

# Board of Directors

## Regular Meeting October 11, 2022 7:00 p.m.

**This meeting will be held in the Jo Anne Matson Administrative Center Board Room located in Building C at 315 129<sup>th</sup> Street South in Tacoma, Washington.**

The public may attend in person, online using this Zoom webinar link –  
<https://fpschools.zoom.us/j/85274156134?pwd=U2lnQzhyN1N5eHhkOFJXRIFPeWMydz09>  
or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.  
Webinar ID: 852 7415 6134 Password: WsRm101122

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 ([kholtan@fpschools.org](mailto:kholtan@fpschools.org) or 253-298-3010)  
by 3 p.m. on October 10, 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 ensure 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

## BOARD OF DIRECTORS – REGULAR MEETING October 11, 2022 – 7 p.m.

**Jo Anne Matson Administrative Center Board Room, Building C  
315 129<sup>th</sup> Street South, Tacoma, Washington**

The public may attend in person, online using this Zoom webinar link –  
<https://fpschools.zoom.us/j/85274156134?pwd=U2lnQzhYNTN5eHhkOFJXRlFPeWMyd09>  
 or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.  
 Webinar ID: 852 7415 6134 Password: WsRm101122

### AGENDA

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

- 1. Superintendent
- 2. Student Representatives
- 3. Board of Directors
- 4. 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 October 10, 2022.

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

#### VI. Consent Agenda

- 1. Minutes: July 5 (amended); August 16 (amended); September 13 .....A
- 2. Audit of Expenditures: September 2022 .....B
- 3. Personnel Action .....C
- 4. Budget Status Reports: August 2022 .....D

#### VII. Unfinished Business

- 1. Core Instructional Materials – *Changemakers*.....E
- 2. Supplemental Instructional Materials – *Lupa* .....F
- 3. Supplemental Instructional Materials – *4 Minute Mastery* .....G
- 4. Policy 3122: Excused and Unexcused Absences .....H
- 5. Policy 4218: Language Access Plan .....I

#### VIII. New Business

- 1. Information Technology Surplus Request .....J
- 2. Out-of-Endorsement Assignments.....K
- 3. 2022-2024 FPEAAA Collective Bargaining Agreement .....L
- 4. 2022-2025 Teamsters Collective Bargaining Agreement .....M
- 5. Interlocal Agreement – ESD 113 Fingerprinting Services .....N
- 6. Career and Technical Education Four-Year Planning Requirement .....O
- 7. MultiCare Athletic Trainer Agreement – WHS .....P
- 8. Memorandum of Understanding – Pierce County Juvenile Court .....Q

#### IX. Proposals

- 1. Policy 1400: Meeting Conduct, Order of Business, and Quorum .....R
- 2. Policy 1410: Executive or Closed Sessions .....S
- 3. Policy 1420: Proposed Agenda and Consent Agenda .....T

4. Policy 4210: Regulation of Dangerous Weapons .....U

5. Policy 6112: Rental or Lease of District Real Property .....V

**X. Information**

1. Procedure 1400P: Meeting, Conduct, Order of Business, and Quorum .....W

2. Approved Out-of-State Staff Travel Requests .....X

**XI. Executive Session** .....Y

**XII. Adjournment**

Next Regular Meeting: November 8, 2022



# 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 861 0034 4670 – (253) 215-8782 or in-person at the JMAC Board Room located at 315 129<sup>th</sup> Street South, Tacoma, WA 98444.

July 5, 2022 - Amended

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

### CALL TO ORDER

Dr. Mendoza called the meeting to order at 12:00 p.m.

### BOARD MEMBERS PRESENT

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

### AGENDA

22-M-73

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

### ANNOUNCEMENTS & COMMENTS FROM THE SUPERINTENDENT

Dr. Goodpaster commented on district activities and events.

### ANNOUNCEMENTS & COMMENTS FROM THE BOARD

- Mrs. Sherman commented on the student representatives to the board procedure and the graduation ceremonies.
- Dr. Mendoza commented on the graduation ceremonies.

### ANNOUNCEMENTS & COMMENTS FROM THE COMMUNITY

- Ms. Opal Huston commented on the efforts to save Parkland School.
- Ms. Wendy Freeman commented on the efforts to save Parkland School.
- Mr. Bruce Rushton commented on the efforts to save Parkland School.
- Ms. Ruth Peterson commented on the efforts to save Parkland School.

### CONSENT AGENDA

22-M-74

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

### (1) Minutes

Minutes of the Board of Directors were approved for the special and regular meetings held June 21, 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 July 5, 2022, authorized the County Treasurer to pay all warrants/transfers specified in the following table.

	Number	Amount	Date Issued
<b>General Fund – Payroll</b>	Direct Dep/Bank Fees	\$6,734,378.41	6/30/2022
	272539-272569	\$20,810.53	6/30/2022
	272570-272602	\$2,953,389.96	6/30/2022
<b>General Fund – A/P</b>	A/P Direct Deposit	\$867,815.32	6/15/2022
	272433-272524	\$951,321.56	6/30/2022
	A/P Direct Deposit	\$553,096.84	6/15/2022
	272603-272674	\$499,699.81	6/30/2022
<b>Capital Projects</b>	A/P Direct Deposit	\$496,481.43	6/15/2022
	272525-272530	\$541,816.53	6/30/2022
	A/P Direct Deposit	\$27,445.38	6/15/2022
	272675-272676	\$4,753.49	6/30/2022
<b>ASB</b>	A/P Direct Deposit	\$882.32	6/15/2022
	272531-272538	\$1,905.00	6/30/2022
	A/P Direct Deposit	\$32,822.33	6/15/2022
	272677-272680	\$960.00	6/30/2022
<b>Trust</b>	A/P Direct Deposit	\$2,327.12	6/30/2022

**(3) Personnel Action**

**NEW HIRES**

NAME	POSITION	LOCATION	HIRE DATE
Disney, JoDee	Teacher	Franklin Pierce	08/22/2022
Gonzalez, Jessica	Family Support Specialist	Hewins ELC	08/25/2022
Hendricks, Tia	Teacher	Central Avenue	08/22/2022
Juves, Mario	Assistant Principal	Keithley	07/01/2022
Luedeke, Lauren	Family Support Specialist	Hewins ELC	08/25/2022
Maritz, Katherine	Teacher	Keithley	08/22/2022
Masai, Takayuki	Teacher	Washington High	08/22/2022
Movrich, Jennie	School Teacher	Franklin Pierce	08/22/2022
Newmann, Michael	Special Education Teacher	Franklin Pierce	08/22/2022
Pratt, Megan	Teacher	Midland	08/22/2022

## TERMINATIONS

NAME	POSITION	LOCATION	EFFECTIVE DATE	REASON
Anderson, Kimberly	Teacher	Ford	08/31/2022	Resignation
Apelu, Faataualofa	Paraeducator	Franklin Pierce	08/31/2022	Resignation
Armstrong, Peggy	Paraeducator	Harvard	08/31/2022	Resignation
Figueroa, Ada	Bilingual Family Liaison	K-12	06/30/2022	Resignation
Houk, Melissa	Special Ed Teacher	Midland	08/31/2022	Resignation
James, Devon	Teacher	Keithley	08/31/2022	Resignation
Killingsworth, Christopher	Custodian	Franklin Pierce	06/06/2022	Termination
Montgomery, Jazzmn	Paraeducator	Keithley	08/31/2022	Resignation
Murphy, Jennifer	Teacher	Franklin Pierce	08/31/2022	Resignation
Pearsall, Roxanne	Paraeducator	Brookdale	08/31/2022	Resignation
Ray, Erin	Teacher	Midland	08/31/2022	Resignation
Reynolds, Karen	Chief Custodian	Hewins ELC	08/31/2022	Retirement
Tongedahl, Isaiah	Paraeducator	Elmhurst	08/31/2022	Resignation
Vanderwood, Nicole	Teacher	Midland	08/31/2022	Resignation
Weisenmiller, Beth	Teacher	GATES	08/31/2022	Resignation
Weigand, Robin	FT Custodial Sub	Ford	06/20/2022	Termination
Wolf, Gregory	Paraeducator	Franklin Pierce	08/31/2022	Resignation
Yevchev, Yana	Paraeducator	Central Avenue	08/31/2022	Resignation
Young, Scott	Warehouse Coordinator	Support Services	07/19/2022	Retirement

## APPOINTMENTS / PROMOTIONS / TRANSFERS

NAME	EFFECTIVE DATE	NEW POSITION & LOCATION	REASON
Berggren, Christopher	08/22/2022	Teacher / Washington	Promotion
Hillius, Kristin	08/22/2022	MTSS Instructional Coach / Ford	Reassignment
Kasprzyk, Basia	08/22/2022	Teacher / James Sales	Reassignment
Kitchen, Rachelle	08/22/2022	Program Specialist / Teaching & Learning Services	Promotion
Paz, Ramon	08/22/2022	CTE Specialist / College & Career Readiness	Promotion
Philpott, Jaclyn	08/22/2022	Program Specialist / Teaching & Learning Services	Promotion
Quill, Victoria	08/22/2022	Teacher / Central Avenue	Reassignment

### (4) Investment and Financial Reports

Budget status reports for the General Fund, Capital Projects Fund, Debt Service Fund, ASB Fund, and Transportation Vehicle Fund for the month of May 2022.

**CORE INSTRUCTIONAL MATERIALS ADOPTION: *BRAIDING SWEETGRASS***

**22-M-75**

It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt the core instructional materials, *Braiding Sweetgrass: Indigenous Wisdom, Scientific Knowledge, and the Teaching of Plants*, for Food Justice in Action.

**CORE INSTRUCTIONAL MATERIALS ADOPTION: *THE CULTURAL LANDSCAPE***

**22-M-76**

It was moved by Mr. Sablan, seconded by Mr. Nerio, and unanimously passed that the Board of Directors adopt the core instructional materials, *The Cultural Landscape: An Introduction to Human Geography, 13<sup>th</sup> Edition*, for AP Human Geography.

**CORE INSTRUCTIONAL MATERIALS ADOPTION: *UNDERSTANDING MUSIC: PAST & PRESENT***

**22-M-77**

It was moved by Mrs. Sherman, seconded by Mr. Sablan, and unanimously passed that the Board of Directors adopt the core instructional materials, *Understanding Music: Past and Present*, for History of Classical Music.

**SUPPLEMENTAL INSTRUCTIONAL MATERIALS ADOPTION: *ETHNIC STUDIES II***

**22-M-78**

It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt the listed supplemental instructional materials for the new Ethnic Studies II course.

**SUPPLEMENTAL INSTRUCTIONAL MATERIALS ADOPTION: *WASHINGTON STATE HISTORY***

**22-M-79**

It was moved by Mr. Sablan, seconded by Mr. Nerio, and unanimously passed that the Board of Directors adopt the listed supplemental instructional materials for Washington State History.

**POLICY 2413: *EQUIVALENCY CREDIT OPPORTUNITIES***

**22-M-80**

It was moved by Mrs. Sherman, seconded by Mr. Sablan, and unanimously passed that the Board of Directors adopt revised Board Policy 2413: Equivalency Credit Opportunities.

**POLICY 2402: *ENGLISH LANGUAGE ARTS MASTERY-BASED CREDIT***

**22-M-81**

It was moved by Mr. Sablan, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt new Board Policy 2402: English Language Arts Mastery-Based Credit.

**POLICY 2403: *MATH MASTERY-BASED CREDIT***

**22-M-82**

It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt new Board Policy 2403: Math Mastery Based-Credit.

**POLICY 2404: *SCIENCE MASTERY-BASED CREDIT***

**22-M-83**

It was moved by Mrs. Sherman, seconded by Mr. Nerio, and unanimously passed that the Board of Directors adopt new Board Policy 2404: Science Mastery-Based Credit.

**POLICY 2405: *SOCIAL STUDIES MASTERY-BASED CREDIT***

**22-M-84**

It was moved by Mr. Sablan, seconded by Mr. Nerio, and unanimously passed that the Board of Directors adopt new Board Policy 2405: Social Studies Mastery-Based Credit.

**POLICY 2406: *THE ARTS MASTERY-BASED CREDIT***

**22-M-85**

It was moved by Mr. Nerio, seconded by Mr. Sablan, and unanimously passed that the Board of Directors adopt new Board Policy 2406: The Arts Mastery-Based Credit.

**22-M-86**

**POLICY 2407: *HEALTH AND PHYSICAL EDUCATION MASTERY-BASED CREDIT***

It was moved by Mrs. Sherman, seconded by Mr. Nerio, and unanimously passed that the Board of Directors adopt new Board Policy 2407: Health and Physical Education Mastery-Based Credit.

**POLICY 2409: *WORLD LANGUAGE MASTERY-BASED CREDIT***

**22-M-87**

It was moved by Mr. Sablan, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors adopt revised Board Policy 2409: World Language Mastery-Based Credit.

**2022-2023 COLLEGE IN THE HIGH SCHOOL AGREEMENTS WITH CENTRAL WASHINGTON UNIVERSITY AND EASTERN WASHINGTON UNIVERSITY**

**22-M-88**

It was moved by Mrs. Sherman, seconded by Mr. Sablan, and unanimously passed that the Board of Directors approve participation of Franklin Pierce School District high school students in the Central Washington University and Eastern Washington University College in the High School programs during the 2022-2023 school year.

**RESOLUTION 22-R-13: 2025-2026 BUDGET PROJECTION AMENDMENT**

**22-M-89**

It was moved by Mrs. Sherman, seconded by Mr. Nerio, and unanimously passed that the Board of Directors adopt Resolution 22-R-13, approving the 2025-2026 budget projection amendment for Franklin Pierce Schools.

**OUT-OF-ENDORSEMENT ASSIGNMENTS**

**22-M-90**

It was moved by Mr. Nerio, seconded by Mr. Sablan, and unanimously passed that the Board of Directors the assignment of Amy Queen to teach Writing and Ryan Walston to teach Mathematics.

**PROCEDURE 1250P: STUDENTS ON GOVERNING BOARDS**

Dr. Goodpaster, Superintendent, presented revised Board Procedure 1250P: Students on Governing Boards as an information only item.

**APPROVED OUT-OF-STATE STAFF TRAVEL REQUESTS**

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

**EXECUTIVE SESSION**

Dr. Mendoza announced an executive session of the Board at 12:55 p.m. for approximately 60 minutes with no action to follow to review the performance of a staff member in accordance with RCW 42.30.110 and Board Policy 1410: Executive or Closed Sessions. Dr. Mendoza reconvened the meeting at 2:14 p.m.

**ADJOURNMENT**

Dr. Mendoza announced that the next regular meeting of the Board of Directors will be held on Tuesday, August 16, 2022, beginning at 7:00 p.m. The meeting will be held at the Jo Anne Matson Administrative Center.

There being no further business to transact, the meeting adjourned at 2:17 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 - Amended

## 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

22-M-91

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

### ANNOUNCEMENTS & COMMENTS FROM THE SUPERINTENDENT

Dr. Goodpaster commented on district activities and events.

### ANNOUNCEMENTS & COMMENTS FROM THE BOARD

Mr. 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

22-M-92

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

### (1) Minutes

Minutes of the Board of Directors were approved for the 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.

	Number	Amount	Date Issued
General Fund – Payroll	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

**(4) Investment and Financial Reports**

Budget status reports for the General Fund, Capital Projects Fund, Debt Service Fund, ASB Fund, and Transportation Vehicle Fund for the month of June 2022.

**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**

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

Board directors and audience attended either via Zoom video webinar 817 8797 6559 – (253) 215-8782 or in-person in the Collins Elementary School gym located at 1920 128<sup>th</sup> Street East, Tacoma, WA 98445.

**September 13, 2022**

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

### **CALL TO ORDER**

Dr. Mendoza called the special meeting to order at 6:04 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. General Assembly Preparation
4. School Improvement Plan Discussion

### **ADJOURNMENT**

There being no business to transact, the special meeting adjourned at 6:53 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 817 8797 6559 – (253) 215-8782 or in-person in the Collins Elementary School gym located at 1920 128<sup>th</sup> Street East, Tacoma, WA 98445.

September 13, 2022

## **BOARD OF DIRECTORS – REGULAR MEETING MINUTES**

### **CALL TO ORDER**

Dr. Mendoza called the meeting to order at 7:04 p.m.

### **BOARD MEMBERS PRESENT**

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

### **STUDENT REPRESENTATIVES TO THE SCHOOL BOARD OATHS OF OFFICE**

Paige Sasamoto, a Franklin Pierce High School senior who was selected as the student representative to the school board; Ruby Castaneira, a GATES High School senior who was selected as the student representative to the school board; and Xavier McMains, a Washington High School junior who was selected as the student representative to the school board, took their oaths of office. Superintendent Lance Goodpaster administered the oaths.

### **AGENDA**

22-M-104

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

### **ANNOUNCEMENTS & COMMENTS FROM THE SUPERINTENDENT**

Dr. Goodpaster commented on district activities and events.

### **ANNOUNCEMENTS & COMMENTS FROM THE BOARD**

- School board directors welcomed the new student representatives to their positions.
- Student representatives introduced themselves and shared their reasons for joining the school board.

### **ANNOUNCEMENTS & COMMENTS FROM THE COMMUNITY**

- Mr. Logan Endres, Washington State School Directors Association Strategic Advocacy Specialist, welcomed the new student representatives to the school board and commented on the importance of student voice in board decision-making processes.

### **CONSENT AGENDA**

22-M-105

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

#### **(1) Minutes**

Minutes of the Board of Directors were approved for the special and regular meetings held August 16, 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 September 13, 2022, authorized the County Treasurer to pay all warrants/transfers specified below.

	<b>Number</b>	<b>Amount</b>	<b>Date Issued</b>
<b>General Fund – Payroll</b>	Direct Dep/Bank Fees	\$6,174,847.56	08/31/2022
	272827-272843	\$26,979.94	08/31/2022
	273032-273065	\$2,868,969.04	08/31/2022
<b>General Fund – A/P</b>	A/P Direct Deposit	\$34,007.50	08/15/2022
	272913-272962	\$584,234.86	08/15/2022
	A/P Direct Deposit	\$646,511.19	08/31/2022
	272970-273025	\$883,604.53	08/31/2022
<b>Capital Projects</b>	A/P Direct Deposit	\$698,429.27	08/15/2022
	272963-272968	\$591,579.97	08/15/2022
	A/P Direct Deposit	\$68,149.30	08/31/2022
	273026-273031	\$200,091.87	08/31/2022
<b>ASB</b>	272969	\$8,764.00	08/15/2022
	A/P Direct Deposit	\$19,553.09	08/31/2022

**(3) Personnel Action****NEW HIRES**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>HIRE DATE</b>
Allison, Kevin	Groundskeeper	Support Services	08/29/2022
Anderson, Yingying	Paraeducator	Collins	08/30/2022
Beckstrom, David	Teacher	Keithley	08/22/2022
Brindle, Genevieve	Teacher	Brookdale	08/22/2022
Bruner, Rebecca	Paraeducator	Elmhurst	08/30/2022
Cadero, Rain	Paraeducator	Midland	08/31/2022
Calixto, Kevin	Equity Coordinator	K12	08/08/2022
Camacho, Gabrielle	Special Ed Teacher	Hewins ELC	08/22/2022
Cline, Bryson	Teacher	Keithley	08/22/2022
Coates, Rose	Job Coach	Washington	09/05/2022
Coldiron, David	Teacher	Washington	08/22/2022
Colley, Jaelyn	Teacher	Brookdale	08/22/2022
Cram, Megan	Paraeducator	Brookdale	09/07/2022
Davis, Shannon	Paraeducator	Central Avenue	08/30/2022
DeAngelo, Raymond	Paraeducator	Keithley	08/30/2022
Domingo-Arenas, Carlos	Paraeducator	Hewins ELC	08/22/2022
Douglas, Danielle	Paraeducator	James Sales	09/06/2022
Flores-Marin, Maria	Full Time Sub Custodian	Support Services	08/30/2022
Gates, Brady	Paraeducator	Central Avenue	08/30/2022
Griffith, Alexis	Paraeducator	Keithley	08/30/2022
Hamm, Franshea	Bus Driver	Transportation	06/06/2022

**NEW HIRES (continued)**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>HIRE DATE</b>
Haslett, Jamerika	Paraeducator	Central Avenue	08/30/2022
Hill, Peyton	Teacher	Franklin Pierce	08/22/2022
Johnson, Trinera	Admin Assistant	Keithley	08/29/2022
Kuehnel, Kristina	Paraeducator	Elmhurst	08/30/2022
Llord-Ratcliffe, Kiera	Teacher	Keithley	08/22/2022
MacDonald, Casey	Teacher	Harvard	08/22/2022
MacKay, Annie	Paraeducator	Franklin Pierce	08/30/2022
Marter, Karley	Paraeducator	Central Avenue	08/30/2022
Packard, Breeana	Paraeducator	Central Avenue	08/30/2022
Powell, Elizabeth	Paraeducator	Washington	08/30/2022
Seal, Emma	Paraeducator	Franklin Pierce	09/06/2022
Seaman, Conner	Teacher	Keithley	08/22/2022
Shattuck, Ava	Teacher	Washington	08/22/2022
Shouse, Hope	Paraeducator	Washington	08/30/2022
Snowden, Brenda	HR Records Specialist	Human Resources	08/08/2022
Steele, Alexandria	Paraeducator	Harvard	08/30/2022
Tews, Avamua	Nutrition Services Assistant	Franklin Pierce	09/07/2022
Vanderford, Nicole	Payroll Coordinator	Business Office	08/15/2022
Wallace, Elizabeth	Paraeducator	Elmhurst	08/30/2022
Ward, Elizabeth	Teacher	Washington	08/22/2022
White, La Gulia	Special Ed Teacher	Midland	08/22/2022
Wright, Audrey	Paraeducator	Central Avenue	08/30/2022
Zurfluh, Donald	Full Time Sub Custodian	Washington	09/06/2022

**TERMINATIONS**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Allen, Eric	JROTC Instructor	Washington	08/10/2022	Resignation
Bravo, Francisco	Admin Assistant	Keithley	08/31/2022	Resignation
Burgess, Anissa	Teacher	Human Resources	08/31/2022	Assignment ended
Calixto, Ashley	Public Engagement Manager	Superintendent	08/11/2022	Resignation
Christofollette, Abigail	Paraeducator	Midland	08/31/2022	Resignation
Greenwood, Faustine	Teacher	Human Resources	08/31/2022	Assignment ended
Gustafson, Karen	Teacher	Human Resources	08/31/2022	Assignment ended
Gutierrez, Theresa	Paraeducator	Central Ave	08/31/2022	Resignation
Hamilla, Kirsten	Teacher	Keithley	08/31/2022	Resignation
Jardine, Jennifer	Paraeducator	Hewins ELC	08/16/2022	Termination
Kamp, Alisha	Teacher	Human Resources	08/31/2022	Assignment ended

**TERMINATIONS (continued)**

<b>NAME</b>	<b>POSITION</b>	<b>LOCATION</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Langley, Torea	Paraeducator	Franklin Pierce	08/31/2022	Resignation
Lavaud, Jenna	Teacher	Human Resources	08/31/2022	Assignment ended
McCarthy, Elisabeth	Head Start Teacher	Early Learning	08/29/2022	Resignation
McNeeley, Gabrielle	Teacher	Human Resources	08/31/2022	Assignment ended
Peterson, Jonathon	Teacher	Human Resources	08/31/2022	Assignment ended
Popkov, Marina	Teacher	Keithley	08/31/2022	Resignation
Preston, Jr., Robert	Assistant Principal	Ford	09/06/2022	Resignation
Rogers, Linsey	Paraeducator	Transportation	08/31/2022	Resignation
Tart, John	Paraeducator	Midland	08/31/2022	Assignment ended
Thompson, Victoria	Bus driver	Transportation	08/31/2022	Resignation
Vargas-Perez, Luis	Paraeducator	Ford	08/29/2022	Resignation
Vasquez, Leticia	Paraeducator	James Sales	08/31/2022	Resignation
Von Rueden, Elisabeth	Special Ed Teacher	Washington	08/31/2022	Resignation
Watkins, Ivana	Paraeducator	James Sales	09/30/2022	Resignation
Williams, Jesse	Paraeducator	Franklin Pierce	08/31/2022	Resignation
Yslas, Melissa	Paraeducator	James Sales	08/31/2022	Resignation

**APPOINTMENTS / PROMOTIONS / TRANSFERS**

<b>NAME</b>	<b>EFFECTIVE DATE</b>	<b>NEW POSITION &amp; LOCATION</b>	<b>REASON</b>
Allen, Robin	08/22/2022	Teacher / Midland	Reassignment
Atwood, Melody	08/22/2022	Paraeducator / Hewins ELC	Reassignment
Blanchet, Sarah	08/22/2022	Teacher / Harvard	Reassignment
Bofa, Emmanuel	08/30/2022	Paraeducator / Franklin Pierce	Reassignment
Boyan, James	08/22/2022	Special Ed Teacher / Washington	Promotion
Byrd, Teresa	08/30/2022	Chief Custodian / Hewins ELC	Reassignment
Campos, Karina	08/22/2022	Teacher / Keithley	Reassignment
Chaffin, Kathryn	08/30/2022	Paraeducator / James Sales	Reassignment
Chanthabouly, Donna	08/22/2022	Teacher / James Sales	Reassignment
Cross, Michele	08/30/2022	Paraeducator / Central Ave	Reassignment
Faison, Aliyah	08/22/2022	Teacher / College & Career Readiness	Promotion
Flores-Marin, Maria	08/01/2022	Custodian / Franklin Pierce	Reassignment
Hauenstein, Jordan	06/24/2022	Custodian / Franklin Pierce	Replacement
Hill, Joseph	07/18/2022	Warehouse Coordinator / Support Services	Promotion
Isaacson, Abbagail	06/23/2022	Office Assistant / Central Ave	Reassignment
Kennedy, Kayla	08/30/2022	Elem Chief Custodian / Brookdale	Reassignment



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

<b>NAME</b>	<b>EFFECTIVE DATE</b>	<b>NEW POSITION &amp; LOCATION</b>	<b>REASON</b>
Leal, Cecilia	08/23/2022	Dual Language Office Assistant / Harvard	Reassignment
Loman, Michael	08/01/2022	Custodian / Franklin Pierce	Reassignment
McMahan, Tyler	08/22/2022	Teacher / Washington	Reassignment
Rodriguez Perez, Ana	08/22/2022	Education Intern / Central Avenue & Hewins ELC	Reassignment
Rosen, Marianne	08/30/2022	Paraeducator / Washington	Reassignment
Sanchez Diaz, Astrid	08/22/2022	Teacher / Franklin Pierce	Promotion
Webber, Matyson	06/22/2022	Custodian / Ford	Replacement

**(4) Investment and Financial Reports**

Budget status reports for the General Fund, Capital Projects Fund, Debt Service Fund, ASB Fund, and Transportation Vehicle Fund for the month of July 2022.

**POLICY 2140: COMPREHENSIVE SCHOOL COUNSELING PROGRAM****22-M-106**

It was moved by Mr. Sablan, seconded by Mrs. Sherman, approved by the Student Representatives, and unanimously passed that the Board of Directors adopt revised Board Policy 2140: Comprehensive School Counseling Program.

**POLICY 2161: SPECIAL EDUCATION AND RELATED SERVICES FOR ELIGIBLE STUDENTS****22-M-107**

It was moved by Mr. Nerio, seconded by Mr. Sablan, approved by the Student Representatives, and unanimously passed that the Board of Directors adopt revised Board Policy 2161: Special Education and Related Services for Eligible Students.

**POLICY 2190: HIGHLY CAPABLE PROGRAMS****22-M-108**

It was moved by Mrs. Sherman, seconded by Mr. Sablan, approved by the Student Representatives, and unanimously passed that the Board of Directors adopt revised Board Policy 2190: Highly Capable Programs.

**TRAVEL REQUEST: OVERNIGHT FIELD TRIP WITH STUDENTS – FPHS TEACHING ACADEMY****22-M-109**

It was moved by Mrs. Sherman, seconded by Mr. Davis, approved by the Student Representatives, and unanimously passed that the Board of Directors approve the overnight field trip with Franklin Pierce High School Teaching Academy students to the Association of Washington Student Leaders (AWSL) Team Retreat.

**OUT-OF-ENDORSEMENT ASSIGNMENTS****22-M-110**

It was moved by Mr. Nerio, seconded by Representative Sasamoto, approved by the Student Representatives, and unanimously passed 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..

**CONDITIONAL TEACHING CERTIFICATES****22-M-111**

It was moved by Mr. Sablan, seconded by Mrs. Sherman, approved by the Student Representatives, and unanimously passed 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.

**SIX-YEAR CAPITAL FACILITIES PLAN 2022-2028****22-M-112**

It was moved by Mrs. Sherman, seconded by Mr. Nerio, approved by the Student Representatives, and unanimously passed that the Board of Directors approve the Franklin Pierce Schools Six-Year Capital Facilities Plan 2022-2028.

**MEMORANDUM OF UNDERSTANDING – TSD COOPERATIVE GIRLS SWIM PROGRAM****22-M-113**

It was moved by Mr. Davis, seconded by Mrs. Sherman, approved by the Student Representatives, and unanimously passed that the Board of Directors approve the Memorandum of Understanding (TSD-22-204) with Tacoma School District for A Cooperative Girls Swim Program.

**MEMORANDUM OF UNDERSTANDING – DOH LEARN TO RETURN HEALTH COMMONS LABOR GRANT****22-M-114**

It was moved by Mr. Sablan, seconded by Mr. Nerio, approved by the Student Representatives, and unanimously passed that the Board of Directors approve the Memorandum of Understanding with the Department of Health Learn to Return Health Commons Labor Grant.

**LOCAL AGREEMENT – UW COLLEGE IN THE HIGH SCHOOL****22-M-115**

It was moved by Representative Sasamoto, seconded by Mr. Nerio, approved by the Student Representatives, and unanimously passed 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.

