordance with WA state data protection policies. In the event of an unauthorized disclosure of student data, the party in breach will a) promptly notify the other party of the unauthorized disclosure and take any requested actions to minimize the breach, and b) indemnify the other party against any and all costs related to the unauthorized disclosure of information, including the costs of any notification campaign required under WA State law.

### 3. Payment

- 3.1 Fees to Register. To enroll for UW credit, students will pay \$66 per UW credit, plus a \$45 registration fee. These fees are non-refundable, except the following situations: 1) a UW-registered student is no longer enrolled at the high school offering the UW course and so cannot complete the UW course, in which case the student or school submits a request to the UWHS office to drop/withdrawal with refund by the appropriate deadline or 2) the UW course is cancelled for UW credit by UWHS, in which case all fees paid for students registered in that course are refunded.
- 3.2 Payment by Student. These funds will be made payable to the UW at the time that students register and by the registration deadlines.
- 3.3 Payment by State Funding. In the event that District receives approval from the state for state funding for UW courses, the terms and conditions of Exhibit B pertaining to State Funding programs shall apply. Only students who formally choose to register for UW credit are to be registered through the third-party pay or state-funding process. The school or district is responsible for verifying and documenting this choice for all students the school or district is registering and paying on behalf of.
- 3.4 Payment by Third Party. The School or District may choose to collect funds from its students or pay on behalf of students via Purchase Order or other payment means at the rates in Section 3.2 above. If the School or District makes payment as a third party, the School or District must submit both the student registration information and method of payment by the registration deadlines. Please contact UWHS to confirm payment arrangements. Only students who formally choose to register for UW credit are to be registered through the third-party pay or state-funding process. The school or district is responsible for verifying and documenting this choice for all students the school or district is registering and paying on behalf of.

### 4. Program Administrators

- 4.1 UW Program Administrator. The UW Program Administrator for all issues related to UW's role in the delivery of the Program under this Agreement shall be:

Name: Tim Stetter

Title: Director, UW in the High School

Address: University of Washington, Box 359485, Seattle, WA 98195-3600

Telephone: 206-221-6223

E-mail: stetter@uw.edu

- 4.2 District Program Administrator. The District Program Administrator responsible for all issues related to District's role in the delivery of the Program under this Agreement shall be:

Superintendent Name: Lance Goodpaster

School District Address: 315 129TH ST S, Tacoma, WA 98444

Telephone: (253) 298-3000

E-mail: lgoodpaster@fpschools.org

## 5. Intellectual Property

- 5.1 Ownership and Control. UW owns or controls all intellectual property related to the Program and the UW courses.
- 5.2 No Transfer of Ownership. The Parties will not, by performance under this Agreement, obtain any ownership interest in copyright, trademark rights or any other proprietary rights or information of the other Party, its officers, inventors, employees, students, or agents.

## 6. Representation and Risk

- 6.1 Right to Enter Agreement. Each Party represents that it has the right to accept its respective obligations as set forth in this Agreement.
- 6.2 No Third-Party Obligations. Each Party represents, to the best of its knowledge, that it is under no obligation to any third party which could interfere with its own ability to enter into or perform its obligations under this Agreement.
- 6.3 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement will be deemed to create any association, partnership, joint venture, employment relationship, or agency relationship between District and UW with respect to the UW Program or otherwise.
- 6.4 Indemnification. The Parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omissions of their respective officers, employees, students, agents, or authorized subcontractor(s) in the performance of their duties under this Agreement. This indemnification clause will survive the expiration or termination of this Agreement.

## 7. Term & Termination

- 7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until September 30, 2023, unless sooner terminated in accordance with the provisions set forth in this Agreement.
- 7.2 Termination for Cause. If for any cause, one Party (the "Responsible Party") does not fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms and conditions herein, the other Party (the "Aggrieved Party") will give the Responsible Party written notice of such failure or violation. The Responsible Party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the Aggrieved Party to the other.

## 8. General

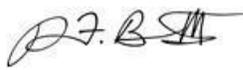
- 8.1 Severability. If any provision of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be in any way affected or impaired thereby.
- 8.2 Waiver of Breach. No omission or delay of either Party hereto in requiring due and punctual fulfillment of the obligations of the other Party hereto will be deemed to constitute a waiver by such Party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.

- 8.3 Amendments. No amendment or modification hereof will be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by duly authorized representatives of the Parties.
- 8.4 Exhibits. The Parties agree and acknowledge that all Exhibits referred to in this Agreement are incorporated in this Agreement by reference.
- 8.5 Assignment. This Agreement and the rights and benefits conferred by each Party upon the other Party hereunder may not be assigned, delegated, or transferred by either Party.
- 8.6 Force Majeure. In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of the non-performing Party, the non-performing Party will be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.
- 8.7 Headings. The headings of the several sections of this Agreement are inserted for convenience and reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.
- 8.8 Entire Understanding. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter of this Agreement.
- 8.9 Conflict Resolution. In the event of a dispute between the parties relating to the terms and conditions of this Agreement or the performance of the parties hereunder, the Parties shall first attempt to resolve the dispute by initiating a discussion in good faith between the contacts listed in Section 4. In the event the Parties are unable to resolve any such dispute within fifteen (15) business days (or other such time period to which both Parties agree), then the Parties shall seek to resolve the dispute by a Dispute Board as follows: The Parties to this Agreement shall each 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. 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.
- 8.10 Notices. Any notice or other communication required or permitted to be given by either Party shall be deemed to have been properly given and delivered, if delivered in writing to the respective parties and addresses set forth in Section 4, or to such other address as either party shall designate by written notice given to the other Party, on the dates as follows: (i) two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one business day after being sent via reputable nationwide overnight courier service guaranteeing next business day delivery, (iii) three business days after deposit in the United States Postal Service if sent by first class mail, properly addressed; or (iv) immediately after being sent by facsimile transmission and confirmed by prompt delivery of the hardcopy original.

IN WITNESS WHEREOF, UW and District have executed this Agreement, by their respective duly authorized officers, on the dates indicated below.

**Signature of UW:**

**Signature of District:**

By: 

By: \_\_\_\_\_

Rovy F. Branon, III, Vice Provost

Lance Goodpaster, Superintendent

University of Washington Continuum College

Franklin Pierce School District

**Date: September 1, 2022**

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

# Exhibit: A UWHS Program

## OFFERED COURSE(S)

### Franklin Pierce School District

### Franklin Pierce High School

UW Dept Name	Course	Term	Teacher
Mathematics	MATH 120	Autumn 2022	Monica Shoopman

**Exhibit B: State Funding through OSPI or WSAC**

In 2015, the WA Legislature passed ESSHB 1546, which provides state funding for student participation in “College in the High School.” Under that legislation, school districts may apply for funding through the Office of Superintendent of Public Instruction (OSPI). In 2019, the WA Legislature passed SSB 1973, which provides state funding for student participation in “College in the High School” and “Running Start” programs. Under that legislation, school districts may apply for funding through the Washington Student Achievement Council (WSAC). Approved districts will receive state funds for eligible students participating in a “College in the High School” program, with 100% of funding passed through to the college or university administering the program.

UW and District agree to the following additional terms to implement the state funding of students, sharing of student data, and payment of funds due UW. The terms of this Exhibit B shall apply only if District receives approval from the state for one of these state funding programs to cover fees for UW courses offered through the UWHS program.

- B.1 District represents that UW courses offered within the district have been selected for state funding. District is responsible for ensuring with OSPI the accuracy of UW courses eligible for state funding.
- B.2 District is responsible for record-keeping and verification of student eligibility for state funding for each student, and for notifying its UWHS students of any state requirements for eligibility for state funding.
- B.3 In the event that District incorrectly identifies a UWHS student as eligible for state funding to UW and that funding is later denied by the State and/or OSPI, District is responsible for payment of a per-credit fee equal to the state funding to UW.
- B.4 District is responsible for collecting, reviewing, tracking, and submitting registration materials for state-funded students in UWHS courses to UW according to posted registration deadlines for the UWHS program.
- B.5 Enrolled students who wish to drop a UW course must do so by following the process and deadlines on the UWHS website. The drop will be recorded on the student's UW transcript in accordance with UW policies.
- B.6 Students not eligible for state funding may register and self-pay for courses. School or District may also pay on behalf of students as a Third-Party Payer. The standard fees will apply, as stated in Section 3.2 of the Agreement.
- B.7 District and UW will share and compare lists of UWHS students and their funding status for each course at the conclusion of each registration period and the end of the course.
- B.8 District is responsible for timely communications with UW regarding state funding, and to follow all state policies and procedures for requesting, receiving, and transferring state funds to UW.
- B.9 The parties acknowledge that state funding is provided for students who are registered for a course with state funding, regardless of whether or not students later drop or withdraw from the course.
- B.10 District will promptly request funds from the state within thirty days of the end of the registration period for each course(s), and remit 100% of state funding received for students completing UW courses within thirty days of receipt of the funds from the state. UW will provide an invoice to facilitate payment.



## 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:** John Sander, Executive Director of Teaching and Learning Services  
**DATE:** September 13, 2022  
**SUBJECT:** 2022-2023 Agreement with PSESD Early Learning Program – ECEAP Contract #00017

### **BACKGROUND INFORMATION**

The Early Childhood Education and Assistance Program (ECEAP) is Washington's pre-kindergarten program serving at-risk three- and four-year-old children and their families. It provides children with preschool education, health services, intensive family support, and parent involvement and training. The ECEAP 2022-2023 Subaward Agreement with Puget Sound Educational Service District allows our district to function as a subcontractor allocated 104 student ECEAP slots.

### **RECOMMENDATION**

I move that the Board of Directors approve the Early Childhood Education and Assistance Program 2022-2023 Subaward Agreement between Puget Sound Educational Service District Early Learning Program and Franklin Pierce School District (Contract #00017).

### **ACTION REQUIRED**



**ECEAP 2022-2023  
SUBAWARD AGREEMENT BETWEEN**

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT  
EARLY LEARNING PROGRAM  
800 OAKESDALE AVE SW  
RENTON, WA 98057**

**AND**

**FRANKLIN PIERCE SCHOOL DISTRICT  
315 129TH ST S  
TACOMA, WA 98444-5044**

**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 comprehensive Early Childhood Education and Assistance Program (ECEAP) services, in accordance with this contract, all exhibits and attachments, PSESD's Early Learning Program Manual (ELPM), and Department of Children, Youth, and Families (DCYF) ECEAP Performance Standards.

**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, 2022, and be completed on or before June 30, 2023, unless terminated sooner as provided herein.

W.W.  
W.W.

**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**

Model	Slots
Funded Enrollment (Part Day)	104
Funded Enrollment (School Day)	0
Funded Enrollment (Working Day)	0
Funded Enrollment (Therapeutic Slots)	0
<b>Grand Total</b>	<b>104</b>

W.W.  
W.W.

Line Items	Funding
Operations	\$679,472.08
Parent Funds (\$50/slot)	\$5,200.00
Summer Services – School Day Slots	
Summer Services – Family Supp Slots	
Summer Recruitment & Enrollment Activities	\$13,887.00
<b>Grand Total</b>	<b>\$698,559.08</b>

W.W.  
W.W.

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 properly completed Reimbursement Claim Forms (“claim”) at least monthly, but not more than two times per month, no later than forty-five (45) days after the month’s end, except for August and final claims as described below.

**August** - To facilitate PSESD’s fiscal year-end deadlines, any claim for payment not already made, up to and including August, must be submitted within thirty (30) days after August month close, (8/31).

**Final** - Upon the expiration of this Contract, any claim for payment not already made shall be submitted to PSESD no later than forty-five (45) days following the expiration date of this Contract. The final claim shall certify that the Center has completed all requirements of this Contract and be marked as **“FINAL CLAIM.”**

**Scan and email to claims to:**  
elfiscal@psed.org

- 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 The deliverables outlined in the table below shall be submitted before or on the due date. Claims for expenses incurred after the due date will not be processed until the deliverable is submitted.
- 6.5 In the event that the Center does not complete and/or submit a deliverable outlined in this contract and DCYF holds PSESD's monthly voucher pending that deliverable, PSESD reserves the right to hold the Center's monthly claim until the deliverable is completed and/or submitted.

Deliverable	Due Date	Submission
Site Readiness and Safety Checklists	September 15 (full-year sites) Before classes start (part-year sites)	See Site Readiness and Safety Checklist Procedure in ELPM – ChildPlus
Active Supervision Plans	September 30	See Active Supervision Procedure in ELPM – ChildPlus & post in classroom
SADT Plan	September 15	ChildPlus
Inventory – Log and report new small & attractive items (electronics) with a unit cost of \$300 or more	Prior to Month Claim Submission	<u>ELPM</u>
BEFORE making equipment purchases of \$5,000 or greater	Complete Purchase Approval Form	<u>Fiscal Team</u>

**7 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**

Unique Entity ID: FRKVBMS2C77 <sup>W.W.</sup><sub>W.W.</sub>

Kristen A. Hillman  
Kristen A. Hillman (Sep 2, 2022 15:18 PDT)

Signature  
Principal

Kristen A. Hillman

Print

Sep 02, 2022

Date

Signature  
Superintendent

Print

Date

Signature

Print

Date

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT**

John P. Welch  
John P. Welch (Sep 2, 2022 10:25 PDT)

Signature  
Superintendent or Designee

John P. Welch

Print

Sep 02, 2022

Date

Kay Lancaster  
Kay Lancaster (Aug 30, 2022 14:01 PDT)

Signature  
Executive Director for Early Learning

Kay Lancaster

Print

Aug 30, 2022

Date

Talena Dixon, Director, ECEAP Program & Operations

**BUSINESS OFFICE USE ONLY:**

Account Code: 3400-27-7300-0623-2100-5127      \$663,631.13  
Account Code: 3400-98-7300-0623-2100-5198      \$34,927.95

Contract Number: 00017

<sup>W.W.</sup><sub>W.W.</sub>  
**Contract Total: \$698,559.08**

Audrey Ata  
Audrey Ata (Sep 2, 2022 00:05 PDT)

Signature  
Business Office Approval

Audrey Ata

Print

Sep 2, 2022

Date



# Franklin Pierce Schools

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

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 13, 2022  
**SUBJECT:** Interagency Agreement – Pierce County Sheriff School Resource Officer (SRO) Services

### **BACKGROUND INFORMATION**

Franklin Pierce Schools has one Pierce County Sheriff's Department school resource officer assigned for the 2022-2023 school year. This annual position cost is \$154,720.

