

Board of Directors

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

This meeting will be held in the
Franklin Pierce High School Corrigan Room
located at **11002 18th Avenue East** in Tacoma, Washington.

AGENDA

The public may attend in person, online using this Zoom webinar link –
<https://fpschools.zoom.us/j/84815427568?pwd=a3l4U3F1LzZMvMk5jaUozeFREUkYrUT09>
or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.
Webinar ID: 848 1542 7568 Password: WsRm030822

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 March 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 assure quality operations, leaders must agree on basic ways of working together. We, the Franklin Pierce Board and Superintendent, have discussed and agree to abide by these principles.

Communications, Cooperation, and Trust

- Support each other constructively and courteously
- Engage in discussions
- Be open-minded and adaptive to change
- Maintain confidentiality
- Focus discussions on issues, not personalities
- Uphold the integrity of every individual
- Involve those parties who will be affected by the decision and solution
- Strive to avoid any perception of a conflict of interest
- Communications between staff and the Board are encouraged
- Requests for information from the Superintendent which will take considerable time to prepare will come from the Board rather than an individual Board member

Effective Meetings

- Share ideas about new programs and directions with the Superintendent before making them public
- Read all materials and ask questions in advance
- Respect the majority and do not take unilateral action
- Board meetings will be for consideration, information, and actions
- Work sessions will be for discussions, deliberation, and direction
- Executive sessions will be held only when specific needs arise
- The President will communicate and enforce the audience participation protocol

Decision Making

- Clearly communicate decisions and their rationale
- Re-evaluate each major decision
- Move the question or table the question when discussion is repetitive
- The Superintendent will make recommendations on most matters before the Board
- Consider research, best practice, innovative and creative strategies, and public input in all decision making

Addressing Citizen or Staff Complaints

- Use proactive, clear, and transparent communication
- Be available to hear community concerns and encourage citizens to present their district issues, problems, or proposals to the appropriate person
- Direct all personnel complaints and criticisms to the Superintendent

Board Operations

- Attend training and networking opportunities
- The President will communicate regularly with the Superintendent and share pertinent information with the Board
- The President or designee will be the Board spokesperson
- Conduct an annual self-evaluation and promptly address specific issues that hinder Board effectiveness
- Set clear and concise goals for the Board and the Superintendent
- Emphasize planning, policy making, and public relations rather than becoming involved in the management of the schools

REGULAR MEETING OF THE BOARD OF DIRECTORS

March 8, 2022 – 7 p.m.

This meeting will be held in the
Franklin Pierce High School Corrigan Room
 located at **11002 18th Avenue East** in Tacoma, Washington.

AGENDA

The public may attend in person, online using this Zoom webinar link –
<https://fpschools.zoom.us/j/84815427568?pwd=a3l4U3F1LzMyMk5jaUozeFREUkYrUT09>
 or by phone at +1 (253) 215 8782 or +1 (346) 248 7799 or +1 (312) 626 6799.
 Webinar ID: 848 1542 7568 Password: WsRm030822

I. Call to Order

II. Flag Salute

III. Establishment of a Quorum

IV. Adoption of Agenda

V. Announcements and Communication

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

Comments are welcome and will be limited to two minutes per person. In-person attendees may sign up to comment at the check-in table upon arrival. Online Zoom attendees may deliver written comments to or schedule oral comments with the Superintendent's Office (kholtlen@fpschools.org or 253-298-3010) by 3 p.m. on March 7, 2022.

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

VI. Consent Agenda

1. Minutes: February 8, February 22, and March 1, 2022A
2. Audit of Expenditures: February 2022B
3. Personnel ActionC
4. Budget Status Reports: January 2021D

VII. New Business

1. Travel Request: Overnight Field Trip with Students – FPHS/WHS WrestlingE
2. Travel Request: Overnight Field Trip with Students – FPHS Boys Basketball..... F
3. Travel Request: Overnight Field Trip with Students – FPHS Key Club..... G
4. Travel Request: Overnight Field Trip with Students – FPHS Boys BaseballH
5. Travel Request: Overnight Field Trip with Students – FPHS Sports Medicine I
6. Travel Request: Overnight Field Trip with Students – FMS/FPHS/WHS Youth & Govt..... J
7. Out-of-Endorsement AssignmentsK
8. Conditional Teaching Assignments L
9. IUOE COVID-19 Memorandum of Understanding M
10. 22-R-01: Contract Award – FPSD Performing Arts Center ProjectN
11. 22-R-02: Intent to Construct – FPSD Performing Arts Center ProjectO
12. 22-R-03: Grant of Public Sanitary Sewer EasementP
13. 22-R-04: Temporary Construction Easement. Q
14. 22-R-05: Access Easement for Sanitary Sewers.....R
15. Right at School, LLC Services AgreementS

VIII. Proposals

1. Policy 1815: Ethical Conduct for School DirectorsT
2. Policy 1822: Training and Professional Development for Board MembersU
3. Policy 1825: Addressing School Director ViolationsV
4. Policy 2418: Waiver of High School Graduation CreditsW

IX. Information

1. Asset Preservation Program Annual Report of Building ConditionsX
2. Form 2418F: Waiver of High School Graduation CreditsY
3. Procedure 3211P: Gender-Inclusive SchoolsZ
4. Approved Out-of-State Staff Travel RequestsAA

X. Adjournment

Next Meeting: April 12, 2022

In-Person Public Meetings during the COVID-19 Pandemic

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

- All persons attending Franklin Pierce School Board meetings in person will be required to:
 - Sign in with contact tracing information including full name, phone number, email address, and residential or mailing address;*
 - Wear proper face covering at all times; and
 - Maintain six feet of physical distance from other people.
- A COVID-19 Site Supervisor will be present during each meeting to assist with safety processes. Hand sanitizer and face coverings will be available for anyone who needs them.
- All Franklin Pierce School District properties remain gun-free, smoke-free zones.
- Anyone unwilling or unable to meet these requirements will not be allowed to attend the meeting in person but they may attend remotely using Zoom webinar. Instructions for joining the meeting online are contained on the agenda.
- Public Comments during the Announcements and Communication portion of the School Board Regular Meeting:
 - In-Person Attendees: Sign up at the check-in table upon arrival at the meeting location.
 - Online Zoom Attendees: Contact Kristin Holten at kholtten@fpschools.org or 253-298-3010 by 3 p.m. the day prior to the meeting to submit written comments or receive instructions for commenting live using the Zoom webinar system.

** Contact information provided as part of the registration process is intended to assist public health authorities with contact tracing – the process of identifying and reaching out to people who may have been exposed to a person with COVID-19. Because that contact information is being provided for a public health purpose, it is not subject to disclosure under the Public Records Act (PRA). Proclamation 20-64, et seq.*

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 850 7279 9518 – (253) 215-8782 or in-person at Franklin Pierce High School Corrigan Room, 11002 18th Avenue East, Tacoma, WA 98445.

February 8, 2022

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

CALL TO ORDER

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

BOARD MEMBERS PRESENT

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

SPECIAL MEETING

The Board of Directors reviewed and discussed the following items:

1. Superintendent's Update
2. Debrief Legislative Conference and Meetings with Legislators
3. Optional Board Policies

ADJOURNMENT

There being no business to transact, the special meeting adjourned at 7:01 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 850 7279 9518 – (253) 215-8782 or in-person at Franklin Pierce High School Corrigan Room, 11002 18th Avenue East, Tacoma, WA 98445.

February 8, 2022

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

CALL TO ORDER

Dr. Mendoza called the meeting to order at 7:09 p.m.

BOARD MEMBERS PRESENT

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

AGENDA

22-M-09

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

ANNOUNCEMENTS & COMMENTS FROM THE SUPERINTENDENT

Dr. Goodpaster commented on district activities and events.

ANNOUNCEMENTS & COMMENTS FROM THE COMMUNITY

- Mr. Greg Wolf, Paraeducator at Franklin Pierce High School, commented on working in support center classrooms.
- Mr. Kevin Marshall, FPEA President, commented on the collaborative work happening across the district with hope of continued positive steps forward in the future.

ANNOUNCEMENTS & COMMENTS FROM THE BOARD

Dr. Mendoza thanked the Citizens for FP committee and the greater community for their support of Proposition No. 1 and Proposition No. 2 during the recent election.

CONSENT AGENDA

22-M-10

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

(1) Minutes

Minutes of the Board of Directors were approved for the special and regular meetings held on January 18, 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 February 8, 2022, authorized the County Treasurer to pay all warrants/transfers specified below.

	<u>Number</u>	<u>Amount</u>	<u>Date Issued</u>
General Fund – Payroll	Direct Dep/Bank Fees	\$6,031,695.74	1/31/2022
	271424-271452	\$16,300.55	1/31/2022
	271453-271487	\$2,880,095.42	1/31/2022

General Fund – A/P	A/P Direct Deposit	\$11,739.67	1/14/2022
	271356-271413	\$318,477.12	1/14/2022
	271423	\$75,757.50	1/14/2022
	A/P Direct Deposit	\$349,416.85	1/31/2022
	271488-271530	\$758,599.21	1/31/2022
Capital Projects	A/P Direct Deposit	\$24,012.32	1/14/2022
	271414-271421	\$917,499.10	1/14/2022
	A/P Direct Deposit	\$127,761.76	1/31/2022
	271531-271544	\$351,993.31	1/31/2022
ASB	A/P Direct Deposit	\$129.00	1/14/2022
	271422	\$30.00	1/14/2022
	A/P Direct Deposit	\$4,528.27	1/31/2022
	271545-271546	\$475.00	1/31/2022
Trust	A/P Direct Deposit	\$128.67	1/31/2022

(3) Personnel Action

NEW HIRES

NAME	POSITION	LOCATION	HIRE DATE
Adamson, Alyssa	Paraeducator	Brookdale	1/20/2022
Bartlett, Kara	Paraeducator	Franklin Pierce	1/20/2022
Burgess, Anissa	Teacher	Christensen	1/19/2022
Conaway, Raine	Nutrition Services Assistant I	Keithley	1/18/2022
Craig, Alyssa	Paraeducator	James Sales	2/03/2022
Dan, Dysten	Full Time Teacher - Substitute	Human Resources	1/11/2022
Gibbs, Natalie	Paraeducator	Franklin Pierce	1/31/2022
Keys, Pippi	COVID Response Assistant	PK-12	1/20/2022
Lopez Aviles, Ana Lilia	Assistant Teacher	Hewins ELC	1/31/2022
Marubayashi, Aimee	Teacher	Franklin Pierce	2/07/2022
McLean, Rory	Paraeducator	Washington	1/11/2022
Nguyen, Tuyen	Teacher	Keithley	1/18/2022
Rodahl, Teresa	Paraeducator	Ford	1/18/2022
Stoneham, Cora	Nutrition Services Assistant III	Brookdale	1/31/2022
Vazquez, Leticia	Paraeducator	James Sales	1/25/2022

TERMINATIONS

NAME	POSITION	LOCATION	EFFECTIVE DATE
Eisenhauer, Chelsey	Teacher	Keithley	2/17/2022
Knowles, Joyce	Assistant Principal	Washington	6/30/2022
Reyes Rivera, Maria	Paraeducator	James Sales	1/19/2022
Singletary, Roberto	Custodian	Washington	1/11/2022

APPOINTMENTS / PROMOTIONS / TRANSFERS

NAME	EFFECTIVE	NEW	
	DATE	POSITION & LOCATION	
Atherton, Sean	1/20/2022	Network Systems Administrator	Information Technology
Blanchet, Sarah	1/31/2022	Full Time Substitute Teacher	Human Resources
Bolle, Savannah	1/10/2022	Assistant Chief	Collins
Colvin, Benjamin	1/20/2022	Network Systems Administrator	Information Technology
Herd, Kamesha	1/31/2022	Data Coordinator	Keithley
Langford, Virgil	1/31/2022	Custodian	Washington
Spencer, Tristen	1/10/2022	Assistant Chief	Central Ave
Spencer, Maddison	1/24/2022	Custodian	Keithley
Wolf, Gregory	1/26/2022	Paraeducator	Franklin Pierce

LEAVES OF ABSENCE

NAME	POSITION / LOCATION	LEAVING	RETURNING
Tracy, Trisha	Teacher / Franklin Pierce	06/21/2022	09/01/2024

(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 December 2021.

POLICY 6220: BID OR REQUEST FOR PROPOSAL REQUIREMENTS

22-M-11

It was moved by Mr. Sablan, seconded by Mr. Nerio, and unanimously passed that the Board of Directors adopt revised Board Policy 6220: Bid or Request for Proposal Requirements.

OVERNIGHT FIELD TRIP TRAVEL REQUEST WITH FPHS AND WHS STUDENTS

22-M-12

It was moved by Mr. Nerio, seconded by Mrs. Sherman, and unanimously passed that the Board of Directors approve the 2022 Summer College Experience overnight field trip travel request with Franklin Pierce High School students and Washington High School students.

PROCEDURE 3211P: GENDER-INCLUSIVE SCHOOLS

Discussion of revised Board Procedure 3211P: Gender-Inclusive Schools was postponed until the next regular meeting of the Board of Directors.

APPROVED OUT-OF-STATE STAFF TRAVEL REQUESTS

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

ADJOURNMENT

Dr. Mendoza announced that the next regular meeting of the Board of Directors will be held on Tuesday, March 8, 2022, beginning at 7 p.m. The meeting will be held remotely or in the Franklin Pierce High School Corrigan Room depending on current public health and open public meeting regulations.

There being no further business to transact, the meeting adjourned at 7:31 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 via Zoom video webinar 826 0940 2546 – (253) 215-8782.

February 22, 2022

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

CALL TO ORDER

Dr. Mendoza called the special meeting to order at 6:05 p.m.

BOARD MEMBERS PRESENT

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

SPECIAL MEETING DISCUSSION ITEMS WITH NO ACTION

The Board of Directors reviewed and discussed the following items:

1. Superintendent's Update
2. Bid Protest: Recommendation to Award Contract for FP Performing Arts Center

RECOMMENDATION TO AWARD CONTRACT FOR FP PERFORMING ARTS CENTER

22-M-13

It was moved by Mrs. Sherman, seconded by Mr. Nerio, and unanimously passed that the Board of Directors award the contract for construction of the Franklin Pierce School District Performing Arts Center to Jones and Roberts Company of Olympia, Washington in the amount of \$14,040,000.00. This amount includes only base bid and bid alternate A-3.