**SUBAWARD AGREEMENT – PSED EARLY LEARNING PROGRAM (ECEAP #00017)****22-M-116**

It was moved by Mr. Nerio, seconded by Mrs. Sherman, approved by the Student Representatives, and unanimously passed 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).

**INTERAGENCY AGREEMENT – PIERCE COUNTY SHERIFF SRO SERVICES****22-M-117**

It was moved by Mrs. Sherman, seconded by Mr. Sablan, approved by the Student Representatives, and unanimously passed 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.

**CORE INSTRUCTIONAL MATERIALS - CHANGEMAKERS**

Ms. Vicki Bates, Executive Director of Teaching and Learning Services, presented the core instructional materials, *Changemakers*, for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

**SUPPLEMENTAL INSTRUCTIONAL MATERIALS – LUPA**

Ms. Vicki Bates, Executive Director of Teaching and Learning Services, presented the supplemental instructional materials, *Lupa*, for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

**SUPPLEMENTAL INSTRUCTIONAL MATERIALS – 4 MINUTE MASTERY**

Ms. Vicki Bates, Executive Director of Teaching and Learning Services, presented the supplemental instructional materials, *4 Minute Mastery*, for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

**POLICY 3122: EXCUSED AND UNEXCUSED ABSENCES**

Mr. James Hester, Deputy Superintendent, presented revised Board Policy 3122: Excused and Unexcused Absences for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

**POLICY 4128: LANGUAGE ACCESS**

Ms. Claudia Miller, Director of Family and Community Partnerships, presented new Board Policy 4218: Language Access for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

**PROCEDURE 3122P: EXCUSED AND UNEXCUSED ABSENCES**

Mr. James Hester, Deputy Superintendent, presented revised Board Procedure 3122P: Excused and Unexcused Absences as an information only item.

**PROCEDURE 3205P: SEXUAL HARASSMENT OF STUDENTS PROHIBITED**

Mr. James Hester, Deputy Superintendent, presented revised Board Procedure 3205P: Sexual Harassment of Students Prohibited as an information only item.

**PROCEDURE 4218P: LANGUAGE ACCESS**

Ms. Claudia Miller, Director of Family and Community Partnerships, presented new Board Procedure 4218P: Language Access as an information only item.

**APPROVED OUT-OF-STATE STAFF TRAVEL REQUESTS**

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

**ADJOURNMENT**

Dr. Mendoza announced that the next regular meeting of the Board of Directors will be held on Tuesday, October 11, 2022, beginning at 7:00 p.m. The meeting will be held at the Jo Anne Matson Administrative Center.

There being no further business to transact, the meeting adjourned at 8:47 p.m.

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Secretary of the Board

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President of the Board

## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Tammy Bigelow, Director of Business Services  
**DATE:** October 11, 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 October 11, 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.

	<b>Number</b>	<b>Amount</b>	<b>Date Issued</b>
<b>General Fund – Payroll</b>	Direct Dep/Bank Fees	\$6,650,915.08	09/30/2022
	273125-273173	\$18,823.80	09/30/2022
	273174-273177	\$445.18	09/30/2022
	273178-273200	\$46,819.96	09/30/2022
	273201-273234	\$3,036,444.22	09/30/2022
<b>General Fund – A/P</b>	A/P Direct Deposit (21-22)	\$225,132.39	09/15/2022
	273067-273103 (21-22)	\$356,487.42	09/15/2022
	A/P Direct Deposit	\$368,063.36	09/15/2022
	273108-273123	\$757,301.45	09/15/2022
	A/P Direct Deposit (21-22)	\$12,289.46	09/30/2022
	273235-273266 (21-22)	\$460,516.23	09/30/2022
	A/P Direct Deposit	\$628,893.85	09/30/2022
	273267-273306	\$456,269.76	09/30/2022
<b>Capital Projects</b>	A/P Direct Deposit (21-22)	\$979,257.03	09/15/2022
	273104-273106 (21-22)	\$454,798.10	09/15/2022
	273124	\$2,485.76	09/15/2022
	A/P Direct Deposit	\$162,881.93	09/30/2022
	273307-273311	\$162,511.19	09/30/2022
<b>ASB</b>	273107 (21-22)	\$295.00	09/15/2022
	A/P Direct Deposit	\$22,072.00	09/30/2022
	273312-273314	\$900.00	09/30/2022
<b>Trust</b>	A/P Direct Deposit	\$413.95	09/30/2022

## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Executive Director of Human Resources and Business Services  
**DATE:** October 11, 2022  
**SUBJECT:** Personnel Action

### NEW HIRES

NAME	POSITION	LOCATION	HIRE DATE	REASON
Brandt, Justin	Paraeducator	Franklin Pierce	09/08/2022	Replacement
Homan, Andrew	Network/Systems Manager	Information Technology	09/22/2022	Replacement
Jordan, Traycie	Paraeducator	Keithley	09/13/2022	Replacement
Lemke, Rebecca	Payroll Coordinator	Business Office	07/12/2022	Replacement
Loredo-Saucedo, Carol	Paraeducator	Central Avenue	09/22/2022	Replacement
Noble, Jennifer	Paraeducator	Hewins ELC	09/07/2022	Replacement
Pratt, Susanne	Nutrition Services Assistant	Washington	09/16/2022	Replacement
Price, Alicia	Public Engagement Manager	Superintendent's Office	10/17/2022	Replacement
Shelton, Vanessa	Paraeducator	Elmhurst	09/12/2022	Replacement
Thompson, Jeremy	Teacher	Washington	10/03/2022	Replacement

### TERMINATIONS

NAME	POSITION	LOCATION	HIRE DATE	EFFECTIVE DATE	REASON
Bofa, Emmanuel	Paraeducator	Franklin Pierce	11/03/2021	09/01/2022	Resignation
Burrows, Randa	Paraeducator	Ford	03/28/2022	10/07/2022	Resignation
Johnson, Mellonda	LPN	Hewins ELC	01/03/2022	09/13/2022	Resignation
Reed, Joe	Bus Driver	Transportation	12/05/2019	08/31/2022	Resignation
Ross, Rosalia	Paraeducator	Hewins ELC	08/31/2021	08/22/2022	Resignation
Seaman, Connor	Middle School Teacher	Keithley	08/30/2022	09/23/2022	Resignation
Shouse, Hope	Paraeducator	Washington	08/30/2022	09/23/2022	Resignation
Swift, Peter	Network/System Admin	Information Technology	03/25/2022	09/27/2022	Resignation

### APPOINTMENTS / PROMOTIONS / TRANSFERS

NAME	PREVIOUS POSITION & LOCATION	EFFECTIVE DATE	NEW POSITION & LOCATION	REASON
Jaquez, Justin	Assistant Chief Custodian / Washington	09/08/22	Assistant Chief Custodian / Franklin Pierce	Reassignment



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Tammy Bigelow, Director of Business Services  
**DATE:** October 11, 2022  
**SUBJECT:** Budget Status Reports, August 2022

Attached are the Budget Status Reports for all funds for August 2022. This is not the final August report as there will be revenue accruals from September and October.

#### **General Fund**

As of August 31, 2022, the ending fund balance was \$7,500,985. Property tax receipted was \$72,587 in August for a total revenue of \$10,473,557. Expenditures totaled \$12,701,924 with an excess of expenditures over revenues \$2,228,367.

#### **Capital Project Fund**

As of August 31, 2022, the ending fund balance was \$18,785,830. Property tax receipted was \$11,779. Local income from interest, E-rate, and impact fees totaled \$234,337.

- **Expenditures:**
  - **Bond: \$2,733,083**
  - **Technology Levy: \$205,680**
    - Network Infrastructure: \$3,446
    - New Computers: \$46,098
    - Fiber: \$16,171
    - VOIP Charges: \$23,567
    - Utilities: \$10,726
    - Bell & Clock: \$105,672

#### **Debt Service Fund**

Property tax collections in August totaled \$48,452 with an ending fund balance of \$3,775,508.

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

Ending fund balance was \$487,092.

#### **Transportation Vehicle Fund**

Depreciation of \$429,755 was deposited with an ending fund balance of \$1,390,680.

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 August, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<b>A. REVENUES/OTHER FIN. SOURCES</b>						
1000 LOCAL TAXES	14,380,077	72,587.08	15,583,140.34		1,203,063.34-	108.37
2000 LOCAL SUPPORT NONTAX	498,691	53,366.62	603,925.89		105,234.89-	121.10
3000 STATE, GENERAL PURPOSE	75,095,502	7,020,327.96	68,864,253.49		6,231,248.51	91.70
4000 STATE, SPECIAL PURPOSE	23,833,298	2,657,889.68	23,442,762.84		390,535.16	98.36
5000 FEDERAL, GENERAL PURPOSE	85,000	.00	80,607.75		4,392.25	94.83
6000 FEDERAL, SPECIAL PURPOSE	22,318,926	669,386.11	17,005,389.02		5,313,536.98	76.19
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
<b>Total REVENUES/OTHER FIN. SOURCES</b>	136,211,494	10,473,557.45	125,705,755.48		10,505,738.52	92.29
<b>B. EXPENDITURES</b>						
00 Regular Instruction	68,884,308	4,671,711.56	61,002,224.35	616,896.80	7,265,186.85	89.45
10 Federal Stimulus	453,400	460,345.57	3,110,770.82	0.00	2,657,370.82-	686.10
20 Special Ed Instruction	21,417,907	1,910,847.23	19,964,741.98	5,691.21	1,447,473.81	93.24
30 Voc. Ed Instruction	3,722,389	1,040,506.36	5,478,625.45	113,678.54	1,869,914.99-	150.23
40 Skills Center Instruction	0	.00	.00	0.00	.00	0.00
50+60 Compensatory Ed Instruct.	13,836,114	1,577,875.46	13,619,367.92	16,123.46	200,622.62	98.55
70 Other Instructional Pgms	793,984	48,919.06	647,820.75	0.00	146,163.25	81.59
80 Community Services	732,989	79,170.12	709,577.36	0.00	23,411.64	96.81
90 Support Services	30,522,575	2,912,549.54	26,702,196.41	263,661.47	3,556,717.12	88.35
<b>Total EXPENDITURES</b>	140,363,666	12,701,924.90	131,235,325.04	1,016,051.48	8,112,289.48	94.22
<b>C. OTHER FIN. USES TRANS. OUT (GL 536)</b>	0	.00	.00			
<b>D. OTHER FINANCING USES (GL 535)</b>	0	.00	.00			
<b>E. EXCESS OF REVENUES/OTHER FIN.SOURCES OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)</b>	4,152,172-	2,228,367.45-	5,529,569.56-		1,377,397.56-	33.17
<b>F. TOTAL BEGINNING FUND BALANCE</b>	12,000,000		13,030,555.40			
<b>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</b>	XXXXXXXXX		.00			
<b>H. TOTAL ENDING FUND BALANCE (E+F + OR - G)</b>	7,847,828		7,500,985.84			

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 August, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	2,571,001	11,779.25	2,544,804.88		26,196.12	98.98
2000 Local Support Nontax	564,500	234,337.63	2,045,491.48		1,480,991.48-	362.35
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	 246,116.88	 4,815,609.84		 7,547,891.16	 38.95
 <u>B. EXPENDITURES</u>						
10 Sites	0	736,952.54	2,801,505.38	286,730.95	3,088,236.33-	0.00
20 Buildings	46,728,000	2,036,333.52	14,693,534.68	15,806,733.96	16,227,731.36	65.27
30 Equipment	4,400,000	219,019.48	4,086,292.43	1,379,040.31	1,065,332.74-	124.21
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	 2,992,305.54	 21,582,282.49	 17,472,505.22	 12,074,312.29	 76.38
 <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-	2,746,188.66-	16,766,672.65-		21,998,926.35	56.75-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 42,222,687		 35,552,503.24			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 3,457,088		 18,785,830.59			
<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 August, 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	48,452.37	10,207,615.87		69,597.13	99.32
2000 Local Support Nontax	10,000	7,011.52	18,155.13		8,155.13-	181.55
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>	 10,287,213	 55,463.89	 10,225,771.00		 61,442.00	 99.40
 <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>	 9,662,700	 .00	 9,653,300.00	 0.00	 9,400.00	 99.90
 <u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>D. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES</u>						
<u>OVER(UNDER) EXPENDITURES (A-B-C-D)</u>	624,513	55,463.89	572,471.00		52,042.00-	8.33-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 2,197,913		 3,203,037.67			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 2,822,426		 3,775,508.67			
<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 August, 2022

	ANNUAL	ACTUAL	ACTUAL			
	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<b>A. REVENUES</b>						
1000 GENERAL STUDENT BODY	307,027	7,547.00	153,727.59		153,299.41	50.07
2000 ATHLETICS	206,700	2,374.54	122,370.34		84,329.66	59.20
3000 CLASSES	49,500	.00	15,259.00		34,241.00	30.83
4000 CLUBS	136,300	2,506.32	37,436.77		98,863.23	27.47
6000 PRIVATE MONEYS	34,981	.00	21,016.48		13,964.52	60.08
<b>Total REVENUES</b>	734,508	12,427.86	349,810.18		384,697.82	47.63
<b>B. EXPENDITURES</b>						
1000 GENERAL STUDENT BODY	320,707	14,961.41	90,026.86	0.00	230,680.14	28.07
2000 ATHLETICS	209,600	3,675.27	88,568.01	0.00	121,031.99	42.26
3000 CLASSES	47,600	.00	15,675.01	0.00	31,924.99	32.93
4000 CLUBS	169,550	11,428.14	40,354.79	383.00	128,812.21	24.03
6000 PRIVATE MONEYS	16,500	43.56	9,232.73	0.00	7,267.27	55.96
<b>Total EXPENDITURES</b>	763,957	30,108.38	243,857.40	383.00	519,716.60	31.97
<b>C. EXCESS OF REVENUES</b>						
OVER (UNDER) EXPENDITURES (A-B)	29,449-	17,680.52-	105,952.78		135,401.78	459.78-
<b>D. TOTAL BEGINNING FUND BALANCE</b>	350,000		381,139.83			
<b>E. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</b>	XXXXXXXXXX		.00			
<b>F. TOTAL ENDING FUND BALANCE</b>	320,551		487,092.61			
<b>C+D + OR - E</b>						

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 August, 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	0	.00	.00		.00	0.00
2000 Local Nontax	2,000	1,779.07	5,219.50		3,219.50-	260.98
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	380,000	429,755.35	429,755.35		49,755.35-	113.09
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>	1,090,126	431,534.42	474,724.85		615,401.15	43.55
<u>B. 9900 TRANSFERS IN FROM GF</u>	0	.00	.00		.00	0.00
<u>C. Total REV./OTHER FIN. SOURCES</u>	1,090,126	431,534.42	474,724.85		615,401.15	43.55
<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>	1,687,000	.00	.00	1,682,136.82	4,863.18	99.71
<u>E. OTHER FIN. USES TRANS. OUT (GL 536)</u>	0	.00	.00			
<u>F. OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
<u>G. EXCESS OF REVENUES/OTHER FIN SOURCES</u>						
<u>OVER(UNDER) EXP/OTH FIN USES (C-D-E-F)</u>	596,874-	431,534.42	474,724.85		1,071,598.85	179.54-
<u>H. TOTAL BEGINNING FUND BALANCE</u>	915,694		915,955.56			
<u>I. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	XXXXXXXX		.00			
<u>J. TOTAL ENDING FUND BALANCE</u>	318,820		1,390,680.41			
<u>(G+H + OR - I)</u>						



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Vicki Bates, Executive Director of Teaching and Learning Services  
**DATE:** October 11, 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 to digital copies of the curriculum may be reached [here](#).

### **RECOMMENDATION**

I move that the Board of Directors adopt the core instructional materials, *Changemakers: A Social Emotional Learning Curriculum*.

### **ACTION REQUIRED**



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Vicki Bates, Executive Director of Teaching and Learning Services  
**DATE:** October 11, 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, and 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 ACTFL / Washington Association for Language Teaching (WAFLT) world readiness standards.

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

### **RECOMMENDATION**

I move that the Board of Directors adopt the supplemental instructional materials, *Lupa*.

### **ACTION REQUIRED**



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Vicki Bates, Executive Director of Teaching and Learning Services  
**DATE:** October 11, 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 a 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**

I move that the Board of Directors adopt the supplemental instructional materials, *4 Minute Mastery*.

### **ACTION REQUIRED**



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** October 11, 2022  
**SUBJECT:** Policy 3122: Excused and Unexcused Absences

### **BACKGROUND INFORMATION**

FPS 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**

I move that the Board of Directors adopt revised FPS Policy 3122: Excused and Unexcused Absences.

### **ACTION REQUIRED**

## **EXCUSED AND UNEXCUSED ABSENCES**

### **Definition of Absence**

#### **Absence from in-person learning**

WAC 392-401-015 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 synchronous and asynchronous instruction**

1. A student is absent from synchronous and asynchronous instruction when the student 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 asynchronous activities must occur daily, within a twenty-four-hour time frame of when the participation is planned or expected.

#### **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. Absences due to the following reasons are excused:

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. Absences 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.

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 above criteria for an excused absence.

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 listed criteria above or is included an administrative procedure for an excused absence.

2. 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 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.

### **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 to address barriers to student attendance and provide timely interventions and best practices to reduce chronic absenteeism and truancy. Multi-tiered systems of support include:

1. Monitoring daily attendance data for all students who are absent, 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. 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:
  - 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.

### **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	Compulsory school attendance and admission
	RCW 13.34.300	Relevance of failure to cause juvenile to attend school to neglect petition
	Chapter 392-401A WAC	Statewide definition of absence, excused and unexcused

**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**



# Franklin Pierce Schools

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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Claudia Miller, Director of Family and Community Partnerships  
**DATE:** October 11, 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 FPS 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. FPS 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**

I move that the Board of Directors adopt new FPS Policy 4218: Language Access.

### **ACTION REQUIRED**



## 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'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.

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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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Liza Klumpar, Chief Technology Officer  
**DATE:** October 11, 2022  
**SUBJECT:** Information Technology Surplus Request

## BACKGROUND INFORMATION

The Information Technology Department requests approval to surplus the listed items.

## RECOMMENDATION

I move that the Board of Directors approve the surplus of listed information technology items.

## ACTION REQUIRED

Item	Make	Model	Quantity
Camera	Cannon	PowerShot A3000 IS	3
Camera	Cannon	PowerShot A1200	1
Camera	Casio	EX-Z80	2
Camera	Casio	Flip Video	1
Camera	Casio	Flip Video Ultra	1
Camera	Kodak	DX3700	1
Camera	Nikon	Coolpix S4000	2
Camera	Olympus	Stylus 500	1
Camera	Panasonic	DMC-LS75	1
Camera	Sony	Cyber-shot	1
Camera	Vivitar	ViviCam 6300	2
Cell Phone	Apple	iPhone XS	2
Cell Phone	Motorola	I670	1
Cell Phone	Sonim	XPP3800	1
Desktop	Dell	3459	1
Desktop	Dell	Inspiron 24	1
Desktop	Dell	OptiPlex 380	3
Desktop	Dell	OptiPlex 390	14
Desktop	Dell	OptiPlex 755	1
Desktop	Lenovo	M90z AIO	5
Dock	Lenovo	ThinkPad OneLink+	1
Document Camera	Elmo	TT-02S	5
Document Camera	HoverCam	Solo 8 Plus	1

Item	Make	Model	Quantity
Document Camera	HoverCam	Ultra 8	4
Dual Receiver	ElectroVoice	MR3000-516	1
Dual Receiver	ElectroVoice	MR3000-523	1
Electronic Game	Flash Pad Infinite		1
Laptop	Dell	Latitude 3190 2-in-1	1
Laptop	Dell	Latitude E5400	2
Laptop	Dell	Latitude E410	1
Laptop	Dell	Latitude E5520M	1
Laptop	Dell	E6500	1
Laptop	Dell	Precision M4800	1
Laptop	Dell	Vostro 3400	1
Laptop	Dell	Vostro 3450	1
Laptop	Lenovo	E550	1
Laptop	Lenovo	T440P	1
Laptop	Lenovo	Yoga 12	1
Laptop	Lenovo	Yoga 260	4
Laptop	Lenovo	Yoga 460	2
Laptop	Lenovo	Yoga S1	2
Laptop Charger	Dell	65 W	10
Laptop Charger	Lenovo	45 W Round	10
Laptop Charger	Lenovo	45 W USB-C	16
Laser Scanner	Follett		1
Laser Scanner	Netum	NT-1698LY	1
Monitor	Dell	1908FP1	3
Monitor	Dell	P2314HT	3
Monitor	Dell		3
Monitor	Lenovo	TI024GEN3	4
Power	APC	Smart-UPS 1500XLM	1
Power	APC	SUM48RMXLBP2U	2
Print Server	HP	J3263A	1
Printer	HP	LaserJet P2055dn	1
Printer	HP	LaserJet P3005N	1
Printer	HP	LaserJet Pro 400 Color M451dn	2
Projector	3M	MP7640i	1
Projector	Casio	XJ-M246	1
Projector	Casio	XJ-M255	1
Projector	NEC		1
Security Camera	One Panasonic	W V-NW502S	1
Switch	3Comm	Office Connect	1
Switch	HP	V1910-24G-POE	1
Switch	Linksys	SD216 Ver. 2.1	1
Switch	Trendnet	TEG-S16DG-MO	1
Wireless Display	ScreenBeam	960	1
Wireless Receiver	Shure	PG4	1



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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Executive Director of Human Resources and Business Services  
**DATE:** October 11, 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:

Christopher Berggren	Currently endorsed in Special Education and Elementary Education, he will teach courses that require an endorsement in English Language Learner.
Nyla Moore McCreary	Currently endorsed in Special Education, she will teach courses that require an endorsement in Elementary Education.

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 Christopher Berggren to teach English Language Learner at Washington High School and Nyla Moore McCreary to teach Elementary Education at Midland Elementary 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:** October 11, 2022  
**SUBJECT:** 2022-2024 Franklin Pierce Extra-Curricular Athletic and Activities Association Collective Bargaining Agreement

### **BACKGROUND INFORMATION**

Franklin Pierce Extra-Curricular Athletic and Activities Association (FPEAAA) and Franklin Pierce Schools have reached a tentative agreement regarding the 2022-2024 Collective Bargaining Agreement. A link to the prior [FPEAAA Collective Bargaining Agreement](#), proposed revised agreement, and a bargaining highlights document are attached for your review.

### **RECOMMENDATION**

I move that the Board of Directors approve the 2022-2024 Franklin Pierce Extra-Curricular Athletic and Activities Association Collective Bargaining Agreement.

### **ACTION REQUIRED**

## **FPEAAA bargaining highlights**

**September 2022**

Franklin Pierce Extra-Curricular Athletic and Activities Association

In this bargain we collaborated with the FPEAAA bargaining team and agreed to the following:

- Clean up throughout the CBA to update or remove outdated references and gender specific language.
- Added language assuring protections against workplace intimidation and harassment of coaches.
- Made updates to provide clarity regarding grievances, evaluations, non-coach supervision at events and games, retaining experience when moving within the same sport, and CPR class offerings.
- Reclassified Cross Country from a Group III sport to a Group II sport.
- Created a process to prioritize district team use of facilities before external facility use is approved.
- Strengthened language ensuring building staff are interviewed for open positions in their building. Added language that requires a building head coach to have the opportunity to participate in interviews.
- Strengthened language regarding uniform and equipment purchases, tracking, and storage. We also added “Properly stores, cares for and manages equipment” to the coach evaluation tool.
- Established a parameter for a yearly budget for each sport, as financially feasible.
- Simplified the meal allowances for coaches and athletes that participate in extended season contests.
- Added language ensuring the district will continue to post and attempt to hire two full-time Athletic Trainers and left a part-time option available if needed.
- Established the possibility that contracted coaches could receive up to \$1,000 for summer activities.
- Added longevity steps and increased longevity overall.
- Provided a 9% increase to all amounts on the salary schedule.



**AGREEMENT**

**Between**

**FRANKLIN PIERCE SCHOOL DISTRICT**

**and**

**FRANKLIN PIERCE  
EXTRA-CURRICULAR ATHLETIC AND ACTIVITIES  
ASSOCIATION (FPEAAA)**

**TERM: September 1, 2022 - August 31, 2024**

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## **PREAMBLE**

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the ACT); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the employees who hold extracurricular positions in the Franklin Pierce School District (District) which do not require OSPI certification, this Agreement is made and entered into this 1<sup>st</sup> day of September 2022, by and between the District and the Franklin Pierce Extra-Curricular Athletics and Activities Association (Association or FPEAAA).

## **PART I – DISTRICT/ASSOCIATION RELATIONSHIPS**

### **ARTICLE 1 RECOGNITION**

- 1.1 The District hereby recognizes the Franklin Pierce Education Association as the exclusive bargaining representative for all employees who hold extra-curricular supplemental positions in the Franklin Pierce School District that do not require OSPI certification excluding casual and confidential employees.
- 1.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- 1.3 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural; and the word “day(s)” shall mean school days during the school year and all weekdays, except holidays, during the remainder of the year.

### **ARTICLE 2 RIGHTS**

#### **Section 2.1 Rights of Employees.**

- (A) The District agrees that it shall not unlawfully discriminate against any employee by reason of race, religion, color, national origin, sex, sexual orientation, marital status, age, or due to any sensory, mental, or physical handicap, or membership in the Association. The District shall not discriminate by reason of domicile.
- (B) The private and personal life of an employee is of no concern to the District except to the extent that it interferes with the employee carrying out their responsibilities within the District.
- (C) An employee, at their option shall be entitled to have present a representative of the Association during any meeting called by the District, or an authorized agent of the District, wherein the employee has a reasonable expectation that they might be disciplined or penalized.
- (D) Employees shall not be disciplined without just cause. Any action taken against an employee shall be appropriate to the behavior which precipitates said action. Formal discipline shall be in private. The specific grounds forming the basis for any disciplinary action shall be provided to the employee, in writing, prior to any formal disciplinary action. Any complaint or accusation made against an employee which could result in disciplinary action or have an adverse impact on the employee's evaluation will be called to the attention of the employee within ten (10) working days. Not returning an employee to a position or stipend for the next season or activity shall not be construed as discipline.

- (E) Each employee shall have the right to inspect their own personnel file at any reasonable time. The employee shall have access to all material in the file except those items from the confidential college placement file. Non-confidential file material shall be reproduced for the employee if requested. The employee shall pay for the expense of such reproduction. The District shall send the appropriate employee a copy of any letters of complaint within ten (10) working days of receipt of said complaint and, if such letter is placed in the personnel file, the employee may answer the complaint and attach the answer to the letter. All derogatory materials from the employee's personnel file shall be removed at the request of the employee three (3) calendar years after the letter is placed in the file except those items disallowed under State statute. This provision shall not be construed to prohibit the District from maintaining records of investigations or discipline in files other than the employee's personnel file, nor shall this provision be construed as a limitation on matters which may be considered by the District or an arbitrator in determining the appropriate level of discipline for an act of employee misconduct. Such request must be made in writing to the Executive Director of Human Resources. The employee's annual evaluation shall be exempt from this provision. Employees shall have the right to respond, in writing, to any material contained in their personnel file. Materials gathered, as a result of an investigation, shall not be placed in the employee's personnel file until the investigation is concluded.
- (F) Investigations of employees resulting from complaints or accusations made against them shall be completed within thirty (30) days of the incident giving rise to the investigation except in cases involving outside agencies, lack of employee cooperation, or other circumstances beyond the District's control. Nothing herein shall be construed to limit the District's authority to determine whether to offer a new contract to an employee in a subsequent season.
- (G) During the term of this agreement the FPEAAA and members of the bargaining unit, as individuals or as a group, shall not initiate, cause, permit or participate in any strike, work stoppage, slow down, picket or any other restriction of work against the District. Employees, while acting in the course of their employment, shall not honor any picket line established at or around any District property. Disciplinary action, including discharge may be taken by the District against employees violating this Section.
- (H) Each employee shall comply with the school and District rules, policies, and regulations, as well as WIAA standards for students and staff. Coaches and activity advisors shall maintain WIAA certification as a condition of employment.
- (I) A head coach who receives notice that their coaching assignment will not be continued for the next year may appeal the decision to the District's Superintendent. To do so, within ten (10) calendar days of receiving notice that their coaching assignment will not be continued, they must submit a letter to the District's Superintendent stating the basis for the appeal. The Superintendent will hear the appeal within ten (10) calendar days. If the Superintendent is unavailable within the specified time frame, the parties may mutually agree to extend the timeline if necessary. The head coach may invite a union representative to attend the meeting with the Superintendent. The Superintendent's decision will be final.
- (J) Coaches who are also certificated employees shall not be required to attend more than two after school district/building meetings per month outside their contracted workday if such meetings conflict with the coach's practice. After gathering input from coaches, principals shall determine at the beginning of each season which two meetings coaches will be expected to attend each month. This prohibition does not apply to IEP meetings or other necessary meetings with parents and students. Nothing herein shall relieve a certificated staff member of their responsibility to obtain and learn materials provided in such meetings.

Coaches will not be required to arrange supervision of students while attending PLC meetings.

Mandatory (non-elective) content meetings conducted by Teaching and Learning shall not be scheduled during the first week of a sports season.

- (K) The Association President or their designee shall meet with the Superintendent or their designee at least quarterly to review implementation of this Agreement and/or to discuss such other matters as might be of mutual concern.

At these meetings proposed changes in District policies, regulations, procedures, etc., may be raised by either the District or the Association so as to obtain or express the considered professional judgment of the Association with respect to the proposed changes. Such policies, regulations, procedures, etc., shall not be grievable unless they constitute a specific violation, misapplication, or misinterpretation of a specific provision(s) of this Agreement.

- (L) The District shall take appropriate measures to avoid workplace intimidation and harassment from outside sources, students, and other District personnel. Upon receiving a notice from a member of the bargaining unit of harassment, the District will look into the matter in a timely manner and provide appropriate supports.