2022-2023 Pierce County Sheriff's Department SRO rates include the following increases:

- 8% COLA for September - December 2022 (new deputies contract)
- 6% COLA for January - June 2022 (new deputies contract)
- 4 months of the workers comp increase to cover September - December (only 6 months of the increase was included in the 2021-2022 contract because the new rate went into effect in January 2022)

Also, of note for the rates:

- The district will not be charged for any fleet expenses including vehicles, maintenance, mileage, and fuel – which has considerably increased in costs over the past year.
- The district will not be charged for the time that the deputies spend in SRO training during the months of July and August, when they could otherwise be utilized in patrol.
- The district will continue to receive credits for time that the deputies are out (other than doing regular deputy training) and PCSD is unable to backfill; for Franklin Pierce in 2022 that included \$7,650 in credits.
- The district will continue to not be charged any overhead from the County, including the salary/benefits of the Sergeant who solely supervises the SRO deputies.

### **RECOMMENDATION**

I move that the Board of Directors approve the School Resource Officer Agreement between the Pierce County Sheriff's Department and Franklin Pierce Schools during the 2022-2023 school year.

### **ACTION REQUIRED**

**SCHOOL RESOURCE OFFICER AGREEMENT  
BETWEEN  
PIERCE COUNTY AND  
THE FRANKLIN PIERCE SCHOOL DISTRICT**

**THIS AGREEMENT** is made by and between the Pierce County, by and through the Pierce County Sheriff's Department, hereinafter referred to as "County", and the Franklin Pierce School District, hereinafter referred to as "District".

**RECITALS:**

- A The Franklin Pierce School District wishes to enter into an Agreement with the County for the services of 1 School Resource Officer (SRO).
- B Pierce County wishes to support safe school environments for children, parents, teachers, and school administrators.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Pierce County shall provide the District with the services of 1 SRO. The services provided by an SRO are described in Addendum A, attached (the "Service"). The SROs will remain employees of the County, subject to County's policies and procedures.
2. The delivery of such Service, the standards of performance, the discipline of officers, the control of County personnel, and other matters incidental to the performance of such services are described in Addendum A, attached. In the event of a dispute between the parties as to the extent of the services and functions to be rendered hereunder, or the minimum level, manner or performance of such service, the determination thereof made by the County shall be final and conclusive; provided, however, that the District may terminate the Agreement in the event that it is dissatisfied with the County's determination.
3. The County shall furnish and supply all labor, supervision, equipment, and supplies in furtherance of this Agreement.
4. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO performing the service provided hereunder. The County shall be responsible for any cost of overtime as authorized by the Sheriff's chain of command of the SRO. The District shall be responsible for any overtime requested by the school district for events or off-duty employment cost; and any overtime authorized by the District will be billed by the County to the District at the actual cost of overtime. Off-duty employment Agreements shall be between the District and SRO. Except as otherwise specified herein, the District shall not be liable for compensation for wages or indemnity to any County employee for injury or sickness arising out of his/her employment of this Agreement.
5. This Agreement shall be effective September 1, 2022 to June 30, 2023 (the "Initial Term"), at which time this Agreement shall terminate, unless renewed in accordance with the terms hereof. Provide further, that this Agreement shall automatically renew for successive terms of September 1 to June 30 ("Renewal Term"), unless the District or the County gives written notice to the other party of its intent not to renew and such notice is received by the other party not less than forty-five (45) days prior to the expiration of the Initial Term or the then-current Renewal Term (a "Non-Renewal

- Notice”). In the event a party provides a non-Renewal Notice, this agreement shall terminate with respect to the County on the last day of the Initial Term or the Renewal Term, as the case may be.
6. The District will reimburse the County for the services of 1 SRO for the days that the Service is actually provided (i) for the Initial Term in the amounts contained in the cost sheet provided by the County, a copy of which is attached hereto as Exhibit B, and thereafter (ii) for each Renewal Term in the amounts contained in the cost sheet applicable to the Renewal Term, a copy of which the County will provide to the District at least forty (45) days prior to commencement of each Renewal Term, provided that in the event County does not provide a cost sheet prior to commencement of any Renewal Term, the previous cost sheet will remain in full force and effect. The County will bill the district in ten monthly installments. The District acknowledges that the cost of Service set forth in the cost sheets described above is based on the actual cost of the SRO and the pro rata actual cost to the County.
  7. The County shall invoice said District by the 10<sup>th</sup> of each month for the Service provided for the previous month. The District shall pay the County within thirty (30) days after receipt of said invoice.
  8. The SRO will not be assigned to duties other than required Departmental training on days when school is in session. If such assignments are unavoidable, the County agrees to reimburse the District, at the SROs per diem rate, for the time missed.
  9. County will undertake all reasonable efforts to backfill absences.
  10. Credit shall be applied for any absence totaling one business day pertaining to special team training and call outs.
  11. Credits shall be applied after five consecutive days for absences pertaining to sick or vacation days.
  12. County will not charge overtime for operations and/or shift extensions. In the event additional backup is required, County will absorb costs.
  13. Supervision of the SRO and SRO Sergeant is the sole responsibility of the County.
  14. The School Resource Officer or any Pierce County Deputy is authorized to work any after school event that requires law enforcement presence as requested by the School District. The County shall be reimbursed for the Deputies overtime at the rate established by the School District and in conjunction with the Sheriff’s Department. The School District shall provide the details of the events, hours, dates and deputy assigned via the invoice and mailed to the Sheriff’s Department as previously described in this Agreement.
  15. This Agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the County of Pierce, include but not limited to, Pierce County Civil Service Rules.
  16. Either party may, in writing, request changes in this Agreement. Any and all modifications must be in writing, signed by each of the parties, and affixed to this Agreement.
  17. The County or the District may terminate the Agreement in whole or in part whenever the County or the District determines, in their sole individual discretion that such termination is in the best interests of the County or the District. An equitable adjustment in the Agreement price will be made so that the District pays only for those days of service actually provided. Termination of this Agreement by the County or District at any time during its term, whether for default or convenience, shall not constitute a breach of Agreement by the County or District. If a party intends to terminate this Agreement, such party shall give the other party thirty (30) days

- advance written notice.
18. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, in Pierce County. This Agreement shall be governed by the law of the State of Washington.
  19. Differences between the District and the County arising under and by virtue of the Agreement documents shall be brought to the attention of the County or District at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.
  20. Each of the Parties shall defend, indemnify, and hold the other Party, its elected officers, officials, employees harmless from any and all loss and expense, including but not limited to, claims, suite, judgments, settlements, attorney's fees and costs by reason of any and all claims, and demands upon the other party, its appointed or elected officials or employees for damages because of personal bodily injury, including death, at any time resulting from that party's negligent acts or omissions in the performance of this Agreement. No Party will be required to defend, indemnify, or hold the other Party harmless if the claim, suits, judgement, settlement, attorney's fees or costs for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, judgements, settlements, attorney's fees or costs result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each Party agrees that its obligations under this provision include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its appointed or elected officials or employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
  21. Except as set forth elsewhere, for all purposes under this Agreement, except service of process, notice shall be given by the County to the Superintendent of Schools, Franklin Pierce School District, 315 129<sup>th</sup> Street South, Tacoma, WA 98444. Notice shall be given by the District to the Pierce County Sheriff's Department, Chief of Staff, 930 Tacoma Ave. S., Tacoma, WA 98402. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
  22. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given without the invalid term, condition, or application. The terms and conditions of this Agreement are declared severable.
  23. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
  24. This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

**End of Agreement: Signature page immediately following.**



**PIERCE COUNTY SHERIFF'S DEPARTMENT  
SCHOOL RESOURCE OFFICER  
ADDENDUM A TO AGREEMENT**

**Duties of Pierce County Sheriff's Department**

1. Provide services in the form of School Resource Officers (SROs) to the District. The range of roles and responsibilities will include:
  - a. The provision of non-probationary commissioned Deputies.
  - b. The authority to investigate criminal conduct and act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school including, but not limited to, behaviors such as: trespassing, the possession and use of weapons on campus, and the illegal sale and/or distribution of controlled substances.
  - c. Fostering educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
  - d. Assisting schools in implementing effective research- based strategies to increase schoolsafety.
  - e. Being aware of and able to utilize community service contacts that can be helpful in solving problems that arise in the school setting.
  - f. Serving as the primary contact as a coordinator with other law enforcement personnel.
  
2. Provide services in the form of data collection:
  - a. The SRO, the SRO Sergeant, the County and the District will work together to ensure the proper data collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The data will be disaggregated by school, by offense type, race, gender, age and students who have individualized education program or plan developed under section 504 of the Federal Rehabilitation Act of 1973. Data collection shall be maintained by the County and provided to the District on a monthly basis or upon request to the Director of Safety Security and Emergency Management or upon request by the District.

**Selection of SROs**

1. County shall:
  - a. Select SROs who possess the desire and ability to work cooperatively with the site administrators, staff and students.
  - b. Select SROs who possess communication skills which would enable the officer to function effectively within the school environment.
  - c. Coordinate a meeting with the Director of Safety Security and Emergency Management or designee, the SRO supervisor(s) and the SRO to discuss expectations for both parties.
  - d. Require all SROs to attend and successfully complete all state mandated school resource officer training, as determined by the County.

### **Evaluation**

1. The SROs are employees of the County and not employees of the District. The County shall be solely responsible for control of its personnel, standards of performance, training, discipline and all other aspects of performance by the County's employees while performing services under this Agreement.
2. The Director of Safety Security and Emergency Management and/or the District's designee may provide the County Sergeant with performance comments and observations concerning the SRO (generally on an annual basis). The County's SRO Sergeant is solely responsible for the SROs performance appraisal. The building principal's and /or designee's comments will be taken into consideration and may or may not be included in the performance appraisal.

### **Communication**

1. The Superintendent or designee and the Pierce County Sheriff or designee shall communicate on a regular basis regarding the SRO program.
2. In the event that the District's Superintendent or designee has determined, following consultation with the Pierce County Sheriff or designee, that it is in the best interest of the District, the District shall communicate in writing to the Sheriff or designee a request to replace an SRO. The District will outline the reasons for the requested change. Absent Agreement by the parties to resolve a replacement for a given SRO, the SRO will be replaced within sixty (60) days of the request.

### **Duties of the SRO**

1. The purpose of the SRO is to:
  - a. Help protect life and property; of the citizens, students of the District, & the community.
  - b. Investigate violations of State and Local laws and ordinances on or near the school campus or involving students.
  - c. Make arrests when appropriate.
  - d. Engage in community-oriented policing.
  - e. Work in schools to build positive relationships with students and address crime and disorder problems, gangs, and drug activities affecting or occurring in or around K-12 schools.
  - f. Focus on keeping students out of the criminal justice system when possible.
  - g. Not attempt to impose criminal sanctions in matters that are more appropriately handled within the educational system.
2. The SROs shall report to their assigned school for regular school duty on a full-time basis of eight (8) hours on those days and during those hours school is in session.
3. The SROs supervisor, in consultation with the Director of Safety Security and Emergency Management, may assign the daily routine of the SRO, provided that the assignment does not conflict with County policies, guidelines, protocols, work rules and/or applicable collective bargaining Agreement.
4. Should the need arise for the SRO to arrest and detain individuals suspected of criminal activity, the SRO will attempt to remain on the school campus and another deputy dispatched to transport said individuals, if a Transport Deputy is available. The County, in its discretion, may

require the SROs to leave the school campus and transport the individuals.

5. Upon the request of the Director of Safety Security and Emergency Management, the SRO shall cooperate with the school's administrators in preparation for and participation in District administrative proceedings, including student suspension and/or expulsion hearings.
6. Time spent by SROs attending Juvenile Court and/or criminal cases arising from and/or out of their employment as SROs shall be considered as hours worked under this Agreement.
7. In the event of an emergency where one or more of the SROs are ordered by the Pierce County Sheriff's Department to leave their school duty station during normal duty hours as described above in order to perform other duties for the County the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the County shall be reduced by the number of hours of SRO service not provided to the District in the alternative, the hours shall be made up in a manner determined by mutual Agreement of the parties. This does not include occasional ancillary emergency response to incidents near the school or where the SRO is in close proximity and is available to assist and where there is no impact or disruption of service. It will not be the practice of the Sheriff's Department to, "order" SROs to respond.
8. In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the Pierce County Sheriff's Office and the Director of Safety Security and Emergency Management for the District. In the event an SRO is absent due to illness or disability for a period of more than five (5) consecutive work days, the Pierce County Sheriff's Department agrees to assign a substitute Deputy to assume and perform the duties of the SRO who is absent from work if so requested by the District. If a substitute Deputy is unavailable the County will provide a credit.
9. The parties understand and agree that the District has sole responsibility for the administration of student discipline. The parties recognize that trained SROs know when to informally interact with students to reinforce school rules and when to enforce the law.

#### **Duties of the District**

1. In each school to which SROs are assigned the District shall provide the following facilities and materials necessary to perform their duties:
  - a. Appropriate office supplies.
  - b. Keys and key card.
  - c. Access to private interview rooms.
  - d. A site-based portable radio to permit communications between staff and the SRO and to enable monitoring of staff/campus activities. In the event a site-based radio is not provided, it is the responsibility of the Principal to ensure that acceptable communication protocols are in place.
2. The District reserves the right to use its own security personnel for school business.
3. The District will confirm that each SRO assigned to the District has completed training on the 13 topics mandated under Washington State law RCW 28A.320.124 within 6 months of employment as an SRO.

**Finance**

The District agrees to reimburse the County for a period of five days for transition of new SRO assignments. The Agreement rate shall be prorated for this five-day assignment.

