

Board of Directors

Regular Meeting November 8, 2022 7:00 p.m.

**This meeting will be held in the James Sales Elementary School Gym
located 1301 113th Street South in Tacoma, Washington.**

The public may attend in person, online using this Zoom webinar link –
<https://fpschools.zoom.us/j/85187053832?pwd=cW4rNXkwUIRIM1ErbGIOK2pkMC9tZz09>
or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.
Webinar ID: 851 8705 3832 Password: WsRm110822

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 or 253-298-3010)
by 3 p.m. on November 7, 2022.

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

FRANKLIN PIERCE SCHOOLS

**Jo Anne Matson Administrative Center
315 129th Street South
Tacoma, WA 98444
www.fpschools.org
253-298-3000**

Franklin Pierce School Board's Operating Principles

Operating principles define the beliefs, values, and methods of working together. Successful organizations are the result of effective and dynamic leadership. To 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 MEETING
November 8, 2022 – 7 p.m.****James Sales Elementary School Gym
1301 113th Street South, Tacoma, Washington**

The public may attend in person, online using this Zoom webinar link –
<https://fpschools.zoom.us/j/85187053832?pwd=cW4rNXkwUjRIM1ErbGtOK2pkMC9tZz09>
 or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.
 Webinar ID: 851 8705 3832 Password: WsRm110822

AGENDA

- I. Call to Order**
- II. Flag Salute**
- III. Establishment of a Quorum**
- IV. Adoption of Agenda**
- V. Announcements and Communication**
 - 1. Superintendent
 - 2. Principal
 - 3. Student Representatives
 - 4. Board of Directors
 - 5. 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 (kholten@fpschools.org or 253-298-3010) by 3 p.m. on November 7, 2022.

Audience members may exit at this time or stay for the remainder of the meeting.
- VI. Consent Agenda**
 - 1. Minutes: October 11 and October 18, 2022 A
 - 2. Audit of Expenditures: October 2022 B
 - 3. Personnel Action C
 - 4. Budget Status Reports: September 2022 D
- VII. Unfinished Business**
 - 1. Policy 1400: Meeting Conduct, Order of Business, and Quorum E
 - 2. Policy 1410: Executive or Closed Sessions F
 - 3. Policy 1420: Proposed Agenda and Consent Agenda G
 - 4. Policy 3122: Excused and Unexcused Absences (3rd reading) H
 - 5. Policy 4210: Regulation of Dangerous Weapons I
 - 6. Policy 6112: Rental or Lease of District Real Property J
- VIII. New Business**
 - 1. 2022-2023 Regularly Scheduled School Board Meetings K
 - 2. Overnight Field Trip with Students: Washington High School Unified Sports L
 - 3. Overnight Field Trip with Students: Washington High School Volleyball M
 - 4. Overnight Field Trip with Students: Franklin Pierce & Washington High Schools Cross Country N
 - 5. Overnight Field Trip with Students: Christensen 5th Grade Outdoor Camp O
 - 6. Overnight Field Trip with Students: Midland 5th Grade Outdoor Camp P
 - 7. Overnight Field Trip with Students: Ford 7th & 8th Grade Washington, DC Q
 - 8. Conditional Certification R
 - 9. COVID-19 Memorandum of Understanding S
 - 10. Resolution 22-R-15: 2023 EP & O Excess Levy Adjustment T
 - 11. Memorandum of Understanding: Pierce County Careers Connection U
 - 12. Pierce County Human Services Community Development Contract for Youth Services V
- IX. Information**
 - 1. Procedure 1430P: Audience Participation W
 - 2. Procedure 3122P: Excused and Unexcused Absences X
 - 3. Approved Out-of-State Staff Travel Requests Y
- X. Adjournment**

Next Regular Meeting: December 13, 2022

Franklin Pierce Schools

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

Board directors and audience attended either via Zoom video webinar 852 7415 6134 – (253) 215-8782 or in-person in the Jo Anne Matson Administrative Center Board Room at 315 129th Street South, Tacoma, WA 98445.

October 11, 2022

BOARD OF DIRECTORS – SPECIAL MEETING MINUTES

CALL TO ORDER

Director Mendoza called the special meeting to order at 6:00 p.m.

BOARD DIRECTORS PRESENT

Director Mendoza, Director Davis, Director Sherman, Director Nerio, Director Sablan.

STUDENT REPRESENTATIVES PRESENT

Representative Castaneira, Representative Sasamoto. Excused: Representative McMains.

SPECIAL MEETING

The Board of Directors reviewed and discussed the following items:

1. Superintendent's Update
2. Top Ten Legislative Priorities
3. Board Director and Student Representative Role Clarification
4. Community and Service Awards
5. October 18 Work Session
6. Adjourn

ADJOURNMENT

There being no business to transact, the special meeting adjourned at 6:55 p.m.

Secretary of the Board

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 852 7415 6134 – (253) 215-8782 or in-person in the Jo Anne Matson Administrative Center Board Room at 315 129th Street South, Tacoma, WA 98445.

October 11, 2022

BOARD OF DIRECTORS – REGULAR MEETING MINUTES

CALL TO ORDER

Director Mendoza called the meeting to order at 7:05 p.m.

BOARD DIRECTORS PRESENT

Director Mendoza, Director Davis, Director Sherman, Director Nerio, Director Sablan.

STUDENT REPRESENTATIVES PRESENT

Representative Castaneira, Representative Sasamoto. Excused: Representative McMains.

AGENDA

22-M-118

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

ANNOUNCEMENTS & COMMENTS FROM THE SUPERINTENDENT

Superintendent Goodpaster commented on district activities and events.

ANNOUNCEMENTS & COMMENTS FROM STUDENT REPRESENTATIVES

- Representative Castaneira commented on GATES High School activities and events.
- Representative Sasamoto commented on Franklin Pierce High School activities and events.

ANNOUNCEMENTS & COMMENTS FROM THE BOARD

Director Sherman commented on the Franklin Pierce Schools Information Technology Department.

ANNOUNCEMENTS & COMMENTS FROM THE COMMUNITY

FPEA President Kevin Marshall commented on Franklin Pierce Schools systems.

CONSENT AGENDA

22-M-119

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

(1) Minutes

- Amended minutes of the Board of Directors were approved for the regular meetings held July 5, 2022, and August 16, 2022.
- Minutes of the Board of Directors were approved for the special and regular meetings held September 13, 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 October 11, 2022, authorized the County Treasurer to pay all warrants/transfers specified below.

	Number	Amount	Date Issued
General Fund – Payroll	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
General Fund – A/P	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
Capital Projects	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
ASB	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
Trust	A/P Direct Deposit	\$413.95	09/30/2022

(3) Personnel Action**NEW HIRES**

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

TERMINATIONS

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

APPOINTMENTS / PROMOTIONS / TRANSFERS

NAME	EFFECTIVE DATE	NEW POSITION & LOCATION	REASON
Jaquez, Justin	09/08/22	Assistant Chief Custodian / Franklin Pierce	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 August 2022.

CORE INSTRUCTIONAL MATERIALS - CHANGEMAKERS

22-M-120

It was moved by Director Sablan, seconded by Director Sherman, approved by the Student Representatives, and unanimously passed that the Board of Directors adopt the core instructional materials, *Changemakers: A Social Emotional Learning Curriculum*.

SUPPLEMENTAL INSTRUCTIONAL MATERIALS - LUPA

22-M-121

It was moved by Director Nerio, seconded by Director Davis, approved by the Student Representatives, and unanimously passed that the Board of Directors adopt the supplemental instructional materials, *Lupa*.

SUPPLEMENTAL INSTRUCTIONAL MATERIALS – 4 MINUTE MASTERY

22-M-122

It was moved by Director Sherman, seconded by Director Sablan, approved by the Student Representatives, and unanimously passed that the Board of Directors adopt the supplemental instructional materials, *4 Minute Mastery*.

POLICY 3122: EXCUSED AND UNEXCUSED ABSENCES

22-M-123

It was moved by Director Davis, seconded by Director Nerio, approved by the Student Representatives, and unanimously passed that the Board of Directors adopt FPS Policy 3122: Excused and Unexcused Absences.

POLICY 4218: LANGUAGE ACCESS

22-M-124

It was moved by Director Sablan, seconded by Director Davis, approved by the Student Representatives, and unanimously passed that the Board of Directors adopt FPS Policy 4218: Language Access.

INFORMATION TECHNOLOGY SURPLUS

22-M-125

It was moved by Director Nerio, seconded by Director Sherman, approved by the Student Representatives, and unanimously passed that the Board of Directors approve the surplus of listed information technology items.

OUT-OF-ENDORSEMENT ASSIGNMENTS**22-M-126**

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

2022-2024 FPEAAA COLLECTIVE BARGAINING AGREEMENT**22-M-127**

It was moved by Director Sablan, seconded by Director Sherman, approved by the Student Representatives, and unanimously passed that the Board of Directors approve the 2022-2024 Franklin Pierce Extra-Curricular Athletic and Activities Association Collective Bargaining Agreement.

2022-2025 TEAMSTERS COLLECTIVE BARGAINING AGREEMENT**22-M-128**

It was moved by Director Nerio, seconded by Director Sherman, approved by the Student Representatives, and unanimously passed that the Board of Directors approve the 2022-2025 Teamsters Collective Bargaining Agreement..

INTERLOCAL AGREEMENT – ESD 113 FINGERPRINTING SERVICES**22-M-129**

It was moved by Director Sablan, seconded by Director Davis, approved by the Student Representatives, and unanimously passed that the Board of Directors approve the Interlocal Agreement Contract #6212-IA-01308 Fingerprinting Services with Capital Region Educational Services District 113.

CAREER AND TECHNICAL EDUCATION 4-YEAR PLANNING REQUIREMENT**22-M-130**

It was moved by Director Sablan, seconded by Director Davis, approved by the Student Representatives, and unanimously passed that the Board of Directors approve Career and Technical Education 4-Year Planning Requirement.

MULTICARE SERVICES AGREEMENT – WHS ATHLETIC TRAINER**22-M-131**

It was moved by Director Nerio, seconded by Director Sherman, approved by the Student Representatives, and unanimously passed that the Board of Directors approve continuing services described within the MultiCare Services Agreement for Washington High School.

MEMORANDUM OF UNDERSTANDING – PIERCE COUNTY JUVENILE COURT**22-M-132**

It was moved by Director Sablan, seconded by Director Davis, approved by the Student Representatives, and unanimously passed 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.

POLICY 1400: MEETING CONDUCT, ORDER OF BUSINESS, AND QUORUM

Superintendent Goodpaster presented revised FPS Policy 1400: Meeting Conduct, Order of Business, and Quorum for first reading. This item will be placed on the agenda for further discussion at the next work session; and placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

POLICY 1410: EXECUTIVE OR CLOSED SESSIONS

Superintendent Goodpaster presented revised FPS Policy 1410: Executive or Closed Sessions for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

POLICY 1420: PROPOSED AGENDA AND CONSENT AGENDA

Superintendent Goodpaster presented revised FPS Policy 1420: Proposed Agenda and Consent Agenda for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

POLICY 4210: REGULATION OF DANGEROUS WEAPONS ON SCHOOL PREMISES

James Hester, Deputy Superintendent, presented revised FPS Policy 4210: Regulation of Dangerous Weapons on School Premises for first reading. This item will be placed on the agenda for further discussion at the next work session; and placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

POLICY 6112: RENTAL OR LEASE OF DISTRICT PROPERTY

Tammy Bigelow, Director of Business Services, presented new FPS Policy 6112: Rental or Lease of District Property for first reading. This item will be placed on the agenda for action at the next regularly scheduled Board of Directors meeting.

