

INTERDISTRICT AGREEMENT

TSD-25-209

FRANKLIN PIERCE SCHOOL DISTRICT

[A COOPERATIVE SWIM PROGRAM WITH
FRANKLIN PIERCE SCHOOL DISTRICT]

09/01/2025 – 08/31/2026

between

TACOMA SCHOOL DISTRICT NO. 10

(hereinafter referred to as District)

601 South 8th Street

P. O. Box 1357

Tacoma, WA 98401-1357

and

FRANKLIN PIERCE SCHOOL DISTRICT

(hereinafter referred to as Franklin Pierce Schools)

315 129th St S

Tacoma, WA 98444

Lance Goodpaster

Email: lgoodpaster@fpschools.org

Ph: 253-298-3001

This Interdistrict Agreement TSD-24-151 (IDA) is entered into by and between the District and Franklin Pierce Schools (collectively referred to herein as “Parties”) to operate a cooperative swim program under Washington Interscholastic Activities Association (WIAA) Rule 4.7.0 to allow students from more than one WIAA member school (Washington High School, Franklin Pierce High School, and Foss High School) to share resources but compete as representatives of their home school in individual sports/activities.

RESPONSIBILITIES FRANKLIN PIERCE SCHOOLS

- A. Franklin Pierce Schools’ Athletic Directors at Franklin Pierce High School and Washington High School will communicate with the District’s Foss High School Athletic Director weekly regarding student athlete academic eligibility.
- B. Franklin Pierce Schools will ensure their respective student athletes will register through the District’s FinalForms account to ensure that participants are meeting the District’s registration requirements including but not limited to a valid sports physical (within the last 13 months).
- C. Franklin Pierce Schools will purchase required uniform pieces or equipment that may be needed for their respective cleared participants.

D. Franklin Pierce Schools will provide a Washington State Patrol inspected and approved school bus(es) to transport all Franklin Pierce Schools and the District's Foss High School swim participants to and from all away competitions.

1. Prior to competition, the bus will pick up participants at:

- a. Franklin Pierce High School, and
- b. Washington High School, then
- c. District's Foss High School.

2. Following competition, the bus will return participating athletes to:

- a. District's Foss High School, then
- b. respective Franklin Pierce Schools.

3. All Franklin Pierce Schools Bus Drivers will be Office of Superintendent of Public Instruction (OSPI) Certified.

4. Franklin Pierce Schools will be liable for any injuries or losses related to or arising from transportation provided Franklin Pierce Schools Bus Drivers.

E. If no athletes from the District's Foss High School advance to the post season, Franklin Pierce Schools will reimburse the District's paid coaching staff at a rate of \$28.41 per hour, with a maximum of twenty-five (25) hours per week.

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

G. Franklin Pierce Schools will advise the District's Foss High School's Director of Athletics or Director of Athletics/Activities of any and all pool maintenance concerns or damage within twenty (24) hours of discovery.

1. If damage appears detrimental to swimmers, Franklin Pierce Schools agrees to first work with the District's Foss High School's Athletic Director or Director of Athletics/Activities before proceeding with pool use.

RESPONSIBILITIES OF THE DISTRICT

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

- B. The District will provide qualified swim coaches during the regular season and post season for Franklin Pierce Schools athletes that are registered and cleared through the FinalForms registration process.
- C. District coaches will be fully cleared, paid District employees meeting all hiring requirements of OSPI, the District, and WIAA.
- D. The District will provide scheduled access to the District's Foss High School pool for practice and competition under the supervision of District paid coaching staff.

DUTIES OF PARTIES

- A. **Background Checks.** In accordance with Washington State laws the Parties agree consistent with RCW 43.43.834, will require each applicant for employment or volunteer who may have contact with children or vulnerable adults to disclose whether they have been convicted of a crime and/or had findings made against them in any civil adjudicative proceeding as defined in RCW 43.43.830. The Parties shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Interdistrict Agreement.
- B. **Compliance with Laws, Ordinances, and Regulations.** The Parties shall comply with all local, state, and federal laws, ordinances, and regulations applicable to the performance of its responsibilities under this Agreement.
- C. **Entire Agreement.** This constitutes the mutual agreement of the Parties or designee in whole. No alteration, variation and no oral understandings or agreements not incorporated herein shall be binding.
- D. **Force Majeure.** Neither Party shall be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of the Other Party.
- E. **Governing Law.** The laws of the state of Washington shall govern this Agreement. Pierce County, Washington shall be the venue for any litigation arising out of this Agreement.
- F. **Indemnification.** Each party to this Agreement (the "Indemnifying Party") shall defend, indemnify, and hold the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including reasonable attorney fees, arising or resulting from, related to, or connected with, the performance of this Agreement or representations or warranties contained therein by the Indemnifying Party, including any loss, damage, corruption, or improper or unauthorized disclosure of confidential or proprietary

information or data, or acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party, or its employees or agents, to the fullest extent permitted by law.

- G. **Independent Capacity.** The Parties intend an independent relationship will be created by this Agreement.
- H. **Insurance.** The Parties shall at all times during the term of this Agreement, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Party or its officers, agents, representatives, assigns or servants.
- I. **Termination for Breach and/or Default.** Either Party may terminate this Agreement for breach and/or default, in whole or in part, by written notice.

This Interdistrict Agreement will become effective on the date of signature by all Parties and will remain in effect until August 31, 2026, unless terminated by any of the parties prior to this date.

We the undersigned agree to the terms of the foregoing Interdistrict Agreement.

FRANKLIN PIERCE SCHOOL DISTRICT

TACOMA SCHOOL DISTRICT NO. 10

By:

Lance Goodpaster

(signature)

Lance Goodpaster

(print name)

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

Date: _____

By:

Joshua Garcia
Joshua Garcia (Sep 25, 2025 08:21:55 PDT)

(signature)

Its: Superintendent

Joshua J. Garcia

(print name)

Date: 09/25/2025