ADJOURNMENT

There being no business to transact, the special meeting adjourned at 6:28 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 either via Zoom video webinar 837 8625 5190 – (253) 215-8782
or in-person in the Franklin Pierce High School Corrigan Room, 11002 18th Avenue East, Tacoma, WA 98445.

March 1, 2022

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

CALL TO ORDER

Dr. Mendoza called the special meeting to order at 6:02 p.m.

BOARD MEMBERS PRESENT

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

SPECIAL MEETING

The Board of Directors reviewed and discussed the following items:

1. Superintendent's Update
2. Proposed Board of Directors Policies: 1815, 1822, and 1825
3. Student Representatives
4. Land Acknowledgement
5. Student Discipline – Discussion postponed

ADJOURNMENT

There being no business to transact, the special meeting adjourned at 7:40 p.m.

Secretary of the Board

President of the Board

MEMORANDUM

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

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

	<u>Number</u>	<u>Amount</u>	<u>Date Issued</u>
General Fund – Payroll	Direct Dep/Bank Fees	\$6,257,922.65	2/28/2022
	271639-271673	\$21,388.48	2/28/2022
	271674-271708	\$2,886,888.33	2/28/2022
General Fund – A/P	A/P Direct Deposit	\$54,480.63	2/15/2022
	271547-271627	\$696,293.12	2/15/2022
	A/P Direct Deposit	\$402,230.26	2/28/2022
	271709-271754	\$501,704.22	2/28/2022
Capital Projects	271628-271636	\$961,536.94	2/15/2022
	A/P Direct Deposit	\$163,331.26	2/28/2022
	271755-271759	\$46,098.01	2/28/2022
ASB	A/P Direct Deposit	\$151.81	2/15/2022
	271637-271638	\$650.00	2/15/2022
	A/P Direct Deposit	\$6,620.43	2/28/2022
	271760	\$35.73	2/28/2022
Trust	A/P Direct Deposit	\$68.77	2/28/2022



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Director of Human Resources
DATE: March 8, 2022
SUBJECT: Personnel Action

NEW HIRES NAME	POSITION	LOCATION	HIRE DATE	REASON
Abler, Kayla	Full Time Substitute Teacher	Human Resources	02/15/2022	Leave Replacement
Arceneaux, Ayanna	High School Administrative Assistant	Franklin Pierce	02/28/2022	Replacement
Bell, Rachel	Paraeducator	Hewins ELC	02/07/2022	Replacement
Bucher, Jamie	Full Time Substitute Custodian	Franklin Pierce	03/01/2022	Growth
Calixto, Ashley	Public Engagement Manager	Superintendent's Office	02/15/2022	Replacement
Davis, Traci	Full Time Substitute Teacher	Human Resources	02/07/2022	Leave Replacement
Hernandez Benitez, Paula	Paraeducator	James Sales	02/28/2022	Replacement
Killingsworth, Christopher	Custodian	Franklin Pierce	02/28/2022	Replacement
Lewandoski, Alison	Temp. Paraeducator	Harvard	02/28/2022	Leave Replacement
Pearsall, Roxanne	Paraeducator	Brookdale	02/28/2022	Replacement
Pound, Hailie	Custodian	Franklin Pierce	02/01/2022	Replacement
Radonski, Angela	Student Health Services Registered Nurse	PK-12	02/28/2022	Growth
Thompson, Brandon	Custodian	Keithley	02/15/2022	Replacement
Velazquez, Jessica	Temp. Paraeducator	Christensen	02/02/2022	Temporary
Wilson, Michael	Teacher	Ford	02/03/2022	Leave Replacement
Yslas, Melissa	Paraeducator	James Sales	02/28/2022	Replacement

TERMINATIONS

NAME	POSITION	LOCATION	HIRE DATE	EFFECTIVE DATE	REASON
Angermeir, Christina	HS Financial Coordinator	Franklin Pierce	05/15/2006	01/27/2022	Resignation
Banks, Frank	Assistant Chief	Washington	06/11/2019	02/11/2022	Resignation
Baumgarten, Mark	Capital Projects Manager	Support Services	07/01/2019	03/31/2022	Retirement
Beard, Deena	Instructional Specialist	Teaching & Learning Services	08/24/2001	03/03/2022	Resignation
Colvin, Ben	Network Systems Administrator	Information Technology	02/22/2018	02/17/2022	Resignation
Desmond, Kristen	Payroll Coordinator	Payroll	09/14/2016	02/25/2022	Resignation
Dunham, Marisa	Paraeducator	Ford	02/26/2018	03/11/2022	Resignation
Esquivel Texocotitla, Marta	LPN	Collins	10/15/2018	04/01/2022	Resignation
Fisher, Marlys	Family Support Specialist	Hewins ELC	01/24/2000	08/31/2022	Retirement
Kaufmann, Lynette	ECEAP Teacher	Hewins ELC	09/10/2018	06/21/2022	Retirement
Massier, Robbi	Paraeducator	Hewins ELC	11/17/2017	01/31/2022	Resignation
Nix, Cassandra	Paraeducator	Elmhurst	08/27/2019	04/01/2022	Resignation
Walters, Leroy	Teacher	Franklin Pierce	09/01/1991	02/02/2022	Resignation

APPOINTMENTS / PROMOTIONS / TRANSFERS

NAME	PREVIOUS POSITION & LOCATION	EFFECTIVE DATE	NEW POSITION & LOCATION	REASON
Baird, Joshua	Computer Repair / Information Technology	02/09/2022	Network Specialist / Information Technology	Promotion
Jaquez, Justin	Custodian / Franklin Pierce	02/07/2022	Assistant Chief / Harvard	Promotion
Kennedy, Kayla	Assistant Chief / Keithley	02/14/2022	Assistant Chief / Washington	Promotion
Lefebvre, Jena	Office Coordinator / GATES	02/14/2022	Multimedia Tech / Washington	Reassignment
Nabors, Angelita	Paraeducator / Franklin Pierce	02/14/2022	Job Coach Paraeducator / Washington	Reassignment
Sepich-Hall, Trent	Assistant Chief / Collins	03/10/2022	Grounds Maintenance / Support Services	Reassignment
Stewart, Morgan	Paraeducator / Franklin Pierce	02/10/2022	Teacher / Franklin Pierce	Promotion



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: March 8, 2022
SUBJECT: Budget Status Reports, January 2022

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

General Fund

As of January 31, 2022, the ending fund balance was \$9,198,832. Property tax receipted was \$38,780 in January for a total revenue of \$7,065,382. Expenditures totaled \$10,387,579 with an excess of expenditures over revenue of \$3,322,197.

Capital Project Fund

As of January 31, 2022, the ending fund balance was \$25,594,793. Property tax receipted was \$6,514. Local income from interest and impact fees totaled \$58,049.

- **Expenditures:**
 - **Bond: \$998,911.80**
 - **Technology Levy: \$412,028**
 - Network Infrastructure: \$14,653
 - Security Cameras: \$4,770
 - New Computers: \$240,700
 - Wireless Access: \$11,616
 - Fiber: \$18,512
 - VOIP Charges: \$23,465
 - Other Software: \$772
 - Utilities: \$12,906
 - Bell & Clock: \$84,634

Debt Service Fund

Property tax collections in January totaled \$26,481 with an ending fund balance of \$561,870.

Associated Student Body Fund

Ending fund balance was \$440,564.

Transportation Vehicle Fund

Ending fund balance was \$956,041.

If you have any questions after reviewing these reports, please contact me for assistance. Thank you.

10--General Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2021 (September 1, 2021 - August 31, 2022)For the FRANKLIN PIERCE SCHOOLS School District for the Month of January, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 LOCAL TAXES	14,380,077	38,780.76	6,416,810.82		7,963,266.18	44.62
2000 LOCAL SUPPORT NONTAX	498,691	18,901.70	213,312.08		285,378.92	42.77
3000 STATE, GENERAL PURPOSE	75,095,502	4,340,301.84	27,378,079.08		47,717,422.92	36.46
4000 STATE, SPECIAL PURPOSE	23,833,298	1,532,043.58	8,543,190.92		15,290,107.08	35.85
5000 FEDERAL, GENERAL PURPOSE	85,000	6,198.50	18,900.50		66,099.50	22.24
6000 FEDERAL, SPECIAL PURPOSE	22,318,926	1,129,155.74	5,118,737.26		17,200,188.74	22.93
7000 REVENUES FR OTH SCH DIST	0	.00	676.15		676.15-	0.00
8000 OTHER AGENCIES AND ASSOCIATES	0	.00	125,000.00		125,000.00-	0.00
9000 OTHER FINANCING SOURCES	0	.00	.00		.00	0.00
 <u>Total REVENUES/OTHER FIN. SOURCES</u>	 136,211,494	 7,065,382.12	 47,814,706.81		 88,396,787.19	 35.10
 <u>B. EXPENDITURES</u>						
00 Regular Instruction	68,996,189	4,876,725.93	24,509,495.38	32,859,221.02	11,627,472.60	83.15
10 Federal Stimulus	453,400	563,104.34	1,251,777.71	793,734.29	1,592,112.00-	451.15
20 Special Ed Instruction	21,409,576	1,609,566.25	7,893,183.31	11,435,249.26	2,081,143.43	90.28
30 Voc. Ed Instruction	3,721,840	343,536.93	1,798,659.65	2,116,123.73	192,943.38-	105.18
40 Skills Center Instruction	0	.00	.00	0.00	.00	0.00
50+60 Compensatory Ed Instruct.	13,727,075	916,547.97	4,696,133.60	6,410,117.08	2,620,824.32	80.91
70 Other Instructional Pgms	919,238	60,343.23	319,931.68	366,196.03	233,110.29	74.64
80 Community Services	732,851	51,257.35	279,554.45	351,279.75	102,016.80	86.08
90 Support Services	30,403,496	1,966,497.36	10,897,694.04	12,432,896.71	7,072,905.25	76.74
 <u>Total EXPENDITURES</u>	 140,363,665	 10,387,579.36	 51,646,429.82	 66,764,817.87	 21,952,417.31	 84.36
 <u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>D. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES</u>						
<u>OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	4,152,171-	3,322,197.24-	3,831,723.01-		320,447.99	7.72-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 12,000,000		 13,030,555.40			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 7,847,829		 9,198,832.39			
<u>(E+F + OR - G)</u>						

20--Capital Projects-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2021 (September 1, 2021 - August 31, 2022)For the FRANKLIN PIERCE SCHOOLS School District for the Month of January, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	2,571,001	6,514.26	1,061,502.39		1,509,498.61	41.29
2000 Local Support Nontax	564,500	58,049.42	259,365.51		305,134.49	45.95
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	9,228,000	.00	.00		9,228,000.00	0.00
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>	 12,363,501	 64,563.68	 1,320,867.90		 11,042,633.10	 10.68
 <u>B. EXPENDITURES</u>						
10 Sites	0	.00	92,080.91	2,913,993.15	3,006,074.06-	0.00
20 Buildings	46,728,000	1,005,232.82	8,638,406.31	5,824,651.44	32,264,942.25	30.95
30 Equipment	4,400,000	416,501.92	2,548,090.61	2,331,558.21	479,648.82-	110.90
40 Energy	0	.00	.00	0.00	.00	0.00
50 Sales & Lease Expenditure	0	.00	.00	0.00	.00	0.00
60 Bond Issuance Expenditure	0	.00	.00	0.00	.00	0.00
90 Debt	1,100	.00	.00	950.00	150.00	86.36
 <u>Total EXPENDITURES</u>	 51,129,100	 1,421,734.74	 11,278,577.83	 11,071,152.80	 28,779,369.37	 43.71
 <u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	 0	 .00	 .00			
 <u>D. OTHER FINANCING USES (GL 535)</u>	 0	 .00	 .00			
 <u>E. EXCESS OF REVENUES/OTHER FIN. SOURCES</u>						
<u>OVER(UNDER) EXP/OTH FIN USES (A-B-C-D)</u>	38,765,599-	1,357,171.06-	9,957,709.93-		28,807,889.07	74.31-
 <u>F. TOTAL BEGINNING FUND BALANCE</u>	 42,222,687		 35,552,503.24			
 <u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	 XXXXXXXXXX		 .00			
 <u>H. TOTAL ENDING FUND BALANCE</u>	 3,457,088		 25,594,793.31			
<u>(E+F + OR - G)</u>						

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

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

	ANNUAL	ACTUAL	ACTUAL			
<u>A. REVENUES/OTHER FIN. SOURCES</u>	<u>BUDGET</u>	<u>FOR MONTH</u>	<u>FOR YEAR</u>	<u>ENCUMBRANCES</u>	<u>BALANCE</u>	<u>PERCENT</u>
1000 Local Taxes	10,277,213	26,481.71	4,107,430.16		6,169,782.84	39.97
2000 Local Support Nontax	10,000	37.33	853.13		9,146.87	8.53
3000 State, General Purpose	0	.00	.00		.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
9000 Other Financing Sources	0	.00	.00		.00	0.00
<u>Total REVENUES/OTHER FIN. SOURCES</u>	10,287,213	26,519.04	4,108,283.29		6,178,929.71	39.94
<u>B. EXPENDITURES</u>						
Matured Bond Expenditures	3,770,000	.00	3,770,000.00	0.00	.00	100.00
Interest On Bonds	5,882,700	.00	2,978,850.00	0.00	2,903,850.00	50.64
Interfund Loan Interest	0	.00	.00	0.00	.00	0.00
Bond Transfer Fees	10,000	.00	600.00	0.00	9,400.00	6.00
Arbitrage Rebate	0	.00	.00	0.00	.00	0.00
Underwriter's Fees	0	.00	.00	0.00	.00	0.00
<u>Total EXPENDITURES</u>	9,662,700	.00	6,749,450.00	0.00	2,913,250.00	69.85
<u>C. OTHER FIN. USES TRANS. OUT (GL 536)</u>	0	.00	.00			
<u>D. OTHER FINANCING USES (GL 535)</u>	0	.00	.00			
<u>E. EXCESS OF REVENUES/OTHER FIN.SOURCES</u>						
<u>OVER(UNDER) EXPENDITURES (A-B-C-D)</u>	624,513	26,519.04	2,641,166.71-		3,265,679.71-	522.92-
<u>F. TOTAL BEGINNING FUND BALANCE</u>	2,197,913		3,203,037.67			
<u>G. G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	XXXXXXXXX		.00			
<u>H. TOTAL ENDING FUND BALANCE</u>	2,822,426		561,870.96			
<u>(E+F + OR - G)</u>						