PROCEDURE 1400P: MEETING CONDUCT, ORDER OF BUSINESS, AND QUORUM

Superintendent Goodpaster presented revised FPS Procedure 1400P: Meeting Conduct, Order of Business, and Quorum as an information only item.

APPROVED OUT-OF-STATE STAFF TRAVEL REQUESTS

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

EXECUTIVE SESSION

Director Mendoza announced an executive session of the Board of Directors at 8:55 pm for approximately 30 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. Director Mendoza reconvened the meeting at 9:23 pm.

ADJOURNMENT

Director Mendoza announced that the next regular meeting of the Board of Directors with action will be held on Tuesday, November 8, 2022, beginning at 7:00 p.m. The meeting will be held in the James Sales Elementary School gym.

There being no further business to transact, the meeting adjourned at 9:25 p.m.

Secretary of the Board

President of the Board

Franklin Pierce Schools

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

Board directors and audience attended this meeting in person in the
Jo Anne Matson Administrative Center Board Room at 315 129th Street South, Tacoma, WA 98445.

October 18, 2022

BOARD OF DIRECTORS – SPECIAL MEETING MINUTES

CALL TO ORDER

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

BOARD DIRECTORS PRESENT

Director Davis, Director Sherman, Director Nerio, Director Sablan. Excused: Director Mendoza.

STUDENT REPRESENTATIVES PRESENT

Representative Castaneira, Representative McMains, Representative Sasamoto.

SPECIAL MEETING

The Board of Directors reviewed and discussed the following items:

1. Superintendent's Update
2. Town Hall Meetings
3. Consolidated Program Review
4. School Improvement Plans
5. 2050 Committee and Capital Improvements
6. Professional Development
7. Draft FPS Policies 1400, 1420, and 4210
8. Adjourn

ADJOURNMENT

There being no business to transact, the special meeting adjourned at 8:01 p.m.

Secretary of the Board

President of the Board

MEMORANDUM

TO: Board of Directors
FROM: Tammy Bigelow, Director of Business Services
DATE: November 8, 2022
SUBJECT: Audit of Expenditures

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080 and expense reimbursement claims certified as required by RCW 42.24.090 are identified below and approved for payment. Payroll disbursements listed below are also approved. To obtain a copy of the detailed listing, please contact the Superintendent's Office. At the November 8, 2022, regularly scheduled meeting the Franklin Pierce Schools Board of Directors authorizes the County Treasurer to pay all warrants/transfers specified below.

	Number	Amount	Date Issued
General Fund – Payroll	Direct Dep/Bank Fees	\$6,724,493.51	10/31/2022
	273383-273415	\$40,135.59	10/31/2022
	273416-273449	\$3,127,547.41	10/31/2022
	273503-273506	\$621.23	10/31/2022
General Fund – A/P	A/P Direct Deposit	\$40,941.22	10/14/2022
	273315-273375	\$357,908.40	10/14/2022
	A/P Direct Deposit	\$452,286.18	10/31/2022
	273450-273493, 273502	\$430,767.72	10/31/2022
Capital Projects	A/P Direct Deposit	\$998,387.91	10/14/2022
	273376-273380	\$148,740.75	10/14/2022
	A/P Direct Deposit	\$172,508.84	10/31/2022
	273494-273500	\$185,787.43	10/31/2022
ASB	A/P Direct Deposit	\$617.59	10/14/2022
	273381-273382	\$534.38	10/14/2022
	A/P Direct Deposit	\$21,930.63	10/31/2022
	273501	\$1,008.00	10/31/2022
Trust	A/P Direct Deposit	\$280.63	10/31/2022

MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Executive Director of Human Resources and Business Services
DATE: November 8, 2022
SUBJECT: Personnel Action

NEW HIRES

NAME	POSITION	LOCATION	HIRE DATE	REASON
Curtis, Lanisha	Paraeducator	Ford	10/10/2022	Growth
Doyle, Shawn	Groundskeeper	Support Services	11/07/2022	Replacement
Freeman, Samuel	Office Assistant/CC Coordinator	CTE/GATES	11/01/2022	Growth
Guerrero, Peter	Full Time Substitute Custodian	Ford	10/12/2022	Replacement
Leach, Misty	Paraeducator	Ford	09/08/2022	Replacement
Lopez, Sergio	Teacher	Keithley	10/31/2022	Replacement
Moniz, Alejandro	Full Time Substitute Custodian	Keithley	10/03/2022	Replacement
Rodriguez Tovar, Betty	Paraeducator	Harvard	08/30/2022	Replacement
Scott, Gary	Full Time Substitute Custodian	Ford	10/10/2022	Replacement
Stevens, Kaitlin	Paraeducator	Collins	10/10/2022	Growth
Tietz, Colton	Paraeducator	Ford	10/24/2022	Replacement
Valentine, Lydia	Teacher	Keithley	10/13/2022	Replacement

TERMINATIONS

NAME	POSITION	LOCATION	HIRE DATE	EFFECTIVE DATE	REASON
Adamson, Alyssa	Paraeducator	Brookdale	01/20/2022	11/04/2022	Resignation
Barber, Rebecca	Paraeducator	Washington	06/28/2021	10/14/2022	Resignation
England, Dana	Office Manager	Teaching and Learning	01/05/2015	10/21/2022	Resignation
Humphrey, Delia	Office Assistant	Christensen	04/14/2022	10/28/2022	Resignation
Munoz, Mercedes	Paraeducator	Central Avenue	05/10/2021	10/14/2022	Resignation
Orona, David	Teacher	Ford	08/31/2020	11/04/2022	Resignation
Prang, Kelly	Paraeducator	Brookdale	09/21/2022	10/14/2022	Resignation
Stevens, Kaitlin	Paraeducator	Collins	10/10/2022	10/28/2022	Resignation

REASSIGNMENTS | PROMOTIONS | TRANSFERS

NAME	PRIOR POSITION LOCATION	DATE	NEW POSITION LOCATION	REASON
Barr, Tina	Teacher Keithley	10/13/2022	Teacher Christensen	Reassignment
Hauenstein, Jordan	Custodian Franklin Pierce	10/06/2022	Assistant Chief Custodian Central Avenue	Promotion
Seifert, Lorraine	Nutrition Svs. Assist II Franklin Pierce	10/13/2022	Nutrition Svs. Assist III Washington	Reassignment
Spencer, Tristen	Assist Chief Custodian Central Avenue	09/23/2022	Assist Chief Custodian Franklin Pierce	Promotion
Zurfluh, Donald	Full Time Sub Custodian Washington	10/18/2022	Groundskeeper Support Services	Reassignment



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Tammy Bigelow, Director of Business Services
DATE: November 8, 2022
SUBJECT: Budget Status Reports, September 2022

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

General Fund

As of September 30, 2022, the ending fund balance was \$6,829,750. Property tax receipted was \$200,060 in September for a total revenue of \$10,759,307. Expenditures totaled \$11,495,995 with an excess of expenditures over revenues of \$736,687.

Capital Project Fund

As of September 30, 2022, the ending fund balance was \$18,781,371. Property tax receipted was \$32,336. Local income from interest, E-rate and impact fees totaled \$291,083.

- **Expenditures:**
 - **Bond: \$42,491**
 - **Technology Levy: \$178,225**
 - Network Infrastructure: \$340
 - New Computers: \$115,486
 - Wireless Access: \$11,615
 - Fiber: \$16,171
 - VOIP Charges: \$23,567
 - Other Software: \$772
 - Utilities: \$10,274

Debt Service Fund

Property tax collections in September totaled \$132,994 with an ending fund balance of \$3,915,725.

Associated Student Body Fund

Ending fund balance was \$511,090.

Transportation Vehicle Fund

Depreciation of \$429,755 was deposited with an ending fund balance of \$1,393,538.

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 2022 (September 1, 2022 - August 31, 2023)For the FRANKLIN PIERCE SCHOOLS School District for the Month of September, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES/OTHER FIN. SOURCES						
1000 LOCAL TAXES	17,327,660	200,060.32	200,060.32		17,127,599.68	1.15
2000 LOCAL SUPPORT NONTAX	600,000	70,029.19	70,029.19		529,970.81	11.67
3000 STATE, GENERAL PURPOSE	76,159,943	6,638,252.81	6,638,252.81		69,521,690.19	8.72
4000 STATE, SPECIAL PURPOSE	25,353,221	1,886,578.39	1,886,578.39		23,466,642.61	7.44
5000 FEDERAL, GENERAL PURPOSE	170,000	.00	.00		170,000.00	0.00
6000 FEDERAL, SPECIAL PURPOSE	34,954,307	1,964,386.34	1,964,386.34		32,989,920.66	5.62
7000 REVENUES FR OTH SCH DIST	700	.00	.00		700.00	0.00
8000 OTHER AGENCIES AND ASSOCIATES	42,000	.00	.00		42,000.00	0.00
9000 OTHER FINANCING SOURCES	0	.00	.00		.00	0.00
Total REVENUES/OTHER FIN. SOURCES	154,607,831	10,759,307.05	10,759,307.05		143,848,523.95	6.96
B. EXPENDITURES						
00 Regular Instruction	71,446,651	5,218,151.77	5,218,151.77	51,832,675.02	14,395,824.21	79.85
10 Federal Stimulus	8,744,556	489,944.30	489,944.30	10,369,613.65	2,115,001.95-	124.19
20 Special Ed Instruction	23,356,637	1,565,695.25	1,565,695.25	17,366,747.98	4,424,193.77	81.06
30 Voc. Ed Instruction	6,132,744	418,907.79	418,907.79	3,869,809.67	1,844,026.54	69.93
40 Skills Center Instruction	0	.00	.00	0.00	.00	0.00
50+60 Compensatory Ed Instruct.	14,010,227	1,044,779.18	1,044,779.18	11,178,524.00	1,786,923.82	87.25
70 Other Instructional Pgms	1,874,725	41,297.73	41,297.73	449,903.05	1,383,524.22	26.20
80 Community Services	709,971	60,083.70	60,083.70	615,132.33	34,754.97	95.10
90 Support Services	30,924,963	2,657,135.32	2,657,135.32	18,893,724.84	9,374,102.84	69.69
Total EXPENDITURES	157,200,474	11,495,995.04	11,495,995.04	114,576,130.54	31,128,348.42	80.20
C. OTHER FIN. USES TRANS. OUT (GL 536)	0	.00	.00			
D. OTHER FINANCING USES (GL 535)	0	.00	.00			
E. EXCESS OF REVENUES/OTHER FIN.SOURCES OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)	2,592,643-	736,687.99-	736,687.99-		1,855,955.01	71.59-
F. TOTAL BEGINNING FUND BALANCE	12,000,000		7,566,438.25			
G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)	XXXXXXXXX		.00			
H. TOTAL ENDING FUND BALANCE (E+F + OR - G)	9,407,357		6,829,750.26			