## **Section 2.2 Rights of District**

The customary and usual rights, powers, functions, and authority of management are vested in management officials of the District, excepting where the District expressly and in specific terms has agreed to limit those rights in this agreement. Included in these rights in accordance with applicable laws and regulations are the right to direct the work force, the rights to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary actions against employees; and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operations by determining the methods, the means, and the personnel by which such operation is conducted.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations related to personnel policies, procedures and practices, and matters of working conditions, the District shall abide by the rights of the Association and the employees and to the obligations imposed by the Agreement.

## **ARTICLE 3 GRIEVANCE PROCEDURE**

**Section 3.1 Purpose.** The purpose of the grievance procedure is to provide orderly and expeditious means for resolving problems or grievances at the lowest possible level.

### **Section 3.2 Definitions.**

“Grievance” shall mean a claim by an employee that there exists a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement.

“Grievant” shall mean an employee in the bargaining unit, except as provided in Section 3.3.

“Days” shall mean school days during the school year and all weekdays, except holidays, during the remainder of the year.

“Time Limits” shall be considered maximum except that both parties may mutually agree in writing to extend such limits with respect to any particular grievance. If time limits are not met by a grievant, the grievance shall be considered waived. If time limits are not met by the District, the grievant shall have the right to proceed to the next level of the grievance procedure.

**Section 3.3 Association Grievances.** The Association shall have the right to grieve any violation, misapplication, or misinterpretation of any provision(s) involving the Association. Such grievances shall be filed at Step 2 of the grievance procedure.

**Section 3.4 Informal Discussion.** Any employee having a problem concerning a violation, misinterpretation, or misapplication of this Agreement shall, within twenty (20) days of the time the employee had knowledge of or should have had knowledge of the problem, discuss the problem informally with the principal or appropriate immediate administrator and shall set forth the provision(s) believed to be violated, misinterpreted, or misapplied. In the event the problem is not resolved informally in the discussions with the immediate administrator, the employee may, within thirty (30) days of the time the employee had knowledge of or should have had knowledge of the problem, take the matter up as a grievance as outlined in Section 3.5.

**Section 3.5 Grievance Procedure.** The following sets forth steps to be followed when attempting to resolve grievances:

**STEP 1:** In the event the problem is not resolved informally, as set forth in Section 3.4, it shall be reduced to writing and submitted to the appropriate administrator as a grievance within thirty (30) days of the time the grievant had knowledge of, or should have had knowledge of, the problem giving rise to the grievance. The written grievance shall state the fact(s) upon which it is based, the issue(s) involved, any Agreement provisions allegedly violated, and relief sought.

A meeting between the grievant and the administrator shall be held to resolve the grievance within ten (10) days following receipt of the written grievance by the administrator. The administrator must respond to the written grievance within 10 days following this meeting.

**STEP 2:** In the event the grievant is unsatisfied with the disposition of the grievance at Step 1, or in the event no decision is reached within ten (10) days after the presentation of the grievance, the grievant and/or the Association may, within five (5) days thereafter, refer the matter in writing to the District Superintendent, either by registered mail or in person.

- (A) If the Association decides not to pursue the grievance, it shall so notify the grievant and the District Superintendent in writing, and the matter, insofar as the Association is concerned, is terminated.
- (B) An Association representative and the grievant, in pursuing the grievance on behalf of the grievant, shall meet with the Superintendent and/or their designated representative(s) within ten (10) working days of the Superintendent's receipt of the notice in an effort to resolve the grievance. The Superintendent or their designee shall issue a written response to the grievance within fifteen (15) days following this meeting.
- (C) Time limits, as set forth in this section, shall also apply when an employee is acting on their own behalf.

**STEP 3:** In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of Step 2, said grievant may refer the matter to arbitration as provided below. If the grievant is unsatisfied with the disposition of Step 2 of the grievance procedure, the grievant may, within ten (10) days, and with the consent of the Association, submit the matter to arbitration. Notice of intent to arbitrate shall first be provided to the District in writing. Except for Association grievances as defined in Section 3.3, submission of any grievance to arbitration shall require the grieving employee's consent.

Any grievance relating to interpretation or application of the specific provision(s) of this Agreement may be submitted to arbitration unless excluded by the other provisions of this Agreement or this Article.

**Section 3.6 Arbitration.** To effectuate arbitration, the Association shall request within the ten (10) days a

list of arbitrators from the Public Employment Relations Commission (PERC), the Federal Mediation and Conciliation Service (FMCS), or the American Arbitration Association (AAA), in accordance with their rules governing arbitrator selection. The Association and the District may also otherwise agree to an arbitrator. The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of the Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall render his decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have ten (10) days in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost, (reporter, hearing room, etc.) shall be shared equally by the District and the Association.

The decision and/or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on all parties.

The Arbitrator shall have no power or authority to rule on any of the following:

- (a) A decision not to continue a supplemental contract except in the case of a procedural error.
- (b) The content of an employee's evaluation except in the case of a procedural error.

**Section 3.7 Representation.** The grievant shall have the right to have representation by the Association at any step in the formal grievance procedure. Nothing contained herein shall preclude an employee from presenting their grievance to the District and resolving such grievance through Step 2 without intervention of the Association. The District shall provide copies of such written grievances to the Association, advising it of meetings pertaining to resolution of the grievances so the Association may attend and make its views known.

The District shall honor any reasonable request from the Association, and the Association shall honor any reasonable request from the District, for information pertinent to the investigation, processing, or resolution of a grievance.

**Section 3.8 Released Time.** Should the investigation or processing of any grievance require an employee to be released from their regular assignment, they shall be released, and the Association shall compensate the District for all required substitute costs, except if such request for released time is made by the District. Grievance hearings and meetings will take place outside of the regular workday or by mutual agreement of the parties.

**Section 3.9 Confidentiality and Good Faith.** The Association and the District recognize that confidentiality and good faith are key elements to a successful grievance procedure. Accordingly, both pledge themselves to participate in good faith and to require the parties involved to limit the number of additional persons knowing the names of the grievant to those necessary to a successful resolution.

**Section 3.10 No Reprisals.** There shall be no threats or reprisals of any kind by the Association or its members against any employee who does not wish to file a grievance or settle a grievance or who appears as a witness or gives testimony in the grievance procedure. There shall be no threats or reprisals of any kind by the District against any party due to their involvement in the grievance procedure.

**Section 3.11 Separate Files.** All documents, communications, and records dealing with processing of a grievance shall be filed separately and not in any of the individual's personnel files.

## **PART II - GENERAL CONDITIONS**

### **ARTICLE 4 EMPLOYEE EVALUATION**

The evaluation instrument and indicators attached (Appendix B and C) shall be used in accordance with the following procedures:

- 4.1 All head coaches will be evaluated in writing for each sport coached each year. Each coach will be advised of who their evaluator will be within 10 workdays following the start of the season. The employees will be observed in a variety of coaching responsibilities. The evaluation will be provided to the employee within thirty (30) days after the sport's last contest. For those coaching spring sports, the evaluation will be provided to the employee within thirty (30) days after the sport's last contest or by the last day of school. At the evaluation conference, the coach is encouraged to discuss items such as budget, staffing, equipment, facilities, etc.
- 4.2 The athletic director, building principal, assistant principal or administrative designee is the person with primary responsibility for the evaluation of coaches. It is understood that evaluators may receive support from other building or District administrators.
- 4.3 The evaluator is not required to include written comments on the evaluation unless a category on the evaluation is marked "unsatisfactory."
- 4.4 The employee's signature on the evaluation form indicates that they have received the evaluation; it does not necessarily imply agreement. The employee may submit a response to the evaluation. The response will be included in the employee's personnel file.
- 4.5 Assistant coaches will be provided written feedback on their work performance via Appendix D on an annual basis, including areas of strength and areas for growth. Head coaches shall provide the evaluator with feedback related to assistant or volunteer coach performance upon request but shall not be assigned to evaluate or take personnel actions with regard to assistant coaches.
- 4.6 Whenever the District has a concern about a head coach's performance that could result in a non-renewal, the head coach will be notified as soon as possible after the District becomes aware of such concern, in order to provide the coach with an opportunity to improve. The District will provide the head coach with a list a concerns and work with the coach to meet expectations.

### **ARTICLE 5 STUDENT DISCIPLINE**

- 5.1 The Guide for Student Athletes will be distributed to each bargaining unit member at the beginning of the season. Bargaining unit members who coach more than one sport will receive the Guide once per year. Input by coaches on the Guide for Student Athletes shall be solicited by the District on a yearly basis.

In accordance with state law and District procedure, each employee has the authority to use prudent disciplinary measures for the safety and well-being of students and staff, provided that: (1) the employee has followed established District policy and procedures, and (2) the employee, when appropriate, provides supporting documentation of behavior that led to the incident and efforts made to correct the behavior.

The Administrators shall work with employees in their efforts to maintain discipline in the District and during extra-curricular activities and shall give prompt response to all employees' requests regarding discipline problems.

- 5.2 The District shall provide supervision at the event for all home events/games/contests held at



District schools, pursuant to league requirements. At games where supervision is required herein, coaches shall not be expected to supervise spectators, and supervision shall remain present at the event until all spectators have left. Coaches will assist by ensuring that team members and coaches leave contests in a timely manner.

- 5.3 When feasible, the District will transport students from the same school on a single bus. Head and assistant coaches are generally expected to ride the bus with students to offsite contests. Coaches who are otherwise employed by the District, and who are unable to ride the bus due to required work activities that extend their regular work day, shall be provided a district vehicle or paid mileage at the IRS rate. This shall not apply to coaches who are unable to ride the bus because their regular work hours conflict with coaching duties.

## **ARTICLE 6 EQUIPMENT MAINTENANCE AND PURCHASE**

- 6.1 Each year, each building Athletic Coordinator will provide the District Athletic Director a prioritized list of equipment needs no later than March 31. In developing this list, the Athletic Coordinator will solicit input from the building's coaches. The Athletic Director will make recommendations to the District on the priority purchases. When purchasing equipment and maintaining facilities, equipment and facilities necessary for safety or to be used in competitions shall be prioritized.
- 6.2 The District Athletic Director will work with the Athletic Coordinators, with input from coaches, to establish a District-wide uniform rotation schedule and secure storage for District equipment and uniforms. The schedule will include the dates of known past purchases and the next scheduled purchases for each individual sport.

The District shall provide a list of all District-funded equipment purchases from the previous year to all head coaches and FPEAAA by October 1<sup>st</sup> of every year. The building athletic coordinator shall communicate to each head coach the budget process and funds available prior to the start of their season. Each sport will receive an annual minimum budget for minor/seasonal equipment purchases and may be rolled over from year to year.

Major equipment purchases shall be fair and equitable for all sports, taking into account the unique needs of each sport and factors such as student safety.

Coaches shall be responsible for tracking and collecting uniforms at the end of each season.

- 6.3 Use of Facilities

The District will provide an accounting of revenue generated from the use of athletic facilities upon the request of FPEAAA. Priority for the scheduling of District facilities shall first be given to District practice sessions, make-up games, extended seasons or team-related activities before other outside organizations. Prior to scheduling athletic facility use for outside organizations, an opportunity will be provided for head coaches and building Athletic Coordinators to submit requests for dates of use for District teams. In order to establish priority for facility usage, Fall schedules must be submitted by June 1, Winter schedules must be submitted by October 1, and Spring schedules must be submitted by February 1.

## **ARTICLE 7 ASSIGNMENTS, VACANCIES, AND HIRING PROCEDURES**

- 7.1 Appointments to coaching and extra-curricular positions covered by this Agreement are on a yearly or seasonal basis.
- 7.2 Hiring for Athletic Coaches
- A. Notice

1. Employees assigned to coaching assignments shall have their appointments reviewed each year by the building administrator. Within 20 workdays following the end of the athletic season or by June 30, for those coaching spring sports, the building administrator or designee will notify the coach if they will be asked to return in the same position for the next year. For those coaching spring sports, a good faith effort will be made to notify the coach by the last day of school. If a person is informed that they will not be returning, the administrator will provide the rationale in writing.
2. If an employee in a non-athletic position will not be continued in the position for the next year, the administrator will provide the employee with notice of the decision and the reason(s) for it in writing by the last day of school.
3. Except in extenuating circumstances, a person in a position covered by this Agreement who does not want to continue in the same position for the next school year will notify their supervisor, in writing, within 30 workdays following the end of the athletic season or by the last day of school for those coaching spring sports.

#### B. Posting Vacancies

1. All vacant head coaching positions will be posted inside and outside of the District through the regular personnel requisition process. The building administrator or designee and/or Athletic Coordinator/Director will screen the applicants. Interviews will be conducted as determined by the building administrator. **At least one (1) current head coach from the building will have the opportunity to be a member of the hiring team.** Vacant assistant coaching positions will be posted as determined by the building administrator in consultation with the head coach.
2. Head coaches may recommend assistant coach hires to the building administrator and athletic director and shall be on the hiring team. If the District declines to hire an assistant recommended by a head coach, the District will provide an explanation to the head coach.
3. Open positions shall be posted within thirty (30) days of the District's decision to fill a vacancy.

#### C. Hiring Procedures for Head Coaches

1. In-District bargaining unit members and in-building employees who apply for a coaching position and meet the minimum qualifications for the position will be guaranteed an interview; provided, that if more than three (3) applications are received, the District may limit interviews to the three (3) most qualified applicants.
2. Interviews for coaching assignments will be separate from interviews for teaching and other positions.

#### 7.3 Certificated Coaches

Certificated employees who are also members of FPEAAA will not generally miss certificated contract time to coach, unless authorized by their building administrator.

#### 7.4 Assistant Varsity Coaches

High school sports may be provided an assistant varsity coach based upon a demonstrated need.

## **ARTICLE 8 LENGTH OF SEASON (Extended Season)**

Coaches, athletic trainers and cheerleading advisors whose teams participate in extended seasons because of WIAA sanctioned post-season activities will be compensated in the following manner:

- A. For high school team sports (football, basketball, soccer, volleyball, baseball, and fastpitch), coaches and athletic trainers are eligible for extended season pay if, at the end of the regularly scheduled season the team has the potential of elimination prior to a league playoff, tournament or meet, and gains entrance to the league playoff, tournament or meet.
- B. For high school individual sports (golf, cross-country, tennis, track, and wrestling), coaches are eligible for extended season pay at the conclusion of the league tournament when an athlete gains entrance to the district or regional tournament.
- C. Coaches will be paid at a per diem rate based on their stipend and the length of the season (stipend divided by 45). Cheerleading advisors will be paid at a per diem rate based on their stipend and the length of the season (stipend divided by 90). Athletic trainers will be paid at a per diem rate based upon their stipend (stipend divided by 156). Coaches who participated in high school team sports as identified in section 8A during the regular season will be eligible for postseason pay, provided that they participated fully in all regular season practices and contests and will provide supervisory support at the contest and have event-specific responsibilities.
- D. Extended season compensation will be paid for practice and event days only.
- E. Teams whose post-season activities are not continuous with the regular season will be compensated for WIAA-sanctioned practices prior to the contest.
- F. When middle school track and/or wrestling coaches are required by the league to host the league tournament, the head coach in the sport will be provided a \$350 stipend for organizing the event and the assistant coach(es) will be provided a \$200 stipend for organizing the event. Each year the coaches participate in the league tournament, they will each receive a \$200 stipend.
- G. Coaches can submit requests for meal allowance when teams/athletes qualify for post season contests; however, employees must submit and obtain approval for these requests prior to each contest.

## **ARTICLE 9 JOB DESCRIPTIONS AND PRE/POST SEASON CONFERENCE**

- 9.1 When job descriptions are created, input will be sought from coaches and class advisors.
- 9.2 The building athletic coordinator shall conduct both a pre-season and post season conference to discuss items such as budget, staffing, equipment, facilities, etc. with head coaches.

## **ARTICLE 10 MAINTENANCE AND SAFETY**

- 10.1 The District shall maintain athletic facilities in a condition that is reasonably safe for the purposes intended. The District shall provide a checklist for head coaches to fill out with any safety concerns. Upon receipt, such concerns shall be provided to the Maintenance department immediately. Head coaches will notify the athletic coordinator in writing of any necessary maintenance issues and shall be provided information on the status of work orders upon request. The building athletic director/coordinator shall meet with Head Coaches prior to the beginning of the season to develop a maintenance schedule for that facility and/or field.

## **PART III SALARY MATTERS**

### **ARTICLE 11 SALARY AND SALARY PAYMENTS**

- 11.1 Salaries for employees subject to this Agreement are contained in Appendix A of the contract.
- 11.2 When supplemental contract positions are known, a good faith effort will be made to issue contracts to the employee to facilitate the beginning of payment by the end of the September pay period. This only applies to certificated employees paid on a stipend basis.
- 11.3 The following provisions apply to athletic coaches:
- a. All coaches new to the District shall receive full public school and accredited private school experience credit as stated below.
  - b. Any coach moving down in the same sport shall retain accumulated experience gained in that sport.
  - c. Any retired coach who returns to coaching shall retain previously accumulated District experience.
- Any coach making a move in the same sport shall retain full accumulated experience.
- 11.4 Increment steps shall take effect on September 1 of each year during the term of this Agreement.
- 11.5 Classified employees eligible for coverage by the Fair Labor Standards Act in their regular Franklin Pierce School District employment shall receive overtime pay at time and one-half for all hours (including regular and extra-curricular hours) worked in excess of forty (40) hour week. For Franklin Pierce certificated employees, salaries will be paid as a stipend based on the regular season.
- 11.6 Extra-curricular and activities stipend compensation shall be paid monthly, quarterly or at the conclusion of the activity as designated by the employee. Classified employees must turn their completed time sheets in by the payroll cut-off each month to be paid that month. Hours worked in excess of the designated hours must receive prior approval from the athletic coordinator or building administrator.
- 11.7 In the event of a levy failure or significant loss of state or federal funds, the parties shall meet to discuss the impact, if any, on athletics and employees covered by this agreement.
- 11.8 The District shall post for and attempt to hire at least two (2) full time Athletic Trainers who will be responsible for providing on-site aid with practices, safety, recuperation, and games. If the District is not successful in recruiting a qualified athletic trainer for each high school after posting the position, the District, may, as it has done at times in the past, contract-out the athletic trainer services. The District will notify the Association if this occurs. In the event no athletic trainers can be found, the District will seek emergency medical support for high contact sports.
- 11.9 Vacations or other planned absences should be scheduled outside the coaching season whenever feasible. If an employee is absent from coaching duties for more than one (1) consecutive day, for reasons other than illness or injury, or job-related absences the coach's pay under the coaching stipend may be adjusted accordingly to reflect such absence. This includes absences due to personal leave or vacations days taken by current certificated or classified employees.

## **PART IV EMPLOYEE BENEFITS**

### **ARTICLE 12 EMPLOYEE PROTECTION**

- 12.1 The Board shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or their representatives.
- 12.2 The District will pay the cost for membership in the Washington State Coaches' Association for each paid coach, not to exceed a total of \$5,000. To participate, the coach must complete the required paperwork provided by the Athletic or Human Resources Department.

### **ARTICLE 13 TRAINING**

- 13.1 For coaching positions, the District will continue to periodically provide and pay for First Aid and CPR classes at least two times per year – one before the start of school and one other time. In addition, the Athletic Directors and the Franklin Pierce Extra Curricular Athletic and Activities Association (FPEAAA) representatives may agree upon the offering of other related courses.
- 13.2 To the extent consistent with the salary placement provisions in the certificated CBA, the District will accept coaching/activity clinic/class hours for salary advancement on the certificated employee salary schedule.
- 13.3 The District will allocate \$125 per budgeted athletic coaching bargaining unit position to be pooled for athletic clinic/class fees and shall provide a quarterly accounting of the balance in each building to the FPEAAA and every athletic coordinator and coach. The District shall pay the cost of subs for up to six (6) district employees to attend pre-registered and pre-approved training on a school day. If more than six (6) employees are interested, the six employees will be selected by lottery. The District Athletic Director will maintain and administer the funds for each school. Coaches will apply to the Athletic Director for use of the funds. Schools may request to pool funds to bring a training to the District.
- a. The priority for use of the funds is for trainings that meet the WIAA coaching standards.
  - b. By May 1, if a building has remaining funds that have not been used or designated for use, the building may use the funds as follows: a coach may apply for approval of, or submit receipts for reimbursement for, the travel expenses (hotel, air or train fare) directly associated with attendance at an out-of-the-area athletic training or for other conference-related materials (videos, workbooks, textbooks). Funding of such activities must meet all other District requirements.
  - c. At the Athletic Director's discretion, the funds may be used to pay for substitutes. Coaches will not misuse sick leave to attend training.
  - d. If after June 1, a building has remaining funds that have not been used or designated for use, the building's athletic coordinator may place a request with the Athletic Director to use up to \$500 to purchase educational coaching material (i.e., videos, workbooks, textbooks).
  - e. Seventy-five (75) percent of funds not expended prior to September 1 of each year will be used by the Athletic Director to support the athletic program, including paying for speakers at coach and/or parent trainings, and/or the purchase of equipment and/or uniforms. Twenty-five (25) percent of funds not expended prior to September 1 of each year will be carried over.

## **PART V STATUS OF THE AGREEMENT**

### **ARTICLE 14 STATUS OF AGREEMENT**

- 14.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 14.2 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the Agreement will be by written mutual agreement of the parties.
- 14.3 If any employee's individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

### **ARTICLE 15 CONFORMITY TO LAW**

- 15.1 This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision(s) is/are determined to be contrary to law, such provision shall be renegotiated.

### **ARTICLE 16 DISTRIBUTION OF AGREEMENT**

- 16.1 Following ratification signing of this Agreement, the District shall print this Agreement. The cost of printing and distributing of the Agreement shall be borne by the District. Twenty additional copies shall be provided to the Association.

### **ARTICLE 17 DURATION**

- 17.1 This Agreement shall be in effect from September 1, 2022, through August 31, 2024.
- 17.2 If the League adds a fifth sport season at the middle school level during the life of this agreement, the parties agree to a re-opener on this topic.

FRANKLIN PIERCE SCHOOL DISTRICT

BY \_\_\_\_\_

\_\_\_\_\_  
Date

FRANKLIN PIERCE EXTRA-CURRICULAR ATHLETIC  
AND ACTIVITIES ASSOCIATION

BY \_\_\_\_\_

\_\_\_\_\_  
Date

## APPENDIX A

### 2022-23 - HIGH SCHOOL ATHLETICS SCHEDULE

	STEP 1	STEP 2	STEP 3
<b><u>Group 1</u></b>			
<b><u>HEAD COACH</u></b>	7,585	8,008	8,429
Basketball (boys & girls)			
Football			
Wrestling (boys & girls)			
Special Olympics (When students compete in 3 sports)			
<b><u>ASSISTANT COACH</u></b>	5,312	5,755	6,055
Basketball (boys & girls)			
Football			
Wrestling (boys & girls)			
Special Olympics (When students compete in 3 sports)			
<b><u>Group 2</u></b>			
<b><u>HEAD COACH</u></b>	5,587	6,177	6,616
Baseball			
Cross Country (Co-ed)			
Soccer (boys & girls)			
Softball			
Track (boys & girls)			
Volleyball			
Special Olympics (When students compete in 2 sports)			
<b><u>ASSISTANT COACH</u></b>	3,911	4,326	4,631
Baseball			
Cross Country (Co-ed)			
Soccer (boys & girls)			
Softball			
Track (boys & girls)			
Volleyball			
Special Olympics (When students compete in 2 sports)			
<b><u>Group 3</u></b>			
<b><u>HEAD COACH</u></b>	4,636	5,192	5,625
Tennis (boys & girls)			
Golf (boys & girls; co-ed)			
Dance			
Bowling			
<b><u>ASSISTANT COACH</u></b>	3,246	3,632	3,938
Tennis (boys & girls)			
Golf (boys & girls; co-ed)			

**SUMMER STIPEND**      Contracted high school coaches may be allotted up to one thousand dollars (\$1000) for summer coaching activities.

## APPENDIX A 2022-23 MIDDLE SCHOOL ATHLETICS SCHEDULE

	STEP 1	STEP 2	STEP 3
<b><u>Group 4</u></b>			
<b><u>HEAD COACH</u></b>	4,213	4,758	5,192
Baseball			
Basketball (boys & girls)			
Cross Country (Co-ed)			
Football			
Soccer			
Softball			
Track (boys & girls)			
Volleyball			
Wrestling (boys & girls)			
<b><u>ASSISTANT COACH</u></b>	3,212	3,332	3,632
Baseball			
Basketball (boys & girls)			
Cross Country (Co-ed)			
Football			
Soccer			
Softball			
Track (boys & girls)			
Volleyball			
Wrestling (boys & girls)			
<b><u>OTHER ACTIVITIES</u></b>			
SAFETY PATROL	Certificated Hourly Rate		
CHEERLEADER ADVISOR	Step 1 - \$9,330; Step 2 - \$10,020; Step 3 – \$10,461		
ASST CHEER ADVISOR	Step 1 - \$4,636; Step 2 - \$5,192; Step 3 – \$5,625		
CLASS ADVISOR			
Freshman/Sophomore	\$1,905		
Junior	\$2,310		
Senior	\$2,846		
STEP TEAM	Step 1 - \$4,636; Step 2 - \$5,192; Step 3 – \$5,625		
DRILL TEAM	\$3,896		
ATHLETIC TRAINER	\$21,644		
CHOREOGRAPHER	Certificated hourly rate, up to a total of 80 hours		
INTRAMURALS			
Middle School	Each middle school will be allocated 180 hours paid at certificated hourly rate for intramurals		
High School	Strength & Conditioning Coach (full year): \$7,334; may be split across seasons/individuals		
LONGEVITY STIPEND	5 years = \$300; 10 years = \$600; 15 years = \$900; 20 years = \$1200 per year (non-cumulative paid per position; pro-rated for split/partial stipends)		

For hourly employees who are not FLSA-exempt, the stipend is converted to an hourly rate by dividing the amount of the stipend by the number of hours anticipated and authorized in advance to complete the assignment.



## Appendix C Coaches Evaluation

Name \_\_\_\_\_ Building \_\_\_\_\_

Sport/Level \_\_\_\_\_ School Year \_\_\_\_\_

Years in Current Assignment \_\_\_\_\_ Date of Evaluation Conference \_\_\_\_\_

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 1: Ability to teach athletic skills</b>				
<ul style="list-style-type: none"> <li>Motivates athletes using positive reinforcement.</li> <li>Is knowledgeable of the techniques required to perform each skill (position, movement, stances, etc.) in the sport</li> <li>Uses sound, up-to-date methods to teach skills and techniques (appropriate use of drills, scrimmage, etc.)</li> <li>Uses current and applicable multi-media and visual aids effectively</li> <li>Emphasizes good fundamental techniques and skills</li> <li>Effectively evaluates athletes from drill performance, practice sessions, and games.</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 2: Being a role model for students</b>				
<ul style="list-style-type: none"> <li>Sets a positive example using professional language, conduct, and attire</li> <li><u>Demonstrates self-control at all times</u></li> <li>Has a positive attitude and enthusiastic leadership</li> <li>Demonstrates good sportsmanship</li> <li>Is respectful toward officials</li> <li>Is respectful towards and approachable by athletes</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 3: Organization and planning</b>				
<ul style="list-style-type: none"> <li>Follows district policy in purchasing equipment</li> <li>Properly stores, cares <u>for</u> and manages equipment</li> <li>Keeps up-to-date equipment and inventory records and submits those in at the end of the season</li> <li>Makes certain all players are properly cleared through the school athletic department</li> <li>Effectively plans daily practices</li> <li>Plans for effective use of facilities and equipment</li> <li>Works collaboratively with assistant and volunteer coaches within the sport</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 4: Discipline of students</b>				
<ul style="list-style-type: none"> <li>• Respects students' rights</li> <li>• Is fair and consistent in discipline</li> <li>• Has a written plan for rules, regulations, discipline, and <u>consequences, and</u> effectively communicates with parents and athletes</li> <li>• Uses appropriate player discipline and disciplinary procedures</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 5: Cooperation with total athletic program</b>				
<ul style="list-style-type: none"> <li>• Understands the role of athletics in education and supports the concept of the student athlete</li> <li>• Supports the objectives of the athletic program</li> <li>• Supports other sports in the program</li> <li>• Supports other coaches in the program</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 6: School/community relations</b>				
<ul style="list-style-type: none"> <li>• Cooperates with school staff, parents, and community</li> <li>• Is respectful towards parents</li> <li>• Has good rapport with community and organized support groups</li> <li>• Promotes the sport within and outside of school</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 7: Concern for safety and welfare of students</b>				
<ul style="list-style-type: none"> <li>Maintains current first aid and CPR certification</li> <li>Is knowledgeable about the factors related to exercise and good general health habits</li> <li>Follows district injury protocol</li> <li><u>Insures</u> high school athletes receive written clearance from the Certified Athletic Trainer to return to play and middle school athletes receive written clearance from a physician.</li> <li>Uses proper measures for prevention of injuries</li> <li>Supervises facilities, locker rooms, and sports area</li> <li>Supervises athletes and coaching staff (before, during and after events when representing the school)</li> </ul>				

*Comments:*

	<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 8: Professional preparation/development</b>				
<ul style="list-style-type: none"> <li>Attends clinics, workshops, seminars, or courses relating to athletic coaching <u>in order to</u> maintain current certifications</li> <li>Completes required annual tests prior to the beginning of the sports season</li> <li>Attends all pre-, during, and post-season <u>coaches</u> meetings at school, district and league level</li> <li>Follows the policies of the school, district, and the WIAA rules governing athletics</li> <li>Stays current with the trends for the sport</li> </ul>				

*Comments:*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX C**  
**Franklin Pierce Schools**  
**Standards and Indicators for Coaching and Athletics**

	Unsatisfactory	Basic	Proficient	Distinguished
<b>(S1)</b> Ability to teach athletic skills	S1.1 Does not appropriately motivate athletes.	Demonstrates partial awareness of motivation of athletes, but is not consistent with all athletes and at all times.	Demonstrates quality motivational practices on a consistent basis with all level of athletes in the program at all times.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S1.2 Is not knowledgeable about skill techniques in sport.	Is knowledgeable about some of the positions in the sport.	Displays consistent knowledge about each position in the sport and is able to properly demonstrate correct technique and movements for each athlete on their teams.	
	S1.3 Uses out of date methods and techniques.	Begins to demonstrate the appropriate use of current drills, scrimmaging, time on task and sound skill practice.	Consistently runs practices that utilize time on- task for all athletes, appropriate skill level training, appropriate combinations of drills and scrimmage, and safe and sound skill and technique coaching.	
	S1.4 Does not use instructional media effectively.	Inconsistently uses outdated multi-media and visual aids. Occasionally watches game or competition film.	Uses current and applicable multi-media and visual aids to assist in teaching athletic skill and technique. Coach uses appropriate game and practice film to analyze, reflect and teach.	
	S1.5 Does not emphasize fundamental techniques and skills.	Good fundamental techniques and skills are occasionally emphasized and monitored and feedback is inconsistent.	Good fundamental techniques and skills are consistently emphasized by coach, including consistent monitoring and appropriate feedback.	
	S1.6 Does not evaluate team personnel.	Occasionally evaluates some athletes with effective techniques for drill performance, practice sessions and games.	Consistently evaluates all athletes from drill performance, practice sessions, and games, and discusses evaluation techniques with athletes.	
<b>(S2)</b> Being a role model for students	S2.1 Does not set a positive example for students and uses inappropriate language, conduct and attire.	Inconsistently sets a positive example to students through occasional use of inappropriate language, conduct, and attire.	Coach sets a positive example to students using professional language, conduct, and attire at all times.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S2.2 Does not demonstrate self-control.	Inconsistently demonstrates self-control.	Coach demonstrates self-control at all times.	
	S2.3 Does not demonstrate a positive attitude towards athletes, school and/or sport.	Occasionally has a positive attitude and enthusiastic leadership, and/or is not consistent with athletes and coaches.	Coach consistently demonstrates a positive attitude regarding all aspects of the sport and coaching, and demonstrates enthusiastic and positive leadership to athletes and coaches.	
	S2.4 Demonstrates poor sportsmanship towards athletes, coaches and teams.	Occasionally demonstrates good sportsmanship towards athletes, coaches and teams.	Coach consistently demonstrates good sportsmanship to all athletes, coaches and teams.	
	S2.5 Does not demonstrate respect towards officials.	Demonstrates respect towards officials a majority of the time.	Coach consistently demonstrates respect to officials including, verbal and non-verbal communication.	