**2022/2023 Franklin Pierce School District  
Pierce County Sheriff Services**

<b>Function</b>	<b>Title</b>	<b>Number</b>	<b>Position Cost</b>	<b>Annual Cost</b>
School Resource Officer	Deputy	1	\$ 154,720	\$ 154,720
<b>Total:</b>		<b>1</b>		<b>\$ 154,720</b>



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Vicki Bates, Executive Director of Teaching and Learning Services  
**DATE:** September 13, 2022  
**SUBJECT:** Core Instructional Materials Approval - *Changemakers*

### **BACKGROUND INFORMATION**

On August 22, 2022, the Instructional Materials Committee reviewed and approved the following for submittal to the School Board:

Title: ***Changemakers: A Social Emotional Learning Curriculum (Elementary)***  
Publisher: **The Momentous Institute**  
Published: **2020**  
Authors: **Karen Thierry et al**

***Changemakers*** is aligned to 21st Century Skills and CASEL Standards, upon which the Washington State SEL standards are based. Washington state adopted Social Emotional Learning (SEL) standards and benchmarks in January of 2020. Implementation is a required part of the Comprehensive Sexual Health Education legislation for K-3 students and aligns with our district vision of enabling all students to thrive. This curriculum will be initially used to instruct students in the K-3 grade levels, with consideration for grades 4-5 as well.

Access for Board members to digital copies of the curriculum may be reached [here](#).

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This item is being presented for first reading.



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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Vicki Bates, Executive Director of Teaching and Learning Services  
**DATE:** September 13, 2022  
**SUBJECT:** Supplemental Instructional Materials Approval - *Lupa*

### BACKGROUND INFORMATION

On August 22, 2022, the Instructional Materials Committee reviewed and approved the following for submittal to the School Board:

Title: *Lupa*  
Publisher: **Radio Ambulante/Jiveworld**  
Published: **N/A (ongoing)**  
Authors: **Radio Ambulante**

*Lupa* is a supplemental listening resource for AP Spanish, Heritage Spanish, Spanish 5/6, consisting of 150 Spanish language podcasts on a variety of topics, representing speakers from a range of Spanish-speaking countries. *Lupa* is a highly engaging authentic resource used to assist students in deepening their mastery of Spanish. The app supports the American Council on the Teaching of Foreign Language (ACTFL) / Washington Association for Language Teaching (WAFLT) world readiness standards.

The resource may be reviewed online at: <https://radioambulante.org/en/education>

### RECOMMENDATION

None.

### ACTION REQUIRED

None. This item is being presented for first reading.



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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Vicki Bates, Executive Director of Teaching and Learning Services  
**DATE:** September 13, 2022  
**SUBJECT:** Supplemental Instructional Materials Approval – *4 Minute Mastery*

### **BACKGROUND INFORMATION**

On August 22, 2022, the Instructional Materials Committee reviewed and approved the following for submittal to the School Board:

Title: ***4 Minute Mastery***  
Publisher: **Northern Sound Press**  
Published: **2019**  
Authors: **Stuart Hunt**

***4 Minute Mastery*** is a supplemental music resource. The resource will be used on daily basis for large group instruction focused on sight reading of music. The daily practice using a sequenced program that increases in difficulty over time accelerates the music learning process. This resource teaches students independent learning strategies for their practice at home.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This item is being presented for first reading.



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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 13, 2022  
**SUBJECT:** Policy 3122: Excused and Unexcused Absences

### **BACKGROUND INFORMATION**

Board Policy 3122: Excused and Unexcused Absences is being updated to incorporate the temporary emergency rules related to synchronous and asynchronous attendance as permanent rules. Resulting from House Bill (HB) 1834, revisions also include expansive language around both physical and mental health excused absences. The new language not only acknowledges that mental health is part of health, but it also aids in the effort to destigmatize mental health in more settings.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy revision is being presented for first reading.

## EXCUSED AND UNEXCUSED ABSENCES

### Definition of Absence

#### Absence from in-person learning

WAC 392-401-015A states the definition of an absence:

1. A student is absent from in-person instruction when they are:
  - a. Not physically present on school grounds; and
  - b. Not participating in the following activities at an approved location:
    - i. Instruction; or
    - ii. Any instruction-related activity; or
    - iii. Any other district or school approved activity that is regulated by an instructional/academic accountability system, such as participation in district-sponsored sports.

#### Absence from ~~remote learning synchronous and asynchronous instruction~~

1. A student is absent from ~~remote learning synchronous and asynchronous instruction~~ when the student ~~is not participating in planned instructional activities on a scheduled remote learning day does not log in to the synchronous meeting/class.~~
2. A student is absent from asynchronous instruction when there is no evidence that the student accessed the planned asynchronous activity.
3. Evidence of student participation in ~~remote learning~~ asynchronous activities must occur daily, within a twenty-four-hour time frame of when the participation is planned or expected. may include, but is not limited to:
  - a. ~~Daily logins to learning management systems;~~
  - b. ~~Daily interactions with the teacher to acknowledge attendance (including messages, emails, phone calls or video chats); or~~
  - c. ~~Evidence of participation in a task or assignment.~~

#### Minimum Time for Being Considered Present

The district has authority to establish minimum thresholds similar to in-person attendance for the time in which a student must be logged in to be considered present. The superintendent will develop a consistent and equitable approach that is documented in the student handbook and communicated clearly to all students and families. Determining a threshold for when a student is present or absent should not be left to individual teachers.

#### Presence vs. Participation

Participation, such as turning video on and participating in discussion or chat, are not to be considered when determining if a student is present or not. These are examples of participation and should be considered distinct from attendance.

### **Absence from Asynchronous Instruction**

Similar to local determinations on what constitutes presence for synchronous online instruction, the superintendent will develop a consistent and equitable approach that establishes what constitutes “evidence of participation.” This approach will be documented in the student handbook and communicated clearly to all students and families. Determining what constitutes “evidence of participation” should not be left to individual teachers.

### **Tardies**

The district has the flexibility to determine what constitutes a tardy in synchronous online settings. The district differentiates a tardy from an absence (where the student does not attend at all) and will exclude tardies from any reports that tally absences for the purposes of filing a truancy petition.

### **Daily Attendance Taking**

The district will take daily attendance for all enrolled students whether the instructional modality is in-person, synchronous, or asynchronous. When instruction is synchronous online or asynchronous, secondary schools will take attendance daily in each course with planned instruction and elementary schools will take attendance at least twice a day.

### **Excused and Unexcused Absences**

Educators and administrators have a responsibility to monitor absences to determine if students and families need support. Students are expected to attend all assigned in-person classes each day or participate in all assigned remote instructional activities, except when there are necessary reasons for students to be absent. Upon enrollment and at the beginning of each school year, the district shall inform students and their parents/guardians of this expectation, the benefits of regular school attendance, the consequences of truancy, the role and responsibility of the district in regard to truancy, and resources available to assist the student and their parents/guardians in correcting truancy. The district will also make this information available online and will take reasonable steps to ensure parents/guardians can request and receive such information in languages in which they are fluent. Parents/guardians will be required to date and acknowledge review of this information online or in writing.

### **Excused Absences**

Regular school attendance is necessary for mastery of the educational program provided to students of the district. At times, students may be absent from class or not able to participate remotely. School staff will keep a record of absence and tardiness, including a record of excuse statements submitted by a parent/guardian, or in certain cases, students, to document a student’s excused absences. The following principles will govern the development and administration of attendance procedures within the district.

~~A. The following are valid excuses for absences:~~ Absences due to the following reasons are excused:

1. Physical health or mental health symptoms, illness, health condition, or medical appointment (including, but for the student or person for whom the student is legally responsible. Examples of symptoms, illness, health conditions, or medical appointments include, but are not limited to, medical, counseling, mental health wellness, dental, optometry, pregnancy, and behavioral health treatment (which can include in-patient or

out-patient treatment for chemical dependency or mental health) ~~for the student or person for whom the student is legally responsible;~~

2. Family emergency including, but not limited to, a death or illness in the family;
3. Religious or cultural purpose including observance of a religious or cultural holiday or participation in religious or cultural instruction;
4. Court, judicial proceeding, court-ordered activity, or jury service;
5. Post-secondary, technical school, or apprenticeship program visitation, or scholarship interview;
6. State-recognized search and rescue activities consistent with RCW 28A.225.055;
7. Absence directly related to the student's homeless or foster care/dependency status;
8. Absences related to deployment activities of a parent/guardian who is an active duty member consistent with RCW 28A.705.010;
9. Absences due to suspensions, expulsions or emergency expulsions imposed pursuant to Chapter 392-400 WAC if the student is not receiving educational services and is not enrolled in qualifying "course of study" activities as defined in WAC 392-121-107;
10. Absences due to student safety concerns, including absences related to threats, assaults, or bullying;
11. Absences due to a student's migrant status;
12. An approved activity that is consistent with district policy and is mutually agreed upon by the principal or designee and a parent/guardian, or emancipated youth;
13. Absences due to the student's lack of necessary instructional tools, including internet access or connectivity.

B. In the event of emergency school facility closure due to COVID-19, other communicable disease outbreak, natural disaster, or other event when districts are required to provide synchronous and asynchronous instruction, absences due to the following reasons are excused:

1. Absences related to the student's illness, health condition, or medical appointments due to COVID-19 or other communicable disease;
2. Absences related to caring for a family member who has an illness, health condition, or medical appointment due to COVID-19, other communicable disease, or other emergency health condition related to school facility closures;

3. Absences related to the student's family obligations during regularly scheduled school hours that are temporarily necessary because of school facility closures, until other arrangements can be made; and
4. Absences due to the student's parent's work schedule or other obligations during regularly scheduled school hours, until other arrangements can be made.
- ~~14. Absences related to the student's illness, health condition, or medical appointments due to COVID-19;~~
- ~~15. Absences related to caring for a family member who has an illness, health condition, or medical appointment due to COVID-19;~~
- ~~16. Absences related to the student's employment or other family obligations during regularly scheduled school hours that are temporarily necessary due to COVID-19 until other arrangements can be made, including placement in a more flexible education program;~~
- ~~17. Absences due to the student's parent's work schedule or other obligations during regularly scheduled school hours, until other arrangements can be made;~~
- ~~18. Absences due to the student's lack of necessary instructional tools, including internet broadband access or connectivity; and~~
- ~~19. Other COVID-19 related circumstances as determined between school and parent or emancipated youth.~~

The district may define additional categories or criteria for excused absences. A school principal or designee has the authority to determine if an absence meets theis policy according to the above criteria for an excused absence. ~~Districts may define additional categories or criteria for excused absences.~~

1. If an absence is excused, the student will be permitted to make up all missed assignments outside of class under reasonable conditions and time limits established by the appropriate teacher; where reasonable, if a student misses a participation-type class, they can request an alternative assignment that aligns with the learning goals of the activity missed.
2. An excused absence will be verified by a parent/guardian or an adult, emancipated, or appropriately aged student, or school authority responsible for the absence. If attendance is taken electronically, either for a course conducted online or for students physically within the district, an absence will default to unexcused until such time as an excused absence may be verified by a parent/guardian or other responsible adult. If a student is to be released for health care related to family planning or abortion, the student may require that the district keep the information confidential. Students thirteen and older have the right to keep information about drug, alcohol, or mental health treatment confidential. Students fourteen and older have the same confidentiality rights regarding HIV and sexually transmitted diseases.

3. Except as provided in subsection (2) of this section, in the event that a child in elementary school is required to attend school under RCW 28A.225.010 or 28A.225.015(1) and has five or more excused absences in a single month during the current school year, or ten or more excused absences in the current school year, the school district shall schedule a conference or conferences with the parent/guardian and child at a time reasonably convenient for all persons included for the purpose of identifying the barriers to the child's regular attendance, and the supports and resources that may be made available to the family so that the child is able to regularly attend school. To satisfy the requirements of this section, the conference must include at least one school district employee such as a nurse, counselor, social worker, teacher, or community human services provider, except in those instances regarding the attendance of a child who has an individualized education program or a plan developed under Section 504 of the Rehabilitation Act of 1973, in which case the reconvening of the team that created the program or plan is required.

This conference is not required if the school has received prior notice or a doctor's note has been provided and an academic plan put in place so that the child does not fall behind.

### Unexcused Absences

1. Any absence from school for the majority of hours or periods in an average school day is unexcused unless it meets one of the criteria above or in an administrative procedure for an excused absence.
2. ~~As a means of instilling values of responsibility and personal accountability, a student whose absence is not excused will experience the consequences of his/her absence.~~ A student's grade may be affected if a graded activity or assignment occurs during the period of time when the student is absent and that absence is not excused.
3. The school will notify a student's parent/guardian in writing or by telephone whenever the student has failed to attend school after one unexcused absence within any month during the current school year. The notification will include the potential consequences of additional unexcused absences. The school will make reasonable efforts to provide this information in a language the parent/guardian understands.
4. The school will hold a conference with the parent/guardian after three unexcused absences within any month during the current school year. The conference will analyze the causes of the student's absences and develop a plan that identifies student, school, and family commitments to reduce the student's absences from school. If the parent/guardian does not attend the conference, the school official may still hold the conference with the student. However, the school will notify the parent/guardian of the steps the district has decided to take to eliminate or reduce the student's absences.
5. Between the student's second and ~~fifth~~ seventh unexcused absence, the school must take the following data-informed steps:
  - a. Middle and high school students will be administered the Washington Assessment of the Risks and Needs of Students (WARNS) or other assessment.

- b. These steps must include, where appropriate, providing an available approved best practice or research-based intervention, or both, consistent with the WARNS profile or other assessment, if an assessment was applied, adjusting the child's school program or school or course assignment, providing more individualized or remedial instruction, providing appropriate vocational courses or work experience, referring the child to a community truancy board, requiring the child to attend an alternative school or program, or assisting the parent/guardian or child to obtain supplementary services that might eliminate or ameliorate the cause or causes for the absence from school.
- c. For any child with an existing individualized education plan or 504 plan, these steps must include the convening of the child's individualized education plan or 504 plan team, including a behavior specialist or mental health specialist where appropriate, to consider the reasons for the absences. If necessary, and if consent from the parent/guardian is given, a functional behavior assessment to explore the function of the absence behavior shall be conducted and a detailed behavior plan completed. Time should be allowed for the behavior plan to be initiated and data tracked to determine progress.