20--Capital Projects-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)For the FRANKLIN PIERCE SCHOOLS School District for the Month of September, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	2,874,707	32,336.48	32,336.48		2,842,370.52	1.12
2000 Local Support Nontax	595,200	54,763.73	54,763.73		540,436.27	9.20
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	7,712,319	236,319.64-	236,319.64-		7,948,638.64	3.06-
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
7000 Revenues Fr Oth Sch Dist	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
 <u>Total REVENUES/OTHER FIN. SOURCES</u>	 11,182,226	 149,219.43-	 149,219.43-		 11,331,445.43	 1.33-
 <u>B. EXPENDITURES</u>						
10 Sites	350,000	460.00	460.00	0.00	349,540.00	0.13
20 Buildings	23,263,000	47,492.74	47,492.74	100,996.17-	23,316,503.43	0.23-
30 Equipment	2,000,000	279,926.14	279,926.14	563,482.57	1,156,591.29	42.17
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	950	.00	.00	950.00	.00	100.00
 <u>Total EXPENDITURES</u>	 25,613,950	 327,878.88	 327,878.88	 463,436.40	 24,822,634.72	 3.09
 <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 OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	 14,431,724-	 477,098.31-	 477,098.31-		 13,954,625.69	 96.69-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 16,000,000		 19,022,150.23			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE (E+F + OR - G)</u>	 1,568,276		 18,545,051.92			

30--Debt Service Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)For the FRANKLIN PIERCE SCHOOLS School District for the Month of September, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	10,667,700	132,994.00	132,994.00		10,534,706.00	1.25
2000 Local Support Nontax	10,000	7,823.05	7,823.05		2,176.95	78.23
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>	 10,677,700	 140,817.05	 140,817.05		 10,536,882.95	 1.32
 <u>B. EXPENDITURES</u>						
Matured Bond Expenditures	4,190,000	.00	.00	0.00	4,190,000.00	0.00
Interest On Bonds	5,713,277	.00	.00	0.00	5,713,277.00	0.00
Interfund Loan Interest	0	.00	.00	0.00	.00	0.00
Bond Transfer Fees	10,000	600.00	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>	 9,913,277	 600.00	 600.00	 0.00	 9,912,677.00	 0.01
 <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>	764,423	140,217.05	140,217.05		624,205.95-	81.66-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 3,322,223		 3,775,508.67			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 4,086,646		 3,915,725.72			
<u>(E+F + OR - G)</u>						

40--Associated Student Body Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)

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

	ANNUAL	ACTUAL	ACTUAL			
	BUDGET	FOR MONTH	FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
A. REVENUES						
1000 GENERAL STUDENT BODY	304,000	17,081.55	17,081.55		286,918.45	5.62
2000 ATHLETICS	211,300	24,559.82	24,559.82		186,740.18	11.62
3000 CLASSES	45,500	1,599.55	1,599.55		43,900.45	3.52
4000 CLUBS	148,950	3,574.00	3,574.00		145,376.00	2.40
6000 PRIVATE MONEYS	25,000	150.00	150.00		24,850.00	0.60
Total REVENUES	734,750	46,964.92	46,964.92		687,785.08	6.39
B. EXPENDITURES						
1000 GENERAL STUDENT BODY	303,300	8,763.36	8,763.36	1,400.00	293,136.64	3.35
2000 ATHLETICS	214,100	13,143.06	13,143.06	1,595.00	199,361.94	6.88
3000 CLASSES	46,100	475.38	475.38	0.00	45,624.62	1.03
4000 CLUBS	147,450	585.20	585.20	0.00	146,864.80	0.40
6000 PRIVATE MONEYS	21,000	.00	.00	0.00	21,000.00	0.00
Total EXPENDITURES	731,950	22,967.00	22,967.00	2,995.00	705,988.00	3.55
C. EXCESS OF REVENUES						
OVER(UNDER) EXPENDITURES (A-B)	2,800	23,997.92	23,997.92		21,197.92	757.07
D. TOTAL BEGINNING FUND BALANCE	450,000		487,092.61			
E. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)	XXXXXXXXX		.00			
F. TOTAL ENDING FUND BALANCE	452,800		511,090.53			
C+D + OR - E)						

90--Transportation Vehicle Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2022 (September 1, 2022 - August 31, 2023)For the FRANKLIN PIERCE SCHOOLS School District for the Month of September , 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Nontax	1,000	2,857.69	2,857.69		1,857.69-	285.77
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	400,000	.00	.00		400,000.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	1,464,515	.00	.00		1,464,515.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
A. <u>TOTAL REV/OTHER FIN.SRCS(LESS TRANS)</u>	1,865,515	2,857.69	2,857.69		1,862,657.31	0.15
 B. <u>9900 TRANSFERS IN FROM GF</u>	0	.00	.00		.00	0.00
 C. <u>Total REV./OTHER FIN. SOURCES</u>	1,865,515	2,857.69	2,857.69		1,862,657.31	0.15
 <u>D. EXPENDITURES</u>						
Type 30 Equipment	2,301,186	.00	.00	1,155,498.00	1,145,688.00	50.21
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>	2,301,186	.00	.00	1,155,498.00	1,145,688.00	50.21
 E. <u>OTHER FIN. USES TRANS. OUT (GL 536)</u>	0	.00	.00			
 F. <u>OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
 G. <u>EXCESS OF REVENUES/OTHER FIN SOURCES</u>						
<u>OVER(UNDER) EXP/OTH FIN USES (C-D-E-F)</u>	435,671-	2,857.69	2,857.69		438,528.69	100.66-
 H. <u>TOTAL BEGINNING FUND BALANCE</u>	858,905		1,390,680.41			
 I. <u>G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	XXXXXXXXX		.00			
 J. <u>TOTAL ENDING FUND BALANCE</u>	423,234		1,393,538.10			
<u>(G+H + OR - I)</u>						



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 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

I move that the Board of Directors adopt revised FPS Policy 1400: Meeting Conduct, Order of Business, and Quorum.

ACTION REQUIRED

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 Meeting Schedule

Regular meetings (including work sessions) will be held as follows:

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

Board meetings begin at 6:00 pm (with the exception of the meeting in July beginning at 12:00 p.m.) in the Board Room (located in Building C of the Jo Anne Matson Administrative Center at 315 129th Street South), or at other times and places as identified on a calendar adopted annually by the board. The regular meeting calendar will be displayed at the main entrance of the district's headquarters and on the district website.

An agenda of the business the board will transact will be posted on the district website not less than twenty-four (24) hours in advance of the published start time of the meeting. Per state law, this agenda is informational only and the board may make amendments to the agenda before or during a regular meeting.

If the board will hold regular meetings at places other than the location published in the annual calendar, 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 meetings.

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 meetings.

Special Meetings

Special meetings, including additional work sessions held outside the regular meeting schedule, may be called by the president or at the request of a majority of the board 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 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 email. 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 director waives the written notice requirement if 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 email; or
2. Is actually present at the time the meeting convenes.

The board will not take final disposition at a special meeting 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

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. An executive session may be held at any emergency meeting pursuant to this policy.

Public Notice

The board will give proper public notice for any special meeting. The board will also give notice 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 or the location published on the regular meeting calendar. 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 limitations of the law.

Quorum and Voting

A quorum consists of the majority of all board directors. For school boards with five directors, three board directors constitute a quorum. A quorum is required for the transaction of business, including voting. Board directors are not required to be physically present to attend a board meeting. Any or all board directors may attend a board meeting and vote via any communication platform that provides 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 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 directors present and voting vote in favor. However, a majority vote of all board directors is required to elect or select a superintendent or board officer and the board must vote on these matters by 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 directors will refrain from communicating electronically (e.g., by email, text, social media) with their fellow board directors.

The board will use the agenda to establish its regular order of business. However, either the superintendent or a board 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 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 or before every regular meeting at which final action is to take place for public comment. During

the public comment period, 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. 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 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
	RCW 9.41.280	Possessing dangerous weapons on school facilities – Penalty – Exceptions
	U.S.C. 12101-12213	Americans with Disabilities Act



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 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

I move that the Board of Directors adopt revised FPS Policy 1410: Executive or Closed Sessions.

ACTION REQUIRED

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 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



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 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

I move that the Board of Directors adopt revised FPS Policy 1420: Proposed Agenda and Consent Agenda.

ACTION REQUIRED

PROPOSED AGENDA AND CONSENT AGENDA

Proposed Agenda

The board secretary will be responsible for preparing the proposed agenda for each meeting in consultation with the board president. Copies of the proposed agenda, minutes of the previous meeting (if they will be presented for approval), and relevant supplementary information will be delivered to each board director no later than the Friday prior to the Tuesday 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 that appears on the consent agenda may be removed on request by a board director 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

Special meetings



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: James Hester, Deputy Superintendent
DATE: November 8, 2022
SUBJECT: Policy 3122: Excused and Unexcused Absences

BACKGROUND INFORMATION

Board Policy 3122: Excused and Unexcused Absences is being presented for a third reading. These final revisions include updates to the school's duties and are consistent with the language in RCW 28A.225.0020. Additional changes remove all references of "Community Truancy Board" and replace them with the term "Community Engagement Board" to be consistent with RCW 28A.225.025.

While this is a final reading, you will see minor edits noted on the policy. Because this policy and the accompanying procedure have been reviewed at the previous two board meetings, we are including this policy in the unfinished business portion of the agenda.

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 ~~engagement~~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 ~~seventh~~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~~engagement 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~~-fifteenth 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; 11/08/22

Classification: Essential



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: James Hester, Deputy Superintendent
DATE: November 8, 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

I move the Board of Directors adopt revised FPS Policy 4210: Regulation of Dangerous Weapons on School Premises.

ACTION REQUIRED

REGULATION OF DANGEROUS WEAPONS ON SCHOOL PREMISES

Unless authorized by this policy, it is a violation of district policy for any person to knowingly carry a firearm or dangerous weapon on school premises, school-provided transportation, areas of other facilities being used exclusively for school activities, or areas of facilities being used for official meetings of the school board. 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 or designee.
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

If district staff believe that a student has violated this policy, 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, 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, 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.

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

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 authorized convention, showing, demonstration, lecture, or firearm safety course authorized by the superintendent;
- C. Persons competing in 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;
- 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



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: Tammy Bigelow, Director of Business Services
DATE: November 8, 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 be 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

I move that the Board of Directors adopt revised FPS Policy 6112: Rental or Lease of District Real Property.

ACTION REQUIRED

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 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 will be in the best interests of the district and 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 – Limitations
	RCW 28A.335.050	Surplus school property, rental, lease or use of — Joint use – Compensation – Conditions generally
	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 – Appraisal
	RCW 28A.335.130	Real property — Sale — Use of proceeds

Adoption Date: 12/9/08
Franklin Pierce Schools
Revised: 11/08/22
Classification: Essential



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: 2022-2023 Regularly Scheduled School Board Meetings

BACKGROUND INFORMATION

Revisions to FPS Policy 1400 Meeting Conduct, Order of Business, and Quorum require the board of directors to annually adopt a regular meeting calendar that will be displayed at the main entrance of the district's headquarters and on the district website.

RECOMMENDATION

I move that the Board of Directors adopt the list of 2022-2023 regularly scheduled school board meetings.

ACTION REQUIRED

Meeting Dates	Start Time	Approx. End Time	Location in Tacoma, WA
Tuesday, September 13	6:00 PM	8:30 PM	Collins Elementary Gym - 1920 128th Street East
Tuesday, October 11	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, October 18	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, November 8	6:00 PM	8:30 PM	James Sales Elementary Gym - 1301 113th Street South
Tuesday, December 6	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, December 13	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, January 10	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, January 17	6:00 PM	8:30 PM	Brookdale Elementary Gym, 611 132nd Street South
Tuesday, February 14	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, March 7	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, March 21	6:00 PM	8:30 PM	Harvard Elementary Gym, 1709 85th Street East
Tuesday, April 4	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, May 9	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, May 23	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, June 6	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, June 20	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, July 5	12:00 PM	2:30 PM	JMAC Board Room - 315 129th Street South
Tuesday, August 15	6:00 PM	8:30 PM	JMAC Board Room - 315 129th Street South



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: Unified Bowling Team, WHS

Destination: Kennewick, WA

Purpose: Special Olympics Bowling Tournament

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

RECOMMENDATION

I move that the Board of Directors approve the overnight field trip travel request with Washington High School students to the Special Olympics tournament in Kennewick, Washington.