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

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

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES</u>						
1000 GENERAL STUDENT BODY	307,027	3,971.62	29,875.60		277,151.40	9.73
2000 ATHLETICS	206,700	14,715.26	60,152.83		146,547.17	29.10
3000 CLASSES	49,500	424.00	13,500.00		36,000.00	27.27
4000 CLUBS	136,300	2,492.00	14,410.98		121,889.02	10.57
6000 PRIVATE MONEYS	34,981	2,119.00	19,773.58		15,207.42	56.53
<u>Total REVENUES</u>	734,508	23,721.88	137,712.99		596,795.01	18.75
<u>B. EXPENDITURES</u>						
1000 GENERAL STUDENT BODY	320,707	678.77	21,730.23	0.00	298,976.77	6.78
2000 ATHLETICS	209,600	1,374.72	26,478.49	0.00	183,121.51	12.63
3000 CLASSES	47,600	316.96	7,439.70	0.00	40,160.30	15.63
4000 CLUBS	169,550	921.76	13,515.91	0.00	156,034.09	7.97
6000 PRIVATE MONEYS	16,500	1,785.00	9,123.60	0.00	7,376.40	55.29
<u>Total EXPENDITURES</u>	763,957	5,077.21	78,287.93	0.00	685,669.07	10.25
<u>C. EXCESS OF REVENUES</u>						
<u>OVER (UNDER) EXPENDITURES (A-B)</u>	29,449-	18,644.67	59,425.06		88,874.06	301.79-
<u>D. TOTAL BEGINNING FUND BALANCE</u>	350,000		381,139.83			
<u>E. G/L 898 PRIOR YEAR ADJUSTMENTS (+OR-)</u>	XXXXXXXXXX		.00			
<u>F. TOTAL ENDING FUND BALANCE</u>	320,551		440,564.89			
<u>C+D + OR - E)</u>						

90--Transportation Vehicle Fund-- FUND BALANCE -- AGENCY ACCOUNTS -- Revised -- BUDGET-STATUS-REPORT
Fiscal Year 2021 (September 1, 2021 - August 31, 2022)For the FRANKLIN PIERCE SCHOOLS School District for the Month of January, 2022

	ANNUAL BUDGET	ACTUAL FOR MONTH	ACTUAL FOR YEAR	ENCUMBRANCES	BALANCE	PERCENT
<u>A. REVENUES/OTHER FIN. SOURCES</u>						
1000 Local Taxes	0	.00	.00		.00	0.00
2000 Local Nontax	2,000	69.99	336.01		1,663.99	16.80
3000 State, General Purpose	0	.00	.00		.00	0.00
4000 State, Special Purpose	380,000	.00	.00		380,000.00	0.00
5000 Federal, General Purpose	0	.00	.00		.00	0.00
6000 Federal, Special Purpose	0	.00	.00		.00	0.00
8000 Other Agencies and Associates	708,126	.00	.00		708,126.00	0.00
9000 Other Financing Sources	0	.00	39,750.00		39,750.00-	0.00
A. <u>TOTAL REV/OTHER FIN.SRCS(LESS TRANS)</u>	1,090,126	69.99	40,086.01		1,050,039.99	3.68
 B. <u>9900 TRANSFERS IN FROM GF</u>	0	.00	.00		.00	0.00
 C. <u>Total REV./OTHER FIN. SOURCES</u>	1,090,126	69.99	40,086.01		1,050,039.99	3.68
 <u>D. EXPENDITURES</u>						
Type 30 Equipment	1,687,000	.00	.00	1,682,136.82	4,863.18	99.71
Type 60 Bond Levy Issuance	0	.00	.00	0.00	.00	0.00
Type 90 Debt	0	.00	.00	0.00	.00	0.00
 <u>Total EXPENDITURES</u>	1,687,000	.00	.00	1,682,136.82	4,863.18	99.71
 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>	596,874-	69.99	40,086.01		636,960.01	106.72-
 H. <u>TOTAL BEGINNING FUND BALANCE</u>	915,694		915,955.56			
 I. <u>G/L 898 PRIOR YEAR ADJUSTMENTS(+OR-)</u>	XXXXXXXXX		.00			
 J. <u>TOTAL ENDING FUND BALANCE</u>	318,820		956,041.57			
<u>(G+H + OR - I)</u>						



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: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 2022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: Franklin Pierce High School / Washington High School Wrestling

Destination: Sequim, WA

Purpose: Sub District Wrestling 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. This procedure also states that travel request timelines for WIAA tournament participation will be waived. Arrangements are to be made as soon as eligibility is known. When a travel request for an overnight field trip with students requires expedited approval within the normal two-week timeline due to special circumstances or unanticipated events, the superintendent is authorized to approve such request on behalf of the Board and will submit the travel request at the next Board meeting. Such circumstances and events include student groups qualifying for state, regional, or national competitions.

RECOMMENDATION

I move that the Board of Directors approve the overnight field trip travel request with Franklin Pierce High School students and Washington High School students for the sub district wrestling tournament.

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: 2/2/22

School: Washington High School/Franklin Pierce High School

Name of Teacher/Advisor/Travelers: Chanda Hanson/Breanna Spracklin

Class/Group: Wrestling

How many students will be attending?: 9

How many adults will provide supervision? 2

Conference Name/Activity: Sub District Wrestling Tournament

Destination (City, State): Sequim, WA

Departure Date: 2/4/22

Departure Time: After school

Return Date: 2/5/22

Estimated Return Time: 9:00pm

Method of Transportation: One van for each school

Educational Objective(s): Compete in the sub district wrestling tournament. Weigh in's for this tournament are at 8:00 a.m. forcing them to leave at 4:30 a.m. Better for all to spend the night.

Describe activities planned for trip: Compete for entry into state tournament.

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	\$ _____	_____
Procurement Card	Registration Fee	\$ _____	0133 28 8585 7200 7200 0000 1
	Lodging	\$ 700	_____
	Transportation	\$ 400	District vans
	Other	\$ 350	Food for students
Reimbursement	Mileage	\$ _____	_____
	Meals	\$ _____	_____
	TOTAL	\$ 1450	_____

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

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

MEMORANDUM

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

BACKGROUND INFORMATION

Group: Franklin Pierce High School Boys Basketball

Destination: Yakima, WA

Purpose: 2A WIAA State Championship

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. This procedure also states that travel request timelines for WIAA tournament participation will be waived. Arrangements are to be made as soon as eligibility is known. When a travel request for an overnight field trip with students requires expedited approval within the normal two-week timeline due to special circumstances or unanticipated events, the superintendent is authorized to approve such request on behalf of the Board and will submit the travel request at the next Board meeting. Such circumstances and events include student groups qualifying for state, regional, or national competitions.

RECOMMENDATION

I move that the Board of Directors approve the overnight field trip travel request with Franklin Pierce High School students for the 2A WIAA Boys Basketball State Championship.

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: 3/1/22

School: Franklin Pierce High School

Name of Teacher/Advisor/Travelers: John Barbee and assistant coaches

Class/Group: FPHS Boys Basketball

How many students will be attending?: 14

How many adults will provide supervision? 4

Conference Name/Activity: 2A WIAA State Championships

Destination (City, State): Yakima, WA

Departure Date: 3/1/22

Departure Time: 9:00 a.m.

Return Date: TBD based on wins

Estimated Return Time: 7:00 p.m.

Method of Transportation: School bus

Educational Objective(s): Play in the state basketball games. Winner to continue, loser out.

This trip could be 1 night or 3 nights depending on win/lose record.

Describe activities planned for trip: State championship games

ESTIMATED TRAVEL COSTS

		Cost	Funding Source	Comments:
Payroll	Substitutes	\$ _____	_____	
Procurement Card	Registration Fee	\$ _____	_____	
	Lodging	\$ <u>1000</u>	<u>0133 28 8585 7200 7200</u>	
	Transportation	\$ <u>1000</u>	<u>0105 28 0750 2600 7200</u>	
	Other	\$ _____	_____	
Reimbursement	Mileage	\$ _____	_____	
	Meals	\$ <u>800</u>	<u>0133 28 8585 7200 7200</u>	
	TOTAL	\$ <u>2800</u>	_____	

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



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: Franklin Pierce High School Key Club
Destination: Portland, OR
Purpose: PNW District Convention

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 Key Club overnight field trip travel request with Franklin Pierce High School students.

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: 2/28/2022

School: Franklin Pierce High School

Name of Teacher/Advisor/Travelers: Students: Victoria Plom; Landon Hulser

Class/Group: Key Club

How many students will be attending?: 2

How many adults will provide supervision? PNW Key Club District Convention staff will be at the event.

Conference Name/Activity: PNW Key Club District Convention (DCON)

Destination (City, State): Portland, OR

Departure Date: 3/16/2022

Departure Time: 4 p.m.

Return Date: 3/20/2022

Estimated Return Time: 4 p.m.

Method of Transportation: Private vehicle; traveling with PNW District Administrator

Educational Objective(s): Students will build leadership and networking skills.

Describe activities planned for trip: Students will attend convention workshops & conferences and will perform duties related to their division leadership positions in the PNW District.

ESTIMATED TRAVEL COSTS

		Cost	Funding Source	Comments: Students are PNW District Division 35 incoming & outgoing Lt. Governors. They are attending in person as PNW District officers. They will be supervised by Nancy Henderson, PNW District Area Administrator for Divisions 34 & 35. (Other attending Key Club members are participating virtually.)
Payroll	Substitutes	\$ _____	_____	
Procurement Card	Registration Fee	\$ <u>590.00</u>	<u>Key Club (ASB)</u>	
	Lodging	\$ _____	_____	
	Transportation	\$ _____	_____	
	Other	\$ _____	_____	
Reimbursement	Mileage	\$ _____	_____	
	Meals	\$ _____	_____	
	TOTAL	\$ <u>590.00</u>	_____	

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



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: Franklin Pierce High School Boys Baseball

Destination: Vancouver, WA

Purpose: Non-League Baseball Games and Team Building

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 Boys Baseball overnight field trip travel request with Franklin Pierce High School students.

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: 3/1/22

School: Franklin Pierce High School

Name of Teacher/Advisor/Travelers: Nick Aloisio and assistant coaches

Class/Group: FPHS Boys Baseball team

How many students will be attending?: 35-40

How many adults will provide supervision? 6-8

Conference Name/Activity: 2 varsity games and 2 JV games vs Seton Catholic and King's Way Christian

Destination (City, State): Vancouver, WA

Departure Date: March 18, 2022

Departure Time: 11:00 a.m.

Return Date: March 19, 2022

Estimated Return Time: 7:00 p.m.

Method of Transportation: School bus

Educational Objective(s): Play non-league games and team bonding

Describe activities planned for trip: Baseball games and team building

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	\$ _____	_____
Procurement Card	Registration Fee	\$ _____	_____
	Lodging	\$ 1000	FP Booster Club
	Transportation	\$ 1500	0105-28-0750-2600-7200-1
	Other	\$ _____	_____
Reimbursement	Mileage	\$ _____	_____
	Meals	\$ 800	FP Booster Club
	TOTAL	\$ 3300	_____

Comments:

The baseball team has earned money through fundraising efforts that will cover the cost of the trip.

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

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

MEMORANDUM

TO: Board of Directors
FROM: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: Franklin Pierce High School Sports Medicine Club

Destination: Tacoma, WA

Purpose: WA Career & Technical Sports Medicine Association State Symposium and Competition

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 Sports Medicine Club overnight field trip travel request with Franklin Pierce High School students.

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: February 4, 2022

School: Franklin Pierce High School

Name of Teacher/Advisor/Travelers: Tiffany Disney

Class/Group: FPHS Sports Medicine Club

How many students will be attending?: 20

How many adults will provide supervision? 2

Conference Name/Activity: WA Career & Technical Sports Medicine Assoc. State Symposium and Competition

Destination (City, State): Tacoma, WA

Departure Date: April 22, 2022

Departure Time: 7:30 a.m.

Return Date: April 23, 2022

Estimated Return Time: 6:30 p.m.

Method of Transportation: School bus

Educational Objective(s): Students will participate in leadership activities, learn more about medical careers and medical issues, and interact and compete with other students in the state of Washington (WCTSMA CTSO).

Describe activities planned for trip: Leadership symposium, medical competitions and team activities. Even though it is a local field trip, the organization needs schools to stay in the hotel for the event.

ESTIMATED TRAVEL COSTS

		Cost	Funding Source	Comments:
Payroll	Substitutes	\$ <u>360.00</u>	<u>CTE</u>	
Procurement Card	Registration Fee	\$ <u>350.00</u>	<u>Fundraising</u>	
	Lodging	\$ <u>2800.00</u>	<u>Fundraising and CTE</u>	
	Transportation	\$ <u>200.00</u>	<u>Athletics</u>	
	Other	\$ _____	_____	
Reimbursement	Mileage	\$ _____	_____	
	Meals	\$ _____	_____	
	TOTAL	\$ <u>3710.00</u>	_____	

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



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 022
SUBJECT: Travel Request: Overnight Field Trip with Students

BACKGROUND INFORMATION

Group: FMS / FPHS / WHS Youth and Government
Destination: Olympia, WA
Purpose: 75th YMCA Youth Legislature Event

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 YMCA Youth Legislature overnight field trip travel requests with students from Ford Middle School, Franklin Pierce High School, and Washington High School.