Not later than the student's fifth unexcused absence in a month, the district will enter into an agreement with the student and parents/guardians that establishes school attendance requirements, refer the student to a community truancy board, or file a petition and affidavit with the juvenile court alleging a violation of RCW 28A.225.010.

6. If such action is not successful, the district will file a petition and affidavit with the juvenile court alleging a violation of RCW 28A.225.010 by the parent/guardian, student, or parent/guardian and student no later than the seventh unexcused absence within any month during the current school year or upon the tenth unexcused absence during the current school year.

The superintendent will enforce the district's attendance policies and procedures. Because the full knowledge and cooperation of students and parents/guardians are necessary for the success of the policies and procedures, procedures will be disseminated broadly and made available to parents/guardians and students annually.

### **Unexcused Absences from Remote Learning**

~~Absences from remote learning must be marked as a "nontruancy remote learning absence" until October 4, 2020. Such absences shall not be marked as excused or unexcused. Beginning October 5, 2020, any absence from remote learning is unexcused unless it meets one of the criteria in WAC 392-401A-020.~~

### **Tardies and Disciplinary Actions**

1. Students shall not be absent if:
  - a. They have been suspended, expelled, or emergency expelled pursuant to Chapter 392-400 WAC;

- b. Are receiving educational services as required by RCW 28A.600.015 and Chapter 392-400 WAC; and
  - c. The student is enrolled in qualifying "course of study" activities as defined in WAC 392-121-107. Course of study activities do not include sending homework packets home.
2. A full day absence is when a student is absent for fifty percent or more of their scheduled day.
  3. A school or district shall not convert or combine tardies into absences that contribute to a truancy petition.

A student shall be considered absent if they are on school grounds but not in their assigned setting.

### **Tiered Response System for Student Absences**

WAC 392-401A-045 requires school districts to implement minimum requirements of a multitiered system of support for attendance to address barriers to student attendance, provide timely interventions and best practices to reduce chronic absenteeism and truancy. Multi-tiered systems of support include: School districts must implement a tiered response system to reduce chronic absenteeism and address barriers to student engagement in learning during the COVID epidemic. Tiered response systems under this section must include:

1. Monitoring daily attendance data for all students who are absent ~~from remote learning~~, whether excused or unexcused;
2. A process to contact families and verify current contact information for each enrolled student that includes multiple attempts and modalities in the parent's home language;
3. ~~Daily notification of absences to parents; Universal supports for all students and tiered interventions for students at-risk of and experiencing chronic absence. These differentiated supports include school and district attendance or engagement teams, connections to community resources, and community engagement boards; and~~
4. A process for outreach and reengagement for students who have withdrawn due to nonattendance and there is no evidence that the student is enrolled elsewhere. This outreach and reengagement process must include: ~~from the school to determine student needs, such as basic needs, connectivity and hardware, connection with health and social services as necessary;~~
  - a. A school and/or district point person/people to maintain the list, keep it updated, and coordinate the outreach;
  - b. School or district staff assigned to conduct the outreach and attempts at reengagement in coordination with community partners or other programs;

- c. Multiple methods of communication and outreach in a language or mode of communication that the parent understands including phone calls, texts, letters, and home visits;
  - d. Referral to community-based organizations;
  - e. Documentation of the attempts to reach student and family; and
  - f. Follow the required steps to address unexcused absences in chapter 28A.225 RCW, including early communication to parents, holding parent conferences and administering a truancy screener to understand the underlying reasons for the absences, and providing evidence-based or best practice interventions, even if the student has been withdrawn due to nonattendance.
- ~~5. Differentiated supports that address the barriers to attendance and participation that includes universal supports for all students and tiered interventions for students at-risk of and experiencing chronic absence; and~~
- ~~6. When feasible and appropriate, transitioning the students to full-time in-person learning or other program to accommodate the student's needs.~~

### **Students Dependent Pursuant to Chapter 13.34 RCW**

A school district representative or certificated staff member will review unexpected or excessive absences of a student who has been found dependent under the Juvenile Court Act with that student and adults involved with that student. Adults include the student's caseworker, educational liaison, attorney if one is appointed, parent/guardian, foster parent, and/or the person providing placement for the student. The review will take into consideration the cause of the absences, unplanned school transitions, periods of running from care, in-patient treatment, incarceration, school adjustment, educational gaps, psychosocial issues, and the student's unavoidable appointments that occur during the school day. The representative or staff member must proactively support the student's management of their school work.

### **Migrant Students**

The district, parent/guardian, and student are encouraged to work to create an Extended Absence Agreement with the school to decrease the risk of an adverse effect on the student's educational progress.

Legal References:	Chapter 28A.225 RCW RCW 13.34.300	Compulsory school attendance and admission Relevance of failure to cause juvenile to attend school to neglect petition
	Chapter 392-401A WAC	Statewide definition of absence, <u>excused and unexcused for the 2020-21 school year</u>

**Adoption Date: 6/27/89**

**Franklin Pierce Schools**

**Revised: 10/10/95; 11/18/08; 3/13/12; 5/14/13; 12/8/15; 12/12/17; 03/10/20; 11/10/20; 10/11/22**

**Classification: Essential**



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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Claudia Miller, Director of Family and Community Partnerships  
**DATE:** September 13, 2022  
**SUBJECT:** Policy 4218: Language Access

### **BACKGROUND INFORMATION**

Franklin Pierce Schools is committed to honoring the rich linguistic diversity of our community, improving meaningful, two-way communication with all stakeholders and promoting access to district programs, services, and activities for students and their parents and families. We recognize that families may prefer to access information in a range of languages that best represent their culture, experiences, skills, and knowledge. New Board Policy 4218 reflects our commitment to equitable access for all students, parents and families, and ensures that we are in compliance with HB 1153 (2021-2022) around increasing language access in public schools. Board Policy 4218 and Procedure 4218P provide an operational framework to identify families' language preferences and offer meaningful interpretation services, translation services, and dedicated staff support to enhance capacity for language resource services among parents and families.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy is being presented for first reading.

## LANGUAGE ACCESS

The Board of Directors is committed to honoring the rich linguistic diversity of our community, improving meaningful, two-way communication with all stakeholders and promoting access to district programs, services, and activities for students and their parents and families. The Board recognizes that families may prefer to access information in a range of languages that best represent their culture, experiences, skills, and knowledge. It is crucial that the district communicate with families in their preferred language and to do so free of charge. To that end and as required by law, the district will develop and adopt a plan for implementing and maintaining a language access program that is culturally responsive, provides opportunities for systematic family engagement developed through meaningful stakeholder engagement, and is tailored to the preferred language of students and families.

At a minimum, the district's plan for a language access program will adhere to the principles of an effective language access program for culturally responsive, systematic family engagement, which are:

- Accessibility and equity. This means that schools provide access to all; two-way communication is a priority and is woven into the design of all programs and services.
- Accountability and transparency. This means that the language access program and decision-making processes at all levels are: open, accessible, and usable to families; readily available; continuously improved based on ongoing feedback from families and staff; and regulated by a clear and just complaint process.
- Responsive culture. This means that schools are safe, compassionate places where each family's opinions are heard, needs are met, and contributions are valued. School staff are humble and empathetic towards families.
- Focus on relationships. This means that schools seek to understand families without judgment on an individual level, building trust through respectful relationships that recognize the unique strengths that each family and student possesses.

The district will implement its Language Access Program by the 2023-2024 school year.

### **Outreach and Identification among Families with Diverse Language Preferences**

The district will accurately and in a timely manner identify the preferred language of parents/family members and provide them information in their preferred language regarding the language service resources available within the district.

## **Oral Interpretation**

The district will take reasonable steps to communicate with parents/family members in their preferred language including competent oral interpretation of materials or information about any program, service, and activity and to facilitate any interaction with district staff significant to the student's education. The district will provide such services upon request and/or when it may be reasonably anticipated by district staff that such services will be necessary including but not limited to conferences, parent nights, enrollment appointments, discipline and attendance meetings, and policy meetings.

## **Written Translation**

The district will provide a written translation of vital documents in the preferred language of families for groups that constitute at least 5 percent of the district's total parent population or 1000 persons, whichever is less. For purposes of this policy, vital documents include, but are not limited to, those related to:

- Registration, enrollment, application, and selection;
- Calendars, academic standards and student performance;
- Safety, discipline, and conduct expectations;
- Special education and related services, Section 504 information, Individualized Education Program (IEP) meetings and McKinney Vento and Foster Care services;
- Policies and procedures related to school attendance;
- Requests for parent permission in activities or programs;
- Information about transportation, meals and technology resources;
- Opportunities for students or families to access school activities, programs, and services;
- Student/parent handbook;
- The district's language access plan and program and related services or resources available;
- School closure information; and
- Any other documents notifying parents of their rights under applicable state laws and/or containing information or forms related to consent or filing complaints under federal law, state law, or district policy.

If the district is unable to translate a vital document due to resource limitations or if a small number of families require the information in a language other than English such that document translation is unreasonable, the district will still provide the information to parents in a language they prefer through competent oral interpretation.

## Staff

The superintendent will designate a staff member to serve as the language access coordinator/liaison, who will monitor and facilitate compliance with state and federal laws related to language access and family engagement. The language access coordinator/liaison's name and contact information will be widely shared so parents, school staff, and community members may contact them to inquire about language access services.

All school administrators, particularly those who have the most interaction with the public, such as registrars and enrollment staff, certificated staff, and other appropriate staff as determined by the language access coordinator/liaison, will receive guidance on meaningful communication with parents/family members in their preferred language, best practices for working with an interpreter, how to access an interpreter or translation services in a timely manner, language services available within the district and other information deemed necessary by the language access coordinator/liaison to effectuate the language access plan and program.

Appropriate district staff, as determined by the language access coordinator/liaison, will also receive guidance on the interaction between this policy and the district's policy on effective communication with students, families, and community members with disabilities.

## Review and Update

The Board will periodically review, evaluate, and further update this policy and its associated procedure based on pertinent data, including the data collected according to the accompanying procedure. This review will also include community feedback collected according to this policy and procedure and with opportunity for participation from the school community, including school personnel, students, parents, families, and the community members.

The Board will annually review the district's spending on language access services and consider whether budget adjustments are needed to effectively engage with families who would benefit from language access services.

The district will provide effective communication for students' families who are deaf, deaf and blind, blind, hard of hearing, or need other communication assistance according to 4217 – Effective Communication.

Legal References: Chapter 28A.155 RCW Special Education  
Chapter 28A.642 RCW Discrimination prohibition  
Chapter 49.60 RCW Discrimination – Human Rights Commission  
Chapter 392-400 WAC Pupils  
WAC 392-400-215 Student rights

Title VI of the Civil Rights Act of 1964

**Adoption Date: 10/11/22**  
**Franklin Pierce Schools**  
**Revised:**  
**Classification: Essential**



## Franklin Pierce Schools

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[www.fpschools.org](http://www.fpschools.org)

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 13, 2022  
**SUBJECT:** Procedure 3122P: Excused and Unexcused Absences

### BACKGROUND INFORMATION

Board Procedure 3122P: Excused and Unexcused Absences is being updated as a result of House Bill (HB) 1834. Revisions remove references to “remote learning” and replaces with “synchronous or asynchronous instruction”, as appropriate. Reasons for excused absences include both physical and mental health related absences. The new language not only acknowledges that mental health is part of health, but it also aids in the effort to destigmatize mental health in more settings.

### RECOMMENDATION

None.

### ACTION REQUIRED

None. This is an information item only.

## EXCUSED AND UNEXCUSED ABSENCES

Students are expected to attend all assigned classes each day. School staff will keep a record of absence and tardiness, including a call log and/or a record of excuse statements submitted by a parent/guardian or, in certain cases, students, to document a student's excused absences. Assignments and/or activities not completed because of an excused absence or tardiness may be made up in the manner provided by the teacher.

### Excused Absences

Assignments and/or activities not completed because of an excused absence or tardiness may be made up in the manner provided by the teacher. The following are valid excused for absences and tardiness.

#### Absences due to:

1. Physical health or mental health symptoms, illness, health condition or medical appointment for the student or person for whom the student is legally responsible. Examples of symptoms, illness, health conditions, or medical appointments include, but are not limited to, medical, counseling, mental health wellness, dental, optometry, pregnancy, and behavioral health treatment (which can include in-patient or out-patient treatment for chemical dependency or mental health);
2. Family emergency including, but not limited to, a death or illness in the family;
3. Religious or cultural purpose including observance of a religious or cultural holiday or participation in religious or cultural instruction;
4. Court, judicial proceeding, court-ordered activity, or jury service;
5. Post-secondary, technical school or apprenticeship program visitation, or scholarship interview;
6. State-recognized search and rescue activities consistent with RCW 28A.225.055;
7. Absence directly related to the student's homeless or foster care/dependency status;
8. Absences related to deployment activities of a parent or legal guardian who is an active duty member consistent with RCW 28A.705.010;
9. Absences due to suspensions, expulsions or emergency expulsions imposed pursuant to chapter 392-400 WAC if the student is not receiving educational services and is not enrolled in qualifying "course of study" activities as defined in WAC 392-121-107;
10. Absences due to student safety concerns, including absences related to threats, assaults, or bullying;
11. Absences due to a student's migrant status; and

12. An approved activity that is consistent with district policy and is mutually agreed upon by the principal or designee and a parent, guardian, or emancipated youth; and
13. Absences due to the student's lack of necessary instructional tools, including internet access or connectivity.

In the event of emergency school facility closure due to COVID-19, other communicable disease outbreak, natural disaster, or other event when districts are required to provide synchronous and asynchronous instruction, absences due to the following reasons are excused:

1. Absences related to the student's illness, health condition, or medical appointments due to COVID-19 or other communicable disease;
2. Absences related to caring for a family member who has an illness, health condition, or medical appointment due to COVID-19, other communicable disease, or other emergency health condition related to school facility closures;
3. Absences related to the student's family obligations during regularly scheduled school hours that are temporarily necessary because of school facility closures, until other arrangements can be made; and
4. Absences due to the student's parent's work schedule or other obligations during regularly scheduled school hours, until other arrangements can be made.