	Unsatisfactory	Basic	Proficient	Distinguished
	S2.6 is not respectful towards or approachable by athletes	is occasionally respectful towards and approachable by some athletes.	Coach is consistently respectful and approachable by all athletes in the program.	
<b>(S3) Organization and planning</b>	S3.1 Does not follow district policy in purchasing equipment.	Occasionally follows district policy a majority of the time when purchasing equipment.	Coach consistently follows district policy in purchasing equipment.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S3.2 Does not keep an up to date equipment and inventory record.	Keeps a partial or out-of-date equipment and inventory record.	Coach keeps an organized and up-to-date equipment and inventory records and submits those at the end of the season.	
	S3.3 Allows athletes to participate that are not properly cleared through the school athletic department.	While athletes are cleared to participate, documentation is inconsistent and athletic rosters are not provided to the athletic department in a timely manner.	Coach insures that all athletes are properly cleared to participate through the school athletic department, maintains documentation throughout the entire season, and submits a current roster to the athletic department on a regular basis.	
	S3.4 Does not plan effective daily practices and/or does not produce written daily practice plans.	Practices are not well planned out and coach does not consistently produce written daily practice plans.	Coach consistently demonstrates effective planning of daily practices including detailed and organized daily practice plans and shares these plans with the other coaches in the program.	
	S3.5 Does not plan or communicate effectively regarding use of facilities and equipment.	Occasionally plans and communicates effectively regarding use of facilities and equipment.	Coach consistently plans for effective use of facilities and equipment and demonstrates effective communication with others regarding facilities.	
	S3.6 Does not collaborate with other coaches within the sport.	Occasionally collaborates with other coaches within the sport.	Coach consistently collaborates with assistant and volunteer coaches within the sport.	
<b>(S4) Discipline of students</b>	S4.1 Fails to respect the rights of athletes.	Occasionally respects the rights of athletes.	Coach consistently demonstrates respect for the rights of all athletes.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S4.2 Does not demonstrate fair and consistent discipline.	Inconsistently demonstrates fair and consistent discipline.	Coach demonstrates fair and consistent discipline for all athletes, in all situations, and maintains this throughout the entire season.	
	S4.3 Does not have a written plan for rules, regulations, discipline and consequences and/or has not communicated expectations with parents and athletes.	Written plan is limited and does not fully explain expectations for rules, regulations, discipline, and consequences, and is not communicated effectively with parents and athletes.	Coach has a written plan for rules, regulations, discipline, and consequences and has effectively communicates the expectations with parents and athletes.	
	S4.4 Does not use appropriate player discipline and disciplinary procedures.	Occasionally uses appropriate player discipline and disciplinary procedures.	Coach consistently uses appropriate player discipline and disciplinary procedures.	
<b>(S5) Cooperation with total program</b>	S5.1 Does not support the role of athletics in education or the concept of the student athlete.	Demonstrates a limited understanding of the role of athletics in education and/or inconsistently supports and assists athletes to be successful in school.	Coach demonstrates an understanding of the role of the student athlete and supports and assists athletes to be successful first school and then athletics.	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
	S5.2 Does not know or support the objectives of the athletic program.	Occasionally supports and is positive regarding the objectives of the athletic program.	Coach consistently supports the objectives of the athletic program, and positively engages athletes, parents, peers, and the community.	

	Unsatisfactory	Basic	Proficient	Distinguished
	<p>55.3 Does not support other sports in the program.</p> <p>55.4 Does not support other coaches in the program. Has incidences where they are not positive or supportive of other coaches in the program.</p>	<p>Occasionally supports some of the other sports in the program.</p> <p>Usually supports other coaches in the program. Interactions are not consistently positive and/or supportive of the overall objective of the athletic program.</p>	<p>Coach consistently supports other sports in the school.</p> <p>Coach consistently supports other coaches in the program. Interactions are positive and supportive of the overall objective of the athletic program.</p>	
(56) School/ community relations	<p>56.1 Lacks cooperation with school staff, parents and community.</p> <p>56.2 Fails to show respect to parents and/or does not respond to parent inquiries.</p> <p>56.3 Does not have good rapport with community and organized support groups.</p> <p>56.4 Does not promote the sport within or outside the school and does not communicate with the feeder schools in the district.</p>	<p>Occasionally cooperates with school, staff, parents and community.</p> <p>Occasionally shows respect to parents and/or is slow to respond to parent inquiries</p> <p>Positive interactions with community and some organized support groups is inconsistent.</p> <p>Promotes the sport within and outside of school with minimal enthusiasm and has limited interaction with feeder schools in the district.</p>	<p>Coach consistently cooperates with school, staff, parents and community, and is actively involved with community and school relations.</p> <p>Coach consistently shows respect towards the parents, responding to parent inquiries in a timely manner.</p> <p>Coach demonstrates a good rapport with the community and organized support groups</p> <p>Coach positively promotes the sport within and outside of school and; communicates with feeder schools in the district</p>	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.
(57) Concern for safety and welfare of students	<p>57.1 Does not achieve or maintain current first aid and CPR certification.</p> <p>57.2 Does not demonstrate an understanding of the factors related to exercise and good general health habits.</p> <p>57.3 Does not follow district injury protocol.</p> <p>57.4 Allows high school athletes to return to play without written clearance from the Certified Athletic Trainer and middle school athletes without written clearance from a physician.</p> <p>57.5 Does not use proper measures to prevent injuries.</p> <p>57.6 Does not supervise facilities, locker rooms and sports area.</p>	<p>Achieves first aid and CPR certification after the beginning of the season.</p> <p>Demonstrates a partial knowledge about factors related to exercise and good general health habits, but seldom uses these principles when working with athletes.</p> <p>Occasionally follows district injury protocol, and does not effectively communicate the protocol to parents.</p> <p>Inconsistently ensures high school athletes receive written clearance from the Certified Athletic Trainer to return to play and middle school athletes receive written clearance from a physician.</p> <p>Occasionally uses proper measures for prevention of injuries, prevention strategies are out-of-date and/or inconsistent.</p> <p>Mostly supervises and secures facilities.</p>	<p>Coach achieves and maintains current first aid and CPR certification prior to the start of season.</p> <p>Coach demonstrates knowledge about factors related to exercise and good general health habits, consistently applies these principles when working with athletes, and actively teaches and is an example to athletes regarding these concepts.</p> <p>Coach demonstrates knowledge of district injury protocol and consistently follows the protocol, including clear communication with parents and medical staff.</p> <p>Coach consistently ensures high school athletes receive written clearance from the Certified Athletic Trainer to return to play and middle school athletes receive written clearance from a physician. Coach clearly communicates and works collaboratively with medical staff and other coaches in program regarding injuries.</p> <p>Coach consistently uses proper measures for prevention of injuries including proper warm-up, cool-down, hydration, equipment, and facilities.</p> <p>Coach consistently supervises and secures all facilities, locker rooms, and sports areas</p>	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.

	Unsatisfactory	Basic	Proficient	Distinguished
	<p>57.7 Does not supervise athletes and coaching staff before, during, and after events. Does not supervise on buses, home and away games, or until all athletes are off of school grounds.</p>	<p>Occasionally supervises athletes and coaching staff before, during, and after events, does not consistently supervise on buses, home and away games or until all athletes are off of school grounds.</p>	<p>Coach consistently supervises athletes and coaching staff before, during, and after events, including supervision on buses, home and away games, and until all athletes are off of school grounds.</p>	
(58) Professional preparation/ development	<p>58.1 Does not attend clinics, workshops or seminars and is not current in certifications.</p> <p>58.2 Fails to complete annual coaching tests.</p> <p>58.3 Fails to attend all pre, during and post season coaches meeting at all levels.</p> <p>58.4 Does not follow the policies of the school, district, and WIAA.</p> <p>58.5 Does not stay current with the trends of the sport including training, rules, safety, and equipment.</p>	<p>Infrequently attends clinics, workshops or seminars and is occasionally current in certifications.</p> <p>Coach completes annual coaching tests in compliance with WIAA standards.</p> <p>Coach occasionally attends meetings at school, district and league levels and/or communication of information to all coaches in program is consistent.</p> <p>Occasionally follows the policies of the school, district, and WIAA rules governing athletics.</p> <p>Occasionally stays current with the trends for the sport including training, rules, safety, and equipment.</p>	<p>Coach attends clinics, workshops, seminars, or courses related to athletic coaching to maintain current certifications.</p> <p>Coach completes required annual testing prior to the sports season and contact with athletes.</p> <p>Coach attends all pre, during and post season coaches meeting at school, district, and league level and communicates material to all coaches in program.</p> <p>Coach consistently demonstrates an understanding of and follows the policies of the school, district, and WIAA rules governing athletics.</p> <p>Coach consistently demonstrates the ability to stay current with the trends for the sports including training, rules, safety, and equipment.</p>	In addition to being proficient, a coach exceeding the standard is recognized by peers as a mentor and expert in the area.

**APPENDIX D**

**Franklin Pierce School District  
Assistant Coach Performance Feedback**

**Employee Name:** \_\_\_\_\_

**Employee Position:** \_\_\_\_\_

**School Year / Season:** \_\_\_\_\_

**Head Coach:** \_\_\_\_\_

**Strengths:**

**Areas for Growth / Recommendations:**

**Additional Comments:**

**Administrator Signature:** \_\_\_\_\_

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

**Employee Signature:** \_\_\_\_\_

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

(Employee signature acknowledges receipt, not necessarily agreement)

## APPENDIX E EXTRA WORK PAY SCHEDULE (LUMP SUM)

The following criteria shall be used to determine salary amounts included in this salary schedule:

I. Hours Involved: 1 to 9 points

100 - 114 = 1	115 - 129 = 2	Practice days = 3 hours
130 - 144 = 3	145 - 159 = 4	
160 - 174 = 5	175 - 189 = 6	Game Days = 4 to 5 hours
190 - 204 = 7	205 - 219 = 8	
220 Up = 9		

II. Length of Season (Days): 1 to 9 points

35 - 39 = 1	40 - 44 = 2
45 - 49 = 3	50 - 54 = 4
55 - 59 = 5	60 - 64 = 6
65 - 69 = 7	70 - 74 = 8
75 Up = 9	

III. Student Participants Per Coach: 1 to 9 points

10 - 12 = 1	13 - 15 = 2
16 - 18 = 3	19 - 21 = 4
22 - 24 = 5	25 - 27 = 6
28 - 30 = 7	31 - 33 = 8
34 Up = 9	

IV. Equipment: 0 to 3 points

None	=	0
Some	=	1
Considerable	=	2
Extensive	=	3

V. Night/Saturday Contests: 0 to 9 points (1 point per contest)

As scheduled by the league and approved by the District.

VI. Pressure/Responsibility: 0 to 8 points

- A. Risk in injury to participants (0 to 2)
- B. Preparation of Facilities (0 to 2)
- C. Playing Conditions (0 to 2)
- D. External Pressure (0 to 2)

VIII. Classifications

- A. Group I 30 points and up
- B. Group II 20 points and up
- C. Group III 10 points and up
- D. Group IV Middle School





## Franklin Pierce Schools

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

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Executive Director of Human Resources and Business Services  
**DATE:** October 11, 2022  
**SUBJECT:** 2022-2025 Teamsters Collective Bargaining Agreement

### **BACKGROUND INFORMATION**

Teamsters and Franklin Pierce Schools have reached a tentative agreement regarding the 2022-2025 Collective Bargaining Agreement. A link to the prior [Teamsters Collective Bargaining Agreement](#), the proposed revised agreement, and a bargaining highlights document are attached for your review.

### **RECOMMENDATION**

I move that the Board of Directors approve the 2022-2025 Teamsters Collective Bargaining Agreement.

### **ACTION REQUIRED**

### TEAMSTERS bargaining highlights

**September 2022**

In this bargain we collaborated with the Teamsters' bargaining team and agreed to the following:

- Cleaned up membership and dues language to comply with the changes required by the Janus decision.
- Cleaned up language related to benefits to reflect the move to the state SEBB Program.
- Cleaned up titles throughout the CBA to provide clarity on which provisions apply to which members of this unit.
- Made changes to the Fall route bidding process that benefit both drivers and the district with a focus on streamlining the process.
- Added language that allows Transportation admin to assign transportation-related work or District training when not reaching minimum hours established in the CBA.
- Added trip cancellation language for weekend trips.
- Added language that shortens the bidding process for McKinney-Vento and Foster care routes to expediate student access to school.
- Clarified language regarding Independence Day holiday pay for drivers that work during the summer.
- Added Juneteenth as a paid holiday.
- Expanded vacation carry over from one week to two weeks.
- Established a timeframe for increased hours to impact sick leave accrual – must work 10 days at the higher number of hours before leave is adjusted.
- Agreed to pay drivers the driver wage for current utility helper work (oiler, seat repair, etc.).
- Established a monetary incentive to shop personnel to achieve 100% on the annual Washington State Patrol inspections.
- Established an annual allowance for shop personnel for shop-appropriate footwear.
- Added a 5-year longevity step.
- Provided a 6% increase on salaries for 2022-23; a 2.5% or IPD, whichever is greater for the 2023-24 and 2024-25 school years.

# AGREEMENT

Between

FRANKLIN PIERCE SCHOOL DISTRICT NO. 402

And

TEAMSTERS UNION LOCAL 313

Term: September 1, 2022 August 31, 2025

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TEAMSTERS LOCAL #313

AND

FRANKLIN PIERCE SCHOOL DISTRICT #402

### **AGREEMENT**

THIS AGREEMENT, except as noted with regard to scale of wages, shall be in force and effect on and after September 1, 2022, as between Franklin Pierce School District #402, hereinafter referred to as "District", and Teamster Local Union 313, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union"; and shall continue in effect through August 31, 2025. This contract may be reopened and modified at any time during its term, upon mutual consent of the parties in writing, to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices and public employment.

#### **SECTION 1 - RECOGNITION AND UNION SECURITY**

The Franklin Pierce School District No. 402 recognizes Teamsters Local Union 313, affiliated with the International Brotherhood of Teamsters as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for all employees in the Transportation Department except the Transportation Supervisor, Secretaries, and the Transportation Coordinator. The bargaining representative shall be required to represent all the public employees within the unit without regard to membership in said bargaining unit.

Upon authorization to have the employer deduct membership dues by any public employee within this bargaining unit to the Union, the Union will provide the District with notice of the authorization. Upon receiving notice, the District shall deduct from the pay of such public employee the monthly amount of dues, and only dues, as certified monthly by the secretary of the exclusive bargaining representative. This written authorization is revocable by the employee and the District will discontinue the authorization when the employee notifies the school District in writing that the authorization is at an end. The enrollment period for this

deduction will be from July 1 to November 1 each year for regular employees and new employees will be given 60 days from employment date to enroll for payroll deduction for dues. Employees will be given this notification and explanation of this payroll procedure by the employer, when employed.

The District shall transmit such deduction to the Union by check payable to its order. The Union authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deduction from wages of such employee.

The District will inform new employees of the Union's exclusive representation status. Consistent with RCW 41.56.037, the District will provide union access to new employees within thirty (30) days of hire. The District will allow the Union thirty (30) minutes to meet with such individuals during work hours and at their usual place of work, or a mutually agreed upon location.

Substitutes shall only be covered by the specific Sections of this Agreement dealing with Substitutes.

This Agreement shall also cover any work during summer recess. Drivers will have the opportunity to sign up for summer work, and those who sign up will be awarded such work based on seniority.

It is agreed by the Union and the District that all Bargaining Unit members are entitled to Union representation. In that spirit it is agreed that any employee who is required to attend a meeting that the employee or the Employer reasonably believes may lead to disciplinary action shall have the right to be accompanied by a Union representative.

## **SECTION 2 - RIGHTS OF THE EMPLOYER**

2.1 It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management. Management shall have exclusive right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons.

The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

2.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and employees and to the obligations imposed by this Agreement.

2.3 The District will comply with applicable laws relating to subcontracting per RCW 28A.400.285. This will not apply to Section 6.6.3.

### **SECTION 3 - PROBATIONARY PERIOD**

3.1 A new employee shall serve a probationary period during which time they shall have no seniority rights.

3.2 Upon successful completion of probationary period, the employee shall be classified as a regular employee and shall be credited for all seniority acquired during the probationary period.

3.3 The probationary period shall be limited to sixty (60) working days. During that period, an employee may be terminated at will. If not terminated by the end of the probationary period, an employee shall be made permanent, and may be terminated only for cause as set forth in Section 12.1. The probationary period may be extended by mutual agreement between the Union and Transportation Supervisor. Any such extension must be in writing.

3.4 The sixty (60) working day probationary period begins on the date of hire as affirmed by the Franklin Pierce School District Board.

3.5 Casual or relief drivers will be hired on the basis of suitability and availability. Seniority begins on the date employed by the School Board.

### **SECTION 4 - SENIORITY**

4.1 Merit and ability being equal, length of service shall govern in layoffs for all employees after sixty (60) working days of service.

4.2 Seniority shall be broken by justifiable discharge, voluntary terminating, or more than one (1) year layoff, or leave of absence. However, a leave of absence for one (1) year because of illness or injury or two (2) years because of a work-related injury or illness (as defined in state worker compensations laws) shall not cause seniority to be broken. In the event of a layoff, the last person hired shall be the first laid off, and the last person laid off shall be the first rehired. A current list of employees arranged in order of seniority shall be posted in the break room at all

times for the examination of all employees. Seniority is recognized as a means for selection of regular runs and an orderly process for reducing the work force when necessary.

4.3 If more than one bargaining unit member has the same seniority date, seniority will be determined by the date the individual was first employed as a relief driver. If that is the same date, then seniority will be determined by a process set up by the Transportation Supervisor and the Business Agent.

## **SECTION 5 - DISCRIMINATION**

5.1 The Union and the District agree there shall be no unlawful discrimination due to race, religion, sex, color, age, sexual orientation or national origin. Employees shall, in addition to any relief available under this Agreement, be entitled to pursue any other relief available by law or District policy.

5.2 No public employer or other person shall directly or indirectly interfere with, restrain, coerce or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right under law.

## **SECTION 6 - WORKING HOURS, ASSIGNMENTS AND OVERTIME**

Special Education runs will be evaluated by the Transportation Supervisor and the Special Services Director to consider if an assistant is needed on any routes. Drivers on Special Education runs may request an assistant and may provide input into the determination of whether an assistant is needed.

In any meeting between a transportation employee and parents, the Transportation Supervisor, coordinator, or other appropriate designee will accompany the employee upon request of the employee. If during the meeting a parent becomes verbally abusive or inappropriate, the employee shall be excused from the meeting upon request and the issue shall be handled in a way that does not involve future meetings between the parent(s) and the driver. A driver's decision to end their participation in such a meeting shall not form the basis for any disciplinary action.

6.1 At the start of each school year, bus driver working hours and shifts will be established by the employer and shall be assigned to employees according to seniority. The District will make available to the bus drivers, at least three (3) days before the August bid, a "bid packet" that describes each route as known at the time it was prepared. On bid day the District will make available to the drivers any corrections made to the original "bid packet" and allow drivers sufficient time



without distractions to review these changes before being required to bid. Additional route time available due to changes after the bid will be assigned by seniority according to equipment availability and route efficiency. Route design and efficiency will be determined by the District. Reasons for assignment, other than seniority, shall be made in writing with copies to the employees affected and the Union Business Agent. Grievance procedure shall be followed for unresolved differences. All employees will be paid overtime (time and one-half) when they work over forty (40) hours per week. Normal working hours for each employee will be posted.

6.1.1 A signup sheet shall be posted for all extra work that is not assigned by the Transportation Supervisor to an existing route, including but not necessarily limited to extra trips and middays. The following timelines for this section will be extended by one school business day should any identified day fall on a school holiday.

After the initial fall assignments routes will be re-bid in November of each year under the following criteria and procedures:

1. The criteria for re-bidding/bumping are agreed as below:
  - a. Re-bidding is based on seniority.
  - b. Re-bidding by a driver cannot put the driver into an overtime status.
  - c. All routes (including midday) will be subject to re-bidding even if the route involves temporary time (i.e., McKinney-Vento time).
2. On the second Monday of November, the Transportation Director or designee will post for three days the current routes and times along with the seniority list (re-bid sheet). Drivers are responsible for reviewing carefully, understanding, and asking any questions they may have about the current routes and times and the pros and cons of bidding on various routes. Bargaining unit members with corrections to the rebid sheet must have them pre-authorized by the router before listing them. Drivers should bid with the understanding that routes carrying a very small number of students (e.g. McKinney-Vento and some special education routes) are at an increased risk for being reduced or eliminated during the school year.
3. By five (5) o'clock PM on the next Wednesday all authorized corrections must be completed. Also, by this same time only drivers interested in re-bidding must sign or initial next to their name on the seniority list (re-bid sheet). Failure to sign or initial the seniority list by this time will remove the driver from the re-bid process unless the driver is bumped.

4. The re-bidding process will begin on the following next Thursday only if a driver has signed or initialed the seniority list (re-bid sheet). The process will be as follows:

The Transportation Director or their designee will start with the most senior driver that has signed or initialed they want to re-bid. The process will continue by seniority until all drivers have a route.

5. On the next Monday, the Transportation Director will review the re-bidding sheet for possible errors.
6. In the event that errors are discovered in the re-bid process, the Transportation Director will work to correct errors and the shop steward will be notified.
7. On the next Tuesday, the Transportation Director will notify drivers of changes.
8. Drivers will begin driving their new routes at the beginning of the next month.

6.1.2 Call Back. Shop personnel, routers, trainers, and dispatchers called back for emergency service shall receive no less than two (2) hours pay per call back at time and one-half their base hourly rate and all additional time worked, including travel time. In addition, Shop personnel, routers, trainers, bus drivers and dispatchers who are requested by management or by management-authorized personnel to troubleshoot issues over the phone shall be paid for all time worked at their regular hourly rate, or at the overtime rate if applicable. Bus drivers called back shall receive time of the run or two hours, whichever is greater.

6.2 On extended trips, the bus driver will receive eight (8) hours pay out of twenty-four (24) or actual driving time, if it exceeds eight hours. Drivers required to perform work other than driving during extended trips shall be compensated for such time as required by law.

6.2.1 Transportation Department employees shall be entitled to daily meal and rest breaks as required by law.

6.3 A minimum of one and one-half (1.5) hours will be allowed for all regularly scheduled school program middle of the day routes, i.e., Kindergarten, Head Start, Pre-School. Any regularly scheduled school program not attached to an existing route shall be posted for bid. Additionally, any bid time will be paid all bid hours in cases of temporary (a week or less) down time due to failure of District equipment.

The sole exception to the above will be temporary down time due to inclement weather.

All separately posted and bid activity routes will be paid a minimum of one (1) hour; provided, that this one-hour minimum shall not apply to activity runs that are attached to a regular route unless the driver is required to clock out between the regular route and the activity route. All activity routes shall have a current route sheet that can be used by either a regular driver or a relief driver. In accordance with Section 6.4, activity drivers will punch out and punch back in on early release days if there is a lapse of time more than 20 minutes.

If an activity or midday route posted under this Section 6.3 is awarded to a substitute driver, that driver will be considered a regular driver subject to the two-hour daily minimum set forth in Section 6.5.1 for each regularly scheduled workday. These drivers will be considered senior to substitute drivers and be the first considered for additional work, up to forty (40) hours, above substitute drivers. If returned to the sub pool such drivers will be given preference over other substitutes for the next permanent opening(s). Oiler, bus wash and seat repair work will not be bundled with an activity route for purposes of posting.

6.4 Drivers shall be paid for all layover time of twenty (20) minutes or less between regularly scheduled shifts.

6.5 Bus drivers will be paid for a minimum of four (4) hours of paid time per day which includes forty (40) minutes at the Transportation Department per day for starting, servicing, cleaning bus, and District-mandated pre and post trip inspections or other Transportation Department duties as assigned by the Transportation Supervisor. Issues with pre and post trip time will be addressed individually with the Transportation Supervisor. Anytime a driver uses a bus they will be allowed a minimum of fifteen (15) minutes for a pre-trip inspection and five (5) minutes for a post-trip inspection.

If a regular or substitute driver is required by the District to fuel and/or clean a bus at the end of the route, beyond the time already calculated into a route, the driver will be paid for the actual time required to fuel and/or clean the bus.

6.5.1 The District is allowed to hire bus drivers to be paid a minimum of two (2) hours of paid time per day which includes fifteen (15) minutes at the Transportation Department per day for the starting, inspecting, servicing and cleaning of buses or other Transportation Department duties as assigned by the Transportation Supervisor. Two (2) hour drivers shall not be used to replace four (4) hour drivers unless there are no four (4) hour drivers available. If additional regular time is assigned to these two (2) hour drivers their FTE will be based on their

total regular hours worked in the current month. That time will be their FTE for the following month and will be adjusted monthly thereafter.

6.5.2 Drivers will sign in and out the actual time they work, and not the time that they bid. Adjustments to their actual time must be approved by transportation management. This section shall not be construed to conflict with the minimums set forth in Section 6.5 and 6.5.1 above. When an employee needs additional time to meet minimums within Section 6.5 and 6.5.1, the employee may be directed to perform transportation-related work or District training as assigned by a supervisor.

6.6 Extra Trips. All trips other than regular daily shifts shall be designated extra trips.

6.6.1 No regular AM run may be given up to take an extra trip. Extra trips will be assigned by seniority to the regular driver that can take the trip without placing them in overtime pay status. If no regular drivers are available because they are already working or are ineligible under this section, relief drivers may be assigned extra trips.

A bus driver may give up their wash bay, seat repair, midday route and/or PM route on a day to take an extra trip on that day under the following guidelines:

1. The extra trip must increase the driver's daily time by at least one (1) hour.
2. The extra trip will not put the driver into overtime status for the week (> 40 hrs./week), with the exception that if the trip would put a relief driver into overtime status the trip will then be awarded to the driver who will incur the fewest number of hours of overtime.
3. Seniority will be the primary consideration in assigning extra trips.
4. If the trip cancels prior to the beginning of the regular work that the driver had sought to give up, the driver will work their regular schedule and the sub will be released or reassigned. Cancellation hours (section 6.6.4 of the collective bargaining agreement) will not be applicable under these circumstances.
5. If the trip is cancelled after the beginning of the regular work that the driver had sought to give up, the driver will report to Transportation base for reassignment. If no work is available, cancellation hours (section 6.6.4 of the collective bargaining agreement) will be applicable.
6. In the event of a substitute shortage, the Supervisor will have the discretion to reassign the driver back to their regularly scheduled work or attach the extra trip to a regular work schedule. If a regular driver was assigned the trip and is

reassigned back to their regularly scheduled work, they shall be paid for the lost hours between their regularly scheduled work and the hours of the trip.

Cancellation hours (section 6.6.4 of the collective bargaining agreement) will not be applicable under these circumstances. A substitute who declines regular work that is offered in order to allow a regular driver to take an extra trip shall go to the bottom of the substitute roster for purposes of that extra trip.

7. Trips may be turned back for emergencies or illness reasons only. Extra trips are deemed extra time and are not eligible for paid sick leave. In the case of illness, employees may use accrued sick leave for the amount of their regular work schedule.

8. If an extra trip is changed by one-half hour or more after the extra trip has been awarded, that trip shall be re-posted for bid and assigned by seniority. If such change occurs less than two (2) hours before the start time for the trip, the District will make a good faith effort to determine the most senior regular driver available, eligible, and willing to take the trip. Such efforts may include, but are not necessarily limited to, "all-calls" or telephone calls to employees. If a new trip arises with one (1) or fewer hours' notice, the trip may be re-assigned at the discretion of the supervisor; provided, that if time permits the supervisor will first look to the next most senior employee available to take the trip.