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: 2/21/22

School: Franklin Pierce High School & Washington High School

Name of Teacher/Advisor/Travelers: Don Brevik (YMCA Center for Community Impact Branch)

Class/Group: YMCA Youth and Government Club

How many students will be attending?: 11 (7 from Franklin Pierce and 4 from Washington)

How many adults will provide supervision? 3

Conference Name/Activity: 75th YMCA Youth Legislature

Destination (City, State): Olympia, WA

Departure Date: May 4, 2022

Departure Time: 8:30 a.m. from the Morgan Family YMCA

Return Date: May 7, 2022

Estimated Return Time: 2:30 p.m. to the Morgan Family YMCA

Method of Transportation: Chartered buses

Educational Objective(s): Students explore the meaning of civics and democracy by assuming the roles of various elected state officials; research/debate policy solutions to community problems. Students learn/practice tolerance, understanding and peer mentorship while putting to use real-world skills for a lifetime of civic involvement.

Describe activities planned for trip: Students will take on one of the roles of the legislative/executive branches

while at our state capitol and debate pieces of legislation written by students at the 75th YMCA Youth Legislature.

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:

There is no cost the high school/district will be responsible for. The YMCA Youth and Government club is run through the Y and all fees for the program are paid by the student/parent directly to the Y and the Y pays the Youth and Government state office directly for the students who are registered.

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

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: 3/2/2022

School: Ford Middle School

Name of Teacher/Advisor/Travelers: Kaylin Aponte, Nancy Lovin, Brandon Feist

Class/Group: 8th Grade Humanities

How many students will be attending?: 38

How many adults will provide supervision? 7

Conference Name/Activity: Washington State YMCA & Government Field Trip

Destination (City, State): Olympia, WA

Departure Date: May 5, 2022

Departure Time: 8:30 a.m.

Return Date: May 7, 2022

Estimated Return Time: 4:30 p.m.

Method of Transportation: District School Bus, YMCA Bus to/from Capital Building & Hotel

Educational Objective(s): Citizen responsibility, social competence, problem solving, communication skills, applying ethical values and practicing democracy

Describe activities planned for trip: Bill presentation and debate, Capital tour, 75th Annual Y&G Opening

Ceremony, Governors Ball, Voting/lobbying

ESTIMATED TRAVEL COSTS

		Cost	Funding Source
Payroll	Substitutes	\$ <u>1,200</u>	<u>5214 27 2154 8600 8600 (Title IV)</u>
Procurement Card	Registration Fee	\$ <u>16,914</u>	<u>5214 27 7330 8600 8600 (Title IV)</u>
	Lodging	\$ _____	_____
	Transportation	\$ <u>290</u>	<u>0100 27 0750 7000 (Title IV)</u>
	Other	\$ <u>1,900</u>	_____
Reimbursement	Mileage	\$ _____	_____
	Meals	\$ _____	_____
	TOTAL	\$ <u>20,304</u>	_____

Comments:
 *Other – supplies
 *Reg. covers lodging

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

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

MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Director of Human Resources
DATE: March 8, 2022
SUBJECT: Out-of-Endorsement Assignments

BACKGROUND INFORMATION

WAC 181-82-105 states that a classroom teacher should be assigned to teach classes for which course codes match the teacher's endorsement. Our district is challenged to recruit and assign teachers to courses that match their endorsement(s). Consistent with WAC 181-82-110, the district requests school board approval to assign the following teachers to instruct a class other than in their area of endorsement:

Robert Joyner	Currently endorsed in ELA and History, he will teach courses that require an endorsement in Instrumental Music.
Chance Las Dulce	Currently endorsed in Social Studies, he will teach courses that require an endorsement in ELA.
Tuyen Nguyen	Currently endorsed in Mathematics, she will teach courses that require an endorsement in Science.

As required by law, the district will provide planning and study time for these teachers. During the 2021-2022 school year, these teachers will either earn the additional endorsement or be reassigned the following school year to teach courses that match their endorsement.

RECOMMENDATION

I move that the Board of Directors approve the assignment of Robert Joyner to teach Guitar at Franklin Pierce High School, Chance Las Dulce to teach English Language Arts at Washington High School, and Tuyen Nguyen to teach Math and Science at Keithley Middle School.

ACTION REQUIRED



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Director of Human Resources
DATE: March 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 two 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.

Emmanuel Bofa	High School Teacher at Franklin Pierce	Conditional Certificate in PE
Morgan Stewart	High School Teacher at Franklin Pierce	Conditional Certificate in ELL

RECOMMENDATION

I move that the Board of Directors approve the request to grant conditional teaching certificates for Emmanuel Bofa and Morgan Stewart.

ACTION REQUIRED



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: Brandy Marshall, Director of Human Resources
DATE: March 8, 2022
SUBJECT: 2021-2022 IUOE COVID-19 Memorandum of Understanding

BACKGROUND INFORMATION

The Franklin Pierce School District has agreed to the attached memorandum of understanding with the International Union of Operating Engineers Local 302 Franklin Pierce Custodians related to the continuing COVID-19 outbreak. This agreement clarifies overtime incentives, event coverage, custodial classroom/COVID support, and use of COVID-19 leave during the 2021-2022 school year.

RECOMMENDATION

I move that the Board of Directors approve the 2021-2022 Memorandum of Understanding between Franklin Pierce School District and International Union of Operating Engineers Local 302 Franklin Pierce Custodians.

ACTION REQUIRED

Memorandum of Understanding
Between Franklin Pierce School District

And

International Union of Operating Engineers Local 302 Franklin Pierce Custodians

Whereas COVID-19 continues to create a public health emergency which requires a high standard of cleaning and sanitation protocols, and which has led to staffing issues within the custodial unit. To address staffing concerns and maintain a high level of custodial service, the Parties agree to the following:

I. Overtime Incentive:

- A. Custodians will be paid two (2) times the normal rate of pay for all overtime hours worked beyond the first four (4) hours worked in a week starting on Monday. This will include all overtime worked during weekend and Holiday events. Hours worked for this provision does not include 2-hour callouts as defined in Article V of the CBA.
- B. Maintenance employees will be allowed to perform custodial work when no custodial coverage is available

II. Event Coverage:

- A. If no custodial or maintenance employees are available to provide coverage for a weekend or Holiday event, the event will be cancelled.
- B. Weekly coordination meetings shall be held on Friday afternoons with the following attendees: Executive Director of Support Services and the directors from Operations and Maintenance, Transportation and Athletics to determine available custodial or maintenance coverage for extracurricular activities and events, to consider preemptive cancellations, including SPYA events.
- C. The Director of Support Services may work these events in lieu of cancellation.

III. Custodial Classroom/COVID Support:

- A. Building Administrators and staff have been asked to provide the following support:
 - Providing Purell Surface Sanitizer in each classroom for easy teacher access when sanitizing desks, chairs, tables, countertops, etc. All chemical products shall be under staff control at all times, with the exception of the soapy water spray bottles used with students throughout the student day.
 - Ensuring classroom chairs are placed on top of desks after sanitization for faster vacuuming of classrooms.
 - Encourage teachers to help as much as possible in keeping classrooms custodial friendly.

- Having roll away trash cans in hallways near end of day for staff to easily dispose of classroom/office waste before custodial collection.
- Minimizing the amount of weekend and evening activities within our school sites.
- All District employees are responsible to ensure their work-spaces remain clean and ready for use.
- All staff shall receive updates on COVID 19 health, safety, and cleaning protocols including information on where to direct any questions when appropriate.

IV. COVID-19 Leave:

- A. Positive TEST: Employees diagnosed with a positive COVID-19 test, or experiencing symptoms and seeking a medical diagnosis, may not work at a District site until medically cleared or until the end of the quarantine or isolation period recommended by public health authorities. Such employees who apply for and receive time loss from Worker's Compensation due to presumed workplace exposure will receive paid COVID leave for the difference between time loss and their regular pay for up to ten (10) days.
- B. Quarantine: Employees who are required to quarantine as a result of a workplace exposure (as determined by contact tracing in collaboration with Tacoma-Pierce County Health Department) but who do not contract COVID and therefore are not eligible for Worker's Compensation, shall have access to paid COVID leave for the duration of their directed quarantine, not to exceed 10 total paid days per occurrence, not to be deducted from sick or personal leave. Employees will have access to such leave for each occurrence in which they are directed to quarantine, provided that the employee seeks COVID testing within the window advised by health officials and submits the results promptly to the District once received. When a determination is not possible by the TPCHD the employee may submit a District Declaration Form asserting that the exposure was in connection with their assignment and will be granted paid COVID Leave.
- C. In the event that a custodian is ordered to quarantine/isolate by the District. The Director of Support Services, or designee, may request that the custodian complete duties from home, if the custodian is able/willing. The scope of work and hours would be documented and submitted to the Director of Support Services for verification. The intent of this work is to mitigate the impact of the absence on the site. Most custodial positions require an in-building presence and therefore may have a limited capacity or no capacity for work to be completed from home.

V. Duration:

This MOU shall remain in effect throughout the 2021-2022 school year. Section IV above will be applied retroactively to the start of the school year; all other sections are in

effect from the date signed below. All terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect unless specifically modified by this MOU. If custodial staffing issues continue into the 2022-2023 school year, this MOU may be renewed by mutual agreement of the Parties:

Brandy Marshall

For the District: Brandy Marshall

2/28/2022

Date:

Jose Morand

For the Union:

2-24-2022

Date:



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: Robin Heinrichs, Executive Director of Support Services
DATE: March 8, 2022
SUBJECT: Resolution 22-R-01: Contract Award –
Franklin Pierce School District Performing Arts Center Project

BACKGROUND INFORMATION

The District has applied to the Office of the Superintendent of Public Instruction (OSPI) under the School Construction Assistance Program (SCAP) for funds amounting to \$1,969,662.85 to assist in the cost of construction of the District's Performing Arts Center (PAC). OSPI requires certain documentation to be filed as part of the application for funding under the SCAP program. This resolution is one of the required documents.

RECOMMENDATION

I move that the Board of Directors adopt Resolution 22-R-01: Contract Award for the Franklin Pierce School District Performing Arts Center Project.

ACTION REQUIRED



Franklin Pierce Schools

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

RESOLUTION 22-R-01
CONTRACT AWARD –
FRANKLIN PIERCE SCHOOL DISTRICT PERFORMING ARTS CENTER PROJECT

WHEREAS, Franklin Pierce School District No. 402 (the "District"), Pierce County, Washington, has designated the construction of a District Performing Arts Center as one of the projects to be accomplished under the 2016 Bond; and

WHEREAS, competitive bids for the project from eight firms were opened on February 17, 2022 when the bid from Jones and Roberts Company was determined to be the lowest responsible bid;

THEREFORE, BE IT RESOLVED that for purpose of compliance with WAC 392-344-110, the Franklin Pierce School District Board of Directors recommends award of the contract for the construction of the Franklin Pierce School District Performing Arts Center to Jones and Roberts Company, of Olympia, WA as follows:

Base Bid:	\$14,025,000.00
Bid Alternative A-3 Leak Detection:	<u>\$15,000.00</u>
Total Award:	\$14,040,000.00

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

BOARD OF DIRECTORS
FRANKLIN PIERCE SCHOOL DISTRICT

ATTEST:

Secretary of the Board

Engage Their Minds



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: Robin Heinrichs, Executive Director of Support Services
DATE: March 8, 2022
SUBJECT: Resolution 22-R-02: Intent to Construct –
Franklin Pierce School District Performing Arts Center Project

BACKGROUND INFORMATION

The District has applied to the Office of the Superintendent of Public Instruction (OSPI) under the School Construction Assistance Program (SCAP) for funds amounting to \$1,969,662.85 to assist in the cost of construction of the District's Performing Arts Center (PAC). OSPI requires certain documentation to be filed as part of the application for funding under the SCAP program. This resolution is one of the required documents.

RECOMMENDATION

I move that the Board of Directors adopt Resolution 22-R-02: Intent to Construct the Franklin Pierce School District Performing Arts Center Project.

ACTION REQUIRED



Franklin Pierce Schools

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

RESOLUTION 22-R-02
INTENT TO CONSTRUCT –
FRANKLIN PIERCE SCHOOL DISTRICT PERFORMING ARTS CENTER PROJECT

WHEREAS, Franklin Pierce School District No. 402 (the "District"), Pierce County, Washington, has designated the construction of a District Performing Arts Center as one of the projects to be accomplished under the 2016 Bond; and

WHEREAS, taxpayers of the school district approved the bond in November of 2016 providing funding for the construction of the Franklin Pierce School District Performing Arts Center;

THEREFORE, BE IT RESOLVED that the Franklin Pierce School District Board of Directors does hereby certify that the construction of the Franklin Pierce School District Performing Arts Center will be completed for the purpose of which state funding assistance is being provided, as required by WAC 392-344-130.

Adopted by majority of the Board of Directors of the Franklin Pierce School District No. 402 at the regular meeting held on Tuesday, March 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: Robin Heinrichs, Executive Director of Support Services
DATE: March 8, 2022
SUBJECT: Resolution 22-R-03: Grant of Public Sanitary Sewer Easement

BACKGROUND INFORMATION

Pierce County Sewer Department is in the process of constructing a sewer interceptor line needed to provide for the anticipated 100-year utility requirements for the county. The next step in their planning is to acquire necessary easements and agreements to construct Phase 4 of the project. A segment of Phase 4 is planned to run through a portion of the Keithley Middle School and Washington High School properties.

District staff has reviewed the planned routing and depth of construction and finds that it does not unduly restrict anticipated development of the campuses since it aligns with existing utility easements or established vehicular access routes. The District's independent appraisal confirms the value of compensation being offered by the county for these permanent easements. Pierce County's offer to purchase the easement property and the independent appraisals of this land are included for your reference.

The easement documents have been revised based upon input from the District's attorney to safeguard the interests of school operations from construction and maintenance activities.

RECOMMENDATION

I move that the Board of Directors adopt Resolution 22-R-03: Grant of Public Sanitary Sewer Easement.

ACTION REQUIRED

December 28, 2021

Franklin Pierce School District
ATTN: Robin Heinrichs
315 129th Street South
Tacoma, WA 98444

Re: Parkland Brookdale Sewer Interceptor Phase 4
Parcels: 0319083014, 0319083006, & 9175000280

Mr. Heinrichs:

Pierce County Sewer Division is proceeding with the above-referenced county sewer project. As part of this project, certain property or property rights need to be acquired from you as identified on the enclosed easement exhibits. Pierce County offers to purchase said property for the amount stated below:

Easements:

Permanent Sewer 52,469 SF (m/l)	\$105,686.00
7 Year Temporary Construction 52,970 SF (m/l)	\$47,800.00
<u>Permanent Access 13,970 SF (m/l)</u>	<u>\$8,864.00</u>

Total Amount

\$162,350.00

Your property has been examined by a Washington State Certified Appraiser and qualified Review Appraiser who have carefully considered all the elements that contribute to the market value of your property. By law, they must disregard any general increase or decrease in value caused by the project itself.