ACTION REQUIRED

FRANKLIN PIERCE SCHOOLS

APPLICATION FOR OVERNIGHT FIELD TRIP WITH STUDENTS

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

Date of Application: November 3, 2022

School: Franklin Pierce School District Unified Sports

Name of Teacher/Advisor/Travelers: Chelsea Potter, Kristen Miskar

Class/Group: Washington High School Unified Bowling 4-Person Team

How many students will be attending?: 4

How many adults will provide supervision? 2

Conference Name/Activity: Special Olympics 2022 State Fall Games Qualifiers

Destination (City, State): Kennewick, Wa (Tri-Cities)

Departure Date: 11/18/22

Departure Time: 2:30 pm

Return Date: 11/20/22

Estimated Return Time: 7:00 pm

Method of Transportation: District van

Educational Objective(s): FPSD District Sports Extracurricular Activity with Special Olympics WA State Qualifiers

Describe activities planned for trip: Participate with SOWA State Fall Games in Tri-Cities, Bowling Tournament for Unified Sports.

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	\$ _____	_____
Procurement Card	Registration Fee	\$ _____	_____
	Lodging	\$ <u>800</u>	<u>0133 28 8585 7200 7200 0000 1</u>
	Transportation	\$ <u>400</u>	<u>0105 28 0750 2700 7200 0000 1</u>
	Other	\$ <u>600</u>	<u>0133 28 8585 7200 7200 0000 1</u>
Reimbursement	Mileage	\$ _____	_____
	Meals	\$ _____	_____
	TOTAL	\$ <u>1,800</u>	_____

Comments:

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



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: Volleyball Team, WHS

Destination: Yakima, WA

Purpose: Volleyball State Tournament

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

RECOMMENDATION

I move that the Board of Directors approve the overnight field trip travel request with Washington High School students to the volleyball tournament in Yakima, Washington.

ACTION REQUIRED

FRANKLIN PIERCE SCHOOLS

APPLICATION FOR OVERNIGHT FIELD TRIP WITH STUDENTS

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

Date of Application: November 3, 2022

School: Washington

Name of Teacher/Advisor/Travelers: Paul Souza

Class/Group: Volleyball

How many students will be attending?: 14

How many adults will provide supervision? 4

Conference Name/Activity: State Volleyball

Destination (City, State): Yakima, WA

Departure Date: 11/17/22

Departure Time: 7:30 am

Return Date: 11/19/22

Estimated Return Time: 8:00 pm

Method of Transportation: Bus

Educational Objective(s): To compete in the 2A state volleyball event

Describe activities planned for trip: Participate in state volleyball games

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	\$ <u>400</u>	<u>0133 28 2154 2600/2700 0000 0000</u>
Procurement Card	Registration Fee	\$ _____	_____
	Lodging	\$ <u>2,000</u>	<u>0133 28 8585 7200 7200 0000 1</u>
	Transportation	\$ <u>1,500</u>	<u>0105 28 0750 2700 7200 0000 1</u>
	Other	\$ <u>1,000</u>	<u>Meals: same as lodging</u>
Reimbursement	Mileage	\$ _____	_____
	Meals	\$ _____	_____
	TOTAL	\$ <u>4,900</u>	_____

Comments:

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



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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: Cross Country Team, FPHS / WHS

Destination: Pasco, WA

Purpose: Cross Country Tournament

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

RECOMMENDATION

I move that the Board of Directors approve the overnight field trip travel request with Franklin Pierce High School and Washington High School students to the cross country tournament in Pasco, Washington.

ACTION REQUIRED

FRANKLIN PIERCE SCHOOLS

APPLICATION FOR OVERNIGHT FIELD TRIP WITH STUDENTS

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

Date of Application: November 3, 2022

School: Washington / Franklin Pierce

Name of Teacher/Advisor/Travelers: James Krick / Allen Culp

Class/Group: Cross country

How many students will be attending?: 8

How many adults will provide supervision? 4

Conference Name/Activity: State Cross Country

Destination (City, State): Pasco, WA

Departure Date: 11/4/22

Departure Time: 7:30 am

Return Date: 11/5/22

Estimated Return Time: 8:00 pm

Method of Transportation: School vans, one for each school

Educational Objective(s): To compete in the 2A state cross country event

Describe activities planned for trip: Practice run on Friday, competition on Saturday

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	\$ <u>400</u>	<u>0133 28 2154 2600/2700 0000 0000</u>
Procurement Card	Registration Fee	\$ _____	_____
	Lodging	\$ <u>800</u>	<u>0133 28 8585 7200 7200 0000 1</u>
	Transportation	\$ <u>400</u>	<u>0105 28 0750 2600/2700 7200 0000</u>
	Other	\$ <u>800</u>	<u>Meals: same as lodging</u>
Reimbursement	Mileage	\$ _____	_____
	Meals	\$ _____	_____
	TOTAL	\$ <u>2,400</u>	_____

Comments:

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



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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: 5th Grade, Christensen Elementary School
Destination: Camp Seymour, Gig Harbor, WA
Purpose: Outdoor Education

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

RECOMMENDATION

I move that the Board of Directors approve the overnight field trip travel request with fifth grade Christensen Elementary School students for outdoor education at Camp Seymour.

ACTION REQUIRED

FRANKLIN PIERCE SCHOOLS

APPLICATION FOR OVERNIGHT FIELD TRIP WITH STUDENTS

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

Date of Application: October 10, 2022

School: Christensen Elementary School

Name of Teacher/Advisor/Travelers: Mrs. Kennach, Ms. Mosley, Ms. Tith

Class/Group: 5th Grade

How many students will be attending?: 71

How many adults will provide supervision? 15

Conference Name/Activity: 5th Grade Camp

Destination (City, State): Camp Seymour, Gig Harbor, WA

Departure Date: Monday, January 23, 2023

Departure Time: 10:00 am

Return Date: Wednesday, January 25, 2023

Estimated Return Time: 1:30 pm

Method of Transportation: School Bus

Educational Objective(s): Students are learning about science and nature in an outdoor environment

Describe activities planned for trip: _____

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	\$ <u>0</u>	_____
Procurement Card	Registration Fee	\$ <u>17,633</u>	<u>WSPEF Outdoor School Grant</u>
	Lodging	\$ <u>0</u>	_____
	Transportation	\$ <u>871</u>	<u>WSPEF Outdoor School Grant</u>
	Other	\$ <u>0</u>	_____
Reimbursement	Mileage	\$ <u>0</u>	_____
	Meals	\$ <u>0</u>	_____
	TOTAL	\$ <u>18,504</u>	_____

Comments:

Washington School Principals Education Foundation (WSPEF) grant applied to all costs.

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



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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: 5th Grade, Midland Elementary School
Destination: Camp Seymour, Gig Harbor, WA
Purpose: Outdoor Education

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

RECOMMENDATION

I move that the Board of Directors approve the overnight field trip travel request with fifth grade Midland Elementary School students for outdoor education at Camp Seymour.

ACTION REQUIRED

FRANKLIN PIERCE SCHOOLS APPLICATION FOR OVERNIGHT FIELD TRIP WITH STUDENTS

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

Date of Application: October 27, 2022

School: Midland Elementary

Name of Teacher/Advisor/Travelers: Russ Anderson, Rachel McGlothlen, and Megan Pratt

Class/Group: 5th Grade

How many students will be attending?: 74

How many adults will provide supervision? At least 12 parents and 3 teachers

Conference Name/Activity: Camp Seymour

Destination (City, State): Gig Harbor, WA

Departure Date: March 8, 2023

Departure Time: 9:00 am

Return Date: March 10, 2023

Estimated Return Time: 2:00 pm

Method of Transportation: School Bus

Educational Objective(s): To foster awareness of and an appreciation of the natural world to increase knowledge of ecological concepts, and to strengthen social skills, cooperation, and communication.

Describe activities planned for trip: There are a plethora of activities that can be referred to in the curriculum guide such as "Albatross Investigation", "Beach Ecology" and "The Forest Floor".

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	\$ <u>0.00</u>	
Procurement Card	Registration Fee	\$ <u>0.00</u>	
	Lodging	\$ <u>4,442.60</u>	<u>A grant from Outdoor Schools</u>
	Transportation	\$ <u></u>	
	Other	\$ <u></u>	
Reimbursement	Mileage	\$ <u>500.00</u>	<u>ASB/Grant</u>
	Meals	\$ <u></u>	
	TOTAL	\$ <u>4,942.60</u>	

Comments:

We received a grant for up to \$37,500.00 from Outdoor Schools. We will be using our ASB acct to cover the costs upfront and Outdoor Schools will reimburse us after the completion of camp.

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



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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: 7th & 8th Grade, Ford Middle School

Destination: Washington, D.C.

Purpose: Historical Site Visits

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

RECOMMENDATION

I move that the Board of Directors approve the overnight field trip travel request with seventh and eighth grade Ford Middle School students to Washington, D.C.

ACTION REQUIRED

FRANKLIN PIERCE SCHOOLS APPLICATION FOR OVERNIGHT FIELD TRIP WITH STUDENTS

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

Date of Application: 10/24/2022

School: Ford Middle School

Name of Teacher/Advisor/Travelers: Tiffanie Meridith & Kaylin Aponte

Class/Group: 7th & 8th graders in the 2023-24 school year who sign up

How many students will be attending?: approx. 30 - 35

How many adults will provide supervision? approx. 3 - 4

Conference Name/Activity: World Strides Washington, DC Spring Break Field Trip

Destination (City, State): Washington, DC & Williamsburg, VA

Departure Date: Saturday, April 6, 2024

Departure Time: TBD in am

Return Date: Wednesday, April 10, 2024

Estimated Return Time: TBD

Method of Transportation: Plane, bus (in DC)

Educational Objective(s): Explore and learn more about nation's important historical sites.

Describe activities planned for trip: Colonial Williamsburg, Jamestown settlement, Holocaust Museum, memorials & monuments, National Archives, Arlington Cemetery, Mt. Vernon, Ford's Theater, 1 Smithsonian Institution

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	<u>\$ 0</u>	<u></u>
Procurement Card	Registration Fee	<u>\$ 0</u>	<u></u>
	Lodging	<u>\$ 0</u>	<u></u>
	Transportation	<u>\$ 0</u>	<u></u>
	Other	<u>\$ 0</u>	<u></u>
Reimbursement	Mileage	<u>\$ 0</u>	<u></u>
	Meals	<u>\$ 0</u>	<u></u>
	TOTAL	<u>\$ 0</u>	<u></u>

Comments:

No costs for the district-- this trip takes place over Spring Break and all transportation, meals, etc. are provided/ funded by World Strides & students/adults attending.
Estimated cost per student:
\$2,549

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



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MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Executive Director of Human Resources and Business Services
DATE: November 8, 2022
SUBJECT: Conditional Teaching Certificates

BACKGROUND INFORMATION

Franklin Pierce Schools has been actively pursuing teachers to fill positions in many of our education programs. Due to local, state, and nationwide teacher shortages, we have had difficulty securing highly qualified, state certified teachers for several positions. In these challenging situations, WAC 181-79A-231 allows school districts to seek conditional certificates for individuals with the skills to be effective teachers even though they do not hold the appropriate endorsement.