A school principal or designee has the authority to determine if an absence meets the above criteria for an excused absence.

~~The following are valid excuses for absences and tardiness:~~

- ~~a. Illness, health condition or medical appointment (including, but not limited to, medical, counseling, dental, optometry, pregnancy, and in-patient or out-patient treatment for chemical dependency or mental health) for the student or person for whom the student is legally responsible;~~
- ~~b. Family emergency including, but not limited to, a death or illness in the family;~~
- ~~c. Religious or cultural purpose including observance of a religious or cultural holiday or participation in religious or cultural instruction;~~
- ~~d. Court, judicial proceeding, court-ordered activity, or serving on a jury;~~
- ~~e. Post-secondary, technical school, or apprenticeship program visitation, or scholarship interview;~~
- ~~f. State recognized search and rescue activities consistent with RCW 28A.225.055;~~
- ~~g. Absences directly related to the student's homeless or foster care/dependency status;~~
- ~~h. Absences related to deployment activities of a parent or legal guardian who is an active duty member consistent with RCW 28A.705.010;~~

- ~~i. Absences due to suspensions, expulsions or emergency expulsions imposed pursuant to chapter 392-400 WAC if the student is not receiving educational services and is not enrolled in qualifying "course of study" activities as defined in WAC 392-121-107;~~
- ~~j. Absences due to student safety concerns, including absences related to threats, assaults, or bullying;~~
- ~~k. Absences due to a student's migrant status;~~
- ~~l. Absences related to the student's illness, health condition, or medical appointments due to COVID-19;~~
- ~~m. Absences related to caring for a family member who has an illness, health condition, or medical appointment due to COVID-19;~~
- ~~n. Absences related to the student's employment or other family obligations during regularly scheduled school hours that are temporarily necessary due to COVID-19 until other arrangements can be made, including placement in a more flexible education program;~~
- ~~o. Absences due to the student's parent's work schedule or other obligations during regularly scheduled school hours, until other arrangements can be made;~~
- ~~p. Absences due to the student's lack of necessary instructional tools, including internet broadband access or connectivity; and~~
- ~~q. Other COVID-19 related circumstances as determined between school and parent or emancipated youth.~~

**Absence Notification.** When possible, the parent/guardian is expected to notify the school office on the morning of the absence by phone, e-mail, or written note, and to provide the excuse for the absence. If no excuse is provided with the notification, or no notification is provided, the parent/guardian will submit an excuse via phone, e-mail, or written note upon the student's return to school. Adult students (those over eighteen) and emancipated students (those over sixteen who have been emancipated by court action) will notify the school office of their absences with a note of explanation. Students fourteen years old or older who are absent from school due to testing or treatment for a sexually transmitted disease will notify the school of their absence with a note of explanation, which will be kept confidential. Students thirteen years and older may do the same for mental health, drug, or alcohol treatment; and all students have that right for family planning and abortion.

A parent/guardian may request that a student be excused from attending school in observance of a religious holiday. In addition, a student, upon the request of his/her parent/guardian, may be excused for a portion of a school day to participate in religious instruction provided such is not conducted on school property. A student will be allowed one makeup day for each day of absence.

**Absence for parental-approved activities.** This category of absence will be counted as excused for purposes agreed to by the principal and the parent/guardian. An absence may not be approved if it causes a serious adverse effect on the student's educational progress. The

student may not be able to achieve the objectives of the unit of instruction as a result of absence from class. In such a case, a parent or guardian-approved absence would have an adverse effect on the student's educational progress, including the grade for the course. A student, upon the request of his/her parent/guardian, may be excused for a portion of a school day to participate in religious instruction provided such is not conducted on school property or otherwise involves the school to any degree.

**Absence resulting from disciplinary actions or short-term suspension.** As required by law, students who are removed from a class or classes as a disciplinary measure or students who have been placed on short-term or long-term suspension will have the right to make up assignments or exams missed during the time they were denied entry to the classroom if the effect of the missed assignments will be a substantial lowering of the course grade.

**Extended illness or health condition.** If a student is confined to home or hospital for an extended period, the school will arrange for the accomplishment of assignments at the place of confinement whenever practical. If the student is unable to do his/her schoolwork, or if there are major requirements of a particular course which cannot be accomplished outside of class, the student may be required to take an incomplete or withdraw from the class without penalty.

**Excused absence for chronic health condition.** Students with a chronic health condition that interrupts regular attendance may qualify for placement in a limited attendance and participation program. The student and his/her parent/guardian will apply to the principal or counselor, and a limited program will be written following the advice and recommendations of the student's medical advisor. The recommended limited program will be approved by the principal. Staff will be informed of the student's needs, though the confidentiality of medical information will be respected at the parent's/guardian's request.

### **Required Conference for Elementary School Students**

If an elementary school student has **five or more excused absences in a single month** during the current school year, or ten or more excused absences in the current school year, the district will schedule a conference with the student and their parent(s)/guardians(s) at a reasonably convenient time. The conference is intended to identify barriers to the student's regular attendance and to identify supports and resources so the student may regularly attend school.

The conference must include at least one school district employee, preferably a nurse, counselor, social worker, teacher, or community human service provider, and may occur on the same day as the scheduled parent-teacher conference, provided it takes place within thirty days of the absences. If the student has an Individualized Education Program (IEP) or a Section 504 Plan, the team that created that program must reconvene. A conference is not required if prior notice of the excused absences was provided to the district or if a doctor's note has been provided and a plan is in place to ensure the student will not fall behind in their coursework.

### **Tiered Response System for Students Absent from Remote Learning**

Students who are marked absent from remote learning will receive interventions and services consistent with the tiered response system for student absences implemented by the district pursuant to WAC 392-401A-045. Under the tiered response system, the district will:

- Monitor daily attendance data for all students who are absent from remote learning, whether excused or unexcused;
- Make multiple attempts to contact the families regarding student absences using multiple modalities and in the parent's home language;
- Provide daily notification of absences to parents;
- Provide outreach from the student's school to determine student needs, such as basic needs, connectivity and hardware, connection with health and social services as necessary;
- Provide differentiated supports to students that address the barriers to attendance and participation, including universal supports for all students and tiered interventions for students at-risk of and experiencing chronic absence; and
- When feasible and appropriate, transition students to full-time in-person learning or other program to accommodate the student's needs.

### **Unexcused Absences**

An "unexcused absence" means that a student has failed to attend the majority of hours or periods in an average school day, has failed to comply with a more restrictive school district policy on absences, or has failed to comply with alternative learning experience program attendance requirements.

Unexcused absences occur when:

1. The parent, guardian, or adult student submits an excuse that does not meet the definition of an excused absence as defined above; or
2. The parent, guardian, or adult student fails to submit any type of excuse statement, whether by phone, e-mail, or in writing, for an absence.

### **Unexcused Absences from Remote Learning**

~~Absences from remote learning must be marked as a "non-truancy remote learning absence" until October 4, 2020. Such absences shall not be marked as excused or unexcused. Beginning October 5, 2020, any absence from remote learning is unexcused unless it meets one of the criteria in WAC 392-401A-020.~~

**Each unexcused absence within any month of the current school year** will be followed by a letter or phone call to the parent/guardian informing them of the consequences of additional unexcused absences. The school will make reasonable efforts to provide this information in a language in which that parent/guardian is fluent. A student's grade will not be affected if no graded activity is missed during such an absence.

**After three unexcused absences within any month of the current school year**, the school will hold a conference with the principal, student, and parent/guardian to analyze the causes of the student's absenteeism. If a regularly scheduled parent-teacher conference is scheduled to

take place within thirty days of the third unexcused absence, the district may schedule the attendance conference on the same day. If the parent/guardian does not attend the scheduled conference, the school may hold the conference with the student and principal/designee. However, the school will notify the parent/guardian of the steps to eliminate or reduce the student's absences.

**At some point after the second and before the fifth unexcused absence**, the district will take data-informed steps to eliminate or reduce the student's absences. In middle school and high school, these steps will include application of the Washington Assessment of the Risks and Needs of Students (WARNS) or other assessment by the district's designated employee.

For any student with an existing Individualized Education Program (IEP) or Section 504 Plan, these steps will include convening the student's IEP team or Section 504 team, including a behavior specialist or mental health specialist where appropriate, to consider the reasons for the student's absences. If necessary, and if the student's parent/guardian gives consent, the district will conduct a functional behavior assessment and will complete a detailed behavior plan to explore the function of the absence behavior.

For any student who does not have an IEP or Section 504 Plan, but who is reasonably believed to have a mental or physical disability or impairment, these steps will include informing the student's parent/guardian of the right to obtain an appropriate evaluation at no cost to the parent/guardian to determine whether the student has a disability or impairment and needs accommodations, special education services, or related services. This includes students with suspected emotional or behavioral disabilities. If the school obtains consent to conduct an evaluation, time should be allowed for the evaluation to be completed, and if the student is found to be eligible for accommodations, special education services, or related services, a plan will be developed to address the student's needs.

The district will designate a staff member to apply WARNS or other assessment and, where appropriate, provide the student with best practice or research-based interventions consistent with WARNS. As appropriate, the district will also consider:

- Adjusting the student's course assignments;
- Providing the student more individualized instruction;
- Providing appropriate vocational courses or work experience;
- Requiring the student to attend an alternative school or program;
- Assisting the parent/guardian or student to obtain supplementary services; or
- Referring the student to a community engagement ~~truancy~~ board.

## Transfers

In the case of a student who transfers from one district to another during the school year, the sending district will provide to the receiving district, together with a copy of the WARNS assessment or other assessment and any interventions previously provided to the student, the most recent truancy information for that student. The information will include the online or written acknowledgement by the parent/guardian and student. The sending district will use the standard choice transfer form for releasing a student to a nonresident school district for the purposes of accessing an alternative learning experience program.

**Not later than a student's fifth unexcused absence in a month**, the district will:

1. Enter into an agreement with the student and parent/guardian that establishes school attendance requirements;
2. Refer the student to a community truancy board; or
3. File a petition to juvenile court (see below).

### **Community Truancy Board**

A "community truancy board" means a board established pursuant to a memorandum of understanding (MOU) between a juvenile court and the school district and composed of members of the local community in which the student attends school. The district will enter into an MOU with the juvenile court in Pierce County to establish a community truancy board prior to the 2017-2018 school year.

The district will designate and identify to the juvenile court (and update as necessary) and to the Office of the Superintendent of Public Instruction a staff member to coordinate district efforts to address excessive absenteeism and truancy, including outreach and conferences, coordinating the MOU, establishing protocols and procedures with the court, coordinating trainings, and sharing evidence-based and culturally appropriate promising practices. The district will also identify a person within each school to serve as a contact regarding excessive absenteeism and truancy and assisting in the recruitment of community truancy board members.

Not later than a student's **seventh unexcused absence within any month during the current school year, or a tenth unexcused absence during the current school year**, if the district's attempts to substantially reduce a student's absences have not been successful and if the student is under the age of seventeen, the district will file a petition and supporting affidavit for a civil action in juvenile court.

### **Petition to Juvenile Court**

The petition will contain the following:

1. A statement that the student has unexcused absences in the current school year. *While petitions must be filed if the student has seven or more unexcused absences within any month, or ten or more unexcused absences in the current school year, a petition may be filed earlier. Unexcused absences accumulated in another school or school district will be counted when preparing the petition;*
2. An attestation that actions taken by the school district have not been successful in substantially reducing the student's absences from school;
3. A statement that court intervention and supervision are necessary to assist the school district to reduce the student's absences from school;
4. A statement that RCW 28A.225.010 has been violated by the parent/guardian, student, or parent/guardian and student;

5. The student's name, date of birth, school, address, gender, race, and ethnicity; and the names and addresses of the student's parents/guardians, whether the student and parent/guardian are fluent in English, whether there is an existing Individual Education Program (IEP), and the student's current academic status in school;
6. A list of all interventions that have been attempted, a copy of any previous truancy assessment completed by the student's current school district, the history of approved best practices intervention or research-based intervention(s) previously provided to the student by the district, and a copy of the most recent truancy information document provided to the parent/guardian; and
7. Facts that support the above allegations.

Petitions may be served by certified mail, return receipt requested, but if such service is unsuccessful, personal service is required. At the district's choice, it may be represented by a person who is not an attorney at hearings related to truancy petitions.

If the allegations in the petition are established by a preponderance of the evidence, the court shall grant the petition and enter an order assuming jurisdiction to intervene for a period of time determined by the court, after considering the facts alleged in the petition and the circumstances of the student, to most likely cause the student to return to and remain in school while the student is subject to the court's jurisdiction.

If the court assumes jurisdiction, the school district will periodically report to the court any additional unexcused absences by the student, actions taken by the school district, and an update on the student's academic status in school at a schedule specified by the court. The first report must be received no later than three (3) months from the date that the court assumes jurisdiction.

All sanctions imposed for failure to comply with the attendance policies and procedures will be implemented in conformance with state and district regulations regarding discipline or corrective action (See FPS Policy 3241: Student Discipline).

Date: 9/22/95

Revised: 8/18/98; 10/14/08; 2/14/12; 12/11/12; 4/9/13; 11/10/15; 11/14/17; 3/10/20; 11/10/20; 10/11/22



# Franklin Pierce Schools

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** September 13, 2022  
**SUBJECT:** Procedure 3205P: Sexual Harassment of Students Prohibited

### **BACKGROUND INFORMATION**

Board Procedure 3205P: Sexual Harassment of Students Prohibited is being updated to be consistent with federal and state regulations which require that the decision-maker on an appeal not be an individual that was involved with the initial complaint. The revisions to this procedure remove specific language to provide greater flexibility for selecting the decision-maker for a Level Two Appeal.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This is an information item only.

## SEXUAL HARASSMENT OF STUDENTS PROHIBITED

The procedure is intended to set forth the requirements of Policy 3205, including the process for a prompt, thorough, and equitable investigation of allegations of sexual harassment and the need to take appropriate steps to resolve such situations. If sexual harassment is found to have created a hostile environment, staff must take immediate action to eliminate the harassment, prevent its reoccurrence, and address its effects.