If you employ professional services to evaluate this offer, the County will reimburse you up to \$750 of your evaluation costs. Claims for reimbursement will be paid at the time of final settlement upon submission of an invoice or paid receipt.

Once Pierce County receives signed documents, the closing process begins. Closing can take up to several months depending on the complexity of the transaction and the number of encumbrances on the title, such as a mortgage. The date on which payment is made available to you is called the "date of closing." On that date, the County becomes the owner of the

easements purchased.

Please feel free to contact me directly at (253) 798-4113, or at seth.fisher@piercecountywa.gov, to discuss the offer further or address additional questions you may have. Additional information about this road project can be found on our website at: <https://www.piercecountywa.gov/7265/Parkland-Brookdale-Interceptor-Phase-3>.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seth Fisher", with a stylized flourish at the end.

Seth Fisher
Right-of-Way Agent

Enclosures

cc: File

Receipt of this letter is hereby acknowledged:

Owner

Date

(Signature above does not mean acceptance of offer.)

Local Agency Certification of Value

Certificate of Value Number: [Click here to enter text.](#)

Parcel Number: 9175000280, 0319083006 and 3100001460

Owner: Franklin Pierce School District #402

Federal Aid Number: N/A

Project: Parkland /Brookdale Interceptor Phase 3

Map Sheet 1 of 1 sheets

Map Approval Date: N/A

Date of last map revision: N/A

To: Robin Heinrichs

From: Franklin Pierce School District

The following appraisals have been made on subject property:

Appraiser	Date of Valuation	Before Value	After Value	Value Difference	Appraiser's Taking	Allocation Damages
Barbro Hines, MAI, SRA SH&H Valuation and Consulting	June 21, 2021	\$ 2,560,000	\$ 2,470,200	\$ 89,800	\$ 89,800	0

The following determinations of value have been made on the subject property:

Reviewer	Date of Valuation	Appraiser	Prior DV	DV Amount
Richard E. Pinkley GPA Valuation	June 21, 2021	Barbro Hines, MAI, SRA SH&H Valuation and Consulting	N/A	\$ 89,800

Reviewer's inspection and analysis: The subject is residential zoned land with a combined larger parcel size of 881,614 square feet developed with a public school. The three parcels developed together are properly considered as the larger parcel.

A narrative appraisal report is reviewed. I am qualified by education and experience to perform this appraisal review competently. I inspected the subject and the sales on 2/18/2022.

The appraisal problem is to estimate the fee simple acquisition easement rights.

Describe subject briefly: A public middle school improvement on a relatively large site. H&B use is as currently improved. Access is from the street frontages.

Describe acquisition: Partial acquisition of easement rights.

Discuss sales, including range of values and concurrence with appraiser: The appraiser used 7 comparable sales ranging from \$20,852 to \$50,000 per planned unit. After substantial adjustments for market conditions (time) the adjusted range is \$30,333 to \$65,750 per unit. Following qualitative adjustments, the appraiser concluded that sales L-1 and L-2 were the best indicators and concluded \$32,000 per unit X 80 units, indicating "Before" land value of \$2,560,000 from the Sales Comparison Approach. I concur with this value estimate. The Income Approach and Cost Approach were not developed, which is appropriate.

Describe Remainder briefly: The Remainder property is not reduced in size as the acquisition is limited to easement rights. The appraiser determined, through application of the Sales Comparison Approach to the Remainder, that there are no damages resulting from the acquisition. Field grass and asphalt in the area of acquisition is to be replaced as part of the project. The appraiser determined that there are no damages to the remainder property.

The Remainder property was valued based on the "Before" value of \$2,560,000 less a 22,349 SF permanent easement at a value of \$61,651, less a 10,225 SF access easement at a value of \$7,423 and less a 22,370 SF temporary construction easement at a value of \$20,725. The TCE was discounted for a period of 5 years. I concur with these value estimates.

Please note that the appraiser was asked by the client to provide "Alternative Temporary Construction Easement Scenarios" These are alternatives to the primary valuation which considers the temporary easement for 5 years. The two alternatives value the temporary easement for 7 and 10 year periods. I concur with the total 7 year acquisition value at \$96,775 and the 10 year acquisition value at \$106,174.

Allocation:

Acquisition:

Partial; Acquisition: \$ 89,800

Damages: \$ 0

Special Benefits: \$ 0

Total Compensation: \$ 89,800

The market data is adequate and appropriate. In general, the appraisal uses the correct methods and techniques. The market conclusions are reasonable and fit the evidence. The cost approach was not applied. This review is subject to the "SALIENT INFORMATION" and "ASSUMPTIONS AND LIMITING CONDITIONS" statements made by the appraiser.

Reviewer's Determination of Value (This Review):	Reviewer's allocation of just compensation:
Value Before Acquisition: \$ 2,560,000	Acquisition: \$ 89,800
Value After Acquisition: \$ 2,470,200	Damages: \$ 0
Just Compensation: \$ 89,800	As Of 06/21/2021

I, the review appraiser, certify that, to the best of my knowledge and belief:

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.

5. I have made the appraisal review and prepared this report in conformity with the Uniform Appraisal Standards for Federal Land Acquisition.
6. I have made the appraisal review and prepared this report in conformity with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions.
7. I did personally inspect the subject property of the report under review.
8. No person provided significant professional assistance to the person signing this review report.

Local Agency Certification of Value

Certificate of Value Number: [Click here to enter text.](#)

Parcel Number: 0319083014, 9265006740 & 9175000251

Owner: Franklin Pierce School District #402

Federal Aid Number: N/A

Project: N/A

To: Robin Heinrichs

Map Sheet N/A of N/A sheets

From: Franklin Pierce School District

Map Approval Date: N/A

Date of last map revision: N/A

The following appraisals have been made on subject property:

Appraiser	Date of Valuation	Before Value	After Value	Value Difference	Appraiser's Taking	Allocation Damages
Barbro Hines, MAI, SRA SH&H Valuation and Consulting	June 21, 2021	\$ 2,142,000	\$ 2,081,400	\$ 60,600	\$ 60,600	0

The following prior determinations of value have been made on the subject property:

Reviewer	Date of Valuation	Appraiser	Prior DV	DV Amount
Richard E. Pinkley GPA Valuation	June 21, 2021	Barbro Hines, MAI, SRA SH&H Valuation and Consulting	N/A	\$ 60,600

Reviewer's inspection and analysis: The subject is residential zoned land with a combined larger parcel size of 1,391,875 square feet developed with a public school. The three parcels developed together are properly considered as the larger parcel.

A narrative appraisal report is reviewed. I am qualified by education and experience to perform this appraisal review competently. I inspected the subject and the sales on 2/18/2022.

The appraisal problem is to estimate the fee simple acquisition easement rights.

Describe subject briefly: A public high school improvement on a relatively large site. H&B use is as currently improved. Access is from the street frontages.

Describe acquisition: Partial acquisition of easement rights.

Discuss sales, including range of values and concurrence with appraiser: The appraiser used 7 comparable sales ranging from \$20,852 to \$50,000 per planned unit. After substantial adjustments for market conditions (time) the adjusted range is \$30,333 to \$65,750 per unit. Following qualitative adjustments, the appraiser concluded that sales L-1 was the best indicators and concluded \$34,000 per unit X 63 units, indicating "Before" land value of \$2,142,000 from the Sales Comparison Approach. I concur with this value estimate. The Income Approach and Cost Approach were not developed, which is appropriate.

Describe Remainder briefly: The Remainder property is not reduced in size as the acquisition is limited to easement rights. The appraiser determined, through application of the Sales Comparison Approach to the Remainder, that there are no damages resulting from the acquisition. Field grass and asphalt in the area of acquisition is to be replaced as part of the project. The appraiser determined that there are no damages to the remainder property.

The Remainder property was valued based on the "Before" value of \$2,142,000 less a 30,120 SF permanent easement at a value of \$44,035, less a 3,745 SF access easement at a value of \$1,441 and less a 30,600 SF temporary construction easement at a value of \$15,025. The TCE was discounted for a period of 5 years. I concur with these value estimates.

Please note that the appraiser was asked by the client to provide "Alternative Temporary Construction Easement Scenarios" These are alternatives to the primary valuation which considers the temporary easement for 5 years. The two alternatives value the temporary easement for 7 and 10 year periods. I concur with the total 7 year acquisition value at \$65,576 and the 10 year acquisition value at \$72,376.

Allocation:

Acquisition:

Partial; Acquisition: \$ 60,600

Damages: \$ 0

Special Benefits: \$ 0

Total Compensation: \$ 60,600

The market data is adequate and appropriate. In general, the appraisal uses the correct methods and techniques. The market conclusions are reasonable and fit the evidence. The cost approach was not applied. This review is subject to the "SALIENT INFORMATION" and "ASSUMPTIONS AND LIMITING CONDITIONS" statements made by the appraiser.

Reviewer's Determination of Value (This Review):	Reviewer's allocation of just compensation:
Value Before Acquisition: \$ 2,142,000	Acquisition: \$ 60,600
Value After Acquisition: \$ 2,081,400	Damages: \$ 0
Just Compensation: \$ 60,600	AS OF 06/21/2021

I, the review appraiser, certify that, to the best of my knowledge and belief:

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.
5. I have made the appraisal review and prepared this report in conformity with the Uniform Appraisal Standards for Federal Land Acquisition.

6. I have made the appraisal review and prepared this report in conformity with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions.
7. I did personally inspect the subject property of the report under review.
8. No person provided significant professional assistance to the person signing this review report.



Franklin Pierce Schools

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

RESOLUTION 22-R-03 **GRANT OF PUBLIC SANITARY SEWER EASEMENT**

WHEREAS, Pierce County Public Works Department – Sewer Division is in the process of constructing a sewer interceptor line needed to provide for the anticipated 100-year utility requirements for the county; and

WHEREAS, Phase 4 of the project requires obtaining the necessary easements to construct, maintain, and access a segment of the proposed interceptor line which is planned to be placed within District property currently occupied by Keithley Middle School and Washington High School; and

WHEREAS, District staff has determined that the proposed routing is adjacent to existing utility easements or under established lanes reserved for vehicle passage; and

WHEREAS, Pierce County has offered fair compensation in exchange for the proposed sewer easements;

THEREFORE, BE IT RESOLVED that the Franklin Pierce School District Board of Directors authorizes the Superintendent or the Superintendent's designee to sign the Grant of Public Sanitary Sewer Easement documents provided by Pierce County Public Works Department – Sewer Division shown in Attachment A.

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

BOARD OF DIRECTORS
FRANKLIN PIERCE SCHOOL DISTRICT

ATTEST:

Secretary of the Board

Engage Their Minds

After Recording, return to:
Pierce County Public Works – Sewer Division
9850 64th Street West
University Place, WA 98467
Attention: Marjorie Tipton

GRANT OF PUBLIC SANITARY SEWER EASEMENT

GRANTOR: Franklin Pierce School District #402
GRANTEE: Pierce County
Parcel Number: Portion of 0319083006, 0319083014, & 9175000251
Abbrev. Legal Desc.: PTN SW ¼ S. 8, T.19, R3E

For and in consideration of mutual benefits and other good and valuable consideration, receipt of which is hereby acknowledged, the **Grantor**, Franklin Pierce School District #402, a municipal corporation and political subdivision of the State of Washington, hereby grants and conveys to **Grantee**, Pierce County, a municipal corporation and political subdivision of the State of Washington, together with its officers, employees, agents, successors, assigns, permittees, and its contractors, a non-exclusive perpetual easement with a right of immediate entry and continued 24-hour-a-day access for sewer-related purposes, including (but not limited to) the construction, operation, improvement, maintenance, and repair of a **sanitary sewer main and any appurtenances (including, but not limited to, manhole structures and privately owned or maintained sewer facilities)**, as now planned and as later altered or enlarged at the discretion of the grantee, over, under, through, and across the real property situate in Pierce County Washington, described in Exhibit A, and depicted (for illustrative purposes) in Exhibit B, herein incorporated by this reference. Grantor shall not erect any fence around or within the described easement area without gates allowing 24-hour-a-day access to Grantee's employees, agents, and vehicles. Grantor also shall not alter the land within, construct anything within, or make any use of the easement area that would interfere with Grantee's use of the easement (as determined by Grantee) without the prior written consent of Grantee. Upon Grantee's request, Grantor will remove anything (including plants) within the easement area that was placed or installed after this easement is granted, with removal and restoration, if any, at Grantor expense.

WHEREAS; PROVIDED that to the greatest extent feasible, Pierce County officials and/or agents or contractors will use all reasonable efforts to coordinate with School District administrators to schedule construction and maintenance activities in the easement for times and places which will not interfere substantially with scheduled school days education activities and access to schools by school busses, students, parents, teachers, and administrative staff; and further PROVIDED that as needed the School District may occupy parts of the easement with portables and other temporary, moveable structures which can be moved out of the easement by the School District upon reasonable notice or, in emergency, by Pierce County officials or contractors.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 2022.