We have nine teachers for whom we are seeking conditional certificates. These teachers demonstrate the content knowledge and skills necessary to effectively teach our students, but do not currently hold the appropriately endorsed teaching certificate. They will each receive the direct assistance of a mentor, a specific plan of assistance will be developed, and we will comply with all requirements associated with such certificates.

Employees for initial conditional certificate approval:

Sergio Lopez	Teacher - Keithley	Health/Fitness – exp June 30, 2024
Cassidy McCloud	Teacher - James Sales	Elem Ed – exp June 30, 2024
Marylin Trujillo	Teacher - FPHS	Spanish – exp June 30, 2023
Lydia Valentine	Teacher - Keithley	Humanities – exp June 30, 2024
Felita Williams	Special Ed Teacher - Midland	Special Ed – exp June 30, 2024

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

Melissa Lee	Teacher - Midland	Elementary Ed – exp June 30, 2023
David Lorms	Teacher - Midland	Elementary Ed – exp June 30, 2023
Tuyen Nguyen	Full Time Substitute - District Office	Science/Math – exp June 30, 2023
Linda Rummel	Teacher - Brookdale	Elementary Ed – exp June 30, 2023

RECOMMENDATION

I move that the Board of Directors approve the request to grant conditional teaching certificates for Sergio Lopez, Cassidy McCloud, Marylin Trujillo, Lydia Valentine, Felita Williams, Melissa Lee, David Lorms, Tuyen Nguyen, and Linda Rummel.

ACTION REQUIRED



Franklin Pierce Schools

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www.fpschools.org

MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Executive Director of Human Resources and Business Services
DATE: November 8, 2022
SUBJECT: 2022-2023 COVID-19 Memorandum of Understanding

BACKGROUND INFORMATION

The Franklin Pierce School District has agreed to the attached memorandum of understanding with the Franklin Pierce Education Association (FPEA), Public School Employees (PSE), International Union of Operating Engineers (IUOE), Teamsters, and Franklin Pierce Education Support Personnel (FPESP) related to ongoing COVID-19 impacts. This agreement clarifies expectations, leave options, and other terms of service. The agreements reached with the unions will be extended to all district employees, regardless of representation.

RECOMMENDATION

I move that the Board of Directors approve the 2022-2023 COVID-19 Memorandum of Understanding.

ACTION REQUIRED

Memorandum of Understanding
Between Franklin Pierce Schools (District) and
Franklin Pierce Education Association (FPEA), Public School Employees/SEIU
1948 (PSE), International Union of Operating Engineers 302 (IUOE), Teamsters
Local Union 313, Franklin Pierce Education Support Personnel (FPESP)

Franklin Pierce Schools and the Associations listed above share in maintaining the health and safety of our Franklin Pierce Schools community;

Whereas COVID-19 continues to create public health concerns and the Office of the Superintendent of Public Instruction, the Office of the Governor, and state and local Departments of Health have issued guidance and requirements for the 2022-23 school year;

And whereas it is the duty of the District to provide safe and equitable learning conditions for students and staff the parties agree to the following:

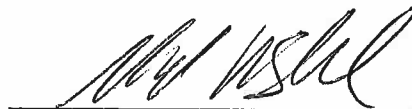
1. Employees with COVID-19/Suspected COVID-19: Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District worksite and may access any or all of the following benefits as legally applicable under the terms of collective bargaining agreements or law:
 - a. Employee's own accrued leave (such as sick, personal, and vacation leave)
 - i. If an employee has less than 60 hours of sick leave at the time they receive a positive COVID-19 test, they will be granted emergency-covid leave for the required five (5) day positive test isolation/quarantine period. This leave is only available for as long as state or local health departments requires isolation/quarantine following a positive test. Access to this leave requires using the 2022-23 COVID leave form (found on DORA) with positive test documentation attached.
 - b. Washington Paid Family Medical Leave (PFML) – as determined by that state program
 - c. Worker's compensation – as determined by the Worker's Compensation Trust
 - d. Family Medical Leave Act – as determined by legal eligibility requirements
 - e. Long-term disability – as determined by provider
 - f. Unemployment benefits – as determined by the WA State Employment Security Department
2. The District will follow the guidance and requirements from the entities stated above in regard to testing, masking, and notifications.

3. The District will provide masks for staff as supplies allow.
4. COVID-19 vaccines will continue to be a term of employment and will be required as long as the mandate exists. Compliance with all COVID related health and safety requirements will continue to be a condition of employment. This includes those conditions required to grant a medical or religious based exemption.
5. This MOU is in effect from September 1, 2022 through August 31, 2023 or until the isolation/quarantine requirements are lifted, whichever occurs first. If isolation/quarantine requirements are re-instated during the 2022-23 school year, this agreement will become in effect again while the requirement is in place. In the event of other legislative or regulatory changes impacting this MOU, the parties shall meet to bargain the impacts upon request within five (5) days of the date the changes are released. All terms and conditions of each Collective Bargaining Agreement shall remain in full force and effect for each union unless specifically modified by this MOU. This MOU will be construed consistently with any existing state and local public health guidance and if the guidance changes, the District will follow the new guidance.

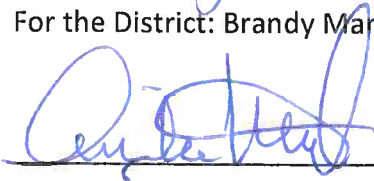
This MOU may be reopened by mutual agreement between the district and any or all of the union groups represented on this MOU.



For the District: Brandy Marshall



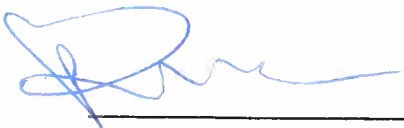
For FPEA: Kevin Marshall



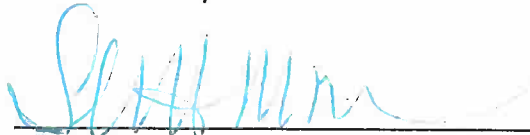
For PSE: Angela Wiest



For IUOE: Evelyn Boschee



For Teamsters: Brian Kuni



For FPESP: Sheryl Moore



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Tammy Bigelow, Director of Business Services
DATE: November 8, 2022
SUBJECT: Resolution 22-R-15: 2023 Educational Programs & Operations Excess Levy Adjustment

BACKGROUND INFORMATION

On February 18, 2022, voters of Franklin Pierce Schools approved a four-year Replacement Educational Programs and Operations Excess Levy. This voter-approved levy could have generated up to \$18,939,414 in 2023 tax revenue; however, due to the state limit of \$2.50 per \$1,000 of assessed value and best estimates of property values at the time we set our budget, we projected 2023 levy tax revenue of \$18,199,388.

As part of Pierce County's regular process, a preliminary assessed value calculation is done each October to determine actual property values. Due to higher than expected October 2022 assessed property values, our levy collection is projected to reach the maximum \$18,939,414. To allow for maximum revenue collection, we suggest increasing the levy collection budget to the original \$18,939,414.

RECOMMENDATION

I move that the Board of Directors adopt Resolution 22-R-15: 2023 Educational Programs and Operations Excess Levy Adjustment.

ACTION REQUIRED



Franklin Pierce Schools

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RESOLUTION 22-R-15 **2023 EDUCATIONAL PROGRAMS AND OPERATIONS EXCESS LEVY ADJUSTMENT**

A resolution of the Board of Directors of Franklin Pierce School District #402, Pierce County, Washington, to remove the rollback in the Replacement Educational Programs and Operations Excess Levy Collections for the 2023 tax year.

WHEREAS, on February 18, 2022, the voters of Franklin Pierce School District #402 approved a four-year Replacement Educational Programs and Operations Excess Levy that included tax collections for calendar year 2023 in the amount of \$18,939,414; and

WHEREAS, the actual Replacement Educational Programs and Operations Excess Levy authority of Franklin Pierce School District #402 for 2023 tax collections was initially determined and budgeted to be approximately \$18,199,388 according to RCW 84.52.0531;

WHEREAS, the October 2022 assessed property values have increased and the Replacement Educational Programs and Operations Excess Levy authority of Franklin Pierce School District #402 for 2023 tax collections are now projected to reach the maximum \$18,939,414;

NOW, THEREFORE BE IT RESOLVED, that the Replacement Educational Programs and Operations Excess Levy for calendar year 2023 be increased from \$18,199,388 to \$18,939,414 to allow maximum levy revenue collection.

Adopted by majority of the Board of Directors of the Franklin Pierce School District No. 402 at the regular meeting held on Tuesday, November 8, 2022.

BOARD OF DIRECTORS
FRANKLIN PIERCE SCHOOL DISTRICT

ATTEST:

Secretary of the Board



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Timothy Bremner, Director of College and Career Readiness
DATE: November 8, 2022
SUBJECT: Pierce County Careers Connection – Memorandum of Agreement

BACKGROUND INFORMATION

Pierce County Careers Connection is a partnership of business, labor, community, and education that meets common regional needs by preparing students to successfully advance from high school through postsecondary education. This memorandum of agreement enables students completing high school career and technical education programs to earn college equivalent credit for courses taken as part of their secondary education program.

RECOMMENDATION

I move that the Board of Directors approve the Pierce County Careers Connection – Memorandum Agreement for the 2022-2023 school year.

ACTION REQUIRED

Pierce County Careers Connection - Memorandum of Agreement

Pierce County Careers Connection is a partnership of business, labor, community, and education that meets common regional needs by preparing students to successfully advance from high school through postsecondary education into the world of work. Membership includes the following college and school district partners: Bates Technical College, Clover Park Technical College, Pierce College District, Aberdeen School District, Bethel School District, Centralia School District, Chief Leschi Schools, Clover Park School District, Eatonville School District, Elma School District, Enumclaw School District, Fife School District, Franklin Pierce School District, Hoquiam School District, Morton School District, Napavine School District, New Market Skills Center, North Beach School District, North Thurston School District, Olympia School District, Orting School District, Peninsula School District, Pierce County Skills Center, Puget Sound Skills Center, Puyallup School District, Shelton School District, Steilacoom Historical School District, Sumner-Bonney Lake School District, Tacoma Public Schools, Tri-Tech Skills Center, University Place School District, West Sound Technical Skills Center, White River School District, and Yelm Community Schools.

Dual credit articulation agreements are designed to award college credit to students who successfully complete articulated college level career and technical education courses and programs while still in high school. RCW 28B.50.531 authorizes community and technical colleges to establish agreements in collaboration with local school districts. Articulation agreements define the criteria for equivalency and the granting of credit. The following guidelines provide a framework and operational structure for colleges and school districts to facilitate the implementation of articulation through student request for college transcription.

I. Purpose

The purpose of this memorandum of agreement is to enable students completing high school career and technical education programs to earn college equivalent credit for courses taken as part of their secondary education program.

Each program covered under this agreement will have an articulation agreement signed by the college and school district designees from each participating institution. An articulation agreement is designed to provide students with a non-duplicative, coherent, sequence of progressive achievement leading to technical skill proficiency, a credential, a certificate, or a degree.

II. Provisions

Maintaining college standards is important to the overall strength of a dual credit course. In an effort to prepare students who will be educationally competitive, the same rigorous college standards will be applied to all dual credit courses irrespective of where or how the instruction is delivered. High school faculty teaching the dual credit course(s) will provide instruction to support the competencies listed in the articulation agreement.