If a trip has been turned back, the supervisor will first look to the employees who signed up for the trip in applying the above procedures.

9. Field Trip procedures (section 6.6.2 of the collective bargaining agreement) regarding refusals will be followed if a driver turns the extra trip back in.

10. Any grievance regarding this section is waived if not brought to the attention of the District prior to the date of the trip, provided that the posting requirements of subsection 13, below, were followed by the District.

11. Wash Bay and seat repair may be given up to take an extra trip by advance arrangement only if the District is able to acquire a replacement to do the work.

12. If a trip is originally awarded as a single trip but must be split to meet the needs of the district, and if the driver to whom the trip was originally awarded retains only the return portion of the trip, that driver shall not be required to clock out during any wait time between the end of the driver's last run and the return portion of the extra trip.

13. A list of assigned extra trips for the week, including charters, will be posted on Monday or the first working day of the week.

6.6.2 Rejection of more than three (3) extra trips in any one (1) semester shall result in said driver losing the right to extra trip assignments for the remainder of the semester. Emergencies or medical/dental appointments shall not be considered rejections, if advance notice is given to the Transportation Supervisor when possible.

6.6.3 Charter buses will not be used where regular or relief drivers, regardless of whether they would incur overtime, could take the runs at less cost to the District. In determining costs, the District shall use the Step 04 hourly wage rate plus 15% (for employee benefit costs) and for overtime hours, time and one-half of that wage rate plus 15% (employee benefits), plus the District's established mileage cost for bus use, and the reasonable anticipated costs for driver meals and lodging. If incurring overtime costs would result in less cost for the District than using a charter bus, the District shall assign the trip by seniority to the regular driver that can take the run with the least amount of overtime; provided, however, nothing in this section shall require the District to pay drivers if a charter is used because there are no drivers or equipment available.

If at the time a trip arises the District believes it will need to be assigned to a charter company, the District will post the trip with a statement that it is expected to be awarded to a charter and why.

6.6.4 If an extra trip is canceled without a minimum of sixty (60) minutes notice to the regular or substitute driver or call to their residence, the driver will receive two hours pay or the time of the run, whichever is less. If an extra trip is cancelled on a Saturday or Sunday without a minimum of ninety (90) minutes notice, the employee will receive three (3) hours of pay or the time of the run whichever is less.

6.7 Any District owned vehicle transporting more than eight (8) students will be driven only by members of the bargaining unit. The District will not regularly utilize multiple vans to transport a single large group of students in order to intentionally avoid the application of this provision. If abuse is suspected, the issue will be brought to the attention of the Transportation Director. If a resolution is not reached to the satisfaction of the bargaining unit, a labor management committee meeting with Human Resources will be convened.

6.8 The District shall use the following procedures for assigning regular routes and replacement of drivers on leave of absence or sick leave that is expected to last longer than forty-five (45) calendar days. The expected length of absence for health-related leaves of absence shall be determined by the employee's leave request and doctor's verification, if available.

6.8.1 Routes open for new or temporary placement shall be bid for 72 hours from the time of posting, excluding weekends and holidays, except for McKinney-Vento and students in foster care as addressed below. The bidding process will be

handled through a bid sheet posted at the Transportation Department. There will be a limit of five subsequent postings resulting from the original posting.

For new or temporary routes for McKinney-Vento and/or students in foster care, the posting requirement may be shortened to 24-hours to expedite student access to school. The route will be awarded to the most senior driver whose current route package provides the best service to the student (i.e., does not create a route where the student is on the bus for longer than is necessary and offers the student a transportation plan that is similar in length to other students, whenever possible).

The Transportation Department will provide electronic notice of an open route to a driver who is off work due to an extended leave by email and text message to the driver's known mobile number. The Transportation Department will also place a copy of the bid sheet in the box(s) of the designated shop steward(s).

6.8.2 Routes open for temporary placement that are four (4) hours or less, shall be available for bidding by relief drivers and two-hour drivers only, except the District may hire from outside, if no qualified relief drivers are available.

6.8.3 When the driver is able to return from the leave of absence or sick leave, the District shall have ten (10) working days notice. All drivers who changed assignments due to the absence of the person, shall return to the same position they held at the time of the new assignment. The least senior driver shall return to relief driver status but will be given preference for new positions. If during the leave the temporary replacement driver bid on and was awarded additional work, the regular driver, upon return, may release that additional work for rebid by other drivers.

6.9 Bargaining unit employees who work less than 260 days per year will accumulate one (1) day of sick leave for July and/or one (1) day of sick leave for August if they work a minimum of eleven (11) working days in the month performing such responsibilities. For the purposes of this section, a workday is defined as a complete day of assigned work, either worked time or paid leave time. Such employees are not authorized to utilize sick leave during the time after school concludes in June and before school begins in the fall.

Under the following conditions, an employee who works during the summer break will be paid for the Independence Day holiday:

1. The employee begins summer work before July 4 and continues after July 4
2. The employee works their last regularly scheduled shift on the District business day preceding the holiday and the first scheduled shift on the District business day succeeding the holiday.

6.10 When early release days that are not scheduled on the District calendar occur, drivers shall not suffer a loss in their regularly scheduled hours; those who are driving on such days will receive no less than the same number of hours they would have received had there been no early dismissal and those using sick leave or personal leave for the day will have their full FTE hours deducted from their leave.

6.11 Bargaining unit members and substitutes will be paid double time when they work on a holiday with a minimum guarantee of two hours.

6.12 Shop personnel (mechanics, assistant mechanics, lead mechanics and service technicians) will not be used as drivers except when no regular or relief drivers are available.

6.13 A seniority list of substitute drivers will be posted in the same location as regular drivers. Substitute drivers will be offered routes or extra trips by seniority from this list. A refusal of three (3) routes or trips will result in the sub driver being placed at the bottom of the sub list for the remainder of the semester. This 6.13 will not be construed to conflict with 6.8.3 above. Nothing herein shall be construed to give any substitute a right to continued employment with the District.

6.14 Any driver that bids a route that involves delivery of student(s) to a school or school district with a different holiday/break schedule than FPSD, shall work the same schedule as FPSD and their “out of district” work will be put up for bid and awarded to the most senior driver.

6.15 When the District has testing, conferences, or other circumstances that require a second morning run for a particular school, the District may assign the second run to the same driver or put the second run up for bid based on seniority, provided that the driver of the first run does not suffer a loss in regular daily pay.

## **SECTION 7 - HOLIDAYS**

7.1 All employees shall receive the following paid holidays that fall within their work year:

- |                                  |                        |
|----------------------------------|------------------------|
| New Year's Day                   | ** Labor Day           |
| Presidents Day                   | Veterans Day           |
| Martin Luther King Jr's Birthday | Thanksgiving Day       |
| * Friday of Spring Vacation      | Day after Thanksgiving |
| Memorial Day                     | * Christmas Eve        |
| Juneteenth                       | Christmas Day          |
| Independence Day                 |                        |



\* 12-month employees only

\*\* Any employee who performs work between August 15 and the Labor Day holiday shall be eligible for the Labor Day holiday.

7.2 If one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday. If it falls on a Sunday, it shall be observed on the following Monday.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both their last scheduled shift preceding the holiday and first schedule shift succeeding the holiday and is not on leave of absence, shall be eligible for pay for such unworked holiday. Drivers qualify for holiday pay if they worked their last regularly scheduled run (e.g., the afternoon run) on the workday prior to the holiday and the first regularly scheduled run (e.g., morning run) on the workday following the holiday. An exception to this requirement will occur if the employee was legitimately using leave for illness or emergency for the purposes set forth in Section 10, below.

For purposes of this section an employee will be considered to have worked both their last scheduled shift preceding the holiday and first scheduled shift succeeding the holiday if there is no school due to closure for snow days or other acts of God.

## SECTION 8 - VACATIONS

8.1 260-day employees (dispatchers, routers, driver trainers, mechanics, lead mechanics, assistant mechanics, and service technician):

8.1.1 Vacation hours for 260-day bargaining unit members shall be based on completed years of continuous service as detailed in the following schedule:

Completed Years of Service	Days of Vacation
1 .....	10
5 .....	15
11 .....	20
20 .....	22
25 .....	23

8.1.2 Vacations shall be scheduled at the request of the employee, unless such vacation time would disrupt the normal activities of the District. Employees may request consideration to carry-over up to two weeks of vacation into the next school year. If an employee is not provided the opportunity to use accrued vacation beyond

the two weeks carried over, that additional accrued vacation shall be paid out at the current rate of pay on the January pay warrant.

8.1.3 All vacation must be earned before it is taken.

8.2 Employees hired into a regular or temporary position before June 30, 2007, and working less than 260 days shall be paid vacation on a prorated basis of eight (8) days in June of each year, or upon termination. No vacation time shall be taken during the regular work year. At the employee's option, they may be paid for up to three (3) of the total days, if earned, in their January pay warrant. The calculations of hours for the days will be based upon the employee's workday as of December 1. If an employee chooses this option, they must complete the form provided and the Payroll Department must receive the form no later than January 1 at 4:00 p.m. Employees choosing this option understand that the maximum number of days they may earn for the year is eight (8) and that total is based upon employment for the entire work year. The days are prorated for those who work less than the full year. It is the intent of the District that those regular or temporary bus drivers employed as of June 30, 2007, will continue to receive eight (8) days of vacation as outlined above for the life of their employment as a Franklin Pierce School District bus driver.

## **SECTION 9 - BEREAVEMENT LEAVE**

9.1 Regular employees shall be allowed a maximum of five (5) working days leave with pay to attend the funeral or make arrangements for the funeral of a member of the employee's immediate family. Immediate family is defined as: parent, stepparent, spouse, child, stepchild, sibling, grandparents, grandchild, mother-in-law, father-in-law. One day shall be allowed to attend the funeral of another relative or close personal friend.

When extended travel is necessary to attend a funeral outside of Washington, the employee may submit a written request to the Transportation Supervisor asking for permission to take the days needed without pay (may use accrued personal leave) for the purpose of traveling to/from the funeral. It is at the Transportation Supervisor's discretion whether to grant the request.

9.1.1 The Union acknowledges that bereavement leave is for the purpose of attending funerals and to make arrangements for such. The Union acknowledges that the District has the right to require employees to submit written proof of the death, funeral arrangements, and other pertinent information to ensure that this is not abused.

## **SECTION 10 - SICK LEAVE, EMERGENCY LEAVE**

10.1 Each employee shall accumulate one (1) day of sick leave for each calendar month worked. A calendar month has been worked if an employee has completed eleven (11) workdays (time worked or paid leave) in the calendar month. For the purposes of this section, a workday is defined as a complete day of assigned work, either worked time or paid leave time. (For example, a driver who works an am, midday and pm route works a day only if they complete their am, midday and pm route). Increases in the number of hours that accumulate per day of sick leave will occur only after an employee has worked for at least ten (10) workdays with the increased hours. For the purposes of calculating ten workdays for this section, paid/unpaid time off will not count towards this total.

An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift. For absences exceeding three days, the District may require verification that an employee's use of paid sick leave is for an authorized purpose. If the District requires verification, verification must be provided to the District within a reasonable time period during or after the leave. The District's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. The District may also request a doctor's certificate for illness, regardless of the length of absence from work, if the District has a reasonable suspicion that sick leave is being used inappropriately, and if the request for the certificate of disability is made at the time the employee requests sick leave. Nothing herein shall be construed to limit the District's right to request documentation for purposes of determining FMLA eligibility, to investigate suspicious use of leave through means other than by requesting a doctor's certification, or to require a doctor's certificate as a condition of granting leave without pay for employees who have exhausted sick leave.

10.1.1 The District will comply with all the provisions of the Family and Medical Leave Act of 1993. Consistent with state law, an employee may also use their sick leave to care for: (a) their child with a health condition that requires treatment or supervision; or (b) their spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Regular employees shall be allowed to use a maximum of five (5) days of sick leave per year when absence from work is required because of serious illness of a member of the immediate family (sibling, grandchild or a domestic partner who is documented through an Affidavit of Domestic Partnership on file in payroll) where the immediate family member is hospitalized, critically ill, expected terminally ill, or where a medical doctor certifies that the employee's presence is required. A medical note documenting the illness of a family member may be required by the District at any time. Notwithstanding the

five-day limitation set forth above, an employee whose leave qualifies under FMLA shall not go into unpaid leave status until all paid leave has been used.

10.1.2 Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they may cash out unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave has been accrued and each January thereafter at a rate equal to one (1) days monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

10.2 At the time of separation from the school District employment due to retirement or death, an eligible employee, or the employee's estate shall receive remuneration at a rate equal to one (1) day current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury up to a maximum accrual of 180 days. For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under PUBLIC EMPLOYEES' RETIREMENT SYSTEM (P.E.R.S.) or STATE EMPLOYEES RETIREMENT SYSTEM (SERS).

## **SECTION 11 - LEAVES OF ABSENCE**

11.1 General Leave of Absence. An employee may apply for a general leave of absence after any three years of continuous employment, from the school District through the appropriate administrator. General leave of absence shall be granted at the discretion of the school District, with the approval of the Union, for a period no longer than one year.

11.2 Leave of Absence for Training Duty. Employees of the school District shall be granted a leave of absence with pay if called for active reserve military or national guard training as distinguished from active-duty service for a set or extended term. To receive this pay, the employee must present a copy of their written orders to Human Resources. The leave with pay shall be the first fifteen days of duty, and any time needed in addition to this shall be accounted for as vacation time (260-day employees only) or leave without pay. This leave shall be approved by the administrator in advance of the leave of absence.

## **SECTION 12 - JURY DUTY**

Whenever an employee covered by this Agreement shall be called for jury duty or subpoenaed as a witness in a judicial or administrative tribunal, the District shall

grant to such employee a leave of absence for each day he shall be required to serve in such capacity. The employee shall notify the District of the fact that he has been called for such service immediately after he has been apprised. The employee shall present their supervisor with written evidence that they have been called for such duty. The period of time the employee is on leave of absence for such service shall be considered in all respect as time spent in the normal employ of the District. Employees may retain daily juror stipends that are defined by state law as “reimbursement,” provided, if jurors ever receive any salary or compensation for jury service, or if the state auditor subsequently determines that jury stipends must be repaid, the District shall have the right to collect them.

## **SECTION 13 – PERSONAL LEAVE**

Two (2) days of personal leave, (non-accumulative), shall be granted at the discretion of the employee. Personal leave cannot be taken during the first or last week of the school year and cannot be used to extend a holiday. The employee shall provide at least one (1) day’s advanced notice before taking this leave. No more than two (2) drivers and one (1) shop employee shall be granted personal leave on the same day.

Beginning with the 2007-2008 school year, a bargaining unit member who has been an employee of Franklin Pierce School District in a regular position (includes temporary positions, does not include substitute positions) for at least 20 years as of September 1 is eligible for one (1) additional personal leave day under the conditions described above.

Personal days may be used at a minimum in one (1) hour increments and thereafter in 15-minute increments. Personal Leave must be used prior to leave without pay.

If an employee chooses not to use their personal leave day(s), they may receive the cash equivalent of the personal leave day(s) by submitting a written request to Payroll during the last week of school. Any unused personal leave will be automatically cashed out in the July paycheck each year.

## **SECTION 14 - DISCHARGE OR TERMINATION**

14.1 The employer may discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall have been previously given to such employee of a complaint against him/her concerning their work conduct, except that no such prior warning shall be necessary, if the cause for discharge or suspension is a more serious concern, including, for example, the following conduct:

1. dishonesty, (including, but not limited to, theft, falsification of records, including time records);
2. drinking related to their employment, the use or possession of unlawful controlled substances or otherwise violating District Policy and Regulation relating to alcohol and drugs (provided that such discipline or discharge shall not violate valid federal regulations governing drug testing of drivers);
3. recklessness or disorderly conduct (including, but not limited to, destruction and damage of District property or the property of other employees);
4. non-compliance with Federal or State regulations or Franklin Pierce School District procedures, regulations and policies.

The above is not intended to be an exhaustive list.

A copy of such warning notice shall be mailed or faxed to the Union at the time it is given to the employee.

Any disciplinary notice shall clearly indicate the nature of the discipline being imposed (e.g., “verbal warning,” “written warning,” or “suspension”).

14.2 An employee may request an investigation of their discharge or suspension or any warning notice. Any such protest shall be presented to the District in writing within ten (10) working days after the receipt of notice by the employee of the discharge, suspension or warning notice; and if not presented within such period, the right of protest shall be waived.

14.3 An employee on justifiable suspension is severed from the payroll and receives no benefits for the period of suspension.

14.4 Any employee terminating voluntarily shall give two weeks written notice when possible.

14.5 Within five (5) working days after expiration of accumulated sick leave, an employee must apply for a leave of absence, or terminate, or the District will fill the position.

## **SECTION 15 - GRIEVANCES AND ARBITRATION**

**15.1** If an employee believes that there has been a violation of a specific provision(s) of this collective bargaining Agreement, the employee shall take the matter up with their immediate supervisor within ten (10) working days following the date the violation occurred. If the matter is not satisfactorily resolved, the employee may proceed to Step One of the formal grievance procedure.

### ***STEP ONE***

The aggrieved employee shall present the facts concerning the matter in writing, stating the provision(s) allegedly violated, to the Executive Director of Business and Operations. This shall be done within twenty (20) working days following the date of occurrence of the grievance. The aggrieved employee shall meet with the Executive Director of Business and Operations within fifteen (15) days after the Step One grievance is filed. The Executive Director of Business and Operations shall respond in writing within ten (10) working days of the meeting. If the employee is not satisfied or the matter not resolved, the employee may proceed to Step Two. The shop steward and/or the Union representative may help the employee at any Step.

### ***STEP TWO***

The employee or the Union may submit the matter in writing to the Executive Director of Human Resources within ten (10) working days of receipt of the written response from the Executive Director of Business Operations. The aggrieved employee shall meet with the Executive Director of Human Resources within fifteen (15) working days after receipt of the request to move the grievance to Step Two. Within fifteen (15) working days following this meeting, the District shall submit a written answer to the Union and the aggrieved employee. If the employee is not satisfied and the matter is not resolved, the employee may proceed to Step Three.

### ***STEP THREE***

If the grievant is unsatisfied with the disposition in Step Two of the grievance procedure, the grievant may, within ten (10) working days, and with the consent of the Union, submit the matter to arbitration. Notice of intent to arbitrate shall first be provided to the District in writing.

Any grievance relating to interpretation or application of the specific provision(s) of the Agreement may be submitted to arbitration, unless excluded by the other provisions of the Agreement or this Section.

To effectuate arbitration, the Union shall request within the ten (10) working days a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, representatives of the District and the Union shall, within ten (10) working days, meet to select an arbitrator from said list. The selection shall be made by alternately removing one name at a time from the list. The two parties shall decide on order of first removal by the flip of a coin. The remaining name, after each party has eliminated three, shall be the arbitrator.

The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

If any procedural issue arises, including any issue regarding the arbitrability of a dispute, such issue may be submitted to the arbitrator by written motion of either party, and the arbitrator shall rule upon the issue prior to any hearing on the merits. Nothing herein shall prevent either party from raising procedural issues at a later time.

The arbitrator shall render their decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have fifteen (15) working days in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost (reporter, hearing room, etc.) shall be shared equally by the District and the Union.

The decision and/or award shall set forth the arbitrator's finding of fact, reasoning and conclusions of the issues submitted and shall be final and binding on all parties.

15.2 The grievant shall have the right to have a Union representative present during the formal discussion in Steps One, Two, and Three. Such discussion shall not interfere with the employee's normal duties, except by mutual agreement.

15.3 Nothing contained herein shall be construed to prevent any employee from processing their own grievance through Step Two without Union representation. However, the District shall give the Union the opportunity to be present at any formal step of the grievance procedure and make its views known.

15.4 Grievance hearings shall be held at reasonable times and places that do not conflict with the working day unless otherwise mutually agreed. Grievances not pursued to the next step within the time limitations set forth shall be deemed waived.



15.5 Termination of probationary employees as defined in this Agreement for any reason is not subject to the grievance procedure.

15.6 Time limits as set forth in this Section may be extended by mutual agreement.

## **SECTION 16 - PENSION**

All classified employees who are employed in an eligible position are entitled to membership in and shall derive benefit from the State Employment Retirement System in accordance with and pursuant to the laws of Washington State and any amendments thereto authorizing and establishing this system.

## **SECTION 17 - EXTRA AGREEMENTS**

The District agrees not to enter into any agreement or contract with its employees, individually or collectively, which is inconsistent with the terms of a collective bargaining agreement then in effect.

## **SECTION 18 - NO STRIKE / NO LOCKOUT**

18.1 During the life of this Agreement, the Union and members of the bargaining unit, as individuals or as a group, shall not cause or participate in any strike, or picketing or any other restriction of work against the District. Employees shall not honor any picket line established at or around any District building.

18.2 During the life of this Agreement, the District shall not lock out members of the bargaining unit. Failure to hold school due to an Act of God or utility failure shall not be considered a lockout.

## **SECTION 19 - BULLETIN BOARDS**

The District agrees to provide suitable space for the bargaining representative to use as a bulletin board but cannot supply the bulletin board itself. Postings by the bargaining representative on such boards are to be confined to official business of the unit.

## **SECTION 20 - INSPECTION PRIVILEGES**

20.1 Authorized agents of the bargaining representative shall have access to the District's establishment during reasonable working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the

Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule.

20.2 An employee may review their personnel file at the Human Resources office by scheduling an appointment with the Human Resources Manager for Classified Employees. The employee may be accompanied by a representative of their choice. An employee may receive copies of items requested from their file upon payment of the cost to reproduce the items. An employee may submit a written explanation to be included in their personnel file for any item that the employee finds objectionable.

At an employee's request, derogatory materials from the employee's personnel file shall be removed three (3) calendar years after the material is placed in the file except those materials which are disallowed from removal by State law or statute. The employee's annual evaluation shall be exempt from this provision. This provision shall not be construed to prohibit the District from maintaining records of investigations or discipline in files other than the employee's personnel file, nor shall this provision be construed as a limitation on matters which may be considered by the District or an arbitrator in determining the appropriate level of discipline for an act of employee misconduct.

20.3 When requested by the Transportation Supervisor, the Shop Steward is authorized to participate in meetings as a Union representative during their workday. The Shop Steward will conduct any other Union business outside of their working hours.

## **SECTION 21 - TRAINING REQUIRED BY STATE LAW**

The District will compensate employees at their regular hourly wage rate for time required in District-sponsored training or CPR/first aid training for which the Transportation Supervisor has provided advanced approval. If such prior approval is granted for CPR/first aid training, the District will also reimburse the employee for the cost of the training. Time spent in such classes shall not be considered as time worked for the purpose of computing overtime or premium pay, except to the extent required by law.

21.1 A driver shall be paid from column 03 of the salary schedule for driver trainer work performed at the direction of the Transportation Supervisor.

21.2 The District shall reimburse the drivers for the cost of the Commercial Washington driver's license written test fee, after the employee has passed the test.

## **SECTION 22 – VIDEO CAMERAS AND GPS**

Video Cameras and GPS: District buses are equipped with video surveillance and Global Positioning Systems (GPS). The use of video surveillance and GPS are recognized as a means of managing student discipline, security/protection of district property/staff, providing a safe workplace for bargaining unit employees and a safe learning environment for students.

Video cameras are a tool to assist bus drivers and the District in monitoring students on the bus and to provide security for students and staff. Video may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to routinely monitor employee performance in the absence of a specific complaint. A driver will be notified when video from their bus is pulled for viewing, except when the video is pulled to investigate employee or student misconduct. Only necessary and appropriate staff shall have access to the recording, and it shall be used for legitimate District purposes such as those listed above. Cameras will not run longer than twenty (20) minutes after the ignition key is turned to the “off” position. All cameras will be kept in good working order, to include but not limited to shut-down time and light function.

## **SECTION 23 - HEALTH INSURANCE**

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

23.2 The required physical examination will be paid in full by the District to all drivers who go to the District's approved doctor. A payment equal to the cost of District's approved doctor will be allowed for those employees who choose their own doctor for this examination.

## **SECTION 24 - SALARIES AND EMPLOYEE COMPENSATION**

24.1 Salaries for employees subject to this Agreement shall be as set forth in Schedule 56, attached hereto, and by this reference incorporated herein. These wages have been increased by six percent (6.0%) for 2022-23 inclusive of the Implicit Price Deflator (IPD) used by the state legislature to increase the classified staffing allocation in the state budget. For the 2023-24 school year, wages will be increased by two- and one-half percent (2.5%) or the IPD whichever is higher and for the 2024-25 school year, wages will be increased by two and one half (2.5%) or the IPD

whichever is higher. Bus drivers will be paid at bus driver rate for current utility helper work.

24.1.1 Incremental step movements, where applicable, shall take effect September 1 of each year during the term of the Agreement, provided the employee worked in the bargaining unit at least 90 days during the preceding school year.

Longevity: After 10 years = \$0.50 cents per hour.

After 15 years = \$1.00 per hour.

After 20 years = \$1.50 per hour

After 25 years = \$2.00 per hour

After 30 years = \$2.50 per hour

At 10 years, an employee will receive 50 cents more per hour and after 15 years, an employee will receive an additional 50 cents per hour in addition to the 50 cents more per hour, for a total longevity increase of \$1.00 per hour. After twenty years, an employee will receive an additional 50 cents per hour in addition to the \$1.00 per hour, for a total longevity increase of \$1.50 per hour. After 25 years, an employee will receive an additional 50 cents per hour in addition to the \$1.50 per hour, for a total longevity increase of \$2.00 per hour. After thirty years, an employee will receive an additional 50 cents per hour in addition to the \$2.00 per hour, for a total longevity increase of \$2.50. These rates of pay shall be effective on September 1 of each year.

If another classified bargaining unit receives a higher rate for longevity or adds additional longevity steps, the members of this bargaining unit will receive the same.

In calculating an employee's longevity, the District will use the date the employee was hired by the District in a regular position (includes temporary positions, does not include substitute positions). If a person's employment has been interrupted by a work-related injury or a layoff, that person's longevity will continue to accrue as if there was no interruption of service.

24.1.2 A bargaining unit member who has had perfect attendance for the first 90 school days of the school year and any required in-service training days and any pre-scheduled team meetings, will receive one additional day's pay. Pay for this day will be included no later than the March pay warrant and the hours will be based upon the employee's regular daily work hours as of January 1.

A bargaining unit member who has had perfect attendance for the last 90 school days of the school year and any required in-service training days, and any pre-scheduled team meetings, will receive one additional day's pay. Pay for this day will be included no later than the July pay warrant and the hours will be based upon the employee's regular daily work hours as of June 1.

Perfect attendance for purposes of this section is defined as no time off work (paid or unpaid) except: when using no more than one (1) personal leave day consistent with Section 13, when summoned to jury duty/subpoenaed consistent with Section 19, when using Bereavement Leave consistent with Section 9, when using leave covered by FMLA, when using military leave covered by USERRA, or when on paid administrative leave; provided, that if an employee on paid administrative leave during an investigation of misconduct is subsequently disciplined or discharged for just cause, such employee shall not be considered eligible for the perfect attendance incentive.

24.1.3 Employees who are nominated as "Employee of the Year" and "Driver of the Year" shall each receive one (1) additional day of pay. The Union and District will jointly form a nominating committee for these awards.

24.2 Salaries to be contained in the appropriate Schedule 56 shall be for the term of the Agreement, subject to the terms and conditions of Section 27, and the salary adjustment provisions set forth in Section 24.

24.3 As part of the process for training new bus drivers, the Transportation Supervisor may elect to place a trainee driver on the route of an experienced driver. In such situations, the experienced driver will receive the driver trainer rate of pay for the time they spend supervising the trainee when the trainee is driving or riding along on the experienced driver's route. The selection of drivers for this opportunity rests solely with the Transportation Supervisor. For clarification purposes this would only apply when a driver has a trainee on the bus. This would not apply to substitutes being called in to work extra days to gain experience.

24.4 If an employee is required or mutually scheduled by the District and Union to meet with the District during the employee's regular work hours, such employee shall suffer no loss in pay.

24.5 A new contracted, regular bus driver shall be given salary schedule placement credit for prior bus driving experience: up to step 4. The calculation is based on the following table.

In calculating an employee's longevity for the purposes of placement into the 10, 15-, 20-, 25- and 30-year longevity salary steps, only Washington state school district

driving experience will be counted. School district experience gained in other states or countries and non-school district bus driving experience will not be counted.

Other WA school districts (includes contract bus services such as First Student)	1-year prior experience = 1 step
Non-WA school districts	2 years prior experience = 1 step
Non-school district bus driving	2 years prior experience = 1 step

24.6 All Shop Personnel (Mechanics, Assistant Mechanics, Lead Mechanics and Service Technicians) will qualify for an additional \$0.25 per hour for each of the seven (7) Automotive Service Excellence (ASE) certifications currently offered for school bus maintenance workers. These increases will be effective for the next payroll period following submission of proof of current certification to HR and the Shop Supervisor. Employees are responsible for renewing their certifications at the interval required by ASE for recertification (currently every five years), as a condition of retaining these increases.

24.7 The District shall pay the following bonuses to all shop personnel (mechanics, assistant mechanics, lead mechanics and service technicians) for the annual 100% Washington State Patrol inspection. Shop personnel will receive a \$500 bonus if no more than 1 school bus is placed out of service. This bonus will be paid out on the next available pay warrant. If 2 or more buses are placed out of service, no bonus will be paid.

24.8 The District will offer a single \$300 annual footwear allowance for all shop personnel (mechanics, assistant mechanics, lead mechanics and service technicians) for shop-appropriate footwear. An employee attempting to take advantage of this reimbursement must submit a receipt for such purchase within 30 calendar days of the purchase. Such annual allowance is not eligible to carry forward school year to school year.