Grantor – Lance Goodpaster, Superintendent

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Lance Goodpaster is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Franklin Pierce School District #402, a municipal corporation and political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

(Print Name)

Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

Accepted By:

Jane Vandenberg – Sewer Division Manager

EXHIBIT A

A strip of land 30.00 feet in width situated in a portion of the following described parcel:

That portion of the Peter Smith Donation Land Claim lying north of the North line of Block 98, AMENDATORY PLAT OF UNIVERSITY ADDITION TO PARKLAND, as recorded in Volume 6 of Plats, page 44, records of Pierce County, Washington, said North line extended westerly, and lying westerly of a line running northerly parallel with the West line of said Plat from a point 510 feet west of the Northeast corner of Lot 13, Block 121 of said Plat, and North, easterly of Tule Lake Road and southerly and easterly of the following described line:

COMMENCING 690.36 feet west of the center of Section 8, Township 19 North, Range 3 East, W.M., said point being the intersection of the West right-of-way line of Ainsworth Avenue (16th Avenue South) and the East-West quarter line of said Section 8; thence South 734.20 feet along said right-of-way line; thence on a curve to the right having a radius of 686.20 feet through a central angle of 06°21'29" a distance of 76.15 feet to the South right-of-way line of Garfield Street and the POINT OF BEGINNING of said line; thence on a curve to the right with tangent bearing of South 06°21'29" West having a radius of 686.20 feet through a central angle of 47°17'40" a distance of 566.38 feet; thence South 53°38'59" West 717 feet, more or less, to the Northeasterly right-of-way line of Spanaway Loop Road;

EXCEPT that portion thereof conveyed to Pierce County by deed recorded under recording No. 9210080284. TOGETHER WITH:

A tract of land described as follows: BEGINNING at the Northwest corner of Block 98 of said Plat on a line of division of Peter Smith's Donation Land Claim in said Township and Range and South half of said Donation Land Claim; thence running North 89°54' West 359.1 feet to the East line of Tacoma Light and Water Company's right-of-way; thence South 40°51' East 548.95 feet to the West line of said Plat; thence North 414.41 feet to the POINT OF BEGINNING. TOGETHER WITH:

A tract of land described as follows: Lots 5 through 24, Block 98, Lots 5 through 24, Block 99, Lots 5 through 24, Block 100, Lots 5 through 24, Block 101, Lots 5 through 24, Block 102, Lots 6 through 24, Block 103, Lots 8 through 24, Block 104, Lots 9 through 24, Block 105, of said Plat, lying northerly and easterly of the land dedicated to Pierce County for Tule Lake Road, by instrument recorded under Auditor's File No. 2166180, records of said County.

TOGETHER WITH vacated 129th Street lying easterly of Tule Lake Road abutting thereon, by Pierce County Commissioner's Ordinance No. 11985 and as recorded under Auditor's File No. 2192363.

ALSO, TOGETHER WITH vacated 128th Street (Hancock Street) and 127th Street (Sheridan Street) lying easterly of Tule Lake Road abutting thereon, by Pierce County Commissioner's Ordinance No. 17985 and as recorded under Auditor's File No. 2604849, records of said County.

AND ALSO, TOGETHER WITH the west half of 'J' Street abutting said Blocks, vacated by said Ordinance No. 17985. TOGETHER WITH:

Lots 1 through 13, Block 116, Lots 1 through 13, Block 117, Lots 1 through 13, Block 118, Lots 1 through 13, Block 119 and Lots 1 through 13, Block 120 of said Plat.

TOGETHER WITH the East half of 'J' Street abutting said Blocks, vacated by said Ordinance No. 17985. TOGETHER WITH:

BEGINNING at the Northwest corner of Block 131 of said Plat, said corner also being the Northwest corner of said Plat; thence on the North line of said Block, 275 feet to the West line of "I" Street (now called "L" Street) in said Plat; thence Southerly on said West line, 700 feet to the center line of Johnson Street (now 124th Street); thence Westerly on said center line, 275 feet to the West line of said Plat; thence Southerly on said West line, 629.45 feet to the Northeast corner of Lot 13, Block 121 of said Plat; thence Westerly on the North line of said Block 121 and on the North line of Block 98 of said Plat, 510 feet; thence Northerly parallel with said West line, 1329.00 feet to the westerly extension of the North line of said Plat; thence Easterly 510 feet to the POINT OF BEGINNING.

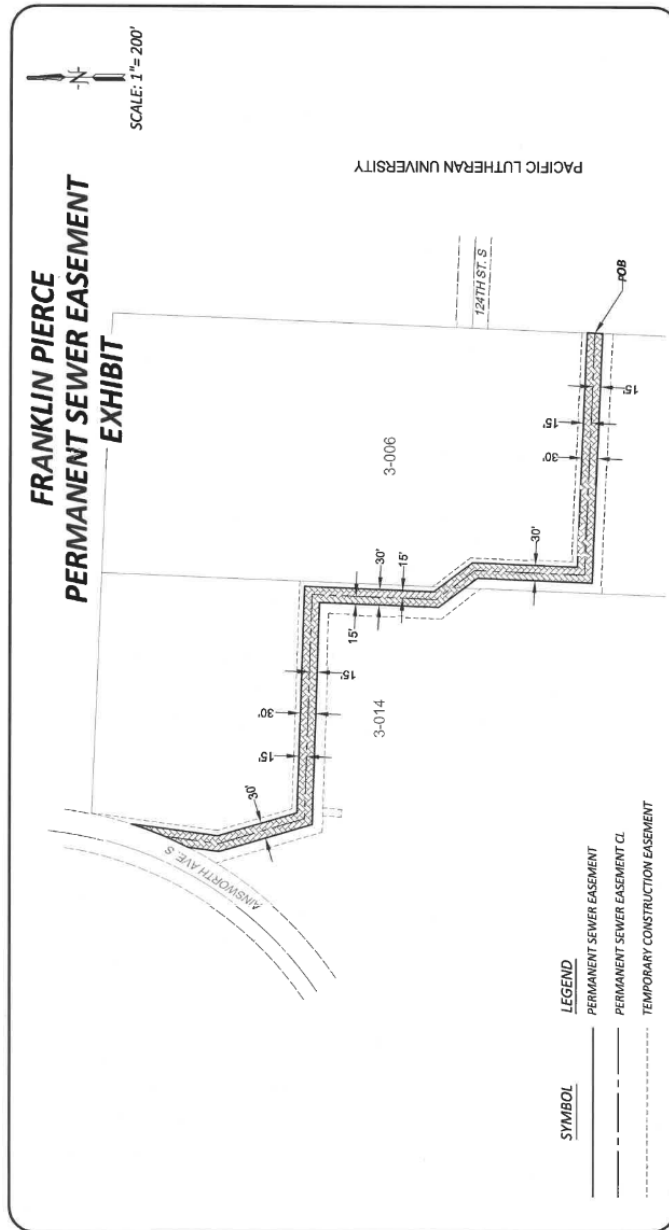
EXCEPT Lots 14 through 24, Block 126, and Lots 14 through 24, Block 127 of said Plat, and that portion of vacated Grant Street abutting said Block 127 and that portion of 124th Street abutting said Block 126.

Said strip being 15.00 feet on each side of the following described centerline:

COMMENCING at the intersection of the East line of the above-described parcel with the centerline of 124th Street South; thence South 02°16'11" West along said East line 239.23 feet to the POINT OF BEGINNING of said centerline, said East line being the easterly limits of said strip sidelines; thence North 87°43'49" West normal with said East line 475.00 feet; thence North 02°16'11" East parallel with said East line 213.80 feet; thence North 37°07'09" West 94.55 feet; thence North 02°16'11" East parallel with said East line 241.90 feet; thence North 88°12'42" West 439.18 feet; thence North 16°16'12" West 174.53 feet; thence North 07°41'23" East 106.13 feet to the Easterly right of way margin of Ainsworth Avenue South and a non-radial intersection with an arc of a curve concave to the west from which its center bears North 67°02'09" West 761.20 feet distant from which the Northwest corner of said parcel bears northerly along the arc of said curve through a central angle of 14°57'55" a distance of 198.82 feet distant, said Easterly margin being the westerly and northerly limits of said strip sidelines.

The sidelines of strip to be lengthened or shortened to intersect at interior angle points.

EXHIBIT B





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: Robin Heinrichs, Executive Director of Support Services
DATE: March 8, 2022
SUBJECT: Resolution 22-R-04: Temporary Construction Easement

BACKGROUND INFORMATION

Construction of Phase 4 of the proposed sewer interceptor line will require temporary construction easements to accomplish the work. The sewer line will be very deep requiring area adjacent to the excavation to pile spoils from the excavation and stockpile bedding and other materials.

RECOMMENDATION

I move that the Board of Directors adopt Resolution 22-R-04: Temporary Construction Easement.

ACTION REQUIRED



Franklin Pierce Schools

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

RESOLUTION 22-R-04 **TEMPORARY CONSTRUCTION EASEMENT**

WHEREAS, Pierce County Public Works Department – Sewer Division is in the process of constructing a sewer interceptor line needed to provide for the anticipated 100-year utility requirements for the county; and

WHEREAS, Phase 4 of the project includes construction of a segment of the proposed interceptor line across District property currently occupied by Keithley Middle School and Washington High School; and

WHEREAS, this construction activity will require temporary use of District property to provide for stockpiling of materials, equipment operation, and temporary storage; and

WHEREAS, Pierce County has offered fair compensation in exchange for the proposed temporary construction easements;

THEREFORE, BE IT RESOLVED that the Franklin Pierce School District Board of Directors authorizes the Superintendent or the Superintendent's designee to sign the Temporary Construction Easement documents provided by Pierce County Public Works Department – Sewer Division shown in Attachment A.

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

BOARD OF DIRECTORS
FRANKLIN PIERCE SCHOOL DISTRICT

ATTEST:

Secretary of the Board

After Recording, return to:
Pierce County Public Works – Sewer Division
9850 64th Street West
University Place, WA 98467
Attention: Marjorie Tipton

TEMPORARY CONSTRUCTION EASEMENT

GRANTOR: Franklin Pierce School District #402
GRANTEE: Pierce County
Parcel Number: Portion of 0319083006, 0319083014, & 9175000251
Abbrev. Legal Desc.: PTN SW ¼ S. 8, T.19, R3E

THE GRANTOR, Franklin Pierce School District #402, a municipal corporation and political subdivision of the State of Washington for and in consideration of mutual benefits and other good and valuable consideration, receipt of which is hereby acknowledged, do(es) by these presents grant and convey to Pierce County, a municipal corporation and a political subdivision of the State of Washington, for the use of the public, a temporary easement for the purpose of additional work area for the installation of a sewer interceptor as part of the Parkland Brookdale Interceptor Project, along, across, and upon the following described real property situated in Pierce County, Washington, together with the right to enter upon said premises with all necessary staff, material, and equipment for the purposes of constructing the same, to wit:

WHEREAS; PROVIDED that to the greatest extent feasible, Pierce County officials and/or agents or contractors will use all reasonable efforts to coordinate with School District administrators to schedule construction and maintenance activities in the easement for times and places which will not interfere substantially with scheduled school days education activities and access to schools by school busses, students, parents, teachers, and administrative staff; and further PROVIDED that as needed the School District may occupy parts of the easement with portables and other temporary, moveable structures which can be moved out of the easement by the School District upon reasonable notice or, in emergency, by Pierce County officials or contractors.

A strip of land 10.00 feet in width situated in a portion of the following described parcel:

That portion of the Peter Smith Donation Land Claim lying north of the North line of Block 98, AMENDATORY PLAT OF UNIVERSITY ADDITION TO PARKLAND, as recorded in Volume 6 of Plats, page 44, records of Pierce County, Washington, said North line extended westerly, and lying westerly of a line running northerly parallel with the West line of said Plat from a point 510 feet west of the Northeast corner of Lot 13, Block 121 of said Plat, and North, easterly of Tule Lake Road and southerly and easterly of the following described line:

COMMENCING 690.36 feet west of the center of Section 8, Township 19 North,
FP_Temporary_Easement 1 of 5

Range 3 East, W.M., said point being the intersection of the West right-of-way line of Ainsworth Avenue (16th Avenue South) and the East-West quarter line of said Section 8; thence South 734.20 feet along said right-of-way line; thence on a curve to the right having a radius of 686.20 feet through a central angle of 06°21'29" a distance of 76.15 feet to the South right-of-way line of Garfield Street and the POINT OF BEGINNING of said line; thence on a curve to the right with tangent bearing of South 06°21'29" West having a radius of 686.20 feet through a central angle of 47°17'40" a distance of 566.38 feet; thence South 53°38'59" West 717 feet, more or less, to the Northeasterly right-of-way line of Spanaway Loop Road;

EXCEPT that portion thereof conveyed to Pierce County by deed recorded under recording No. 9210080284. TOGETHER WITH:

A tract of land described as follows: BEGINNING at the Northwest corner of Block 98 of said Plat on a line of division of Peter Smith's Donation Land Claim in said Township and Range and South half of said Donation Land Claim; thence running North 89°54' West 359.1 feet to the East line of Tacoma Light and Water Company's right-of-way; thence South 40°51' East 548.95 feet to the West line of said Plat; thence North 414.41 feet to the POINT OF BEGINNING. TOGETHER WITH:

A tract of land described as follows: Lots 5 through 24, Block 98, Lots 5 through 24, Block 99, Lots 5 through 24, Block 100, Lots 5 through 24, Block 101, Lots 5 through 24, Block 102, Lots 6 through 24, Block 103, Lots 8 through 24, Block 104, Lots 9 through 24, Block 105, of said Plat, lying northerly and easterly of the land dedicated to Pierce County for Tule Lake Road, by instrument recorded under Auditor's File No. 2166180, records of said County.

TOGETHER WITH vacated 129th Street lying easterly of Tule Lake Road abutting thereon, by Pierce County Commissioner's Ordinance No. 11985 and as recorded under Auditor's File No. 2192363.

ALSO, TOGETHER WITH vacated 128th Street (Hancock Street) and 127th Street (Sheridan Street) lying easterly of Tule Lake Road abutting thereon, by Pierce County Commissioner's Ordinance No. 17985 and as recorded under Auditor's File No. 2604849, records of said County.

AND ALSO, TOGETHER WITH the west half of 'J' Street abutting said Blocks, vacated by said Ordinance No. 17985. TOGETHER WITH:

Lots 1 through 13, Block 116, Lots 1 through 13, Block 117, Lots 1 through 13, Block 118, Lots 1 through 13, Block 119 and Lots 1 through 13, Block 120 of said Plat.