College Partners Will:

- Establish the course requirements for college credit to be granted. Course competencies identify the academic and technical skills for each course and may include requirements such as term papers, portfolios, or industry certification exams. Students must achieve a 'C' or better grade in the course competencies to qualify for college credit.
- Identify the articulated course on the transcript as a regular college-level course. No designation will be used to indicate the course was taken while the student was in high school.
- At the discretion of the college division program chair, a student failing to make satisfactory progress in a college course or a college program of study may be required to retake a college course that the student had previously earned credit for, through the high school Tech Prep program.
- Abide by all Consortium by-laws.

District Partners Will:

- Ensure all College CTE Dual Credit articulated courses are taught by instructors who meet the WA State CTE teaching requirements or meet college partner employment criteria. WAC 131-16-095 (2)
- Ensure the high school program/courses meet the academic and technical standards established for career and technical education (CTE) state approved programs.
- Identify an administrative point of contact (principal/CTE director) to ensure instructor compliance with the articulation agreements.
- Ensure student compliance with college enrollment policy to avoid duplication of courses and credits.
- Abide by all Consortium by-laws.

Students Served: The college and school district partners will make reasonable efforts to ensure all student populations are served by the CTE Dual Credit program.

Data Collection: All partners agree to assist in the collection of data concerning student participation, student performance, and instructor participation in the CTE Dual Credit program. Data will be used to determine the success of students who receive articulated credit during high school and then transfer to college in the same or similar pathway program.

Agreement Revision/Renewal: As required by law, this memorandum of agreement will be reviewed regularly and approved annually by the lead administrators (college presidents and school district superintendents or their designee) of the educational partners. (Perkins 2006, SEC. 3)

Credit Transfer: College credits, including those awarded through CTE Dual Credit transcription, may or may not transfer to four-year institutions or other colleges outside the state's community/technical college system. It is the responsibility of the student to consult with those institutions concerning specific credit transfer and admissions requirements.

Agreement Termination: Individual school districts and/or college partners may terminate this agreement without cause by giving 90 days written notice. If the college partner(s) terminate participation in the dual credit program, the college will continue to honor college credits for students currently enrolled in articulated courses at the secondary school and registered to earn college credit at the end of the term.

II. Procedural Steps in the Agreement Process:


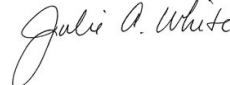
1. Students must be enrolled in an approved articulated CTE course or program of study.
2. Students must register for dual credit using Pierce County Careers Connection's registration process and specified timeline.
3. Students must register to earn credit at only one college when the same high school course is articulated at multiple colleges within the consortium.
4. Participating high school instructors will use the Pierce County Careers Connection's registration/grading process to enter grades and verify student completion of articulated courses during the specified timeline.
5. Students will receive college credit upon successful completion of the dual credit course(s) with a grade 'C' or better.
6. Students may be required to submit an application and/or registration fee.
7. Participating colleges will, upon request, post a grade to the transcript of students who have applied, registered and successfully completed designated dual credit courses. Transcripts will be made available to students.

2022-23 School Year


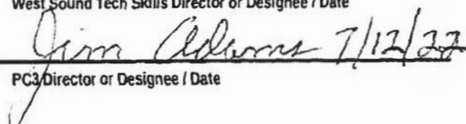
AUTHORIZING SIGNATURES

This memorandum of agreement is made for 2022-23, between Bates Technical College, Clover Park Technical College, Pierce College District, Aberdeen School District, Bethel School District, Centralia School District, Chief Leschi Schools, Clover Park School District, Eatonville School District, Elma School District, Enumclaw School District, Fife School District, Franklin Pierce School District, Hoquiam School District, Morton School District, Napavine School District, New Market Skills Center, North Beach School District, North Thurston Public Schools, Olympia School District, Orting School District, Peninsula School District, Pierce County Skills Center, Puget Sound Skills Center, Puyallup School District, Shelton School District, Steilacoom Historical School District, Sumner-Bonney Lake School District, Tacoma Public Schools, Tri-Tech Skills Center, University Place School District, West Sound Technical Skills Center, White River School District and Yelm Community Schools.

Colleges

 _____ Bates Tech, President or Designee / Date	 _____ Clover Park Tech, President or Designee / Date 7/25/22	 _____ Pierce College District, Chancellor or Designee / Date 8/1/2022
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School Districts and Skills Centers

_____ Aberdeen Superintendent or Designee / Date	 _____ Bethel Superintendent or Designee / Date 7/12/22	_____ Centralia Superintendent or Designee / Date
_____ Chief Leschi Superintendent or Designee / Date	_____ Clover Park Superintendent or Designee / Date	_____ Eatonville Superintendent or Designee / Date
_____ Elma Superintendent or Designee / Date	_____ Enumclaw Superintendent or Designee / Date	_____ Fife Superintendent or Designee / Date
_____ Franklin Pierce Superintendent or Designee / Date	_____ Hoquiam Superintendent or Designee / Date	_____ Morton Superintendent or Designee / Date
_____ Napavine Superintendent or Designee / Date	_____ New Market Skills Director or Designee / Date	_____ North Beach Superintendent or Designee / Date
_____ North Thurston Superintendent or Designee / Date	_____ Olympia Superintendent or Designee / Date	_____ Orting Superintendent or Designee / Date
_____ Peninsula Superintendent or Designee / Date	_____ Pierce County Skills Director or Designee / Date	_____ Puget Sound Skills Director or Designee / Date
_____ Puyallup Superintendent or Designee / Date	_____ Shelton Superintendent or Designee / Date	_____ Steilacoom Superintendent or Designee / Date
_____ Sumner-Bonney Lk Superintendent or Designee / Date	_____ Tacoma Superintendent or Designee / Date	_____ Tri-Tech Skills Director or Designee / Date
_____ University Place Superintendent or Designee / Date	_____ West Sound Tech Skills Director or Designee / Date	_____ White River Superintendent or Designee / Date
_____ Yelm Superintendent or Designee / Date	 _____ PC3 Director or Designee / Date 7/12/22	



Franklin Pierce Schools

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www.fpschools.org

MEMORANDUM

TO: Board of Directors
FROM: Claudia Miller, Director of Family and Community Partnerships
DATE: November 8, 2022
SUBJECT: Pierce County Human Services: Community Development Contract for Youth Services

BACKGROUND INFORMATION

These Pierce County Violence Prevention funds will be utilized to enhance services offered through the Family Resource Center and the Family & Community Partnerships Office at Franklin Pierce Schools, including distribution of resources to support students and families in crisis, community events to bring students and families together, coordinated efforts among community organizations, extended youth programming beyond the school day, and parent training opportunities.

RECOMMENDATION

I move that the Board of Directors approve the Pierce County Human Services: Community Development Contract for Youth Services.

ACTION REQUIRED



Pierce County

HUMAN SERVICES: COMMUNITY DEVELOPMENT CONTRACT FOR YOUTH SERVICES

Title: Franklin Pierce Schools**Contract Number:** SC -109671**Start Date:** 01/01/2022**End Date:** 12/31/2022**Fiscal Year:** 2022

The County reserves the right to extend this Agreement for additional periods. The decision to extend is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Contractor during the period specified in this Agreement. Notification of intent to extend Agreement for additional periods with the Contractor will occur prior to the expiration of this Agreement.

TOTAL CONTRACT FUNDING NOT TO EXCEED: \$41,850.00

Total Amount Per Fund Source — Fund sources are broken down and identified due to spending restrictions on each one.

Violence Prevention
\$41,850.00

Agency Name: Franklin Pierce School District 402**Mailing Address:** 315 129th St S, Tacoma, WA 98444**Contact Name:** Claudia Miller**Title:** Director of Family & Community Partnership**Phone:** 253-298-3036**Email:** clmiller@fpschools.org**Fiscal Contact:** Tammy Bigelow**Email:** tbigelow@fpschools.org**Agency UBI:** 278035584**Agency UEI:** N/A

Community Development Contract Team

Contract Manager: **Stephanie Bray, Social Services Supervisor** Stephanie.bray@piercecounitywa.gov
Program Contact: **Kelli O'Donnell, Community Development Specialist** kelli.odonnell@piercecounitywa.gov
Other Contact: **Bryan Barmore, Office Assistant** Bryan.barmore@piercecounitywa.gov

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, County and Contractor, mutually agree that Contractor shall provide the services and comply with the requirements set forth herein and the exhibits and attachments, incorporated by reference into this Agreement:

EXHIBITS AND ATTACHMENTS

A: Statement of Work

D: General Terms and Conditions

B: Compensation and Financial Requirements

C: Special Terms and Conditions

This Agreement, including all Exhibits and other documents incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings and representations, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter this Agreement.

Dr. Lance Goodpaster, Superintendent

Contractor Signature**Printed Name and Title****Date**
Approved "As to Legal Form Only" by
Kim Demarco, Deputy Prosecuting Attorney
Date

Gary Robinson, Finance Director

Date

Heather Moss, Human Service Department Director

Date

Bruce Dammeier, County Executive (over \$250k)

Date

EXHIBIT A – STATEMENT OF WORK

Franklin Pierce School District 402 hereinafter referred to as the “Contractor” has been granted a Subcontract by Pierce County, hereinafter referred to as the “County”, reflected by the **Total Agreement Amount** set forth herein on page one (1) of this Agreement, of Violence Prevention funds. Contractor shall use this funding to implement the Agreement requirements set forth below.

1. BACKGROUND AND PURPOSE

- 1.1. In Ordinance No. 2001-82 and Pierce County Code Sections 2.42.020 and 4.28.130 Pierce County imposed a one-tenth of one percent sales and use tax for criminal justice purposes. At least 20% of these tax revenues collected in unincorporated areas must be expended on violence prevention and prevention-related services for youth who reside in unincorporated Pierce County.
- 1.2. Pierce County's Youth Violence Prevention programs address the long-term prevention, elimination, and reduction of violent behavior(s) by or among children and youth residing in unincorporated Pierce County. The program's goals and objectives must in some direct and demonstrable manner result in the elimination or reduction of violence and violent behavior(s).

2. CONTRACTOR RESPONSIBILITIES

- 2.1. Service Delivery
 - 2.1.1. To accomplish the intent of this Agreement for Youth Violence Prevention, the Contractor shall plan, administer, and implement the Franklin Pierce Schools programs as described in the Prevention Services and Programs Project Form. Funding is to benefit unincorporated Pierce County youth served by the Contractor's program. The Franklin Pierce Schools program will:
 - 2.1.1.1. Create training opportunities with Community partners for parents/families to learn about mental health, academic support, behavioral health, social media/technology usage/anti-bullying and support groups.
 - 2.1.1.2. Organize pro-social activities for family and community members including partnering with Franklin Pierce Youth First's Annual Fun Run and Back to School events, Summer Activities, Winterfest, and other multi-generational community activities.
 - 2.1.1.3. Establish opportunities to deepen and expand community partnerships by organizing activities such as the Franklin Pierce Community Summit, a faith-based community leadership group, and other Community Based Organizations (CBO) that address the growing need in our community.
 - 2.1.1.4. Provide the Franklin Pierce School District with additional basic need resources in order to eliminate barriers to students and families fully accessing and attending school.
 - 2.1.2. As identified in Exhibit B, funding will be used for contracted services, outreach supplies and gift cards for basic needs.
- 2.2. Population Served / Eligibility
 - 2.2.1. **The Franklin Pierce Schools program** shall serve youth and their families that are residents of unincorporated Pierce County.