This procedure applies to sexual harassment (including sexual violence) targeted at students carried out by other students, employees, or third parties involved in school district activities. Because students can experience the continuing effects of off-campus harassment in the educational setting, the district will consider the effects of off-campus conduct when evaluating whether there is a hostile environment on campus. The district has jurisdiction over these complaints pursuant to Title IX of the Education Amendments of 1972, Chapter 28A.640, RCW and Chapter 392-190 WAC.

### **Title IX Coordinator, Investigator, and Decision-maker**

**The district will designate and authorize one employee to act as “Title IX Coordinator” to coordinate the district’s state and federal sex discrimination and sexual harassment regulation compliance efforts.** The decision-maker who reaches the final determination of responsibility for alleged Title IX sexual harassment will be the superintendent or designee. The decision-maker cannot be the same person who serves as the Title IX Coordinator or the investigator of the Title IX complaint.

The Title IX Coordinator’s name, title, office address, telephone number, and email address must be available on the district website; in handbooks/catalogs that are made available to staff, students, and parents; and in the district’s nondiscrimination statement.

Any individual designated as Title IX Coordinator, an investigator, or decision-maker, and any person who facilitates an informal resolution process must not have a conflict of interest or bias for or against the individual(s) who made the complaint (“complainant(s)”) or the individual(s) reported to be the perpetrator of the conduct that could constitute sexual harassment (“respondent(s)”) in general or individually, and must receive training on the following:

- The definition of sexual harassment under Title IX and state law;
- The scope of the district’s education program or activity;
- How to conduct an investigation and grievance process and informal resolution process;
- How to serve impartially;
- Their responsibilities Chapter WAC 392-190 WAC; and
- How to raise awareness of and eliminate bias based on sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal.

District investigators must also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

District decision-makers must also receive training on any technology to be used during hearings if the district provides for a hearing, and on issues of relevance of questions and evidence, including the requirement that questions and evidence about a complainant's sexual predisposition or prior sexual conduct are not relevant unless 1) such questions and evidence is offered to prove that someone other than the respondent committed the alleged conduct or 2) questions and evidence concerning specific incidents of the complainant's prior sexual behavior with respect to the respondent is offered to prove consent.

Any training materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of complaints. The district shall maintain for a period of seven years records of any informal resolution and the result; and all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

The District will make available on its website at least the following information:

1. The Title IX Coordinator's contact information, including name or title, office address, electronic mail address, and telephone number;
2. A copy of this procedure and accompanying policy; and
3. All materials used to train the school's Title IX personnel.

### **Notice of Sexual Harassment Policy and Procedure**

- Information about the district's sexual harassment policy and complaint procedure will be easily understandable and conspicuously posted throughout each school building and be reproduced in each student, staff, volunteer, and parent handbook. This notice will be provided in a language that each parent and guardian can understand.
- In addition to the posting and reproduction of this procedure and Policy 3205, the district will provide annual notice to employees that complaints pursuant to this procedure may be filed at Franklin Pierce Schools, 315 129<sup>th</sup> St S, Tacoma, WA 98444.

### **Responding to Notice of Sexual Harassment**

The district is on notice and required to take action when any employee knows, or in the exercise of reasonable care should know, about possible sexual harassment. This includes informal and formal reports made to any staff member.

Upon notice of possible sexual harassment, staff will always notify the Title IX Coordinator. In addition, in the event of an alleged sexual assault, the school principal will immediately inform law enforcement and notify the targeted student(s) and their parents/guardians of their right to file a criminal complaint and a sexual harassment complaint simultaneously.

Once the district is on notice of possible sexual harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. Additionally, staff will also inform an

appropriate supervisor or professional staff member when they receive complaints of sexual harassment, especially when the complaint is beyond their training to resolve or alleges serious misconduct.

**Supportive measures** must be offered to the complainant, before or after the filing of a formal complaint, or where no formal complaint has been filed. Supportive measures may also be provided to the respondent. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or respondent. Supportive measures should be designed to restore or preserve access to the District's education program or activity without unreasonably burdening the other party.

Supportive measures may include:

- An opportunity for the complainant to explain to the alleged harasser that his or her conduct is unwelcome, offensive, or inappropriate, either in writing or face-to-face;
- A statement from a staff member to the alleged harasser that the alleged conduct is not appropriate and could lead to discipline if proven or repeated;
- A general public statement from an administrator in a building reviewing the district sexual harassment policy without identifying the complainant;
- Developing a safety plan;
- Modifications of work or class schedules;
- Mutual restrictions on contact between the parties;
- Increased security and monitoring of certain areas of the campus or school building, or
- Providing staff and/or student training.

In response to notice of sexual harassment, the district will take prompt and appropriate action to investigate and take prompt and effective steps reasonably calculated to end harassment, eliminate the hostile environment, prevent its recurrence, and as appropriate, remedy its effects.

The district will inform the complainant and their parent/guardian how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

A complainant may file a formal complaint at any time while receiving supportive measures. A complainant, their parent or guardian, or the Title IX Coordinator may file a formal complaint because, for example, they feel the complaint needs to be more thoroughly investigated or discipline may be warranted for the individual alleged to have engaged in sexually harassing conduct.

### **Confidentiality**

- The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures.

- If a complainant requests that his or her name not be revealed to the alleged perpetrator or asks that the district not investigate or seek action against the alleged perpetrator, the request will be forwarded to the assistant superintendent for evaluation.
- The assistant superintendent should inform the complainant that honoring the request may limit its ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator.
- If the complainant still requests that his or her name not be disclosed to the alleged perpetrator or that the district not investigate or seek action against the alleged perpetrator, the district will need to determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students, staff, and other third parties engaging in district activities, including the person who reported the sexual harassment. Although a complainant's request to have his or her name withheld may limit the district's ability to respond fully to an individual allegation of sexual harassment, the district will use other appropriate means available to address the sexual harassment.

## **Retaliation**

Title IX and state law prohibit retaliation against any individual who files a complaint under these laws or participates in a complaint investigation. When an informal or formal complaint of sexual harassment is made, the district will take steps to stop further harassment and prevent any retaliation against the person who made the complaint, against the person who was the subject of the harassment, or against those who provided information as a witness. The district will investigate all allegations of retaliation and take actions against those found to have retaliated.

## **Formal Complaint Process**

### **Level One – Complaint to District**

Anyone may initiate a formal complaint of sexual harassment, even if the informal complaint process is being utilized.

### **Filing of Complaint**

- All formal complaints will be in writing and will set forth the specific acts, conditions, or circumstances alleged to have occurred and to constitute sexual harassment. The Title IX Coordinator may draft the complaint based on the report of the complainant for the complainant to review and approve. The Title IX Coordinator may also conclude that the district needs to conduct an investigation based on information in his or her possession, regardless of the complainant's interest in filing a formal complaint.
- The time period for filing a complaint is one year from the date of the occurrence that is the subject matter of the complaint. However, a complaint filing deadline may not be imposed if the complainant was prevented from filing due to: 1) specific misrepresentations by the district that it had resolved the problem forming the basis of the complaint; or 2) withholding of information that the district was required to provide under WAC 392-190-065 or WAC 392-190-005.

- Complaints may be submitted by mail, fax, e-mail, or hand-delivery to the district Title IX Coordinator. Any district employee who receives a complaint that meets these criteria will promptly notify the Coordinator.

### **Determining Whether to Incorporate Additional Title IX Complaint Procedures**

The Title IX Coordinator will assess whether a formal complaint of sexual harassment meets the criteria for a Title IX complaint. If so, the district will implement investigation and response procedures under state law, as well as the following additional procedures as required by Title IX regulations.

Under Title IX, the term “sexual harassment” means:

- An employee of the district conditioning the provision of an aid, benefit, or service on an individual’s participation in unwelcome sexual conduct;
- Conduct that creates a “hostile environment,” meaning unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the education program or activity; or
- “Sexual assault,” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

The district will implement additional Title IX procedures in response to a sexual harassment complaint when the alleged conduct constitutes sexual harassment as defined by Title IX regulations, and:

- The written complaint is filed by the complainant of the alleged sexual harassment, by the complainant’s legal guardian, or by the Title IX Coordinator;
- The complaint requests that the district investigate the allegation(s) of sexual harassment, as defined under Title IX regulations;
- The complaint is against a named respondent who, at the time of the alleged harassment, was under the control of the school district (such as a student, employee, or volunteer);
- The alleged sexually harassing conduct occurred in the United States; and
- The complainant is participating in or attempting to participate in the district’s educational program or activity at the time.

If the formal complaint is determined to meet the criteria for a Title IX complaint, the district will conduct the investigation implementing the additional Title IX procedures. **Skip to *Standard Complaint Process with Additional Title IX Requirements.***

If the formal complaint is determined not to meet the criteria for a Title IX complaint, the district will conduct the investigation without implementing the additional Title IX procedures. **Continue to *Standard Complaint Process.***

## **STANDARD COMPLAINT PROCESS**

### **Acknowledging a Complaint - *Standard Complaint Process***

- Upon receipt of a complaint, the Coordinator will provide the complainant a copy of this procedure in a language the complainant can understand.

### **Investigating a Formal Complaint - *Standard Complaint Process***

- Investigations will be carried out in a manner that is prompt, thorough, reliable, and impartial. During the investigation process, the complainant and respondent(s), if the complainant has identified an accused harasser(s), will have an equal opportunity to present witnesses and relevant evidence. Complainants, respondents, and witnesses may have a trusted adult with them during any district-initiated investigatory activities. The school district and complainant may also agree to resolve the complaint in lieu of an investigation.
- When the investigation is completed, the investigator will compile a full written report of the complaint and the results of the investigation.

### **Mediation - *Standard Complaint Process***

At any time during the complaint procedure set forth in WAC 392-190-065 through 392-190-075, a district may, at its own expense, offer mediation. The complainant and the district may agree to extend the complaint process deadlines in order to pursue mediation.

The purpose of mediation is to provide both the complainant and the district an opportunity to resolve disputes and reach a mutually acceptable agreement through the use of an impartial mediator. Mediation must be voluntary and requires the mutual agreement of both parties. It may be terminated by either party at any time during the mediation process. It may not be used to deny or delay a complainant's right to utilize the complaint procedures.

Mediation must be conducted by a qualified and impartial mediator who may not: 1) Be an employee of any school district, public charter school, or other public or private agency that is providing education related services to a student who is the subject of the complaint being mediated; or 2) Have a personal or professional conflict of interest. A mediator is not considered an employee of the district or charter school or other public or private agency solely because he or she serves as a mediator.

If the parties reach agreement through mediation, they may execute a legally binding agreement that sets forth the resolution and states that all discussions that occurred during the course of mediation will remain confidential and may not be used as evidence in any subsequent complaint, due process hearing, or civil proceeding. The agreement must be signed by the complainant and a district representative who has authority to bind the district.

### **Superintendent's Response to a Formal Complaint - *Standard Complaint Process***

- The superintendent or their designee will respond in writing to the complainant and the respondent within thirty (30) calendar days of receipt of the complaint, unless otherwise

agreed to by the complainant or if exceptional circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the district will notify the parties in writing of the reason for the extension and the anticipated response date. At the time the district responds to the complainant, the district must send a copy of the response to the Office of the Superintendent of Public Instruction (OSPI).

- The response of the superintendent or designee will include: 1) a summary of the results of the investigation; 2) a statement as to whether a preponderance of the evidence establishes that the complainant was sexually harassed; 3) if sexual harassment is found to have occurred, the corrective measures the district deems necessary, including assurance that the district will take steps to prevent recurrence and remedy its effects on the complainant and others, if appropriate; 4) notice of the complainant's right to appeal to the School Board and the necessary filing information; and 5) any corrective measures the district will take, remedies for the complainant (e.g., sources of counseling, advocacy, and academic support), and notice of potential sanctions for the perpetrator(s) (e.g., discipline).
- The superintendent's or designee's response will be provided in a language the complainant can understand and may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964. If the complaint alleges discriminatory harassment by a named respondent or respondent(s), the Coordinator will provide the respondent(s) with notice of the outcome of the investigation and notice of their right to appeal any discipline or corrective action imposed by the district.
- Any corrective measures deemed necessary will be instituted as quickly as possible, but in no event more than thirty (30) days after the superintendent's mailing of a written response, unless the accused is appealing the imposition of discipline and the district is barred by due process considerations or a lawful order from imposing the discipline until the appeal process is concluded. Staff may also pursue complaints through the appropriate collective bargaining agreement process or anti-discrimination policy.
- The district will inform the complainant and their parent/guardian how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

### **Resume “*Standard Complaint Process*” at Level Two - Appeal to Board of Directors**

#### **STANDARD COMPLAINT PROCESS WITH ADDITIONAL TITLE IX REQUIREMENTS**

The following sections outline the process the district will take to respond to complaints of sexual harassment under state law and Title IX.

#### **Acknowledging a Formal Title IX Complaint**

The Title IX Coordinator will receive and investigate all formal, written complaints of sexual harassment or information in the Coordinator's possession that they believe requires further investigation. The Coordinator will delegate his or her authority to participate in this process

if such action is necessary to avoid any potential conflicts of interest. Upon receipt of a complaint, the Coordinator will offer supportive measures to both parties.

The district will acknowledge receipt of the formal complaint by providing the following written notice to the respondent(s) and complainant:

- A copy of the school's discrimination complaint procedure in a language the parties can understand.
- Notice of the allegations of sexual harassment with sufficient time for the parties to prepare a response before any initial interview and with sufficient detail. Such sufficient detail includes the identities of the parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known.
- Notice that the parties may have an advisor of their choice who may be an attorney or non-attorney, and who may inspect and review evidence of the alleged sexual harassment.
- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility for alleged sexual harassment is made at the conclusion of the grievance process.
- Notice of any provision in student conduct policies and procedures that prohibits false statements or submitting false information.

### **Investigation of a Title IX Formal Complaint**

The district must investigate allegations contained in a formal complaint. If the conduct alleged would not constitute sexual harassment under Title IX regulations even if proved, did not occur in the district's education program or activity, or did not occur against a person in the United States, then the district must dismiss the formal complaint under Title IX. Such dismissal does not preclude action under another provision of district policy or procedure or under sexual harassment investigation procedures as required by state law (See *Standard Complaint Process*).