## **SECTION 25 - SAFETY COMMITTEE**

Committee structure for review of all accidents:

- Two (2) drivers selected by the unit to serve at least a two-year term
- One (1) supervisor
- One (1) driver trainer
- One (1) shop supervisor
- One (1) shop steward

All members of the review committee will be compensated at their regular hourly rate. The review committee will meet on an as-needed basis as determined by the Transportation Supervisor.

The role of the committee shall be to review and make recommendations for workplace and driving safety, and to review, upon request of the employee, the Transportation Director's determination of whether or not the accident was preventable.

The criteria for preventable accidents shall be as set forth in the Preventable Accidents System, based on National Safety Council Guidelines.

The District shall retain final authority on any decisions relating to the recommendations made by this committee.

## **SECTION 26 - PROPERTY LOSS AND DAMAGE**

Acts of damage that are clearly recognizable as vandalism, or damage that clearly occurred as a result of District authorized athletics or activities, while an employee's vehicle is in the school setting and while the employee is acting within the scope of their assigned employment obligations to the District, shall be covered by the individual's insurance policy, with the District reimbursing the amount of the deductible to a maximum of Five Hundred Dollars (\$500).

## **SECTION 27 - TERM AND SEPARABILITY OF PROVISIONS**

27.1 The term of this Agreement shall be September 1, 2022, through August 31, 2025.

27.2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. If the District determines that it is necessary to request that some drivers park their buses at their personal residences, the parties agree to re-open negotiations in advance to discuss only the impacts and arrive at a mutually agreeable solution.

27.3 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

27.4 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

27.5 In the event that either Section 27.3 or Section 27.4 is determined to apply to any provision of this Agreement, the parties shall re-negotiate such provision, Section 27.6 notwithstanding.

27.6 This Agreement constitutes the entire agreement between the parties concluding bargaining for its term, except as specifically provided in Sections 27.2 and 27.5 and Section 27. All matters not covered herein shall be determined by the District, provided this Agreement may be altered, changed, added to, deleted from or modified only through the mutual written consent of both parties.

26.7 If during the term of this Agreement, actions of the legislature, the implementation of new laws or levy failure impact the terms of this Agreement, either party may open the Agreement for bargaining on the impact(s).

Franklin Pierce School District

Teamsters Union Local 313

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Brandy Marshall  
Executive Director of HR & Business  
Franklin Pierce School District

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Nick Lansdale  
Secretary-Treasurer  
Teamsters Local 313

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

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



By and Between

Franklin Pierce School District # 402

And

Teamsters Local # 313

### **Supplemental Pension Contributions**

This Letter of Understanding is between the Franklin Pierce School District and Teamsters Local 313. This Letter modifies Section 14 of the Collective Bargaining Agreement.

All regular employees employed as Utility Helper, Bus Driver and Driver Trainer shall suffer a gross wage reduction in the amount equal to one dollar (\$1.00) per hour for all compensable hours.

After the reduction in each employee's gross wages, the District shall contribute the amount specified above on behalf of all employees performing work or on paid leave (paid sick leave or paid vacation) within the classification covered by this Letter of Understanding.

The District shall transmit said amount to the Western Conference of Teamsters Pension Trust. These reports will include contributions for all payroll period ending dates falling within the month being reported.

**Franklin Pierce School District #402**

**Teamsters Local Union # 313**

\_\_\_\_\_  
Brandy Marshall  
Executive Director HR & Business

\_\_\_\_\_  
Nick Lansdale  
Secretary-Treasurer

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

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

Letter of Understanding

By and Between

Franklin Pierce School District # 402

And

Teamsters Local # 313

**Supplemental Pension Contributions**

This Letter of Understanding is between the Franklin Pierce School District and Teamsters Local 313. This Letter modifies Section 14 of the Collective Bargaining Agreement.

Based on the previous month's hours, the following classifications as defined in the Collective Bargaining Agreement shall suffer a gross wage reduction in the amount equal to two dollars and fifty cents (\$2.50) per hour for every straight time hour compensated:

Lead Mechanic  
Mechanic  
Assistant Mechanic  
Service Tech  
Dispatcher  
Router

After the reduction in each employee's gross wages, the District shall contribute the amount specified above on behalf of all employees performing work or on paid leave (paid sick leave or paid vacation) within the classification covered by this Letter of Understanding.

The District shall transmit said amount to the Western Conference of Teamsters Pension Trust. These reports will include contributions for all payroll period ending dates falling within the month being reported.

**Franklin Pierce School District #402**

**Teamsters Local Union # 313**

\_\_\_\_\_  
Brandy Marshall  
Executive Director of HR & Business

\_\_\_\_\_  
Nick Lansdale  
Secretary-Treasurer

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

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

## Schedule 56 - TEAMSTERS

### Transportation

2022-2023

	Column 01	Column 02	Column 03	Column 04	Column 05	Column 06	Column 07	Column 08	Column 09
Step	Utility Helper (Bus Wash, Oiler & Seat Repair)	Bus Driver	Driver Trainer	Dispatcher	Router	Service Tech	Assistant Mechanic	Mechanic	Lead Mechanic
01	22.85	26.97	32.49	33.04	33.85	30.13	31.00	33.54	39.33
02		27.59	32.75	34.71	35.51	30.76	31.56	33.85	39.72
03		28.86	33.04	35.96	36.74	31.45	32.21	34.56	40.10
04		29.32	33.35	38.21	39.04	32.09	32.80	34.90	40.50
05		29.57	33.60	38.46	39.29	32.34	33.05	35.15	40.75
*10	23.35	30.07	34.10	38.96	39.79	32.84	33.55	35.65	41.25
*15	23.85	30.57	34.60	39.46	40.29	33.34	34.05	36.15	41.75
*20	24.35	31.07	35.10	39.96	40.79	33.84	34.55	36.65	42.25
*25	24.85	31.57	35.60	40.46	41.29	34.34	35.05	37.15	42.75
*30	25.35	32.07	36.10	40.96	41.79	34.84	35.55	37.65	43.25

\*Steps 10, 15, 20, 25, and 30 used only for longevity increases and not to be used as increment increases.

Step 10: 10 years of service = \$0.50 cents per hour increase over step 01 for column 1; and \$0.50 cents per hour increase over step 05 for columns 2-7.

Step 15: 15 years of service = \$1.00 per hour increase over step 01 for column 1; and \$1.00 per hour increase over step 05 for column 2-7.

Step 20: 20 years of service = \$1.50 per hour increase over step 01 for column 1; and \$1.50 per hour increase over step 05 for columns 2-7.

Step 25: 25 years of service = \$2.00 per hour increase over step 01 for column 1; and \$2.00 per hour increase over step 05 for columns 2-7.

Step 30: 30 years of service = \$2.50 per hour increase over step 01 for column 1; and \$2.50 per hour increase over step 05 for columns 2-7.

**Substitute Drivers:** Rate equivalent to Step 01 in column 02.

A retired school bus driver with at least 10 years of experience in WA may be paid at the rate set in column 02, Step 01-04, based on District need.

**Substitute Mechanics:** Rate equivalent to Step 01 in column 08.

A retired school bus mechanic with at least 10 years of experience may be paid at the rate set in column 08, Step 01-04, based on District need.

6.0% over 2021-22 per CBA; includes IPD

Last edited 5/2/22 sb



## Franklin Pierce Schools

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

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Brandy Marshall, Executive Director of Human Resources and Business Services  
**DATE:** October 11, 2022  
**SUBJECT:** Interlocal Agreement – ESD 113 Fingerprinting Services

### **BACKGROUND INFORMATION**

This agreement allows the FPS Human Resources Department to conduct new employee fingerprinting services at the district office for the purpose of background investigation.

### **RECOMMENDATION**

I move that the Board of Directors approve the Interlocal Agreement Contract #6212-IA-01308 Fingerprinting Services with Capital Region Educational Service District 113.

### **ACTION REQUIRED**

**CAPITAL REGION ESD 113**  
**INTERLOCAL AGREEMENT AR**  
**FORM 6212-IA**  
**Page 1 of 2**

<b>Contract #</b>	<b>6212-IA-01308</b>
<b>Title</b>	<b>Fingerprinting Services</b>

Contract for services provided by Capital Region ESD 113 dated this 14 day of September, 2022 between:

**CAPITAL REGION ESD 113 (ESD113)**  
6005 Tyee Drive SW · Tumwater, WA 98512  
AND  
**FRANKLIN PIERCE SCHOOL DISTRICT**  
315 129<sup>th</sup> Street S– Tacoma, WA 98444

In consideration of the promises and conditions contained herein, ESD113 and FRANKLIN PIERCE SCHOOL DISTRICT do mutually agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide **FRANKLIN PIERCE SCHOOL DISTRICT** Fingerprint services and administrative processing to Office of Superintendent of Public Instruction (OSPI) and Washington State Patrol/Federal Bureau of Investigation (WSP/FBI).

**II. RESPONSIBILITY OF CAPITAL REGION ESD 113 (ESD113)**

In accordance with this Agreement, ESD113 shall:

- Collect fees from FRANKLIN PIERCE SCHOOL DISTRICT and disburse funds due monthly to both OSPI and WSP/FBI.
- Prepare and provide FRANKLIN PIERCE SCHOOL DISTRICT with a monthly summary of transactions.

**III. RESPONSIBILITIES OF FRANKLIN PIERCE SCHOOL DISTRICT** In accordance with this Contract the Agency shall

- Monthly: send to ESD 113, for fingerprints processed that month, the full amount of fingerprinting fees for OSPI and WSP/FBI with the invoice provided for this purpose by ESD113.
- Annually: In September (at the beginning of each school year) remit an administrative fee payable to ESD113 upon receipt of invoice provided for this purpose.
- Consolidate fees collected locally and remit a single warrant to ESD 113 for the full amount due each month.
- Fees are due to OSPI and WSP/FBI regardless of whether FRANKLIN PIERCE SCHOOL DISTRICT receives an NFS payment. As a result, FRANKLIN PIERCE SCHOOL DISTRICT must be responsible for all payment instruments accepted by local policy or practice. Amounts due ESD113 will be calculated on the number of fingerprints submitted for processing, not the number of fingerprints paid. Non-payment of fees, partial or in full, will result in the immediate suspension of services until all past due amounts have been paid in full.

**IV. TERM OF THE CONTRACT**

The initial term start of this Contract shall be the later of September 1, 2022 through August 31, 2023.

Auto-renewing? ☐ NO ☒ YES If yes, *Contract shall be automatically renewed from year to year unless either party provides written notice of its election to terminate sixty days prior to the contract end date of the current year. Contract renewals may be subject to annual price increases and are subject to change.*

**V. PAYMENT PROVISIONS**

For satisfactory performance of the work as set forth in the "Responsibilities of Capital Region ESD 113"; the FRANKLIN PIERCE SCHOOL DISTRICT will be invoiced each September for an administrative fee. The established rate for fiscal year 2022/23 is **\$600.00 (Six hundred dollars and no/100)**. Rate is subject to change annual per the terms of this contract.

Capital Region ESD 113 shall submit properly computed invoices to the district documenting amount claimed.

**SIGNATURES**

In witness whereof, Capital Region ESD 113 and the Agency certify that they have read, understand, and executed this entire agreement.

\_\_\_\_\_  
Date \_\_\_\_\_  
Dr. Dana Anderson, Capital Region ESD 113

\_\_\_\_\_  
Date \_\_\_\_\_  
Lance Goodpaster, FRANKLIN PIERCE SCHOOL DISTRICT

*Original copy to be signed, returned to Capital Region ESD 113, and approved by its designee prior to the commencement of services.*

**CAPITAL REGION ESD 113  
INTERLOCAL AGREEMENT AR  
FORM 6212-IA  
Page 2 of 2**

**AUTHORITY**

This agreement between Capital Region ESD 113 and the Agency, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035

The provisions of educational, instructional or specialized services in accordance with this Agreement shall improve student learning or achievement.

A separate legal entity is not being created. Capital Region ESD 113 shall administer the joint undertaking described in the terms of this Agreement.

**PAYMENTS**

The Agency or its designee determines that the services or goods provided by Capital Region ESD 113 are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld.

Interim payments during the contract are allowed as specified. Any date specified herein for payment(s) shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than thirty (30) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

**INDEMNIFICATION**

The Agency or its designee indemnifies and shall defend and hold Capital Region ESD 113, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against Capital Region ESD 113 that are related to the Agency's obligations or performance under this Contract. The Agency shall timely reimburse Capital Region ESD 113 for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by Capital Region ESD 113 as a result of such third-party claims, actions, liens, suits or proceedings.

**DISPUTES**

Notice of potential disputes between the Agency and Capital Region ESD 113 on the interpretation of the content of this contract or any appendices must be served in writing to the other party to this contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to Capital Region ESD 113 Board of Directors, whose decision shall be final.

**TERMINATION**

This agreement may be terminated by Capital Region ESD 113 or any designee thereof at any time, with or without reason, upon written notification thereof to the Agency. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Agency as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein in the absence of proof of actual delivery to and receipt by Agency by mail or other means at an earlier date and/or time.

In the event of termination by Capital Region ESD 113, Agency shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

**VERBAL AGREEMENTS**

This written agreement constitutes the mutual agreement of Agency and Capital Region ESD 113 in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, shall be binding unless such amendments have been mutually agreed to in writing.

**APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Thurston County, Washington. Agency shall comply, where applicable, with the Agency Work Hours and Safety Standards Act and any other applicable federal and state statutes, rules and regulations.

**CONTRACTOR'S SIGNATURE**

Agency and/or Agency's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Agency so identified to the foregoing agreement, and under penalty of perjury certifies the federal identification number or social security number provided is correct.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY**

If federal funds are the basis for this agreement, Capital Region ESD 113 certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

<b>ESD 113 PROGRAM MANAGER</b> Cherrie Thompson	<b>PROGRAM ACCOUNT CODE</b> 7402
<b>BILLING RESPONSIBILITY</b> <input type="checkbox"/> PROGRAM (Program will be responsible for notifying Business Office when work is ready to be invoiced.)	
<input checked="" type="checkbox"/> BUSINESS OFFICE (Contract will be billed exactly as written in section V. PAYMENT PROVISIONS)	
<b>BOARD NOTIFICATION</b> If contract/consortium is over \$50,000, summary sent to ESD Contracts Office. <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	
<b>AGENCY CONTACT NAME:</b> Cindy Reams	<b>EMAIL:</b> CKREAMS@ESD113.ORG
<b>AUTHORIZED SIGNOR NAME:</b> DR.DANA ANDERSON	<b>EMAIL:</b> DANDERSON@ESD113.ORG
<b>CONTRACT OFFICE APPROVAL</b> – In accordance with Capital Region ESD 113 Contract Procedure 6212-P	
<div style="border-top: 1px solid black; width: 100px; margin: 0 auto;"></div> Contract Office Approval	



## 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:** Tim Bremner, Director of College and Career Readiness  
**DATE:** October 11, 2022  
**SUBJECT:** Career and Technical Education Four Year Planning Requirement

### **BACKGROUND INFORMATION**

Policy 2170: Career and Technical Education requires the board to annually review and approve the district plan for the design and delivery of its career and technical education program. The plan must ensure academic rigor, align with education reform, establish program performance targets, address the skill gaps of Washington's economy, and provide opportunities for dual credit. The 2022-2023 updated Career and Technical Education (CTE) Four Year Planning Requirement is attached for board approval.

### **RECOMMENDATION**

I move that the Board of Directors approve the Career and Technical Education Four Year Planning Requirement.

### **ACTION REQUIRED**



# CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

District Goal: The mission of the **Franklin Pierce School District** is to provide a collaborative learning community, which engages all students in learning the academic and work-life skills needed to achieve their individual potential and become responsible citizens. (Quality Criteria indicators are referenced on the Career & Technical Education Evaluation Form.)

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
<b>Educator Licensing</b> <a href="#">WAC 181-77-014</a> <b>(Criteria 1)</b>	Ensure that all certifications are up-to-date and properly endorsed. Review and update Written Training Plans for CTE Certification. Ensure all instructors have a current First Aid/CPR Card. Ensure that all instructors have Industry Certifications where necessary.	Ensure that all certifications are up-to-date and properly endorsed. Review and update Written Training Plans for CTE Certification. Ensure all instructors have a current First Aid/CPR Card. Ensure that all instructors have Industry Certifications where necessary.	Ensure that all certifications are up-to-date and properly endorsed. Review and update Written Training Plans for CTE Certification. Ensure all instructors have a current First Aid/CPR Card. Ensure that all instructors have Industry Certifications where necessary.	Ensure that all certifications are up-to-date and properly endorsed. Review and update Written Training Plans for CTE Certification. Ensure all instructors have a current First Aid/CPR Card. Ensure that all instructors have Industry Certifications where necessary.
<b>Curriculum, Instruction, and Evaluation</b> <a href="#">RCW 28A.700.010</a> <b>(Criteria 2)</b>	Continuous Growth and Achievement for All Subjects. Frameworks reflect the current industry, academic equivalency standards, & 21st Century Skills. Perform annual program evaluations. Ensure all	Continuous Growth and Achievement for All Subjects. Frameworks reflect the current industry, academic equivalency standards, & 21st Century Skills. Perform annual program evaluations. Ensure all	Continuous Growth and Achievement for All Subjects. Frameworks reflect the current industry, academic equivalency standards, & 21st Century Skills. Perform annual program evaluations. Ensure all	Continuous Growth and Achievement for All Subjects. Frameworks reflect the current industry, academic equivalency standards, & 21st Century Skills. Perform annual program evaluations. Ensure all





# CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
	frameworks are up to date with current state and national standards. Completed state re-approval process for STEM and Health Science Frameworks. Increase student opportunities to earn certification. Continue focus on improving teacher professional practice. Evaluate curriculum based on Labor Market Data.	frameworks are up to date with current state and national standards. Complete state re-approval process for Family and Consumer Science Frameworks. Increase student opportunities to earn certification. Continue focus on improving teacher professional practice. Evaluate curriculum based on Labor Market Data.	frameworks are up to date with current state and national standards. Complete state re-approval process for Business and Marketing Frameworks. Increase student opportunities to earn certification. Continue focus on improving teacher professional practice. Evaluate curriculum based on Labor Market Data.	frameworks are up to date with current state and national standards. Complete state re-approval process for Agriculture Education Frameworks. Increase student opportunities to earn certification. Continue focus on improving teacher professional practice. Evaluate curriculum based on Labor Market Data.
<b>Academic Integration</b> <a href="#">RCW 28A.700.010(2)(a)</a> <b>(Criteria 3)</b>	Integrate all courses with rigorous content aligned to academic learning standards and CTE program standards. Align courses with industry standards. Align courses to meet equivalency credit where available. Look for additional dual credit	Integrate all courses with rigorous content aligned to academic learning standards and CTE program standards. Align courses with industry standards. Align courses to meet equivalency credit where available. Look for additional dual credit opportunities.	Integrate all courses with rigorous content aligned to academic learning standards and CTE program standards. Align courses with industry standards. Align courses to meet equivalency credit where available. Look for additional dual credit opportunities.	Integrate all courses with rigorous content aligned to academic learning standards and CTE program standards. Align courses with industry standards. Align courses to meet equivalency credit where available. Look for additional dual credit opportunities.



# CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
	opportunities. Create opportunities for internships with local employers. Piloted 21st Century Skills as priority lifelong learning standards.	Create opportunities for internships with local employers. Assess and grow the focus on 21st Century Skills as lifelong learning outcomes aligned to a graduate portrait.	Create opportunities for internships with local employers. Assess and grow the focus on 21st Century Skills as lifelong learning outcomes aligned to a graduate portrait.	Create opportunities for internships with local employers. Assess and grow the focus on 21st Century Skills as lifelong learning outcomes aligned to a graduate portrait.
<b>Student Access to Program</b> <a href="#">RCW 28A.700.010</a> <b>(Criteria 4)</b>	Equitable Opportunities for All Students. Compare enrollment data and drops longitudinally (race, gender & social economics). Encourage the elimination of gender bias and stereotyping in instructional programs. Incorporate fair and impartial practices into the classroom to facilitate the academic achievement of all students. Overcome barriers with non-	Equitable Opportunities for All Students. Compare enrollment data and drops longitudinally (race, gender & social economics). Encourage the elimination of gender bias and stereotyping in instructional programs. Incorporate fair and impartial practices into the classroom to facilitate the academic achievement of all students. Overcome barriers with non-discrimination strategies that result in increasing	Equitable Opportunities for All Students. Compare enrollment data and drops longitudinally (race, gender & social economics). Encourage the elimination of gender bias and stereotyping in instructional programs. Incorporate fair and impartial practices into the classroom to facilitate the academic achievement of all students. Overcome barriers with non-discrimination strategies that result in increasing	Equitable Opportunities for All Students. Compare enrollment data and drops longitudinally (race, gender & social economics). Encourage the elimination of gender bias and stereotyping in instructional programs. Incorporate fair and impartial practices into the classroom to facilitate the academic achievement of all students. Overcome barriers with non-

**CTE Four Year Planning Requirement Template****(formerly "District Wide Plan")**

<b>Quality Criteria</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
	discrimination strategies that result in increasing access to special populations. Integrate and align CTE instructional programming with district instructional approach to Independent Learners: Culturally Responsive, Standards Based and Universal Design for Learning.	access to special populations. Assess and grow CTE instructional programming with district instructional approach to Independent Learners: Culturally Responsive, Standards Based and Universal Design for Learning.	access to special populations. Assess and grow CTE instructional programming with district instructional approach to Independent Learners: Culturally Responsive, Standards Based and Universal Design for Learning.	discrimination strategies that result in increasing access to special populations. Assess and grow CTE instructional programming with district instructional approach to Independent Learners: Culturally Responsive, Standards Based and Universal Design for Learning.
<b>Accountability</b> <a href="#">RCW 28A.700.040(1)(c)</a> <b>(Criteria 5)</b>	Annual comparison of data based on Race, Ethnicity, Gender, SPED, ELL, and Low Income. All pathways compare student certifications year to year. Compare student Dual Credit. Compare non-trad state rates with local rates. Compare CTE graduation and retention data.	Annual comparison of data based on Race, Ethnicity, Gender, SPED, ELL, and Low Income. All pathways compare student certifications year to year. Compare student Dual Credit. Compare non-trad state rates with local rates. Compare CTE graduation and retention data. Investigate	Annual comparison of data based on Race, Ethnicity, Gender, SPED, ELL, and Low Income. All pathways compare student certifications year to year. Compare student Dual Credit. Compare non-trad state rates with local rates. Compare CTE graduation and retention. Investigate additional	Annual comparison of data based on Race, Ethnicity, Gender, SPED, ELL, and Low Income. All pathways compare student certifications year to year. Compare student Dual Credit. Compare non-trad state rates with local rates. Compare CTE graduation and retention data.



## CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
	Investigate additional certifications (OSHA, AIDS/HIV, via Safe Schools).	additional certifications (OSHA, AIDS/HIV, via Safe Schools).	certifications (OSHA, AIDS/HIV, via Safe Schools).	Investigate additional certifications (OSHA, AIDS/HIV, via Safe Schools).
<b>Safe Practices</b> <a href="#">RCW 28A.700.010</a> <b>(Criteria 6)</b>	Ensure all instructors are trained in safety procedures and documentation. Develop tools to better track completion of safety testing by students. Ensure all instructors are training students in safety procedures where appropriate. Keep all safety documentation for seven years.	Ensure all instructors are trained in safety procedures and documentation. Develop tools to better track completion of safety testing by students. Ensure all instructors are training students in safety procedures where appropriate. Keep all safety documentation for seven years.	Ensure all instructors are trained in safety procedures and documentation. Develop tools to better track completion of safety testing by students. Ensure all instructors are training students in safety procedures where appropriate. Keep all safety documentation for seven years.	Ensure all instructors are trained in safety procedures and documentation. Develop tools to better track completion of safety testing by students. Ensure all instructors are training students in safety procedures where appropriate. Keep all safety documentation for seven years.
<b>Facilities</b> <a href="#">RCW 28A.700.010</a> <b>(Criteria 7)</b>	Evaluate program facilities to support current programming.	Evaluate program facilities to support current programming. Collaborate with facilities management to embed Work Site Learning experiences within district roles.	Evaluate program facilities to support current programming. Collaborate with facilities management to embed Work Site Learning experiences within district roles.	Evaluate program facilities to support current programming. Collaborate with facilities management to embed Work Site Learning experiences within district roles.



# CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
<b>Instructional Materials</b> <a href="#">RCW 28A.700.010</a> <b>(Criteria 8)</b>	Develop an instructional material replacement schedule determined by pathway. Update curriculum materials as identified by each program 4-year plan and from input from industry advisors. Update technology equipment.	Develop an instructional material replacement schedule determined by pathway. Update curriculum materials as identified by each program 4-year plan and from input from industry advisors. Update technology equipment.	Develop an instructional material replacement schedule determined by pathway. Update curriculum materials as identified by each program 4-year plan and from input from industry advisors. Update technology equipment.	Develop an instructional material replacement schedule determined by pathway. Update curriculum materials as identified by each program 4-year plan and from input from industry advisors. Update technology equipment.
<b>Leadership and Employability</b> <a href="#">RCW 28A.700.010</a> <b>(Criteria 9)</b>	Increase the number of students earning dual credit. Increase the number of students earning certifications. Compare data by program (race, gender & social economics). Ensure integration of 21st Century Skills in all course work. Ensure leadership opportunities are available to ALL students. Career Technical Student Organization (CTSO)	Increase the number of students earning dual credit. Increase the number of students earning certifications. Compare data by program (race, gender & social economics). Ensure integration of 21st Century Skills in all course work. Ensure leadership opportunities are available to ALL students. Career Technical Student Organization (CTSO)	Increase the number of students earning dual credit. Increase the number of students earning certifications. Compare data by program (race, gender & social economics). Ensure integration of 21st Century Skills in all course work. Ensure leadership opportunities are available to ALL students. Career Technical Student Organization (CTSO)	Increase the number of students earning dual credit. Increase the number of students earning certifications. Compare data by program (race, gender & social economics). Ensure integration of 21st Century Skills in all course work. Ensure leadership opportunities are available to ALL students. Career Technical Student Organization (CTSO)



# CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
	growth into our middle schools and some pathways at our high schools. Increase the number of students earning industry certifications. Continue to support students and advisors participating in regional, state, and national CTSO events. Increase leadership participation of students.	growth into our middle schools and some pathways at our high schools. Increase the number of students earning industry certifications. Continue to support students and advisors participating in regional, state, and national CTSO events. Increase leadership participation of students.	growth into our middle schools and some pathways at our high schools. Increase the number of students earning industry certifications. Continue to support students and advisors participating in regional, state, and national CTSO events. Increase leadership participation of students.	growth into our middle schools and some pathways at our high schools. Increase the number of students earning industry certifications. Continue to support students and advisors participating in regional, state, and national CTSO events. Increase leadership participation of students.
<b>Long Range Planning</b> <a href="#">RCW 28A.700.010(2)(b)</a> <b>(Criteria 10)</b>	Comprehensive Local Needs Assessments data will be used to determine program development, implementation, and continuation in order to meet the high wage, high demand requirements of Perkins V grant. Align to and support District Vision and Strategic Plan.	Comprehensive Local Needs Assessments data will be used to determine program development, implementation, and continuation in order to meet the high wage, high demand requirements of Perkins V grant. Align to and support District Vision and Strategic Plan.	Comprehensive Local Needs Assessments data will be used to determine program development, implementation, and continuation in order to meet the high wage, high demand requirements of Perkins V grant. Align to and support District Vision and Strategic Plan.	Comprehensive Local Needs Assessments data will be used to determine program development, implementation, and continuation in order to meet the high wage, high demand requirements of Perkins V grant. Align to and support District Vision and Strategic Plan.



# CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
<b>Advisory Committee</b> <a href="#">RCW 28A.700.020(1)</a> (Criteria 11)	Advisory Committees will reflect the current needs/programs based on the Comprehensive Local Needs Assessment Data. Advisory members will reflect the current high demand, high wage areas. Assess and develop Advisory Board needs.	Advisory Committees will reflect the current needs/programs based on the Comprehensive Local Needs Assessment Data. Advisory members will reflect the current high demand, high wage areas. Assess and develop Advisory Board needs.	Advisory Committees will reflect the current needs/programs based on the Comprehensive Local Needs Assessment Data. Advisory members will reflect the current high demand, high wage areas. Assess and develop Advisory Board needs.	Advisory Committees will reflect the current needs/programs based on the Comprehensive Local Needs Assessment Data. Advisory members will reflect the current high demand, high wage areas. Assess and develop Advisory Board needs.
<b>Program of Study</b> <a href="#">RCW 28A.700.020(2)(a)(b)</a> (Criteria 12)	Work with WA Career Paths and other resources to create and sustain Programs of Study for each pathway. Provide easy access to these programs of study via CTE department web page, Career Center, etc. Increase the knowledge of our programs of study with our high school counselors by attending and presenting information at their	Work with WA Career Paths and other resources to create and sustain Programs of Study for each pathway. Provide easy access to these programs of study via CTE department web page, Career Center, etc. Increase the knowledge of our programs of study with our high school counselors by attending and presenting information at their	Work with WA Career Paths and other resources to create and sustain Programs of Study for each pathway. Provide easy access to these programs of study via CTE department web page, Career Center, etc. Increase the knowledge of our programs of study with our high school counselors by attending and presenting information at their	Work with WA Career Paths and other resources to create and sustain Programs of Study for each pathway. Provide easy access to these programs of study via CTE department web page, Career Center, etc. Increase the knowledge of our programs of study with our high school counselors by attending and presenting information at their



# CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
	meetings. Incorporate Pathway PD via district summer PRAD Day. Create promotional materials for programs of study (posters, banners, handouts, social media, etc.).	meetings. Incorporate Pathway PD via district summer PRAD Day. Create promotional materials for programs of study (posters, banners, handouts, social media, etc.).	meetings. Incorporate Pathway PD via district summer PRAD Day. Create promotional materials for programs of study (posters, banners, handouts, social media, etc.).	meetings. Incorporate Pathway PD via district summer PRAD Day. Create promotional materials for programs of study (posters, banners, handouts, social media, etc.).
<b>Certification Work based Learning</b> <a href="#">RCW 28A.700.060(2)(c)(d)</a> <b>(Criteria 13A, 13B)</b>	Continue membership with Pierce County Careers Connection (PC3) and maintain and/or expand dual credit articulations. Increase the number of students receiving dual credit via PC3. Investigate and plan for student apprenticeship opportunities. Implement Work-based learning opportunities for all schools. Encourage teacher participation at WA-ACTE Summer	Continue membership with Pierce County Careers Connection (PC3) and maintain and/or expand dual credit articulations. Increase the number of students receiving dual credit via PC3. Investigate and plan for student apprenticeship opportunities. Implement Work-based learning opportunities for all schools. Encourage teacher participation at WA-ACTE Summer	Continue membership with Pierce County Careers Connection (PC3) and maintain and/or expand dual credit articulations. Increase the number of students receiving dual credit via PC3. Investigate and plan for student apprenticeship opportunities. Implement Work-based learning opportunities for all schools. Encourage teacher participation at WA-ACTE Summer	Continue membership with Pierce County Careers Connection (PC3) and maintain and/or expand dual credit articulations. Increase the number of students receiving dual credit via PC3. Investigate and plan for student apprenticeship opportunities. Implement Work-based learning opportunities for all schools. Encourage teacher participation at WA-ACTE Summer





## CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
	Conference. Will update annually as Perkins grant is updated.	Conference. Will update annually as Perkins grant is updated.	Conference. Will update annually as Perkins grant is updated.	Conference. Will update annually as Perkins grant is updated.
<b>Career Guidance</b> <a href="#">RCW 28A.700.010(3)</a> <b>(Criteria 14)</b>	Review state Industry Recognized Credentials (IRC). Educate counselors on Student Personalized Pathways and Perkins V Grant Programs of Study. Review state approved equivalencies and academic credit alignment. Provide Career Center Specialist with appropriate professional development.	Review state Industry Recognized Credentials (IRC). Educate counselors on Student Personalized Pathways and Perkins V Grant Programs of Study. Review state approved equivalencies and academic credit alignment. Provide Career Center Specialist with appropriate professional development.	Review state Industry Recognized Credentials (IRC). Educate counselors on Student Personalized Pathways and Perkins V Grant Programs of Study. Review state approved equivalencies and academic credit alignment. Provide Career Center Specialist with appropriate professional development.	Review state Industry Recognized Credentials (IRC). Educate counselors on Student Personalized Pathways and Perkins V Grant Programs of Study. Review state approved equivalencies and academic credit alignment. Provide Career Center Specialist with appropriate professional development.
<b>Program Evaluation</b> <a href="#">RCW 28A.700.020(1)</a> <b>(Criteria 15)</b>	Develop Program Reapproval Tool. Perform Program Evaluations by teachers and advisory members on a yearly basis and seek school board	Develop Program Reapproval Tool. Perform Program Evaluations by teachers and advisory members on a yearly basis and seek school board	Develop Program Reapproval Tool. Perform Program Evaluations by teachers and advisory members on a yearly basis and seek school board	Develop Program Reapproval Tool. Perform Program Evaluations by teachers and advisory members on a yearly basis and seek school board



# CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
	approval. Form Program Evaluations, determine improvements including room modifications, technology/tool needs, etc. Employment outlook.	approval. Form Program Evaluations, determine improvements including room modifications, technology/tool needs, etc. Employment outlook.	approval. Form Program Evaluations, determine improvements including room modifications, technology/tool needs, etc. Employment outlook.	approval. Form Program Evaluations, determine improvements including room modifications, technology/tool needs, etc. Employment outlook.
<b>Professional Development</b> <a href="#">RCW 28A.700.005(4)</a> <b>(Criteria 16)</b>	Provide access to opportunities through professional organizations, conferences, seminars, and workshops related to the curriculum. Provide CTE specific options during PLC and District Content Meetings. Continue equity/diversity training, digital learning training, and training around improving engagement, discussion/questioning strategies, and other best practices. Encourage participation	Provide access to opportunities through professional organizations, conferences, seminars, and workshops related to the curriculum. Provide CTE specific options during PLC and District Content Meetings. Continue equity/diversity training, digital learning training, and training around improving engagement, discussion/questioning strategies, and other best practices. Encourage participation	Provide access to opportunities through professional organizations, conferences, seminars, and workshops related to the curriculum. Provide CTE specific options during PLC and District Content Meetings. Continue equity/diversity training, digital learning training, and training around improving engagement, discussion/questioning strategies, and other best practices. Encourage participation	Provide access to opportunities through professional organizations, conferences, seminars, and workshops related to the curriculum. Provide CTE specific options during PLC and District Content Meetings. Continue equity/diversity training, digital learning training, and training around improving engagement, discussion/questioning strategies, and other best practices. Encourage participation



## CTE Four Year Planning Requirement Template

(formerly "District Wide Plan")

Quality Criteria	2022-2023	2023-2024	2024-2025	2025-2026
	in teacher externships. Develop Project Based Learning as an instructional approach and tool.	in teacher externships. Grow Project Based Learning as an instructional approach and tool.	in teacher externships. Grow Project Based Learning as an instructional approach and tool.	in teacher externships. Grow Project Based Learning as an instructional approach and tool.

Advisory Chairperson: \_\_\_\_\_

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

CTE Director: \_\_\_\_\_

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:** October 11, 2022  
**SUBJECT:** MultiCare Services Agreement – WHS Athletic Trainer

### **BACKGROUND INFORMATION**

The Athletic Department has worked to find certified athletic trainers for both comprehensive high school athletic programs by partnering with local physical therapy clinics. Due to the pandemic, many athletic trainers have left the profession and the clinics are unable to find enough trainers to fill the needs of all local high schools leaving both Washington and Franklin Pierce without certified trainers.

This agreement allows for a partnership between Franklin Pierce School District and MultiCare Health System that serves to provide support for football games. This support follows the guidelines set forth in the State of Washington Athletic Training Practice Act. MultiCare Health System employs staff who are experienced, knowledgeable, and able to provide Athletic Trainer Certified (ATC) coverage services for Washington High School.

### **RECOMMENDATION**

I move that the Board of Directors approve continuing the services described within the MultiCare Services Agreement for Washington High School.

### **ACTION REQUIRED**

## MULTICARE SERVICES AGREEMENT

THIS MULTICARE SERVICES AGREEMENT (the "Agreement") is effective as of the date of the last signature (the "Effective Date") by and between MultiCare Health System, on the behalf of Mary Bridge Children's Hospital ("MHS"), a nonprofit corporation formed under the laws of the State of Washington and Franklin School District, on the behalf of Washington High School, a municipal corporation organized under the Laws of the State of Washington ("Client"). MHS and Client are sometimes referred to in this Agreement individually as "Party" or, collectively, as the "Parties."

WHEREAS, Client has determined that it requires the services of Athletic Trainer Certified (ATC) coverage services for Washington High School;

WHEREAS MHS employs staff who are experienced, knowledgeable, and able to provide the foregoing services for Client;

NOW, THEREFORE, in consideration of the mutual promises contained in and the mutual benefits contemplated by this Agreement, MHS and Client agree as follows:

1. Services. MHS shall provide the ATC coverage services as specifically described on Exhibit A for Client ("Services"). In the event there is any conflict between the terms on Exhibit A and the terms in this Agreement, the terms in this Agreement shall govern.
2. MHS' Fees Under This Agreement. Client shall pay MHS as set forth on Exhibit A. Payment shall be sent to:

MultiCare Health System  
Accounts Receivable  
MS: 1313-5-FS  
PO Box 5299  
Tacoma, WA 98402  
Attn: Judy Markee

Expenses, including but not limited to, travel expenses, shall be reimbursed as long as such expenses are accrued and requested for reimbursement according to MHS' expense reimbursement policy (a copy is available upon request).

3. Events of Default. In the event Client is in default under this Agreement, MHS shall have no further obligation to provide services in connection with this Agreement.
4. Term; Termination. The term of this Agreement shall commence on the date of the last signature (the "Commencement Date"), and shall expire on August 31, 2023, unless sooner terminated pursuant to the provisions set out below. Thereafter this Agreement may be renewed by mutual written agreement of the Parties. This Agreement may be terminated in the following events:
  - a. Mutual written agreement of Client and MHS;
  - b. On ten (10) days written notice in the event of any material breach of this Agreement, and the failure of the Party in breach to remedy such breach within 5 days after receiving written notice of the existence of the breach;

- c. Upon sixty (60) days advance written notice, with or without cause;
- d. Immediately on written notice for cause, which shall include the institution of proceedings against either Party that could lead to conviction of a crime, either Party engaging in actions tending to impair the health and safety of patients, or the imposition of disciplinary sanctions against either Party by any governmental agency having jurisdiction over the Party being sanctioned; or
- e. Immediately, by either Party, if the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

5. Independent Contractor. The Parties are independent contractors. Nothing in this Agreement shall be construed to create an employer-employee relationship between MHS and Client, or to create a relationship of joint venturers, partners, landlord and tenant, or any relationship other than one of independent parties contracting for their own benefit. Client shall have no right or power to control or direct the manner or method by which MHS fulfills its obligations under this Agreement, except as set forth in this Agreement. MHS shall be fully responsible to ensure that all services provided by it under this Agreement are rendered in a manner consistent with the standards governing such services and in accordance with reasonable standards of care. Client acknowledges that MHS is routinely surveyed by The Joint Commission (TJC) and as such, Client shall comply with all applicable TJC provisions pertinent to the services provided by MHS to Client under this Agreement.

6. Federal Tax Form 1099. As required by law, Client shall provide MHS with a Federal Tax Form 1099 indicating payment to MHS of compensation, remuneration or other fixed or determinable income in amounts annually aggregating \$600 or more.

7. Insurance. Each Party shall at its sole expense, maintain in effect at all times during the performance of work, insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to the other Party:

<u>Coverage</u>	<u>Minimum Amounts &amp; Limits</u>
a. Professional Liability	\$1,000,000 each occurrence \$3,000,000 aggregate
b. Commercial General Liability	
i. Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
c. Comprehensive Automobile Liability	\$1,000,000 combined single limit
d. Worker's Compensation	Statutory requirements of State of Washington
e. Employer's Liability	\$1,000,000 each accident

8. Warranty. MHS expressly warrants to Client that all services provided under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar circumstances.

9. Indemnification. Client shall defend, indemnify and hold MHS, its directors, officers, agents, and employees harmless from any and all claims for loss or liability arising out of or related to any alleged act or omission by any employee, shareholder or agent of Client. Without limiting the generality of the foregoing, Client shall indemnify, defend and hold harmless MHS from allegations that MHS is vicariously liable for negligent acts of Client. MHS shall defend, indemnify, and hold Client, its directors, officers, agents, and employees harmless from any and all claims for loss or liability arising out of or related to any alleged act or omission by any MHS employees. Without limiting the generality of the foregoing, MHS shall defend, indemnify and hold Client harmless from claims against Client based on the quality of the hospital facilities or equipment or the acts of any MHS employees.

Each Party specifically and expressly waives its immunity and limitation of liability under any industrial insurance, RCW 51, or other employee benefit act of any jurisdiction that otherwise would be applicable in the defense of such claim, and each Party acknowledges that this waiver was mutually negotiated in accordance with RCW 4.24.115.

In the event of an incident involving the performance of Services that could lead to a potential liability, each Party agrees to work cooperatively with the other Party in its investigation and mitigation efforts and each Party shall make its employees available to the other Party upon request. Each Party shall not take any action to obstruct the other Party's investigation efforts. A breach of this Section shall be a material breach of the Agreement giving the other Party the right, at its option, to terminate the Agreement.

10. HHS / Comptroller General Access to Records. If services valued at over ten thousand dollars (\$10,000.00) per year will be provided under the terms of the Agreement and §42 USC §1395x(v)(1)(I), as amended, and any written regulations pursuant thereto (Section 1861 (v)(1)(I) of the Social Security Act) is applicable to this Agreement, this Section shall apply to both Parties. In accordance with the Omnibus Reconciliation Act of 1980, each Party agrees that their books and records will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. (Client agrees to retain all such books and records for not less than six (6) years after termination.) In the event that any of the services to be performed under this Agreement are performed by any subcontractor of either Party at a value or cost of \$10,000.00 or more over a 12 month period, such Party shall assure said contractor complies with the provisions of the Omnibus Reconciliation Act of 1980.

11. Conversion. In the event that any payment made to MHS hereunder is determined by the Parties or a court, an instrumentality of the federal or any state or local government agency, a body having the power to exercise disciplinary authority over one or more of the Parties, or the Office of the Attorney General, to be improper for any reason, or are found to threaten the tax exempt status of either Party then, if capable of reformation, this Agreement shall be reformed by agreement of the Parties negotiating in good faith so as not to violate any such law or be improper for any reason. If the Parties are unable to agree on the terms of such reformation, they shall engage in mediation in good faith at the request of either Party, with Washington Arbitration and Mediation Services, Inc. (or other such mediation service or mediator as the Parties shall mutually agree).

12. Confidential and Propriety Information. In performing their obligations under this Agreement, Parties and/or their agents may be exposed to confidential information which includes but is not limited to protected health information and student education records, ("Confidential Information"). Each Party

shall agree in writing to maintain confidentiality of all Confidential Information obtained during the term of this Agreement and shall be responsible for ensuring that its employees and agents abide by such obligations. Parties and/or their employees or agents shall not disclose, distribute, copy, share, or otherwise use any Confidential Information (including the terms of this Agreement) except as expressly permitted by the disclosing Party in writing. Any patterns, samples, specifications, drawings, designs, documents, data and other information transmitted to the receiving Party by the disclosing Party in connection with the performance of this Agreement are the property of the disclosing party and are disclosed in confidence upon the condition that they are not to be reproduced or copied or used for furnishing information or equipment to others, or for any other purpose detrimental to the interest of the disclosing Party. Upon completion of work under this Agreement, the receiving Party and its employees and agents shall return to the disclosing Party all confidential information and all records or documents received from the disclosing Party, including, without limitation, any and all copies thereof. The disclosing Party shall be entitled to injunctive relief for any violation of this paragraph. Parties agree to instruct their employees and subcontractors regarding Confidential Information and to enter into written agreements protecting Confidential Information as set forth in this Section. Neither Party, nor its employees, nor subcontractors shall engage in any practice that could compromise the confidentiality of patients, guests or staff, or information maintained by the disclosing Party. In the event of a breach of this Section, Parties agree to work cooperatively with one another in their investigation and mitigation efforts and Parties shall make their employees available to one another immediately. Neither Party shall take any action to obstruct the other Party's investigation efforts. A breach of this Section shall be a material breach of the Agreement giving Parties the right, at its option, to terminate the Agreement.

13. Business Associate Provisions. To the extent that MHS' contact with individually identifiable health information, while performing services under this Agreement, is unanticipated and/or such contact would only be incidental to the performance of the services (such as passing through a patient care area) a Business Associate Agreement is not needed for these Services. However, for any party who is expected or intended to routinely encounter such information as part of this Agreement, the Parties shall execute a Business Associate Agreement, reasonably acceptable to MHS.

14. EEOC/Employee & Applicant Tracking. During the performance of this Agreement, Contractor and any subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. This contract is subject to the requirements set forth at 29 CFR Part 471, Appendix A to Sub-Part A.

15. Debarment / Sanctions List. Each Party represents and warrants to one another that all personnel providing services to under this Agreement, as applicable, have not been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. § 1320a(7), have not been excluded from government contracts by the General Services Administration ("GSA") and have not been convicted of a felony or any crime relating to healthcare. Further, if during any term of this Agreement, either Party is placed on the sanctions list, excluded from government contracts or convicted of a felony or any crime relating to healthcare, that



Party immediately will notify the other Party in writing of the event and such notice shall contain reasonably sufficient information to allow the other Party to determine the nature of the sanction, exclusion or conviction. Parties will have the right to terminate this Agreement immediately by written notice to excluded Party if excluded Party is placed on the sanctions list, banned from government contracts by GSA or convicted of a felony or any crime relating to healthcare.

16. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior contracts, agreements, understandings, and discussions, whether oral or written. Each Party acknowledges that they have relied solely on the covenants and representations set forth in this Agreement and no others. This Agreement may only be modified by a written document signed by the Party against whom enforcement is sought. No waiver of any provision of this Agreement shall be valid unless in writing and signed by or on behalf of the person waiving such provision, and no such waiver when executed shall constitute a waiver of any further failure to comply fully with this Agreement.

17. Arbitration. In the event of any dispute arising under this Agreement, the dispute shall be submitted to binding arbitration pursuant to RCW 7.04A and the substantially prevailing Party shall be entitled to costs and reasonable attorneys' fees.

18. Exhibit(s). The following exhibits are incorporated into this Agreement as if set forth fully. In the event of any conflict between the terms of this Agreement and its Exhibits, the terms of the Agreement shall control.

Exhibit A – Services Description

19. Governing Law & Venue. This Agreement shall be governed by and construed under the laws of the State of Washington. In the event of any court action which may be allowed by this Agreement, the venue of such shall be in the Superior Court of Pierce County, Washington, unless the Parties shall otherwise agree.

20. Contact. Each Party shall appoint a representative to facilitate the Services contemplated by this Agreement ("Contact"). Each Party's representative is authorized to receive notices regarding the Services rendered under this Agreement. Each Party's initial representative is designated below their respective signatures below. Either Party may change its representative by designating a new representative and providing contact information in writing to the other Party.

21. Severability. If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of this Agreement, or the application of the provision to other persons or circumstances, shall not be affected, provided, that the essential purpose of this Agreement is not thereby adversely affected or prevented.


22. Use of Name. Except as explicitly set forth in Exhibit A, A-1 (d) and this Agreement, neither Party may use the name, logo or any identifying symbol of the other Party in connection with the services to be provided under this Agreement without the other Party's express prior permission, which may be given or withheld for any reason. Any permission granted under this Section shall be revoked automatically upon the expiration or termination of this Agreement.

23. Electronic Delivery/Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same

instrument. The exchange of executed copies of this Agreement by facsimile, scanner/e-mail or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement or caused it to be extended in their names and on their behalf by their respected representatives thereunto duly authorized.

**MultiCare Health System:**

By: Katerina Skariba   
Print Name: Katerina Skariba  
Title: Dir – MB Clinics  
Date: 09/28/2022 05:44 PM  
EDT

**MultiCare's Contact Information:**

Designated Representative: Leah Allman  
Designated Representative Title: MB Provider Ops Program Manager  
Address: PO Box 5299; MS 315-C3-MBA  
Telephone: (253) 403-9965  
Facsimile: \_\_\_\_\_  
Email Address: [Leah.Allman@multicare.org](mailto:Leah.Allman@multicare.org)  
Copy to Email: [ContractSupport@multicare.org](mailto:ContractSupport@multicare.org)

MHS' EIN N 91-1352172

**Client:**

Franklin School District, on the behalf of Washington High School

By: Lance Goodpaster  
Print Name: Dr. Lance Goodpaster  
Title: Superintendent  
Date: 9-29-2022

**Client's Contact Information:**

Designated Representative: Wendy Malich  
Designated Representative Title: Director of Athletics and Activities  
Address: 315 129th St S  
Tacoma, WA 98444  
Telephone: 253-298-3023  
Facsimile: \_\_\_\_\_  
E-mail address: [wmalich@fpschools.org](mailto:wmalich@fpschools.org)

Client's EIN No.: 91-6014726

## EXHIBIT A

### SERVICES DESCRIPTION

A-1. Description of Services, deliverables, measures and Work Specifications:

a. Athletic Trainer – Certified (ATC) Services:

i. MultiCare will provide the following "Services":

1. Provide athletic training sideline coverage on the agreed upon dates/times as specified below in accordance with the State of Washington Athletic Training Practice Act;
2. Provide necessary minor medical first-aid treatment to athletes injured during competition;
3. Make the final determination of each athlete's suitability for play in accordance with community standards, established Tacoma protocols/Washington High School and/or physical examination;
4. Counsel injured athlete and parent if available regarding the nature of the assessed injury and recommended follow-up care if indicated;
5. Complete sufficient injury assessment documentation and keep records secure until provided to MultiCare for storage;
6. Work with Washington High School to develop sports medicine emergency action plans and return to play policies as needed; and
7. Refer athletes and parents to an appropriate Mary Bridge Health/MultiCare healthcare provider or facility for services that are outside the scope of services available on the sidelines. This includes Mary Bridge Pediatric Orthopedics.
8. Brief summary and stats of types of injuries treated, outcomes, referral to Urgent Care/Emergency Department/PCP, comments from parents and coaches for overall tracking and reporting.

b. Equipment and Supplies:

i. Washington High School will provide the following supplies (if needed) and equipment necessary for the provision of Services in good condition.

- a. Items supplied by Washington High School for the duration of the contract period will include a 10X10 tent & 3 sidewalls, portable treatment table, ice cooler (including bags & wrap), stocked first aid bag.

ii. Equipment set-up and tear-down Responsibilities:

1. Depending upon the items provided by the school and/or items needed for game day coverage, tear-down responsibilities will be left to the high school at this time.

c. Dates/Times of Event Coverage:

- i. MultiCare will commit to being available to cover the mutually agreed upon dates/times as indicated by initials below, and future dates and locations to be confirmed and mutually agreed based on ATC availability, for Washington High School in Tacoma, WA for varsity football, Fall 2022:

1. Friday, September 23 from 6:00 PM-10 PM
2. Friday, September 30 from 6:00 PM-10 PM (if agreed upon)
3. Friday, October 7 from 6:00 PM-10 PM (if agreed upon)
4. Friday, October 14 from 6:00 PM-10 PM
5. Friday, October 21 from 6:00 PM-10 PM (if agreed upon)
6. Friday, October 28 from 6:00 PM-10 PM
7. Possible Football coaches clinic/meeting, if mutually available.

d. MultiCare Qualifications:

- i. Hold a valid WA State athletic trainer license.
- ii. Must be NATA certified.
- iii. Must be currently certified and in good standing with Board of Certification for Athletic Training.
- iv. Must be in good standing with the state of Washington as a certified physician assistant with NCCPA certification.

A-2. Description of Payment terms:

Any and all fees shall be paid in accordance with Section 2 of the Services Agreement. Services will be compensated at a rate of \$100 per game.

A-3. Facilities and Address(es) where Services will be performed:

FOOTBALL: Washington High School, 12420 Ainsworth Ave S, Tacoma, WA 98444

Coverage may include away varsity football games. If so, these facilities will also fall under this current agreed upon contract.



## 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:** October 11, 2022  
**SUBJECT:** Memorandum of Understanding (MOU) – Pierce County Juvenile Court

### **BACKGROUND INFORMATION**

This memorandum of understanding serves to support the established partnership between Franklin Pierce Schools and the Pierce County Juvenile Court "Truancy Unit". This partnership exists to collaboratively work towards the goals of addressing and eliminating truancy through an assigned Truancy Juvenile Probation Counselor (JPC) who participates in FPS Community Engagement Boards and provides support to the FPS Attendance Intervention Specialist with intervention and truancy petition filing.

### **RECOMMENDATION**

I move that the Board of Directors approve the Memorandum of Understanding between the Pierce County Juvenile Court and Franklin Pierce Schools during the 2022-2023 school year.

### **ACTION REQUIRED**



**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE FRANKLIN PIERCE SCHOOL DISTRICT  
AND PIERCE COUNTY JUVENILE COURT**

**Parties:**

Franklin Pierce School District ("School District")  
Pierce County Juvenile Court ("Truancy Unit")

**Purpose:**

The MOU between the Franklin Pierce School District and the Truancy Unit has been developed for the following purposes:

1. Define the roles of each of the parties.
2. Facilitate the acts of all parties toward a collaborative and uniform process for truancy cases.

**Authority:**

The parties' actions regarding truancy are governed by RCW 28A.225, et. seq.

**Roles and Responsibilities:**

1. The School District shall:
  - a. Follow the RCW statutory requirements and OSPI guidelines regarding the filing of a truancy petition and notification to the child and parent(s)/guardian(s).
  - b. Address students' barriers to attendance and maintain communication with the Truancy Unit post-petition regarding these efforts.
  - c. Ensure that all necessary evidence and witnesses are provided for truancy proceedings at Juvenile Court.
  - d. Provide regular updates to the Truancy Unit regarding the attendance and performance of students involved in the truancy process.
  - e. Provide appropriate service of all documents related to the truancy petition and proceedings to the appropriate parties.
  - f. Provide a designee to represent the school district during all truancy actions, including but not limited to, preparing/filing documents, participating in negotiations and attending all hearings on behalf of the school district.
  - g. Identify the person or persons who coordinate(s) School District efforts to address excessive absenteeism and truancy (Updated through OSPI).
  - h. Agree that all truancy proceedings will be initiated by a petition, which will be stayed initially, allowing for the opportunity to resolve the truancy matters through alternative interventions.

- i. Authorize the Truancy Unit to file documents with the Court on the School District's behalf.
- 2. The Truancy Unit shall:
  - a. Provide ongoing assistance by assigning a Truancy Juvenile Probation Counselor (JPC) to the School District to participate in post-petition Community Engagement Boards, coordinated by the district.
  - b. Provide Positive Youth Development (PYD) Programs for youth ages 13 and above, who are on a truancy petition and are determined to be appropriate for such programs following a screening of the referral by the assigned Truancy Juvenile Probation Counselor.
  - c. File documents on behalf of the School District, as requested by the School District and as arranged directly with the Truancy Unit.

The Parties agree to work collaboratively towards the goals of addressing and eliminating truancy with appropriate communication and respect while following the terms herein. This MOU will be reviewed annually (per school year) by both parties at which time revisions may be made and the agreement renewed.

\_\_\_\_\_  
School District Representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Juvenile Court Administrator  
Pierce County Juvenile Court  
5501 6<sup>th</sup> Avenue  
Tacoma, WA 98406  
Phone: 253-798-7900

9/6/22  
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:** Dr. Lance Goodpaster, Superintendent  
**DATE:** October 11, 2022  
**SUBJECT:** Policy 1400: Meeting Conduct, Order of Business, and Quorum

### **BACKGROUND INFORMATION**

FPS Policy 1400 contains revisions related to House Bill 1329 (2021-22) and House Bill 1630 (2021-22) with the intention of increasing accessibility, participation, and safety at board meetings. Some of those changes are highlighted below.

House Bill 1329 – Open Public Meetings encourages public entities to provide increased public access and participation in meetings. This bill also requires a public comment period during regular board meetings where final action is taken. WSSDA is in the process of updating their Open Public Meetings Act guide. Once the new guide is available, we will provide a copy to all directors and representatives.

House Bill 1630 – Possession of Weapons – Certain Locations clarifies that it is a violation of district policy for any person, including a renter or leaser to knowingly carry a firearm or dangerous weapon on district premises. “Premises” includes district property, including rental property, used exclusively for school district activities, and does not extend to a property rented or leased as a personal domicile.

For consistency, as we update policy and procedure, we are continuing to replace titles like *school director* or *board member* with the title *board director*.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy is being presented for first reading.



## MEETING CONDUCT, ORDER OF BUSINESS, AND QUORUM

The Franklin Pierce School Board of Directors will schedule its meetings in compliance with the law, and as deemed by the board to be in the best interests of the district and community. The board will function through (1) regular meetings, (2) special meetings, and (3) emergency meetings.

### **Regular Meetings**

Regular meetings will be held as follows:

- 1<sup>st</sup> Tuesday of the month: April and July
- 2<sup>nd</sup> Tuesday of the month: February, ~~March, April~~, May, September, October, November, and December
- 3<sup>rd</sup> Tuesday of the month: January, March, June, and August
- 4<sup>th</sup> Tuesday of the month: May

Regular meetings will begin at 7:00 p.m. (with the exception of the meeting in July beginning at 12:00 p.m.) in the Board Room, located in Building C of the JoAnne Matson Administrative Center at 315 129<sup>th</sup> Street South. ~~or at other times and places as determined by the presiding officer or by majority vote of the Board.~~

An agenda of the business the board will transact ~~must~~ will be posted on the district website not less than twenty-four (24) hours in advance of the published start time of the meeting.

If ~~the Board will hold regular meetings at places other than the Board Room, or if~~ the board adjourns to times other than a regular meeting time, the board will provide notice of the meeting in the same manner as provided for special meetings. All regular meetings of the board will be held within district boundaries.

When a regular meeting date falls on a legal holiday, the meeting will be held on the next business day. In cases of emergency, fire, flood, earthquake, or other emergency, the presiding officer may provide for a location other than that of the regular board meeting, a remote meeting with no physical location, or a meeting at which physical attendance is limited. In the instances of remote or limited in-person meetings, the district will provide real-time telephonic, electronic, internet, or other readily available means of remote access that do not require any additional cost to access the meeting.

The district will hold remote or physical attendance-limited meetings only in cases of emergency declared by federal, state, or local government, or in cases of local emergency, fire, flood, earthquake, or other emergency, and at such meetings will provide real-time telephonic, electronic, internet or other readily available means of remote access that do not require an additional cost to access the meeting.

### **Special Meetings**

Special meetings may be called by the president or at the request of a majority of the board ~~members~~ directors. A written notice of a special meeting, stating the time and place of the special meeting and the business to be transacted, will be delivered to each board ~~member~~ director. Written notice will also be delivered to each newspaper and radio or television station that has

filed a written request for such notices. Written notice may be delivered personally, by mail, facsimile, or ~~electronic~~-mail. The notice will be posted on the district's website.

The district will also prominently display the notice at the main entrance of the district's headquarters, as well as at the location of the meeting if the meeting is held at a location other than the headquarters. and is not held as a remote meeting. During a declared emergency that prevents a meeting from being held in-person with reasonable safety, the district may post notice of a remote meeting without a physical location on the district website.

All required notices must be delivered or posted not less than twenty-four (24) hours prior to the meeting.

A board ~~member~~director waives the written notice requirement if ~~he or she~~ that board director:

1. Submits a written waiver of notice to the board secretary at or prior to the time the meeting convenes. The waiver may be given by telegram, fax, or ~~electronic~~-mail; or
2. Is actually present at the time the meeting convenes.