3. PERFORMANCE MEASURES AND REPORTING

- 3.1. Quarterly Milestones are the number of unduplicated clients from Pierce County expected to be served by quarter:

Quarterly Milestones	1st Quarter Jan-Mar	2nd Quarter Apr-Jun	3rd Quarter Jul-Sep	4th Quarter Oct-Dec	Total for 2022
Number of unduplicated persons assisted (Unincorporated Pierce County)	160	224	183	100	667

3.2. Units of Service include the following services and the Contractor agrees to report on the following number of services by quarter, per the table below:

- 3.2.1. **Franklin Pierce Schools Events** represents the number of trainings, support groups, pro-social activities, and community partnership meetings held each quarter.
- 3.2.2. **Resources Distributed** includes the number of families receiving hygiene, food, and school supplies from the Franklin Pierce Family Resource Center.

Units of Service (Duplicated)	1st Quarter Jan-Mar	2nd Quarter Apr-Jun	3rd Quarter Jul-Sep	4th Quarter Oct-Dec	Total for 2022
Franklin Pierce Schools Events	16	9	10	5	40
Resources Distributed	792	1,120	908	500	3,320

4. REPORTING AND DELIVERABLES

- 4.1. The Contractor shall provide a quarterly status report, listing progress on quarterly milestones and units of service achieved, status of the project, pertinent events and other items of interest occurring in the reporting period. The report shall be submitted within ten (10) calendar days following the end of the calendar quarter except that the final quarterly report will be due with the December reimbursement request as noted in B – Section 2. The Contractor will be provided with the Pierce County report form.

5. COUNTY RESPONSIBILITIES

- 5.1. To accomplish the intent of this Agreement, as appropriate under the circumstances, County shall:
 - 5.1.1. Conduct monitoring and assessment procedures such as:
 - 5.1.1.1. Annual monitoring and performance assessments of all services provided under this Agreement. The County shall conduct monitoring as the County considers appropriate, but within reasonable times and notice to Contractor.
 - 5.1.1.2. Monitoring and assessment activities include, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, and on-site visits by County staff or their designee, state, or federal representatives.
 - 5.1.1.3. Unless the County elects to terminate this Agreement for cause, when findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this Agreement, the County shall implement a

performance improvement plan and/or corrective action plan in collaboration with the Contractor.

- 5.1.2. Provide administrative and financial oversight and direction in accordance with established laws and regulations.
- 5.1.3. Pay, on a timely basis, all requests for payment which are eligible and appropriate for reimbursement, and which are supported by sufficient documentation.

EXHIBIT B: COMPENSATION AND FINANCIAL REQUIREMENTS

1. COMPENSATION

- 1.1. Program funding is based on the services as set forth in the Scope of Work in this Contract. The Contractor shall use all funds provided pursuant to this Contract to support only the services as described within this Contract and may not supplant other programs or fund sources.
- 1.2. Funding is contingent upon the receipt of funds from contractual Contracts between Pierce County and state government federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Contract and prior to normal completion, Pierce County will notify the Contractor per section 1.2.1. In such instances, the County may terminate the Contract, withdraw funding, or renegotiate the Contract subject to those new funding limitations and conditions. If the source of funding for this Contract is eliminated on a temporary or permanent basis, Pierce County will not be responsible for reimbursing the Contractor for any work performed after the receipt of the notification.
 - 1.2.1. Should a change in fund source occur or become necessary, the County shall notify the Contractor immediately, by issuing a formal amendment and/or written notice to the Contractor by email or formal and/or certified letter, whichever is applicable, unless the Contract is formally terminated in which the County will follow the termination process per the General Terms and Conditions (GTC). The Contractor shall keep a copy of any notices on file with the contract as the record of change.
- 1.3. Funds shall not be obligated for:
 - 1.3.1. Costs incurred prior to start date of this Contract:
 - 1.3.1.1. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could otherwise be avoided; or which is otherwise eligible of the action precipitating the order for suspension or termination is found to be acceptable to the County; or
 - 1.3.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations (e.g., RCW, WAC, CFR), or as defined in the GTC or statement of work.
 - 1.3.2.1. The Contractor shall refund to the County any payment or partial payment expended by the Contractor, Subcontractors, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.
- 1.4. The Contractor shall provide services in the most effective, efficient, and economical manner possible to establish a prudent financial management system.
- 1.5. The maximum consideration is not to exceed **\$41,850.00** (forty-one thousand, eight hundred fifty and 0/100 dollars), as shown in the funding table below. It is the responsibility of the Contractor to monitor their monthly expenses and ensure that they do not exceed the maximum consideration for the fund source(s).

Violence Prevention Budget		
Franklin Pierce School District 402 - Franklin Pierce Schools		
Payment Period: January 1, 2022, through December 31, 2022		
Service Designation/Activity	Fund Source	Total
Program Operations	County General Funds	\$41,850.00

2. REIMBURSEMENT PROCEDURE

- 2.1. Reimbursement requests shall only be for costs actually incurred per the agreed upon rate method in the table above and supported by documentation as required in the CPR. The Contractor is prohibited from submitting requests for payment in excess of actual requirements for carrying out the scope of work.
- 2.2. Reimbursements shall be requested on a Contract Payment Request (CPR) form, developed, and provided by the County as an attachment to the Contract.
 - 2.2.1. The CPR shall identify the frequency in which the Contractor shall request reimbursement. If it is agreed upon between the Contractor and the County that the frequency of the request is:
 - 2.2.1.1. **Monthly:** The Contractor shall submit the CPR within twenty-one (21) working days following the month in which the Contractor has incurred expenditures for services and costs as outlined in this Contract.
 - 2.2.2. CPRs must be accompanied by the documentation to support the amount of the request for reimbursement. The County shall not release payment until the Contractor provides all required documentation identified in the CPR or in the statement of work. The submission of incomplete or inaccurate information on the CPR may delay the reimbursement process but shall not be considered a breach of the Contract.
 - 2.2.3. CPRs must be signed with an original or electronic signature and received prior to payment.
 - 2.2.4. CPRs shall be submitted to the following email address: pcccdinv@piercecountywa.gov unless otherwise specified.
 - 2.2.5. The County reserves the rights to amend, delete, or add to the CPR form as necessary. Any revisions or changes will be provided to the Contractor in a timely manner.
- 2.3. Due to County fiscal year end and contract closeout requirements, the Contractor shall:
 - 2.3.1. Submit the final CPR for the calendar year (CY) in the month of January. The actual date will be determined and communicated to the Contractor by the County.
 - 2.3.2. When the term of the Contract ends in any month other than December, the Contractor shall submit the final billing for the Contract, based on the date determined by the County.
 - 2.3.2.1. The County will provide timely written notification, via a formal letter or an e-mail, of the submission requirements for these time frames.
 - 2.3.2.2. Failure to follow the year end and/or final CPR instructions, may result in a delayed payment or nonpayment for the given month.

EXHIBIT C – SPECIAL TERMS & CONDITIONS

- 1. Non-Segregated Facilities.** The Contractor, by signature of this Agreement, certifies that no segregated facilities are maintained and will not be maintained during the execution of this Agreement at any of Contractor's establishments.
 - 1.1. The Contractor further certifies that none of the Contractor's employees are permitted to perform their services at any location under the Contractor's control during the life of this Agreement where segregated facilities are maintained. The Contractor certifies further that they will not maintain or provide for the employees any segregated facilities at any of its establishments, and that they will not permit the employees to perform their services at any location, under his control, where segregated facilities are maintained.
 - 1.2. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.
 - 1.3. The Contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to County.
- 2. Non-collusion and Debarment.** The Contractor, also by signature of this Agreement, certifies that said firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

EXHIBIT D – GENERAL TERMS & CONDITIONS

1. **Amendments.** All amendments to this Agreement shall be in writing and approved by the County.
2. **Applicable Law and Venue.** This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event either Contractor or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Contractor and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Contractor and County shall be responsible for their own attorney's fees and costs.
3. **Assignment and Subcontracting.** No portion of this Agreement may be assigned to any other individual, firm, or entity without the prior express written approval of County.
4. **Confidentiality.** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees, and costs resulting from Contractor's breach of this provision.
5. **Close-Out.** Contractor shall submit to County at the end of the period of performance of this Agreement all financial, performance, and other reports as required by Exhibits A and B of this Agreement.
6. **Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Contractor, terminate this Agreement if it is found, after due notice and examination by County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Contractor in the procurement of, or performance of this Agreement. In the event this Agreement is terminated as provided above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a breach of this Agreement by Contractor. The rights and remedies of County provided for in this section (6) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law. The existence of facts upon which County decides under this section (6) shall be an issue and may reviewed as provided in the Dispute Resolution section (11) below.
7. **Contractor Commitments, Warranties, and Representations.** Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period, or warranties.
8. **Cooperative Purchasing.** The Washington State Interlocal Cooperative Act RCW 39.34 provides other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend, and hold harmless Pierce County per section (10) below from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

9. Data Security. Contractor agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices.

10. Defend, Hold Harmless, and Indemnity.

10.1. Contractor, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless County and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.

10.1.1. The preceding section (10.1) is valid and enforceable only to the extent of Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (1) the County or its agents or employees, and (2) the Contractor or the Contractor's agents or employees.

10.2. With respect to performance of this Agreement and as to claims against the County, its officers, agents, and employees, Contractor expressly waives its immunity under RCW 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties to this Agreement.

10.3. In addition to any other remedy authorized by law, County may retain so much of the money otherwise due Contractor as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.

10.4. No liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

10.5. Capital Projects

10.5.1. Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.

10.5.2. Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.

10.5.3. Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

11. Dispute Resolution. Differences between Contractor and County arising under this Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action may be promptly taken. Contractor and County shall meet and confer

in good faith for the purpose of reaching a mutually satisfactory resolution of the dispute within fifteen (15) days of the date delivered or mailed postage paid to the County address identified on page one (1) of this Agreement, of said request.

12. Drug-Free Workplace. Contractor shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.

13. E-Verify Participation. Contractor agrees to comply with Pierce County Code 2.106.022, as applicable, by signature of this Agreement.

14. Entire Agreement. This written Agreement represents the entire Agreement between the Contractor and County and supersedes any prior oral statements, discussions, or understandings between Contractor and County.

15. Future Non-Allocation of Funds. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services of amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by County ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

16. Independent Contractor Relationship.

16.1. The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

16.2. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

16.3. Contractor will defend, indemnify, and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees, or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

17. Insurance and Bond. The insurance coverages specified in this section (17) are required unless modified by separate addendum to this Agreement. Insurance requirements, if any, contained in the separate addendum shall take precedence over this section (17).

17.1. Throughout the life of this Agreement and any Amendments, Contractor and its consultants and subcontractors, shall at Contractor's and its consultants' and subcontractors' own expense maintain with an insurance carrier authorized or eligible in the State of Washington, at a minimum, the insurance set forth below.