The district adopts preponderance of the evidence/clear and convincing evidence as the standard or proof it will use in reaching decisions regarding complaints.

The district's investigation of a Title IX complaint must:

- Include a prompt and thorough investigation into the allegations in the complaint.
- Ensure that the district bears the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility for the alleged sexual harassment. The district may not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting or assisting in their professional

capacity and made and maintained in connection with the provision of treatment to the party unless the district obtains the party's voluntary, written consent to do so.

- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding; including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be an attorney or non-attorney. The district will apply any restrictions regarding the extent to which an advisor may participate equally to both parties;
- Provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all hearings, interviews, or other meetings, with sufficient time for the parties to prepare to participate;
- Prior to the completion of an investigative report, provide an equal opportunity for the parties to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. This includes evidence that the district does not intend to rely on in reaching a determination of responsibility for the alleged sexual harassment, regardless of the source of the evidence. The parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completion of the investigative report.
- At least ten (10) days prior to a determination regarding responsibility, create an investigative report that fairly summarizes relevant evidence, and send the investigative report in an electronic or hard copy format to each party and each party's advisor for their review and written response.
- After transmitting the investigative report to the parties, but before reaching a final determination regarding responsibility, the decision maker must give each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant unless they are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or unless they concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

The district's Title IX investigative and grievance process is not required to include investigative hearings.

## **Discipline and Emergency Removals for Alleged Sexual Harassment under Title IX**

A respondent who is accused of sexual harassment under Title IX is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The district may not impose any disciplinary sanctions, or other actions that are not supportive measures, against the respondent until the district has determined the respondent was responsible for the sexual harassment at the conclusion of the grievance process.

These additional Title IX sexual harassment procedures do not preclude a school district from removing a student from school on an emergency basis consistent with Policy and Procedure 3241 – Student Discipline and the associated student discipline regulations for emergency expulsion.

### **Title IX Informal Resolution Process**

At any time prior to a determination in a formal Title IX complaint, the district may permit a complainant to waive the formal complaint grievance process in favor of an informal resolution process not involving a full investigation and adjudication, provided that the district obtains the parties' voluntary, written consent; the district does not offer informal resolution of sexual harassment allegations against a respondent who is an employee of the district, the district provides reasonably prompt time frames for the informal resolution process; and the district provides the parties with written notice disclosing the allegations, the requirements for the informal resolution process, and the circumstances in which the parties would be precluded from continuing with a formal resolution process for the same allegations.

A party has the right to withdraw from the informal resolution process and resume the formal Title IX grievance process at any time prior to agreeing to a resolution. The district may not require the waiver of the right to an investigation and adjudication of formal complaints of sexual harassment under Title IX as a condition of enrollment, employment, or enjoyment of any other right, nor may the district require the parties to participate in an informal resolution process. The district will not offer an informal resolution process unless a formal complaint is filed.

### **Superintendent's Response to a Formal Title IX Complaint**

At the conclusion of the investigation, the decision-maker (superintendent or designee) must issue a written determination of responsibility regarding the alleged sexual harassment within thirty (30) calendar days of receipt of the complaint, unless otherwise agreed to by the complainant or if exceptional circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the district will notify the parties in writing of the reason for the extension and the anticipated response date.

The superintendent's written determination must be issued to the parties simultaneously and must include the following:

- Identification of the allegations potentially constituting sexual harassment under Title IX regulations;

- A description of the procedural steps taken from the time of the district's receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- Findings supporting the determination;
- A summary of the results of the investigation;
- Conclusions regarding the application of the district's code of conduct policies to the facts;
- A statement as to whether a preponderance of the evidence establishes that the complainant was sexually harassed;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary or other sanctions imposed on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- If sexual harassment is found to have occurred, the corrective measures the district deems necessary, including assurance that the district will take steps to prevent recurrence and remedy its effects on the complainant and others, if appropriate; and
- Notice of the parties' right to appeal to the school board and the necessary filing information.

The superintendent's or designee's response will be provided in a language the complainant can understand and may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964.

At the time the district responds to the parties, the district must send a copy of the response to the Office of the Superintendent of Public Instruction.

Any corrective measures deemed necessary will be instituted as quickly as possible, but in no event more than thirty (30) days after the superintendent's mailing of a written response, unless the accused is appealing the imposition of discipline and the district is barred by due process considerations or a lawful order from imposing the discipline until the appeal process is concluded. Staff may also pursue complaints through the appropriate collective bargaining agreement process or anti-discrimination policy. **Continue to State Complaint Process with Additional Title IX Requirements at Level Two - Appeal to Board of Directors.**

## **Level Two - Appeal to Board of Directors**

### **Notice of Appeal and Hearing**

- If the complainant or respondent(s) disagrees with the superintendent's or designee's written decision, the disagreeing party may appeal the decision ~~to the district Board of Directors~~ by filing a written notice of appeal with the secretary of the Board within ten (10) calendar days following the date upon which the complainant received the response.

- If the complaint involves a named respondent, the district will implement appeal procedures equally for both parties and provide written notice to the other party when an appeal is filed.
- The district will ensure that the decision-maker for the appeal is not the same decision-maker who reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
- The district will ensure that the decision-maker for the appeal has received the training required for decision-makers as required by this procedure.
- The Board will ensure that schedule a hearing ~~to~~commences by the twentieth (20th) calendar day following the filing of the written notice of appeal, unless otherwise agreed to by the complainant and the superintendent or for good cause.
- Both parties will be allowed a reasonable, equal opportunity to submit a written statement in support of or challenging the outcome of the initial determination.

### **Board Decision on Appeal**

- Unless otherwise agreed to by the complainant, the decision maker on appeal Board will render a written decision within thirty (30) calendar days following the filing of the notice of appeal and provide the complainant with a copy of the decision.
- The written decision will describe the result of the appeal and the rationale for the result.
- The decision will include notice of the complainant's right to appeal to the Superintendent of Public Instruction and will identify where and to whom the appeal must be filed. The district will send a copy of the appeal decision to the Office of the Superintendent of Public Instruction.
- The decision will be provided in a language that the complainant can understand, which may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act.

## **Level Three - Complaint to the Superintendent of Public Instruction**

### **Filing of Complaint**

- If a complainant disagrees with the decision of the Board of Directors, or if the district fails to comply with this procedure, the complainant may file a complaint with the Superintendent of Public Instruction.
- A complaint must be received by the Superintendent of Public Instruction on or before the twentieth (20th) calendar day following the date upon which the complainant received written notice of the Board of Directors' decision, unless the Superintendent of Public Instruction grants an extension for good cause. Complaints may be submitted by mail, fax, electronic mail, or hand delivery.

- A complaint must be in writing and include: 1) a description of the specific acts, conditions, or circumstances alleged to violate applicable anti-sexual harassment laws; 2) the name and contact information, including address, of the complainant; 3) the name and address of the district subject to the complaint; 4) a copy of the district's complaint and appeal decision, if any; and 5) a proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

### **Investigation, Determination, and Corrective Action**

- Upon receipt of a complaint, the Office of the Superintendent of Public Instruction may initiate an investigation, which may include conducting an independent on-site review. OSPI may also investigate additional issues related to the complaint that were not included in the initial complaint or appeal to the superintendent or Board.
- Following the investigation, OSPI will make an independent determination as to whether the district has failed to comply with RCW 28A.642.010 or Chapter 392-190, WAC and will issue a written decision to the complainant and the district that addresses each allegation in the complaint and any other noncompliance issues it has identified. The written decision will include corrective actions deemed necessary to correct noncompliance and documentation the district must provide to demonstrate that corrective action has been completed.
- All corrective actions must be completed within the timelines established by OSPI in the written decision unless OSPI grants an extension. If timely compliance is not achieved, OSPI may take action including but not limited to referring the district to appropriate state or federal agencies empowered to order compliance.

A complaint may be resolved at any time when, before the completion of the investigation, the district voluntarily agrees to resolve the complaint. OSPI may provide technical assistance and dispute resolution methods to resolve a complaint.

### **Level Four - Administrative Hearing, State Requirement**

A complainant or school district that desires to appeal the written decision of the Office of the Superintendent of Public Instruction may file a written notice of appeal with OSPI within thirty (30) calendar days following the date of receipt of that office's written decision. OSPI will conduct a formal administrative hearing in conformance with the Administrative Procedures Act, Chapter 34.05 RCW.

### **Other Complaint Options**

#### *Office for Civil Rights (OCR), U.S. Department of Education*

OCR enforces several federal civil rights laws, which prohibit discrimination in public schools on the basis of race, color, national origin, sex, disability, and age. File complaints with OCR within 180 calendar days of the date of the alleged discrimination.

206-607-1600 | TDD: 1-800-877-8339 | [OCR.Seattle@ed.gov](mailto:OCR.Seattle@ed.gov) | [www.ed.gov/ocr](http://www.ed.gov/ocr)

*Washington State Human Rights Commission (WSHRC)*

WSHRC enforces the Washington Law Against Discrimination (RCW 49.60), which prohibits discrimination in employment and in places of public accommodation, including schools. File complaints with WSHRC within six months of the date of the alleged discrimination.

1-800-233-3247 | TTY: 1-800-300-7525 | [www.hum.wa.gov](http://www.hum.wa.gov)

**Investigation Recordkeeping**

The district will maintain records of all sexual harassment investigations as required by the Washington State Archives Local Government Common Records Retention Schedule (CORE) and School Districts and Educational Service Districts Records Retention Schedule.

The district will maintain, for a period of seven years, records of each Title IX sexual harassment investigation, including any determination regarding responsibility and any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant; and any appeal from the result of a determination regarding responsibility.

The district will maintain, for a period of seven years, records of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment under Title IX.

**Training and Orientation**

A fixed component of all district orientation sessions for staff, students and regular volunteers will introduce the elements of this procedure and the corresponding policy. Staff will be provided information on recognizing and preventing sexual harassment. Staff will be fully informed of their responsibilities when on notice of sexual harassment, of the formal complaint procedures, and their roles and responsibilities under the policy and procedure.

Certificated staff will be reminded of their legal responsibility to report suspected child abuse, and how that responsibility may be implicated by some allegations of sexual harassment. Regular volunteers will get the portions of this component of orientation relevant to their rights and responsibilities.

Students will be provided with age-appropriate information on the recognition and prevention of sexual harassment and their rights and responsibilities under this and other district policies and rules at student orientation sessions and on other appropriate occasions, which may include parents/guardians.

As part of the information on the recognition and prevention of sexual harassment, staff, volunteers, students, and parents/guardians will be informed that sexual harassment may include, but is not limited to:

- Demands for sexual favors in exchange for preferential treatment or something of value;

- Stating or implying that a person will lose something if he or she does not submit to a sexual request;
- Penalizing a person for refusing to submit to a sexual advance, or providing a benefit to someone who does;
- Making unwelcome, offensive, or inappropriate sexually suggestive remarks, comments, gestures, or jokes; or remarks of a sexual nature about a person's appearance, gender, or conduct;
- Using derogatory sexual terms for a person;
- Standing too close, inappropriately touching, cornering, or stalking a person; or
- Displaying offensive or inappropriate sexual illustrations on school property.

### **Policy and Procedure Review**

Annually, the superintendent or designee will convene an ad hoc committee composed of representatives of certificated and classified staff, volunteers, students, and parents to review the use and efficacy of this policy and procedure. The compliance officer will be included in the committee. Based on the review of the committee, the superintendent will prepare a report to the board including, if necessary, any recommended policy changes. The superintendent will consider adopting changes to this procedure if recommended by the committee.



# Franklin Pierce Schools

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Claudia Miller, Director of Family and Community Partnerships  
**DATE:** September 13, 2022  
**SUBJECT:** Procedure 4218P: Language Access

### **BACKGROUND INFORMATION**

Franklin Pierce Schools is committed to honoring the rich linguistic diversity of our community, improving meaningful, two-way communication with all stakeholders and promoting access to district programs, services, and activities for students and their parents and families. We recognize that families may prefer to access information in a range of languages that best represent their culture, experiences, skills, and knowledge. New Board Policy 4218 reflects our commitment to equitable access for all students, parents and families, and ensures that we are in compliance with HB 1153 (2021-2022) around increasing language access in public schools. New Board Policy 4218 and Procedure 4218P provide an operational framework to identify families' language preferences and offer meaningful interpretation services, translation services, and dedicated staff support to enhance capacity for language resource services among parents and families.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This procedure is an information item only.

## LANGUAGE ACCESS

The following procedures are intended to implement Policy 4218 Language Access, establish meaningful, two-way communication between the district and parents/family members in their preferred language, and promote access for parents and families to the programs, services, and activities of the district.

### A. Definitions

1. Persons with **“limited English proficiency”** are individuals who are unable to communicate effectively in English either verbally or in writing, or both, because their primary language is not English, and they have not developed fluency in the English language. A person with limited English proficiency may have difficulty in one or more of four domains of language: speaking, listening, reading, and writing. Staff are urged to remember that limited English proficiency may be context-specific—e.g., a parent may have sufficient English language skills to understand, communicate and/or exchange basic information with a teacher, but they may not have sufficient skills to communicate detailed, specific information needed in a particular context, like an Individualized Education Program (IEP) meeting, a Section 504 meeting, or a student discipline hearing.
2. **“Primary language”** means the primary language spoken by a student’s parent or guardian, or the predominant language spoken in the student’s home. Parents may have more than one primary language and/or dialect.
3. **“Language services”** refers to a broad spectrum of services used or required to facilitate communication and understanding between speakers of different languages, and typically includes interpretation and translation services.
4. **“Interpretation”** means the process of first fully understanding, analyzing, and processing a spoken or signed message and then faithfully rendering it into another spoken or signed language.
5. **“Interpreter”** means a spoken language or sign language interpreter working in a public school, as defined in RCW 28A.150.010, to interpret for students’ families, students, and communities in educational settings outside the classroom.
6. **“Translation”** means the process of communicating the meaning of a written source-language text into an equivalent target language text in such a way that the content of both texts can be considered the same.
7. **“Qualified interpreter”** means an interpreter who is able to interpret effectively, accurately, and impartially, both receptively and expressively using necessary specialized vocabulary.