The board will not take final disposition on any matter other than those items stated in the meeting notice. If the district calls a special meeting of the board to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage, or when the required notice cannot be posted or displayed with reasonable safety, including but not limited to declared emergencies in which travel to physically post notice is barred or advised against, the board may meet immediately with no prior notice.

### **Emergency Meetings**

~~In the event of an emergency involving fire, flood, earthquake, possible personal injury, or property damage, the Board may meet immediately and take official action without prior notification. If the district determines, by reason of fire, flood, earthquake, or other emergency, that there is a need for expedited action by the board to meet the emergency, the president may provide for a meeting site other than the regular meeting site, for a remote meeting without a physical location, or for a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency. The president may provide for an emergency meeting without providing notice.~~

If, after the declaration of an emergency by a local or state government or agency, or by the federal government, the district determines that it cannot hold a board meeting with its directors or with public attendance in person with reasonable safety because of the emergency, the district will either:

1. Hold a remote meeting without a physical location, or
2. Hold a meeting at which the physical attendance by some or all members of the public is limited due to the declared emergency.

Directors of the board may appear at a remote meeting telephonically or by other electronic means that allows for real-time, remote communication.

For a remote meeting or a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency, the district must provide an option for the public to listen to the proceedings telephonically or by using a readily available alternative in real-time that does not require any additional cost for participation. Free readily available options include, but are not limited to, broadcast by the public agency on a locally available cable television station that is available throughout the jurisdiction or other electronic, internet, or other means of remote access that does not require any additional cost for access to the program. The district may also permit other electronic means of remote access.

The district will provide notice for remote meetings or meetings at which physical attendance by some or all members of the public is limited due to a declared emergency according to this policy. The notice for meetings pursuant to a declared emergency must include instructions on how the public may listen live to proceedings and how the public may access any other electronic means of remote access offered by the district.

The district will not take final disposition on any matter during a remote meeting or a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency unless the district has provided an option for the public to listen to the proceedings, except for an executive session, pursuant to this policy.

### **Public Notice**

The board will give proper public notice for any special meeting, whenever a regular meeting is adjourned to another time, ~~or when a regular meeting is to be held at a place other than the Board Room.~~ The board may provide for an emergency meeting in accordance with this policy.

All meetings will be open to the public with the exception of executive sessions or closed sessions authorized by law. The board will take final action resulting from executive session discussions during a meeting open to the public as required by law.

Individuals with disabilities who may need a modification to participate in a meeting and those who may have difficulty physically attending a meeting should contact the superintendent's office or designee no later than three days before a regular meeting and as soon as possible in advance of a special meeting so that special arrangements can be made.

During the interim between meetings, the office of the superintendent, as board secretary, will be the office of the board. The district's public records will be open for inspection in the manner provided by and subject to the limitation of the law.

### **Quorum and Voting**

A quorum consists of the majority of all board ~~members~~directors. For school boards with five ~~members~~directors, three board ~~members~~directors constitute a quorum. A quorum is required for the transaction of business, including voting. Board ~~members~~directors are not required to be physically present to attend a board meeting. Any or all board ~~members~~directors may attend a board meeting and vote via any communication platform that provides ~~simultaneous aural real-time verbal~~ communication without being in the same physical location with those in attendance.

Additionally, any meeting held via a communication platform must: 1) include proper notice with any required passwords or authorization codes; 2) be known and accessible to the public; and 3) accommodate any member of the public who wishes to participate.

The board will take no action by secret ballot at any meeting required to be open to the public. Generally, the board votes on motions and resolutions by “voice” vote, unless a board ~~member~~director requests to vote by oral roll call, in which case the board will do so. A motion passes when a majority of those board ~~members~~directors present and voting vote in favor. However, a majority vote of all board ~~members~~directors is required to elect or select a superintendent or board officer and the board must vote on these matters by an oral roll call. The board will vote by an oral roll call whenever required by law.

### **Meeting Conduct and Order of Business**

The board will conduct all board meetings in a civil, orderly, and business-like manner. The board uses *Roberts Rules of Order (Revised)* as a guide, except when board bylaws or policies supersede such rules. During board meetings, board ~~members~~directors will refrain from communicating electronically (e.g., by email, text, social media) with their fellow board ~~members~~directors.

The board will use the agenda to establish its regular order of business. However, either the superintendent or a board ~~member~~director may request additions or changes to the prepared agenda, and the board may adopt a revised agenda or order of business by majority vote of the board ~~members~~directors present. At a special meeting, the board may take final action only on that business contained in the notice of the special meeting.

It is unlawful for any member of the public to knowingly carry onto, or to possess on, any area of a facility being used for official school board meetings, a dangerous weapon, including but not limited to a firearm, “nun-chu-ka sticks,” “throwing stars,” air gun or pistol, stun gun, or other dangerous weapon as listed in RCW 9.41.280. The board will ensure that signs providing notice of the restrictions on possession of firearms and other weapons are posted at facilities being used for official meetings of the board.

### **Public Attendance and Comment**

Any member of the public may attend board meetings, including individuals who do not live within district boundaries. The board will not require people to sign in, complete questionnaires, or establish other conditions for attendance.

The board recognizes the value of public comment on educational issues and the importance of involving members of the public in its meetings. In order to permit fair and orderly expression of public comment, with the exception of emergency situations, the board will provide a period at the beginning of the or before every regular meeting at which final action is to take place for public comment. ~~d~~During the public comment period, which visitors may address the board on any topic within the scope of the board’s responsibility. Public comment may occur orally or through written comments submitted before the meeting. Written comments must adhere to the standards of civility discussed below and must be received by 3 p.m. the day prior to the meeting. All written public comments timely submitted will be distributed to each board director.

The board may structure the oral public comment period, including determining the total time allotted for public comment and equally apportioning the minutes for each speaker. The board is not obligated to provide additional public comment time to accommodate everyone in attendance who wishes to speak. Any structure the board imposes will be content neutral.

The board may require those who wish to speak (but not all attendees) to sign in so that the board has a tally of individuals who wish to speak and can call them forward. When called forward, individuals will identify themselves and proceed to make comments within the time limits established by the board. The board is not obligated to respond to questions or challenges made during the public comment period and the board's silence will not signal agreement or endorsement of the speaker's remarks. The board may control the time, place, and manner of public comment. The chair/president may terminate an individual's statement when the allotted time has passed and may interrupt a speaker to require the same standard of civility that the board imposes on itself. Examples of uncivil comments include comments that:

- Are libelous or slanderous under a legal standard;
- Are an unwarranted invasion of privacy;
- Are obscene or indecent pursuant to the Federal Communications Act or any rule or regulation of the Federal Communications Commission;
- Violate school district policy or procedure related to harassment, intimidation, bullying, or discrimination;
- Incite an unlawful act on school premises or violate a lawful school regulation; or
- Create a material and substantial disruption of the orderly operation of the board meeting.

The board as a whole has the final decision in determining the appropriateness of all such rulings and can maintain order by removing those who are disruptive. However, the board recognizes the distinction between uncivil discourse, which it will not tolerate, and comments about the board, district, and/or staff that are negative yet still civil in nature, ~~and~~ The board will exercise its authority to maintain order in a content neutral manner.

In addition to the public comment period at the beginning of the meeting, the board ~~will~~ may identify the agenda items that require or would benefit from opportunity for public comment and provide those opportunities as part of the meeting agenda before taking final action. Individuals or groups who wish to present to the board on an agenda item are encouraged to request and schedule such presentations in advance. Opportunity for public comment—both oral and written—is required before the board adopts or amends a policy that is not expressly or by implication authorized under state or federal law, but which will promote the education of K-12 students, or will promote the effective, efficient, or safe management and operation of the district. Additionally, the board will provide an opportunity for a representative of a firm eligible to bid on materials or services solicited by the board to present about his or her firm.

Legal References: RCW 28A.330.020

Certain board elections, manner and vote  
required – Selection of personnel,  
manner

RCW 28A.320.040

Bylaws for board and school government

RCW 28A.330.070	Office of board — Records available for public inspection
RCW 28A.343.370	Vacancies
RCW 28A.343.380	Meetings
RCW 28A.343.390	Quorum — Failure to attend meetings
RCW 42.30.030	Meetings declared open and public
RCW 42.30.050	Interruptions — Procedure
RCW 42.30.060	Ordinances, rules, resolutions, regulations, etc., adopted at public meetings — Notice — Secret voting prohibited
RCW 42.30.070	Time and places for meetings — Emergencies — Exception
RCW 42.30.080	Special Meetings
<u>RCW 9.41.280</u>	<u>Possessing dangerous weapons on school facilities – Penalty – Exceptions</u>
U.S.C. 12101-12213	Americans with Disabilities Act

Adoption Date: 5/9/00

Franklin Pierce Schools

Revised: 5/14/02; 5/13/08; 10/12/10; 9/11/12; 9/9/14; 04/16/19; 11/8/22

Classification: Essential



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Dr. Lance Goodpaster, Superintendent  
**DATE:** October 11, 2022  
**SUBJECT:** Policy 1410: Executive or Closed Sessions

### **BACKGROUND INFORMATION**

FPS Policy 1410 contains minor revisions recommended by WSSDA which will not change how we currently hold executive or closed sessions.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy is being presented for first reading.



## EXECUTIVE OR CLOSED SESSIONS

### Executive Sessions

Before convening in executive session, the president will publicly announce the general purpose for excluding the public from the meeting ~~place~~ and announce the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the president.

An executive session may be conducted for one or more of the following purposes:

- A. To consider, if in compliance with any required data breach, disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments, and security test results to the extent that they identify specific system vulnerabilities and other information that, if made public, may increase risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;
- B. To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- C. To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price; however, discussion of the factors comprising the minimum value of the property and the final action of selling or leasing public property will be taken in a meeting open to the public;
- D. To review negotiations on the performance of publicly-bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- E. To receive and evaluate complaints or charges brought against a director or staff member; however, upon the request of such director or staff member, a public hearing or a meeting open to the public will be conducted on such complaint or charge;
- F. To evaluate the qualifications of an applicant for public employment or to review the performance of a staff member; however, discussion of salaries, wages, and other conditions of employment to be generally applied within the district will occur in a meeting open to the public, and when the board elects to take the final action of hiring, setting the salary of an individual staff member or class of staff members, or discharging or disciplining an employee, that action will be taken in a meeting open to the public;
- G. To evaluate the qualifications of a candidate for appointment to the board; however, any interview of such candidate and final action appointing a candidate to the board will be in a meeting open to the public; or



- H. To discuss with legal counsel representing the district matters relating to district enforcement actions, or litigation or potential litigation to which the district, the board, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the district.

Potential litigation means matters protected by attorney-client privilege related to litigation that has been specifically threatened; litigation that the district reasonably believes may be commenced; or the litigation or legal risks of a proposed action or current practice of the district, if public discussion is likely to result in an adverse or financial consequence to the district.

The announced purpose of the executive session will be entered into the minutes of the meeting.

### **Closed Sessions/Private Meetings**

The Open Public Meetings Act does not apply to certain board activities and public notice is not required prior to holding a closed session for any of the following purposes:

- A. Consideration of a quasi-judicial matter between named parties as distinguished from a matter having a general effect on the public or a class or group; or
- B. Collective bargaining sessions with employee organizations or professional negotiations with an employee, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement, or that portion of a meeting when the board is planning or adopting the strategy or position to be taken during the course of collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

Legal References: RCW 19.255.010

RCW 42.30.110

RCW 42.30.140

RCW 42.56.590

Disclosure, notice — Definitions — Rights, remedies

Executive sessions

Chapter controlling — Application

Personal information — Notice of security breaches

Adoption Date: 11/8/83

Franklin Pierce Schools

Revised: 5/14/02; 5/13/08; 11/14/17; 11/8/22

Classification: Discretionary



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## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Dr. Lance Goodpaster, Superintendent  
**DATE:** October 11, 2022  
**SUBJECT:** Policy 1420: Proposed Agenda and Consent Agenda

### **BACKGROUND INFORMATION**

FPS Policy 1420 contains minor revisions recommended by WSSDA which will not change how we currently manage the proposed agenda and consent agenda.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy is being presented for first reading.

## PROPOSED AGENDA AND CONSENT AGENDA

### Proposed Agenda

The board secretary will be responsible for preparing the proposed agenda for each meeting in accordance consultation with the board president. Copies of the proposed agenda, minutes of the previous meeting, and relevant supplementary information will be delivered to each board ~~member~~director at least three (3) days in advance of the meeting and will be available to any interested citizen at the superintendent's office twenty-four (24) hours prior to the meeting.

The proposed agenda for regular and special meetings will be posted to the district website not less than twenty-four (24) hours prior to the start time of the meeting.

At a special meeting, final action may be taken only on that business contained in the original notice of the special meeting and agenda.

### Consent Agenda

To expedite business at a school board meeting, the board approves the use of a consent agenda which includes those items considered to be routine in nature. The consent agenda will appear on the regular agenda following the approval of minutes of the previous meeting(s).

Any item ~~which-that~~ appears on the consent agenda may be removed on request by a board director from the consent agenda by a member of the Board and placed on the regular agenda. The remaining items on the consent agenda will be voted on by a single motion. The approved motion will be recorded in the minutes, including a listing of all items appearing on the consent agenda.

Legal References: RCW 42.30.080  
~~SHB-2105~~

Special meetings

Adoption Date: 5/9/00  
Franklin Pierce Schools  
Revised: 5/13/08; 9/11/12; 9/9/14; 11/8/22  
Classification: Essential



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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** James Hester, Deputy Superintendent  
**DATE:** October 11, 2022  
**SUBJECT:** Policy 4210: Regulation of Dangerous Weapons on School Premises

### **BACKGROUND INFORMATION**

FPS Policy 4210: Regulation of Dangerous Weapons on School Premises is being updated with the passing of House Bill 1630 (2021-22) related to the possession of weapons, to include concealed carry of guns and other weapons at both on-campus and off-campus board meetings.

As a result of FPS Policy 4210 revisions, the following policies and procedures also require an update:

- FPS Policy 1400 and Procedure 1400P – Meeting Conduct, Order of Business, and Quorum
- FPS Policy 6112 – Rental or Lease of District Real Property

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy is being presented for first reading.

## REGULATION OF DANGEROUS WEAPONS ON SCHOOL PREMISES

Unless authorized by this policy, it is a violation of district policy ~~and state law~~ for any person to knowingly carry a firearm or dangerous weapon on school premises, school-provided transportation, ~~or~~ areas of other facilities being used exclusively for school activities, or areas of facilities being used for official meetings of the school board unless specifically authorized by state law. Carrying a dangerous weapon onto school premises, school-provided transportation, or areas of other facilities being used exclusively for school activities in violation of RCW 9.41.280 is a criminal offense. The term "school premises" includes property, or portions(s) of property, owned, rented, or leased by the district when the property, or portions(s) of property, is being used exclusively for school district activities.

The district superintendent is directed to see that all school facilities post "Gun-Free Zone" signs and that all violations of this policy and RCW 9.41.280 are reported annually to the Office of Superintendent of Public Instruction. The district superintendent will post signs providing notice of the restrictions on possessing dangerous weapons at each facility being used for official meetings of the board.

It is the policy of this district that the presence of firearms and other dangerous weapons in the workplace or educational environment is to be minimized as much as possible. As such, the following activities are prohibited by this policy regardless of whether such possession would violate state law, and regardless of whether the weapon is secured in a vehicle or possessed by a person with a concealed weapons permit:

1. No district employee may bring any firearm or dangerous weapon onto any district property without prior authorization of the superintendent.
2. No person or entity renting, leasing, or otherwise being granted the right to temporary use of district property may possess, or allow its guests to possess, firearms or dangerous weapons on district premises. This provision does not extend to a property rented or leased as a personal domicile.

### Dangerous Weapons

The term "dangerous weapons" under state law includes:

- Any firearm;
- Any device commonly known as "nun-chu-ka sticks," consisting of two or more lengths of wood, metal, plastic, or similar substance connected with wire, rope, or other means;
- Any device, commonly known as "throwing stars," which are multi-pointed, metal objects designed to embed upon impact from any aspect;
- Any air gun, including any air pistol or air rifle, designed to propel a BB, pellet, or other projectile by the discharge of compressed air, carbon dioxide, or other gas;
- Any portable device manufactured to function as a weapon and which is commonly known as a stun gun, including a projectile stun gun which projects wired probes that are attached to the device that emit an electrical charge designed to administer to a person or an animal an electric shock, charge, or impulse;

- Any device, object, or instrument which is used or intended to be used as a weapon with the intent to injure a person by an electric shock, charge, or impulse;
- The following instruments:
  - Any dirk or dagger;
  - Any knife with a blade longer than three inches;
  - Any knife with a blade which is automatically released by a spring mechanism or other mechanical device;
  - Any knife having a blade which opens, falls, or is ejected into position by the force of gravity, or by outward, downward, or centrifugal thrust or movement; and
  - Any razor with an unguarded blade;
- Any slung shot, sandbag, or sandclub;
- Metal knuckles;
- A sling shot;
- Any metal pipe or bar used or intended to be used as a club;
- Any explosive;
- Any weapon containing poisonous or injurious gas; and
- Any implement or instrument which has the capacity to inflict death and, from the manner in which it is used, is likely to produce or may easily and readily produce death.

In addition, the district considers the following weapons in violation of this policy:

- Any knife or razor not listed above, except for instruments authorized or provided for specific school activities;
- Any object other than those listed above which is used in a manner to intimidate, threaten, or injure another person and is capable of easily and readily producing such injury.

## Reporting Dangerous Weapons

### Students

~~Students who violate this policy will be subject to discipline. If district staff believe that a student has violated this policy, a~~ An appropriate school authority will promptly notify the student's parents or guardians and the appropriate law enforcement agency of known or suspected violations of this policy.

Students who have possessed a firearm on any school premises, school-provided transportation, ~~or~~ school-sponsored activities at any facility, or in areas of facilities while being used for official school board meetings will be expelled for not less than one year pursuant to RCW 28A.600.420. The superintendent may modify the one-year expulsion for a firearm on a case-by-case basis.

~~Further, t~~The district may also suspend or expel a student for up to one year if the student acts with malice (as defined under RCW 9A.04.110) and displays a device that appears to be a firearm.

All expulsion and/or suspension and all other discipline of students who violate this policy will be subject to FPS Policy 3241 – Student Discipline.~~No expulsion under RCW 28A.600.420~~

~~prevents the district from continuing to provide educational services in an alternative educational setting in compliance with RCW 28A.600.015. Any alternative setting should be comparable, equitable, and appropriate to the regular education services a student would have received without the exclusionary discipline. Example alternative settings include one-on-one tutoring and online learning.~~

### Staff

If a district employee believes that another district employee has violated this policy, the employee will report his or her concerns to an appropriate school or district authority for further inquiry. Any disciplinary action of an employee who willfully violates this policy will be subject to FPS Policy 5281 – Disciplinary Action and Discharge.

### **Exceptions ~~to State Law and this Policy~~**

The following persons may carry firearms into school buildings, as necessary, although students engaged in these activities are restricted to the possession of rifles on school premises:

- A. Persons engaged in military, law enforcement, or school district security activities;
- B. Persons involved in an school-authorized convention, showing, demonstration, lecture, or firearm safety course authorized by the superintendent;
- C. Persons competing in school-authorized firearm or air gun competitions authorized by the superintendent; and
- D. Any federal, state, or local law enforcement officer.

The following persons who are over eighteen years of age, not employed by the district, and not enrolled as students may have firearms in their possession on school property outside of school buildings only under the following limited circumstances:

- A. Persons with concealed weapons permits issued pursuant to RCW 9.41.070 who are picking up or dropping off students; and
- B. Persons attending official meetings of the school board held off district-owned or leased property; and
- C. Persons conducting legitimate business at the school and in lawful possession of a firearm or dangerous weapon if the weapon is secured within an attended vehicle, is unloaded and secured in a vehicle, or is concealed from view in a locked, unattended vehicle. Under RCW 9.41.050, no one may lawfully possess a loaded handgun in a vehicle unless the person has a valid concealed pistol permit.

Persons may bring dangerous weapons other than firearms onto school premises if the weapons are lawfully within the person's possession and are to be used in a school-authorized activity or class such as a martial arts class.

### **Personal Protection Spray**

Persons over eighteen years of age, and persons between fourteen and eighteen years of age with written parental or guardian permission, may possess personal protection spray devices on school property. No one under eighteen years of age may deliver such devices. No one

eighteen years or older may deliver a spray device to anyone under fourteen, or to anyone between fourteen and eighteen who does not have parental permission.

Personal protection spray devices may not be used other than in self-defense as defined by state law. Possession, transmission, or use of personal protection spray devices under any other circumstances is a violation of district policy.

Legal References: RCW 9A.16.020  
RCW 9.41.250  
RCW 9.41.280  
  
RCW 9.91.160  
RCW 9.94A.225  
RCW 28A.600.420

Use of force — When lawful  
Dangerous weapons — Penalty  
Dangerous weapons on facilities — Penalty —  
Exceptions  
Personal protection spray devices  
Deadly weapon special verdict — Definition  
Firearms on school premises, transportation,  
or facilities — Penalty — Exemptions





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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Tammy Bigelow, Director of Business Services  
**DATE:** October 11, 2022  
**SUBJECT:** Policy 6112: Rental or Lease of District Real Property

### **BACKGROUND INFORMATION**

FPS Policy 6112 has proposed changes related to House Bill 2617 (2019-20) and House Bill 1630 (2021-22).

House Bill 2617 – Lease or Rental of Surplus Property of School Districts adds a “recapture clause” to the lease or rental of district surplus property. Additionally, the revisions add an exception to the prohibition of weapons on district property when districts rent property that will used as a personal domicile.

House Bill 1630 – Possession of Weapons – Certain Locations clarifies that it is a violation of district policy for any person, including a renter or leaser to knowingly carry a firearm or dangerous weapon on district premises. “Premises” includes district property, including rental property, used exclusively for school district activities and does not extend to a property rented or leased as a personal domicile.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This policy is being presented for first reading.

## RENTAL OR LEASE OF DISTRICT REAL PROPERTY

When district real property is not needed, the Board has the authority to call for bids to rent or lease any surplus real property. Notice of the intent to rent or lease property ~~shall~~will be published in a newspaper of general circulation in the district at least 45 days before the rental or lease takes effect if the value of the rental or lease is \$10,000.00 or more. The district may establish a minimum acceptable bid based upon the fair market value, provided that such minimum bid is non-discriminatory within classes of users.

Such property shall be rented or leased for lawful purposes. The rental or lease ~~shall~~will be in the best interests of the district and ~~shall~~ not interfere with the conduct of the district's educational program and related activities. The lease or rental agreement shall permit the recapture of the leased or rented surplus property should such property be needed for school purposes in the future unless proximity to an international airport precludes the possible or appropriate use of the property for a school, or the property is leased or rented for affordable housing purposes. Proceeds from rental or lease of district property which are in excess of the operational costs incurred for such rental or lease shall be deposited in the Capital Projects Fund or Debt Service Fund.

At the option of the board of directors, after evaluating the sufficiency of the school district's Capital Projects Fund for purposes of meeting demands for new construction and improvements, moneys derived from the lease or rental of real property may be deposited into the district's General Fund to be used exclusively for nonrecurring costs related to operating school facilities including, but not limited to, expenses for maintenance.

It is a violation of district policy for any person, including a renter or leaser to knowingly carry a firearm or dangerous weapon on district premises. "Premises" includes district property, including rental property, used exclusively for school district activities and does not extend to a property rented or leased as a personal domicile.

Legal References:	RCW 28A.335.040	Surplus school property, rental, lease or use of — Authorized <u>— Limitations</u>
	RCW 28A.335.050	Surplus school property, rental, lease or use of — Joint use <u>— Compensation — Conditions generally</u>
	RCW 28A.335.060	Surplus school property, rental lease or use of — Disposition of moneys received for
	RCW 28A.335.070	Surplus school property, rental, lease or use of — Existing contracts not impaired
	RCW 28A.335.080	Surplus school property, rental, lease or use of — Community use not impaired
	RCW 28A.335.090	Conveyance and acquisition of property — Management <u>— Appraisal</u>
	RCW 28A.335.130	Real property — Sale — Use of proceeds





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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Dr. Lance Goodpaster, Superintendent  
**DATE:** October 11, 2022  
**SUBJECT:** Procedure 1400P: Meeting Conduct, Order of Business, and Quorum

### **BACKGROUND INFORMATION**

FPS Procedure 1400P contains revisions related to House Bill 1329 (2021-22) and House Bill 1630 (2021-22) with the intention of increasing accessibility, participation, and safety at board meetings.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. This procedure is presented as an information-only item.

## MEETING CONDUCT, ORDER OF BUSINESS, AND QUORUM

The district must advertise all meetings, including study sessions and retreats, as meetings that are open to the public. If a board wishes to devote all or most of a special meeting to an issue(s) to be discussed in executive session (Policy 1410), the special meeting should be called to order and recessed to an executive session. The purpose of the executive session should be announced at the meeting and recorded in the minutes (e.g., real estate matters, litigation).

All regular meetings must be held within the district boundaries. Special meetings may be held outside the district with proper notice of the time and location.

It is unlawful for any member of the public to knowingly carry onto, or to possess on, any area of a facility being used for official school board meetings, a dangerous weapon, including but not limited to a firearm, "nun-chu-ka sticks," "throwing stars," air gun or pistol, stun gun, or other dangerous weapon as listed in RCW 9.41.280. The board must ensure that signs providing notice of the restrictions on possession of firearms and other weapons are posted at facilities being used for official meetings of the board.

### **Meeting Notices**

All public notices of board meetings should inform persons with disabilities and those individuals who may have difficulty physically attending a board meeting that they may contact the superintendent's office or designee, so that the district can arrange for them to participate in board meetings. A regular meeting does not require a public notice if held at the time and place provided by board policy. If the board does not meet at its regular location, the meeting should be treated as a special meeting with proper notice to the press stating the time, place, and purpose of the meeting.

For special meetings, a district is required to notify those newspapers and radio and television stations that have filed a request for such notification. The district~~s~~ must also provide written notice and a printed or electronic copy of the agenda to each school board director twenty-four (24) hours prior to the meeting. Notice to a director is deemed waived if the director files a written notice of waiver with the board secretary before or at the time of the commencement of the meeting or by the director's actual attendance at the meeting.

The district must also post notice of the meeting on the district's website, the door of the main district offices, and the door at the location of the meeting if it is different than the district's offices. Notice of regular meetings must be posted on the district website not less than twenty-four (24) hours in advance of the published start time of the meeting.

At a special meeting, the board may discuss items that were not on the original agenda, but the board cannot take final action on any topics that were not identified on the original printed agenda.

If the board is to discuss an item in executive session in accordance with Policy 1410, the item of business must also appear on the agenda if final action is to be taken following the executive session.

No meeting notice is required when the board is acting as a quasi-judicial body in a matter between named parties (e.g., hearing on discharge, non-renewal or discipline of an employee, unless the employee requests a public meeting; hearing regarding suspension or expulsion of a student, ~~unless the student requests a public meeting~~) or for the purpose of planning or adopting strategy or positions to be taken in collective bargaining, grievance, or mediation proceedings, or reviewing such proposals made by a bargaining unit.

### **Meeting Recess and Continuation**

The board may recess a regular, special, or recessed meeting to a specific future time. The district must post notice of such a recess and continuation at or near the door of the meeting room. Notification to the press is not required.

### **Audience Participation during the COVID-19 Emergency**

~~During the COVID-19 emergency when remote/virtual board meetings occur, the public may provide oral or written comments during the announcements and communication portion of the regular board meeting agenda. Commenters should deliver their written comments or schedule their oral comments with the Superintendent's Office by 3 p.m. the day before the meeting. Contact information for the Superintendent's Office will be posted on the agenda and the website.~~

Date: 5/13/08

Revised: 8/21/12; 8/26/14; 04/16/19; 8/18/20; 11/8/22



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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Dr. Lance Goodpaster, Superintendent  
**DATE:** October 11, 2022  
**SUBJECT:** Approved Out-of-State Staff Travel Requests

Travel Dates	Traveler Name(s)	Conference/Destination	Funding Source(s)
10/01/22-10/05/22	Rosita Castellano, Mary Lord Copeland	Courageous Conversations Summit <ul style="list-style-type: none"><li>Washington, D.C.</li></ul>	<ul style="list-style-type: none"><li>Title I Funds</li></ul>
11/02/22-11/05/22	Dana Aguirre, Vicki Bates, Claire Bowlby, Paul Elery, Kathryn Martin, Denise Martinez, Marcelina Ruiz-Martell, Genesis Tillis	La Cosecha Dual Language Conference <ul style="list-style-type: none"><li>Sante Fe, New Mexico</li></ul>	<ul style="list-style-type: none"><li>ESSER Dual Language Funds</li></ul>
11/17/22-11/20/22	Barb Mondloch	ACTFL Conference <ul style="list-style-type: none"><li>Boston, MA</li></ul>	<ul style="list-style-type: none"><li>General Funds</li></ul>
01/30/23-02/04/23	Bonnie Betts, Joy Hara, Karen Wee	Assistive Technology Industry Association Conference <ul style="list-style-type: none"><li>Orlando, FL</li></ul>	<ul style="list-style-type: none"><li>Special Ed Funds</li></ul>



## Franklin Pierce Schools

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### MEMORANDUM

**TO:** Board of Directors  
**FROM:** Dr. Lance Goodpaster, Superintendent  
**DATE:** October 11, 2022  
**SUBJECT:** Executive Session

### **BACKGROUND INFORMATION**

In accordance with RCW 42.30.110, an executive session of the school board directors to discuss the performance of a staff member will be held for approximately 30 minutes with no action to follow. The board will reconvene following the executive session to adjourn the regular meeting of the board of directors.

### **RECOMMENDATION**

None.

### **ACTION REQUIRED**

None. The executive session discussion is for information only.