17.1.1. Commercial Automobile Liability: Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.

- 17.1.2. Commercial General Liability: Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.
- 17.1.3. Professional Liability Insurance – are ☐ or are not ☒ applicable to this Agreement:
- 17.1.3.1. Errors and Omissions Insurance providing \$1,000,000.00 limit coverage, with no greater than a \$1,000.00 deductible for all liability which may be incurred during the life of this Agreement.
- 17.1.4. Either blanket Employee Dishonesty Coverage in the minimum amount \$41,850.00 OR a separate fidelity or faithful performance bond in the amount of \$10,463.00 payable to “Pierce County.” The insurance or bond shall guarantee Contractor faithfully accounts for all funds received by Contractor under this Agreement and assures that such funds received by Contractor under this Agreement are used for solely allowable and permissible purposes under this Agreement and the performance of this Agreement.
- 17.2. Contractor shall have County named as an additional insured on all required insurance policies and such insurance carried by Contractor shall be primary over any insurance carried by County.
- 17.3. Contractor shall provide a certificate of insurance and endorsements to be approved by County’s Risk Manager prior to execution of this Agreement. Contractor shall not commence work under this Agreement until all required evidence of insurance and related documentation has been obtained and approved by County’s Risk Manager.
- 17.3.1. Contractor shall ensure all certificates of insurance (COI) and endorsements are submitted to the County upon annual renewal. Failure to have valid insurance on file with the County may result in a corrective action or termination of the Agreement.
- 17.4. Contractor may comply with these insurance requirements through a program of self-insurance that meets or exceeds the limits set forth above in section (17.1). Contractor must provide County with adequate documentation of self-insurance to be approved by County’s Risk Manager prior to execution of this Agreement. Contractor shall not commence work under this Agreement until all required proof of adequate self-insurance and related documentation has been obtained and approved by County’s Risk Manager.
- 17.5. In the event of non-renewal, cancellation, or material change in self-insurance or coverage under this Agreement, Contractor shall provide County with forty-five (45) days advance notice of such event.
- 17.6. County has no obligation to pay Contractor’s insurance premiums.
- 17.7. If at any time County has reasonable grounds to believe insurance coverage and/or bond amounts for this Agreement are inadequate, County may request, in writing, that Contractor increase insurance coverage or bond amount and Contractor shall comply within fifteen (15) days of receipt of said written request from County.
- 17.8. County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

18. Licensing and Accreditation Standards. Contractor agrees to comply with all applicable federal, state, and local licensing requirements, all applicable accrediting or certification standards, and any other standards or criteria established by County to ensure quality of services, and to supply proof of said compliance upon demand.

19. No Third-Party Beneficiary. County does not intend by this Agreement to assume any contractual obligations to anyone other than Contractor, and Contractor does not intend by this Agreement to assume

any contractual obligations to anyone other than County. County and Contractor do not intend that there be any third-party beneficiary to this Agreement.

20. Non-Discrimination.

20.1. During the performance of this Agreement, Contractor shall comply with federal, state, and local laws including, but not limited to:

20.1.1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], the Civil Rights Act of 1991 [42 U.S.C. 1981].

20.1.2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.].

20.1.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.].

20.1.4. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621].

20.1.5. The Age Discrimination Act of 1975 [42 U.S.C. 6102].

20.1.6. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011].

20.1.7. Any relevant Executive Order (E.O.) issued by the President of the United States.

20.1.8. The Washington State Law Against Discrimination [Chapter 49.60 RCW].

20.1.9. Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.

20.2. Requirements of County's Equal Employment Opportunity Policy are incorporated by reference to this Agreement and include, but are not limited to, the following:

20.2.1. Contractor shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.

20.2.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, genetic information, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, Contractor may state that Contractor is an Equal Opportunity Employer, instead of using the longer qualification.

20.2.3. Contractor will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:

20.2.3.1. Deny an eligible individual any services or other benefits provided under this Agreement, or any subcontracts awarded pursuant to this Agreement.

20.2.3.2. Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement.

20.2.3.3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Contractor's facilities, or other benefits provided under this Agreement; nor

20.2.3.4. Deny any individual an opportunity to participate in any service provided by this Agreement or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (1) the types of service or the benefits to be provided; (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Contractor will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.

20.2.4. As required by Title II/III of the ADA regarding places of public accommodation, Contractor will ensure equal opportunity for individuals with disabilities to receive services. Contractor will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

21. Ownership of Items Produced. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

22. Patent/Copyright Infringement.

22.1. Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

22.1.1. That Contractor shall be notified promptly in writing by County of any notice of such claim.

22.1.2. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

23. Payment of Taxes.

23.1. The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

23.2. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Satisfactory performance of this section (23) is a condition precedent to payment by the County under this Agreement.

24. Proprietary Software. In the event Contractor accesses County's proprietary software applications to perform any work under this Agreement, Contractor shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

24.1. The use of the software application shall be restricted to employees or subcontractors.

24.2. The Contractor shall not "pirate" or reverse engineer the software application; and/or

24.3. Otherwise use the application in any way that may harm the County.

25. Recordkeeping, Reporting, Audits. Contractor shall maintain all records required by applicable federal, state, and local regulations and to demonstrate compliance with this Agreement. The public shall be granted reasonable access to all "public records" associated with this Agreement for up to three (3) years following the termination or expiration of this Agreement in accordance with, and subject to any limitations or exemptions under the Public Records Act, RCW 42.56, or any other applicable state or federal law.

26. Right to Review. This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

27. Severability. In the event any term or condition of this Agreement, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

28. Survivability. The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive.

29. Termination for Default.

29.1. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by

reason of such default.

- 29.2. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

- 30. Termination for Public Convenience.** The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
- 31. Waiver.** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by Contractor and County.
- 32. Waiver of Non-Competition.** Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.
- 33. Withholding Payment.** In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: Procedure 1430P: Audience Participation

BACKGROUND INFORMATION

Revisions to Board Procedure 1430P: Audience Participation remove the temporary language related to the COVID-19 pandemic.

RECOMMENDATION

None.

ACTION REQUIRED

None. This is an information item only.

AUDIENCE PARTICIPATION

The Franklin Pierce Board of Directors welcomes residents and their comments on educational issues at all board meetings. In order to permit fair and orderly expression, the board requests individuals to follow the appropriate procedures as follows.

Specific school questions, concerns, or problems should first be discussed with the teacher or administrator closest to the situation. If the concern or question remains unresolved, the individual may contact the superintendent's office. If the concern still remains unresolved, he/she is requested to seek an agenda location as prescribed below.

- A. Unresolved problems and complaints against individuals shall be submitted to the superintendent in writing and signed.
- B. The superintendent shall report the unresolved problems and complaints against individuals to the board.
- C. The board may call an executive session to hear specific complaints against individuals.

Under the agenda items, "Announcements and Communication – Audience/Community," residents who wish to make comment to the board will first be recognized to speak by the president.

- A. The speaker shall state his/her name and school or attendance area before making comments.
- B. Any one person's comments shall be limited to two (2) minutes unless additional time is granted by the board.
- C. The president may interrupt or terminate an individual's statement when it is too lengthy, personally directed, abusive, obscene, or irrelevant.

Individuals or groups wanting to formally place a topic on the agenda should make a request to the superintendent's office at least ten (10) days prior to the board meeting.

- A. The person making the request will be given time to present material to the board when the order of business reaches the item on the agenda.
- B. Not more than ten (10) minutes will be allotted to any one speaker, and no more than twenty (20) minutes to the subject under discussion except with the consent of the board.

Individuals with disabilities who may need a modification to participate in a meeting should contact the superintendent's office no later than three (3) days before a regular meeting and as soon as possible in advance of a special meeting so that arrangements for the modification can be made.

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: 4/27/93

Revised: 5/14/02; 5/13/08; 8/18/20; 11/08/22



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: James Hester, Deputy Superintendent
DATE: November 8, 2022
SUBJECT: Procedure 3122P: Excused and Unexcused Absences

BACKGROUND INFORMATION

Board Procedure 3122P: Excused and Unexcused Absences is being presented for an additional reading. Final revisions to this procedure include updates to the school's duties and are consistent with the language in RCW 28A.225.0020. Additional changes remove all references of "Community Truancy Board" and replace them with the term "Community Engagement Board" to be consistent with RCW 28A.225.025.

RECOMMENDATION

None.

ACTION REQUIRED

None. This is an information item only.

EXCUSED AND UNEXCUSED ABSENCES

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

Excused Absences

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

Absences due to:

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

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

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

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

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

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

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

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

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

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

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

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

Required Conference for Elementary School Students

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

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

Tiered Response System for Students Absent from Remote Learning

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

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

Unexcused Absences

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

Unexcused absences occur when:

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

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

After three unexcused absences within any month of the current school year, the school will hold a conference with the principal, student, and parent/guardian to analyze the causes of the student's absenteeism. If a regularly scheduled parent-teacher conference is scheduled to take place within thirty days of the third unexcused absence, the district may schedule the attendance conference on the same day. If the parent/guardian does not attend the scheduled conference, the school may hold the conference with the student and principal/designee. However, the school will notify the parent/guardian of the steps to eliminate or reduce the student's absences.

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

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

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

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

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

Transfers

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

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

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

Community Engagement ~~Truancy~~ Board

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

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

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

Petition to Juvenile Court

The petition will contain the following:

1. A statement that the student has unexcused absences in the current school year. While petitions must be filed if the student has seven or more unexcused absences within any month, or fifteen~~ten~~ or more unexcused absences in the current school year, a petition may be filed earlier. Unexcused absences accumulated in another school or school *district* will be counted when preparing the petition;
2. An attestation that actions taken by the school district have not been successful in substantially reducing the student’s absences from school;
3. A statement that court intervention and supervision are necessary to assist the school district to reduce the student’s absences from school;
4. A statement that RCW 28A.225.010 has been violated by the parent/guardian, student, or parent/guardian and student;
5. The student’s name, date of birth, school, address, gender, race, and ethnicity; and the names and addresses of the student’s parents/guardians, whether the student and parent/guardian are fluent in English, whether there is an existing Individual Education Program (IEP), and the student’s current academic status in school;
6. A list of all interventions that have been attempted, a copy of any previous truancy assessment completed by the student’s current school district, the history of approved best practices intervention or research-based intervention(s) previously provided to the

student by the district, and a copy of the most recent truancy information document provided to the parent/guardian; and

7. Facts that support the above allegations.

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

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

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

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

Date: 9/22/95

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



Franklin Pierce Schools

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MEMORANDUM

TO: Board of Directors
FROM: Lance Goodpaster, Superintendent
DATE: November 8, 2022
SUBJECT: Approved Out-of-State Staff Travel Requests

Travel Dates	Traveler Name(s)	Conference/Destination	Funding Source(s)
11/01/22-11/05/22	Erica Bravo	National Summit on Student Attendance & Engagement <ul style="list-style-type: none">San Antonio, TX	<ul style="list-style-type: none">ESSER Grant Funds
11/17/22-11/20/22	Takayuki Masai	ACTFL Conference <ul style="list-style-type: none">Boston, MA	<ul style="list-style-type: none">General Funds
11/17/22-11/20/22	Garlyn Wacker	National Council of Teachers of English Annual Conference <ul style="list-style-type: none">Anaheim, CA	<ul style="list-style-type: none">General Funds
11/30/22-12/02/22	Aimee Crawford, Katrina Ohlemiller	Social Thinking: Understanding the Abstract Mind <ul style="list-style-type: none">San Francisco, CA	<ul style="list-style-type: none">Special Ed Funds
2/16/23-2/19/23	Brian Olsen	Learning and the Brain <ul style="list-style-type: none">San Francisco, CA	<ul style="list-style-type: none">General Funds
4/11/23-4/16/23	Vicki Bates	White Privilege Conference <ul style="list-style-type: none">Mesa, AZ	<ul style="list-style-type: none">Title I