TOGETHER WITH the East half of 'J' Street abutting said Blocks, vacated by said Ordinance No. 17985. TOGETHER WITH:

BEGINNING at the Northwest corner of Block 131 of said Plat, said corner also being the Northwest corner of said Plat; thence on the North line of said Block, 275 feet to the West line of "I" Street (now called "L" Street) in said Plat; thence Southerly on said West line, 700 feet to the center line of Johnson Street (now 124th Street); thence Westerly on said center line, 275 feet to the West line of said Plat; thence Southerly on said West line, 629.45 feet to the Northeast corner of Lot 13, Block 121 of said Plat; thence Westerly on the North line of said Block 121 and on the North line of Block 98 of said Plat, 510 feet; thence Northerly parallel with said West line, 1329.00 feet to the westerly extension of the North line of said Plat; thence Easterly 510 feet to the POINT OF

BEGINNING.

EXCEPT Lots 14 through 24, Block 126, and Lots 14 through 24, Block 127 of said Plat, and that portion of vacated Grant Street abutting said Block 127 and that portion of 124th Street abutting said Block 126.

The south and west lines of said strip described as follows:

COMMENCING at the intersection of the East line of the above-described parcel with the centerline of 124th Street South; thence South 02°16'11" West along said East line 224.23 feet to the POINT OF BEGINNING of said described line, said East line being the easterly limits of said strip sidelines; thence North 87°43'49" West normal with said East line 460.00 feet; thence North 02°16'11" East parallel with said East line 204.17 feet; thence North 37°07'09" West 94.55 feet; thence North 02°16'11" East parallel with said East line 251.65 feet; thence North 88°12'42" West 443.42 feet; thence North 16°16'12" West 160.47 feet; thence North 07°41'23" East 169.46 feet to the Easterly right of way margin of Ainsworth Avenue South and a non-radial intersection with an arc of a curve concave to the west from which its center bears North 72°10'14" West 761.20 feet distant from which the Northwest corner of said parcel bears northerly along the arc of said curve through a central angle of 09°49'49", 130.60 feet distant, said Easterly margin being the westerly and northerly limits of said strip sidelines. TOGETHER WITH:

A strip of land 20.00 feet in width situated in a portion of the above-described parcel, the north and east lines of said strip described as follows:

COMMENCING at the intersection of the East line of the above-described parcel with the centerline of 124th Street South; thence South 02°16'11" West along said East line 254.23 feet to the POINT OF BEGINNING of said described line, said East line being the easterly limits of said strip sidelines; thence North 87°43'49" West normal with said East line 490.00 feet; thence North 02°16'11" East parallel with said East line 223.43 feet; thence North 37°07'09" West 94.55 feet; thence North 02°16'11" East parallel with said East line 232.14 feet; thence North 88°12'42" West 400.65 feet to a point to be known hereinafter as Point 'A'; thence continuing North 88°12'42" West 34.29 feet; thence North 16°16'12" West 188.60 feet; thence North 07°41'23" East 60.81 feet to the Easterly right of way margin of Ainsworth Avenue South and a non-radial intersection with an arc of a curve concave to the west from which its center bears North 63°12'50" West 761.20 feet distant from which the Northwest corner of said parcel bears northerly along the arc of said curve through a central angle of 18°47'15", 249.60 feet distant, said Easterly margin being the westerly and northerly limits of said strip sidelines. TOGETHER WITH:

COMMENCING at the aforesaid Point 'A'; thence South 05°17'24" West 20.04 feet to the POINT OF BEGINNING; thence continuing South 05°17'24" West 36.66 feet; thence North 84°42'36" West 15.00 feet; thence North 05°17'24" East 35.74 feet; thence South 88°12'42" East 15.03 feet to the POINT OF BEGINNING.

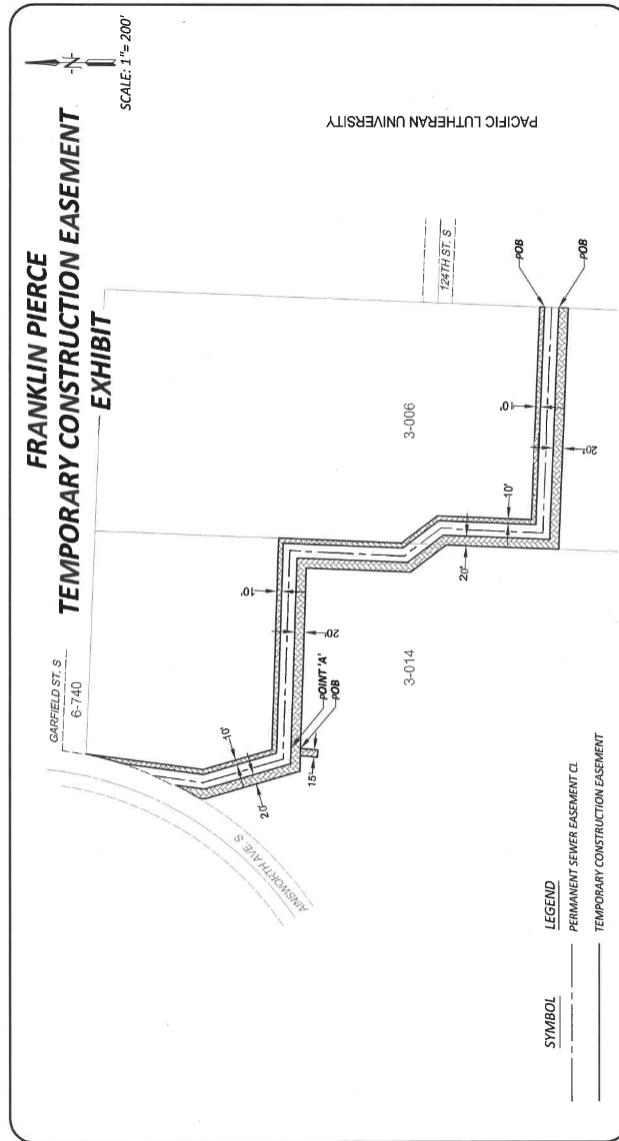
The sidelines of strip to be lengthened or shortened to intersect at interior angle points.

The above-described easement area totals approximately 52,970 square feet and is depicted, for illustrative purposes, in Exhibit A, attached hereto and incorporated herein by this reference.

The temporary construction easement, and all rights granted, shall terminate automatically and without notice upon the completion of construction and warranty period of the project or October 31st, 2028, whichever comes first.

Grantor – Lance Goodpaster, Superintendent

EXHIBIT A





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: Robin Heinrichs, Executive Director of Support Services
DATE: March 8, 2022
SUBJECT: Resolution 22-R-05: Access Easement for Sanitary Sewers

BACKGROUND INFORMATION

Once constructed, the county will require an access easement from publicly owned rights of way to service and maintain the proposed sewer interceptor line to be constructed across portions of the Keithley Middle School and Washington High School campuses. The proposed access lanes correspond to existing vehicular traffic lanes on these properties.

RECOMMENDATION

I move that the Board of Directors adopt Resolution 22-R-05: Access Easement for Sanitary Sewers.

ACTION REQUIRED



Franklin Pierce Schools

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

RESOLUTION 22-R-05 **ACCESS EASEMENT FOR SANITARY SEWERS**

WHEREAS, Pierce County Public Works Department – Sewer Division is in the process of constructing a sewer interceptor line needed to provide for the anticipated 100-year utility requirements for the county; and

WHEREAS, Phase 4 of the project proposes to construct a sewer line across portions of Keithley Middle School and Washington High School campuses; and

WHEREAS, Pierce County will require the right to access the sewer line once constructed; and

WHEREAS, Pierce County has offered fair compensation in exchange for the proposed access easements:

THEREFORE, BE IT RESOLVED that the Franklin Pierce School District Board of Directors authorizes the Superintendent or the Superintendent's designee to sign the Access Easement for Sanitary Sewers documents provided by Pierce County Public Works Department – Sewer Division shown in Attachment A.

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

BOARD OF DIRECTORS
FRANKLIN PIERCE SCHOOL DISTRICT

ATTEST:

Secretary of the Board

Engage Their Minds

Franklin Pierce School District No. 402

Resolution 22-R-05

Attachment A

After Recording, return to:

Pierce County Public Works – Sewer Division

9850 64th Street West

University Place, WA 98467

Attention: Marjorie Tipton

ACCESS EASEMENT FOR SANITARY SEWERS

REFERENCE NO. _____

GRANTOR: Franklin Pierce School District #402

GRANTEE: Pierce County

Parcel Number: Portion of 0319083006, 0319083014, & 9175000251

Abbrev. Legal Desc.: PTN SW ¼ S. 8, T.19, R3E (complete description in Ex. A)

1. **Perpetual Easement.** For and in consideration of mutual benefits, of the general public welfare, and of other good and valuable consideration, receipt of which is hereby acknowledged, the **Grantor**, Franklin Pierce School District #402, hereby grants and conveys to **Grantee**, Pierce County, a municipal corporation and political subdivision of the State of Washington, together with its officers, employees, agents, successors, assigns, and its contractors, a non-exclusive perpetual ingress and egress easement with a right of entry at any time without advance notice and continued 24-hour-a-day access over, through, and across the real property situate in Pierce County Washington, described in Exhibit A, and depicted in Exhibit B (the “**Easement Area**”), herein incorporated by this reference, for the purpose of ingress, egress, and access to and from sanitary sewer facilities, including sewer mains and any appurtenances, as now planned and as later altered or enlarged at the discretion of Grantee, located in a separately conveyed sanitary sewer easement also located on Grantor’s real property, recorded under Auditor’s Fee Number _____ (the “**Adjacent Sewer Facilities**”).

2. **Use of Easement Area.** Grantee may cross the Easement Area with multiple vehicles, heavy equipment, personnel, and materials that Grantee determines, in its discretion, it needs for any work related in any way to said Adjacent Sewer Facilities. Grantor shall not install any new, permanent improvements or structures within the Easement Area without the prior, written consent of Grantee. Grantor shall maintain any paved surface within the Easement Area and shall not install any new, permanent improvements within the Easement Area that would hinder or obstruct Grantee’s use of the Easement Area. Grantor retains the right to resurface the Easement Area and to otherwise use, operate, and maintain the Easement Area as a driveway/parking lot PROVIDED THAT Grantor shall not make any use of the Easement Area that would hinder or obstruct Grantee’s use of the Easement Area at any time without the prior written consent of Grantee. Grantor shall not erect any fence around or within the easement area without gates allowing 24-hour-a-day access to Grantee’s employees, agents,

and vehicles. PROVIDED that to the greatest extent feasible, Pierce County officials and/or agents or contractors will use all reasonable efforts to coordinate with School District administrators to schedule construction and maintenance activities in the easement for times and places which will not interfere substantially with scheduled school days education activities and access to schools by school busses, students, parents, teachers, and administrative staff; and further PROVIDED that as needed the School District may occupy parts of the easement with portables and other temporary, moveable structures which can be moved out of the easement by the School District upon reasonable notice or, in emergency, by Pierce County officials or contractors.

IN WITNESS WHEREOF this easement is executed as of this _____ day of _____, 2022.

Grantor – Franklin Pierce School District #402
By: Lance Goodpaster, Superintendent

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Lance Goodpaster is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Franklin Pierce School District #402, a municipal corporation and political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

(Print Name)

Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

Accepted By:

Jane Vandenberg – Sewer Division Manager

EXHIBIT A

A strip of land 15.00 feet in width situated in a portion of the following described parcel:

That portion of the Peter Smith Donation Land Claim lying north of the North line of Block 98, AMENDATORY PLAT OF UNIVERSITY ADDITION TO PARKLAND, as recorded in Volume 6 of Plats, page 44, records of Pierce County, Washington, said North line extended westerly, and lying westerly of a line running northerly parallel with the West line of said Plat from a point 510 feet west of the Northeast corner of Lot 13, Block 121 of said Plat, and North, easterly of Tule Lake Road and southerly and easterly of the following described line:

COMMENCING 690.36 feet west of the center of Section 8, Township 19 North, Range 3 East, W.M., said point being the intersection of the West right-of-way line of Ainsworth Avenue (16th Avenue South) and the East-West quarter line of said Section 8; thence South 734.20 feet along said right-of-way line; thence on a curve to the right having a radius of 686.20 feet through a central angle of 06°21'29" a distance of 76.15 feet to the South right-of-way line of Garfield Street and the POINT OF BEGINNING of said line; thence on a curve to the right with tangent bearing of South 06°21'29" West having a radius of 686.20 feet through a central angle of 47°17'40" a distance of 566.38 feet; thence South 53°38'59" West 717 feet, more or less, to the Northeasterly right-of-way line of Spanaway Loop Road;

EXCEPT that portion thereof conveyed to Pierce County by deed recorded under recording No. 9210080284. TOGETHER WITH:

A tract of land described as follows: BEGINNING at the Northwest corner of Block 98 of said Plat on a line of division of Peter Smith's Donation Land Claim in said Township and Range and South half of said Donation Land Claim; thence running North 89°54' West 359.1 feet to the East line of Tacoma Light and Water Company's right-of-way; thence South 40°51' East 548.95 feet to the West line of said Plat; thence North 414.41 feet to the POINT OF BEGINNING. TOGETHER WITH:

A tract of land described as follows: Lots 5 through 24, Block 98, Lots 5 through 24, Block 99, Lots 5 through 24, Block 100, Lots 5 through 24, Block 101, Lots 5 through 24, Block 102, Lots 6 through 24, Block 103, Lots 8 through 24, Block 104, Lots 9 through 24, Block 105, of said Plat, lying northerly and easterly of the land dedicated to Pierce County for Tule Lake Road, by instrument recorded under Auditor's File No. 2166180, records of said County.

TOGETHER WITH vacated 129th Street lying easterly of Tule Lake Road abutting thereon, by Pierce County Commissioner's Ordinance No. 11985 and as recorded under Auditor's File No. 2192363.

ALSO, TOGETHER WITH vacated 128th Street (Hancock Street) and 127th Street (Sheridan Street) lying easterly of Tule Lake Road abutting thereon, by Pierce County Commissioner's Ordinance No. 17985 and as recorded under Auditor's File No.

2604849, records of said County.

AND ALSO, TOGETHER WITH the west half of 'J' Street abutting said Blocks, vacated by said Ordinance No. 17985. TOGETHER WITH:

Lots 1 through 13, Block 116, Lots 1 through 13, Block 117, Lots 1 through 13, Block 118, Lots 1 through 13, Block 119 and Lots 1 through 13, Block 120 of said Plat.