## **B. Language Access Program**

The district's language access program will include completion of the following activities:

- Adopting or developing a language access plan that outlines how the district will identify family's preferred language for communication, allocate resources, establish standards for providing language access services, and monitor the effectiveness of the language access program;
- Administering the self-assessment developed by the Language Access Technical Assistance Program of Center for the Improvement of Student Learning, established in RCW 28A.300.130 for evaluating the provision of language access services;
- Using the guide developed by the Language Access Technical Assistance Program of Center for the Improvement of Student Learning, established in RCW 28A.300.130 for developing, implementing, and evaluating the district's language access policy, procedures, and plan. The processes for developing and evaluating the language access policy, procedures, and plan must engage staff, students' families, and other community members in ways likely to result in timely and meaningful feedback, for example partnering with community-based organizations and providing translation and interpretation in languages in families' preferred language(s);
- Reviewing, periodically, the district's language access policy and procedures to incorporate necessary updates;
- Collaborating with community-based organizations on how to work effectively with interpreters and families; and
- Reviewing, updating, and publishing, at least annually, information about the school district's language access plan, policy and procedures, and language access services, including the need for, and spending on, language access services. The information must include notice to families about their right to free language access services and the contact information for any school district language access coordinator/liaison and any building points of contact for language access services. The information must be translated into common languages understood by students' families.

### **Developing a Language Access Plan**

The district will develop a language access plan for ensuring the district complies with the language access policy adopted by the board and all other language access requirements. The language access plan will establish the following:

- Who is responsible for implementing the plan, including district-level administrators, workgroups, committees, or other district and school staff who will be responsible for overseeing the language access work in the district and schools, developing and modifying the language access plan, establishing and implementing operational procedures (i.e., how staff may access interpretation and translation services), and

monitoring and evaluating the effectiveness of the district's language access plan and services.

- Staff training on the district's language access policy, procedure, and plan, including the frequency, curriculum, and target personnel who will participate in the training.
- Identification of preferred languages in the district and the services that will be provided. The plan will include a list of the languages that students, parents, and families communicate in and the prevalence of those languages. The plan will also identify the languages in the district that vital publications most commonly must be regularly translated into, in alignment with this procedure.
- How the district will conduct outreach to parents and communities in their preferred language and the actions needed to implement an effective system for gathering feedback.
- What resources will be allocated for the provision of language access services.
- A description of the timeframe, objectives, and benchmarks for work to be undertaken.
- The district's approach to monitoring and evaluating the effectiveness of the district's language access plan and services, and the district's process for modifying the language access plan and operating procedures in response to feedback and changing language needs.
- In developing and modifying the language access plan, the district will use self-assessment data and other collected feedback and data required in this procedure and/or the policy adopted by the Board.
- In developing the language access plan, the district will adhere to the standards for providing language access services as outlined in this procedure and the policy adopted by the Board.

### **Self-Assessment**

- In developing the language access plan, the language access coordinator/liason will administer a self-assessment to understand whether the district is effectively communicating with people in their preferred language and to inform the district's language access planning, including evaluating the following areas:
  - How individuals with various preferred languages interact with the district;
  - How well the district is providing language assistance services;
  - How well the district is identifying individuals with a variety of preferred languages;

- Whether school staff receive appropriate training on the district's language access and policy and plan;
  - How the district provides notice of language assistance services to its community;
  - Whether the district has an effective process for monitoring and updating its language access policy and plan.
- In implementing the self-assessment, the language access coordinator/liaison will engage with community members, leaders, and organizations that have the inherent knowledge about cultural and language access needs.
  - The coordinator/liaison may administer the self-assessment tool developed by the Office of Superintendent of Public Instruction (OSPI) Language Access Technical Assistance Program of Center for the Improvement of Student Learning, established in RCW 28A.300.130 for evaluating the provision of language access services.
  - The coordinator/liaison will re-administer the self-assessment on a periodic basis as part of the district's monitoring of the effectiveness of its language access program.

### **C. Identification of Preferred Language among Families**

1. Upon student enrollment and periodically through a student's education, schools will utilize a survey to identify family's preferred language for communication. The survey will be translated into the most common languages spoken in the district and will be included in the standard enrollment packet provided to all district parents.
2. Schools must determine within thirty (30) days of a student's enrollment the primary language spoken by the parent of each student enrolled in the school.
3. Schools will maintain an appropriate and current record of students' families' primary language, and use that information to inform its language access plan and program.

### **D. Interpretation and Translation Services**

1. The district will collaborate with community-based organizations on how to work effectively with interpreters and families.
2. As materials become available, the district will make reasonable efforts to implement the toolkit developed by the Language Access Technical Assistance Program of the Center for the Improvement of Student Learning, established in RCW 28A.300.130, including the self-assessment, guide, and best practices.
3. Each school and district office will, consistent with this policy and procedure, provide free oral interpretation services to parents/family members in their preferred language during any interaction with the district that is significant to the student's education.

Additionally, each school and district office will provide free translation of vital documents as required below.

4. All interpretation and translation will be provided by competent professionals as demonstrated by certification or similar means. The district will take reasonable steps to ensure that interpreters and translators have the knowledge in both languages of any specialized terms or concepts to be used in the communication at issue, and that they have been trained in the role of an interpreter or translator, the ethics of interpreting and translating, and the need to maintain confidentiality. The district will take reasonable steps to ensure that the interpreter utilized is trained regarding the role of an interpreter, the ethics of interpreting and translating, and the need to maintain confidentiality.
5. The parent is welcome to invite additional persons for support and that person may participate in discussions. Although a parent may decline the district's offer to provide an interpreter, the district or school should consider whether having a qualified interpreter present as the communication lead is still required.

Students and other minor children under the age of eighteen (18) may not serve as interpreters for school staff and parents during any formal or informal meeting or process.

6. The district will facilitate staff access to appropriate interpretation and translation services in order to communicate with parents and families with limited English proficiency consistent with federal and/or state law and this policy and procedure. The district will strive to be aware of and plan for the language access needs within the district. For a planned program, activity, meeting, or event, staff should initiate the request for language aid or services at least three days ahead of time. The district or school will take steps to respond to such a request as soon as possible after it is received. For unplanned and urgent communication, staff should request language assistance and try to arrange for such as soon as it is known that language assistance is needed. If an interpreter cannot be found that day, the school or district should maintain open communication with the requester to schedule an interpreted meeting as soon as possible. If no interpreter can be present, district staff should utilize remote interpreting services to communicate with parents and families.
7. The following interpretation and translation services are currently available in the district: access to approved interpreters, the Language Link phone line, translated documents, and a Spanish phone line.

District staff will be informed of when and how to access interpretation and translation services available within the district and the administrator responsible for ensuring the availability of such services.

8. District administrators, including those involved with registration and enrollment, certificated staff, and other appropriate staff as determined by the superintendent, will receive guidance and information regarding:

- a. The rights of parents and families with various language preferences under state and federal law to language access services provided by the district;
- b. The importance of meaningfully and effectively communicating with parents and families in their preferred language;
- c. The most effective ways to communicate with parents and families in their preferred language regarding the district's available language services;
- d. The importance of utilizing competent translation and interpretation services when communicating with parents and families in their preferred language;
- e. The availability of translation and interpretation services within the district, whether through in-person interpretation, telephonic services, online services, or video conferencing;
- f. The mechanisms and processes for accessing translation and interpretation services when working with parents and families in their preferred language, including ensuring the correct language service is being accessed, checking for parent/family understanding once interpretation has commenced, and proper vetting of translations for audience-appropriate content; and
- g. The process for reporting concerns or complaints.

## **9. Interpretation Services**

Whenever requested by a parent or family, or whenever school staff or district officials, can reasonably anticipate that interpretation services are necessary to meaningfully communicate with parents or families regarding important information about the student's education or school activities, the district will provide interpretation services in accordance with this procedure.

Such interpretation services may be provided either at the location where the parent or family member is seeking to communicate or by electronic means, such as telephone or video conferencing.

Upon three days' notice that such services are required, the district will provide interpretation services at public meetings organized or sponsored by the district (e.g., board meetings).

## **10. Translation of Vital District Documents**

The district will identify vital documents that are distributed or electronically communicated to all or substantially all parents containing important information regarding a student's education, including but not limited to:

- a. Registration, enrollment, application, and selection;

- b. Calendars, academic standards and student performance;
- c. Safety, discipline, and conduct expectations;
- d. Special education and related services, Section 504 information, individualized education program (IEP) meetings and McKinney Vento and Foster Care services;
- e. Policies and procedures related to school attendance;
- f. Requests for parent permission in activities or programs;
- g. Information about transportation, meals, and technology resources;
- h. Opportunities for students or families to access school activities, programs, and services;
- i. Student/parent handbook;
- j. The district's language access plan and program and related services or resources available;
- k. School closure information; and
- l. Any other documents notifying parents of their rights under applicable state laws and/or containing information or forms related to consent or filing complaints under federal law, state law, or district policy.

The district will provide a written translation of vital documents for each language group that constitutes at least five (5) percent of the district's total parent population or one thousand (1000) persons, whichever is less. If the district is unable to translate a document due to resource limitations or if a small number of parents require the information in a language other than English such that document translation is unreasonable, the district will still provide the information to parents in a language they can understand, such as through oral interpretation of the document.

Written translations of vital documents by machine/computer translation programs will not be used or issued to parents and families with various preferred language(s) without prior review and editing by a certified translator for those languages where testing for certification exists. For all languages where testing for certification does not exist, the district will use a qualified translator as determined by the district.

All documents and information posted or issued by the district for parents and families should contain a notice in appropriate language(s) that free translation and/or interpretation services are available and how to request a free translation or interpretation of the document.

## 11. Translation of Student-Specific Documents

The district will take all reasonable steps to provide parents and families, in their preferred language, a translation of any document that contains individual, student-specific information regarding, but not limited to, a student's:

- a. Health;
- b. Safety;
- c. Legal or disciplinary matters; and
- d. Entitlement to public education, eligibility for special education services, placement in the English language learner program, the highly capable program, accelerated courses such as advanced placement, or any other non-standard academic program.

## 12. Alternatives to Translation

When translation for a document otherwise required to be translated is unavailable or cannot be done, such as in an emergency situation, a school or district office will provide an attached notice to parents and families in appropriate language(s) that free translation and/or interpretation services are available and how to request a free translation or interpretation of the document.

## E. Providing Information to Parents and Families

1. The district will review, update, and publish, at least annually, information about the school district's language access plan, policy and procedures, and language access services. The information must include notice to families about their right to free language access services and the contact information for any school district language access coordinator/liaison and any building points of contact for language access services. The information must be translated into common languages understood by students' families.
2. The district will notify staff, at least annually of this policy. Staff will be regularly provided written guidance regarding how and when interpretation and translation services should be accessed and such guidance will be updated as needed to reflect available services.
3. Parents and families will also be annually notified regarding the process for filing complaints through the district's nondiscrimination policy and procedure if they believe that such services have not been appropriately provided.
4. The district will take steps to ensure that, at the time of enrollment, information regarding available interpretation and translation services and the district's complaint process is provided to any parent (s) or family members when there is reason to believe that the student's parent(s) or family members may prefer communication in a

language other than English (e.g., results of home language survey, a parent or family member's request for an interpreter). The district will take reasonable steps to provide information required by this section in the primary language spoken predominantly in the home.

5. Schools and district offices will post in a conspicuous location at or near the primary entrance to the school or office a sign in primary languages spoken in the district concerning the rights of parents to translation and interpretation services and how to access such services.
6. To the extent practicable, the district website will provide information in designated languages concerning the rights of parents to translation and interpretation services under federal and state law and how to access such services.

#### **F. The Collection and Analysis of Data**

The district will annually collect and periodically analyze the following language access and language access service information:

- The language in which each student and student's family prefers to communicate;
- Whether a qualified interpreter for the student's family was requested for and provided at meetings reported in OSPI's Comprehensive Education Data and Research (CEDARS) student data system.
- Other data on provision of language access services, as required by OSPI.

The district will submit the information collected as required by OSPI.

The district will provide an opportunity for participants in each interpreted meeting to provide feedback on the effectiveness of the interpretation and the provision of language access services.

#### **Discrimination Complaints**

Discrimination based on national origin, which includes language and limited-English proficiency, is prohibited. The language access coordinator/liaison will communicate with the district's civil rights compliance coordinator. Anyone may file a complaint alleging discrimination based on language or the district's failure to provide language access services using the complaint process outlined in the district's Nondiscrimination Procedure 3210P.

**Date:** 10/11/22  
**Franklin Pierce Schools**  
**Revised:**



# Franklin Pierce Schools

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Dr. Lance Goodpaster, Superintendent  
**DATE:** September 13, 2022  
**SUBJECT:** Approved Out-of-State Staff Travel Requests

Travel Dates	Traveler Name(s)	Conference/Destination	Funding Source(s)
9/27/22-9/30/22	Kristen Hillman	Division for Early Childhood Education <ul style="list-style-type: none"><li>Chicago, IL</li></ul>	<ul style="list-style-type: none"><li>ECEAP, HeadStart, &amp; Special Education Funds</li></ul>
10/2/22-10/5/22	Dan Call, Rhea Goodrum, Ron Hartley, Bonita Lee, Brixey Marzano, Monica Shoopman, Garlyn Wacker	Courageous Conversations <ul style="list-style-type: none"><li>Washington, DC</li></ul>	<ul style="list-style-type: none"><li>Title I &amp; General Funds</li></ul>
10/18/22-10/22/22	Valinda Jones	2022 National Alternative Education Association (NAEA) Conference <ul style="list-style-type: none"><li>St. Louis, MO</li></ul>	<ul style="list-style-type: none"><li>General Fund</li></ul>
10/23/22-10/26/22	Carol Miller John Sander	Urban Collaborative Member Meeting <ul style="list-style-type: none"><li>San Diego, CA</li></ul>	<ul style="list-style-type: none"><li>Special Ed &amp; Urban Collaborative Funds</li></ul>