TOGETHER WITH the East half of 'J' Street abutting said Blocks, vacated by said Ordinance No. 17985. TOGETHER WITH:

BEGINNING at the Northwest corner of Block 131 of said Plat, said corner also being the Northwest corner of said Plat; thence on the North line of said Block, 275 feet to the West line of "I" Street (now called "L" Street) in said Plat; thence Southerly on said West line, 700 feet to the center line of Johnson Street (now 124th Street); thence Westerly on said center line, 275 feet to the West line of said Plat; thence Southerly on said West line, 629.45 feet to the Northeast corner of Lot 13, Block 121 of said Plat; thence Westerly on the North line of said Block 121 and on the North line of Block 98 of said Plat, 510 feet; thence Northerly parallel with said West line, 1329.00 feet to the westerly extension of the North line of said Plat; thence Easterly 510 feet to the POINT OF BEGINNING.

EXCEPT Lots 14 through 24, Block 126, and Lots 14 through 24, Block 127 of said Plat, and that portion of vacated Grant Street abutting said Block 127 and that portion of 124th Street abutting said Block 126.

Said strip being 7.50 feet on each side of the following described centerlines:

COMMENCING at the intersection of the East line of the above-described parcel with the centerline of 124th Street South; thence North 02°16'11" East along said East line 7.50 feet to the POINT OF BEGINNING of said centerline, said East line being the easterly limits of said strip sidelines; thence North 87°43'49" West normal with said East line 37.52 feet; thence South 02°05'35" West 179.36 feet to a point to be known hereinafter as Point 'A'; thence South 87°43'49" East normal with said East line 36.97 feet to the terminus of said centerline and strip sidelines from which the Northwest corner of said parcel bears North 02°16'11" East 141.86 feet distant. TOGETHER WITH:

BEGINNING at the aforesaid Point 'A'; thence North 87°43'49" West normal with said East line 480.53 feet to a point to be known hereinafter as Point 'B'; thence North 02°16'11" East parallel with said East line 174.55 feet to the terminus of said centerline, said strip sidelines to be lengthened or shortened to intersect a line bearing North 37°07'09" West and South 37°07'09" East through said centerline terminus. TOGETHER WITH:

BEGINNING at the aforesaid Point 'B'; thence South 02°16'11" West parallel with said East line 478.20 feet to the line common to said Blocks 98 and 99; thence South 87°43'49" East along said common line 67.50 feet to the beginning of a curve concave to the southwest

having a radius of 95.00 feet; thence Easterly and Southerly along the arc of said curve through a central angle of $90^{\circ}00'00''$ a distance of 149.23 feet to the centerline of said vacated "J" Street and a point of tangency; thence South $02^{\circ}16'11''$ West along said centerline 524.98 feet to the northerly right of way margin of 129th Street South and the terminus of said centerline from which the centerline intersection of said 'J' Street with 129th Street South bears South $02^{\circ}16'11''$ West 30.00 feet distant

The sidelines of strip to be lengthened or shortened to intersect at interior angle points.

FRANKLIN PIERCE ACCESS EASEMENT EXHIBIT

SCALE: 1"=150'

PACIFIC LUTHERAN UNIVERSITY

LEGEND

SYMBOL	LEGEND
---	ACCESS EASEMENT CL
---	ACCESS EASEMENT

Map Details:

- Streets:** 129TH ST. S, 128TH ST. S, 127TH ST. S, 124TH ST. S, 14TH AVE. S, VACATED J STREET
- Blocks:** BLOCK 103, BLOCK 102, BLOCK 101, BLOCK 100, BLOCK 99, BLOCK 98, BLOCK 116, BLOCK 117, BLOCK 118, BLOCK 119, BLOCK 120, BLOCK 121
- Easements:** FP TEMP. CONST. EASEMENT, FP PERM. SEWER EASEMENT
- Dimensions:** 7.5', 15', 3-006, 3-014
- Points:** POINT 'A', POINT 'B', POB



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: James Hester, Deputy Superintendent PK-12
DATE: March 8, 2022
SUBJECT: Right at School, LLC Services Agreement

BACKGROUND INFORMATION

To provide before and after school care at our elementary schools, we are partnering with Right at School, LLC. The contract is included for your review.

RECOMMENDATION

I move that the Board of Directors approve the Right at School Services Agreement by and between Right at School, LLC and Franklin Pierce School District.

ACTION REQUIRED

SERVICES AGREEMENT

By and Between:

RIGHT AT SCHOOL, LLC

and

FRANKLIN PIERCE SCHOOL DISTRICT

This SERVICES AGREEMENT (“Agreement”) is entered into this 9th day of March, 2022 (the “Effective Date”) by and between Right at School, LLC (the “Provider”), and Franklin Pierce School District (the “District”).

RECITALS

- A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.
- B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.
- C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the “School(s)”).

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. **Term.** This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2023 (the “Term”), unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. **Scope of Services.** The Provider agrees to provide the services described in Exhibit A to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. **Statement of Work.** The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees’ salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who

perform the Services. The District, from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of independent contractor.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate.

Section 7. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit A. Right At School requires a minimum of 15 students be pre-registered in each school program by July 1st 2022 prior to the start of the academic year. If the number of pre-registered students in a program is below 15 on or after July 1st 2022, Right At School may choose to close the program with two (2) weeks' written notice.

Section 8. Compensation and Payment. The Provider shall be solely responsible for charging and collecting tuition from the parents of enrolled students. The Provider shall pay to the District a portion of the tuition and fees the Provider collects for the Services in the manner and amount set forth in Exhibit B to compensate the District for the use of District and School facilities and resources.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

Section 10. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees

that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 11. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. Workers' Compensation and Employers' Liability Insurance. Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least \$ 1,000,000, bodily injury by disease limit each employee of \$1,000,000 and bodily injury by disease policy limit of \$1,000,000. The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

D. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Four Million Dollars (\$4,000,000) per occurrence, which will provide additional limits for Provider's general liability, automobile liability, and Employer's Liability insurance policies.

E. Professional Liability Insurance: Professional Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance: Sexual Abuse and Molestation Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Worker's Compensation Insurance Policy).

Section 14. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 90 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit B up to the date the Agreement is terminated.

Section 15. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its employees from and against claims, suits, demands, judgements, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the proportionate extent of Provider's ordinary negligence, or gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, suits, demands, judgements, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the proportionate extent of the District's ordinary negligence, gross negligence or willful misconduct of the District and/or Schools.

Section 17: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:

Franklin Pierce School District
315 129th St South
Tacoma, WA 98444
Phone: 253-298-3000
Email: lgoodpaster@fpschools.org
Attention: Lance Goodpaster

If to the Provider

Right at School, LLC
909 Davis Street, Suite 500
Evanston, IL 60201
Fax: 1-855-287-2171
Email: cindy.lawson@rightatschool.com
Attention: Cindy Lawson

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

E. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

F. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

G. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

H. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Payment to District for Facility Use

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

FRANKLIN PIERCE SCHOOL DISTRICT

RIGHT AT SCHOOL, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following scope of services has been agreed to by the Provider and District:

Right At School operates the District's enrichment programs at the following schools as of the Effective Date: Brookdale Elementary, Central Avenue Elementary, Christensen Elementary, Collins Elementary, Elmhurst Elementary, Harvard Elementary, James Sales Elementary, and Midland Elementary Schools. Programs include after-school, and/or before-school, and/or other enrichment programming, including, but not limited to, kindergarten, pre-school, winter-break, spring-break, summer-break, and teacher in-service day programming. The District may provide written authorization to Right At School to operate the District's enrichment programs at one or more additional schools, which authorization Right At School may, in writing, accept or reject in its sole discretion. If Right At School accepts the authorization to operate the District's enrichment programs at one or more additional schools, such programs shall be operated in accordance with and subject to this Agreement.

Right At School will specifically provide:

- An Area Manager to oversee all aspects of all the District's programs, providing a direct link for all school administrators.
- Well-qualified and trained staff. All staff are trained using our innovative blended learning training model, and receive extensive instruction before entering the program.
- All program management and oversight, including structure, scheduling, vendor management, etc.
- Ongoing new enrichment units and classes throughout the year.
- One-stop parent registration and payment through our portal system.
- Support (through our toll-free customer service call-center) for any parent questions or issues.
- Marketing materials and other information to promote the programs to interested families.
- Ongoing outreach to your PTAs and school communities to build relationships and solicit feedback.
- A 50% discount to School District staff members, a 20% discount to families receiving free or reduced lunch, and a 10% military and sibling discount.

- 3% of all revenues from our Right Club after-school program at each school to be given back in scholarships

EXHIBIT B

PAYMENT TO DISTRICT FOR FACILITY USE

This provision for Payment of Schools for Facility Use (“Lease”) is effective as of the date written on the signature page of this Agreement, and is entered into between the District (“Landlord”) and the Provider (“Tenant”).

RECITALS:

- A. The District is the owner of Brookdale Elementary School, located at 611 132nd Street South, Parkland, WA 98444
- B. The District is the owner of Central Avenue Elementary School, located at 4505 104th Street East, Tacoma, WA 98446
- C. The District is the owner of Christensen Elementary School, located at 10232 Barnes Lane South, Tacoma, WA 98444
- D. The District is the owner of Collins Elementary school, located at 1920 128th Street East, Tacoma, WA 98444
- E. The District is the owner of Elmhurst Elementary school, located at 420 133rd Street East, Tacoma, WA 98445
- F. The District is the owner of Harvard Elementary school, located at 1709 85th Street East, Tacoma, WA 98445
- G. The District is the owner of James Sales Elementary school, located at 1301 113th Street South, Tacoma, WA 98444
- H. The District is the owner of Midland Elementary school, located at 2300 105th Street East, Tacoma, WA 98445

The school properties listed in Recitals A - H, as well as the Additional Schools, are collectively referred to as the “Schools” in this Lease.

The District desires to lease a portion of the space and facilities located on the properties listed in Paragraphs A - H (the “Premises”) to Tenant and Tenant desires to rent the Premises from Landlord for use for educational programs and services as described in Exhibit A (the “Services”) to the Services Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the parties agree as follows:

1. Facility Agreement: Landlord and Tenant entered into the Services Agreement pursuant to which Tenant was granted authority to enter, occupy, maintain, and provide the Services set forth in Exhibit A within the application regulatory requirements.
2. Term: Landlord hereby leases the Premises to Tenant, upon the terms and conditions set forth herein, for a term commencing on the Effective Date and continuing until termination of the Services Agreement (the "Term"). If the Services Agreement is terminated or not renewed for any reason, or if the Tenant otherwise ceases to operate the Premises for the Services, this Lease shall terminate on: (i) the date said Services are terminated or not renewed; of (ii) the date Tenant ceases to operate in accordance with the terms of this Lease.
3. Rent: In consideration of the leasing of the Premises set forth above, Tenant agrees to pay to the Landlord, as rent for the Premises, the sum of 0% of Tenant's Right Club after-school revenue at each premise per year, paid semi-annually in January and July.

IN WITNESS OF, the parties have caused this Lease to be executed by their duly authorized representative as of the date reflected on the Signature Page attached.



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: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 2022
SUBJECT: Policy 1815: Ethical Conduct for School Directors

BACKGROUND INFORMATION

To support school boards in articulating the core ethical standards, WSSDA has developed new Model Policy 1815: Ethical Conduct for School Directors. This new policy pairs with new Policy 1825: Addressing School Director Violations.

RECOMMENDATION

None.

ACTION REQUIRED

None. This policy is being presented for first reading.

ETHICAL CONDUCT FOR SCHOOL DIRECTORS

Policy Statement

Each board director has taken an oath of office to support the Constitutions of the United States and Washington state. The Franklin Pierce School Board and each of its school directors is committed to upholding the oath of office and to ethical behavior.

Ethical behavior is an individual responsibility. Each school director and the board as a whole will base their conduct on these core ethical principles:

Objectivity – School directors must place the public's interest before any private interest or outside obligation – choices need to be made on the merits.

Selflessness – School directors should not take actions or make decisions in the performance of their position in order to gain financial or other benefits for themselves, their family, or their friends.

Stewardship – School directors should conserve public resources and funds against misuse and abuse.

Transparency – School directors must practice open and accountable government. They should be as open as possible about their decisions and actions, while protecting truly confidential information.

Integrity – School directors should not place themselves under any financial or other obligation to outside individuals or organizations that might inappropriately influence them in the performance of their official duties.

Failure to adhere to these core ethical principles or failure to comply with other policies adopted by the board or the law may result in the school board taking formal censure of the offending school director in accordance with FPS Board Policy 1825: Addressing School Board Director Violations.



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: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 2022
SUBJECT: Policy 1822: Training and Professional Development for Board Members

BACKGROUND INFORMATION

WSSDA has revised Policy 1822: Training and Professional Development for Board Members to clarify the two types of required training for school board members, which include: Open Government training, and Cultural Competency, Equity, Diversity, and Inclusion training, as recently established in Senate Bill (SB) 5044 from the 2021 legislative session.

RECOMMENDATION

None.

ACTION REQUIRED

None. This policy is being presented for first reading.

TRAINING AND **PROFESSIONAL** DEVELOPMENT FOR BOARD MEMBERS

In keeping with the need for continuing training and professional development to enhance effective ~~boardsmanship governance~~, the Board encourages the participation of its members at appropriate ~~Board-board~~ conferences, workshops, and conventions. Additionally, Board members will obtain the trainings required by Washington state. Funds for board leadership training and professional development participation at such meetings will be budgeted for on an annual basis.

Required Training for School Board Directors

There are two areas of training required by Washington state:

- Open Government training, and
- Cultural Competency, Equity, Diversity, and Inclusion training

Open Government Training

School board directors must receive Open Government training no later than 90 days after they take their oath of office or assume their duties. They can take the training before they are sworn in or assume their duties of office. School board directors must also receive “refresher” training at intervals of no more than four years, so long as they remain on the school board. Open Government training is available from the Washington Attorney General’s Office (<https://www.atg.wa.gov/opengovernmenttraining.aspx>) and at the annual conference of the Washington State School Directors’ Association.

Cultural Competency, Equity, Diversity and Inclusion Training

Beginning with the 2022 calendar year, each member of a board of directors shall complete a governance training program once per term of elected office. If the director is appointed or elected to a first term of office, the director must complete governance training requirements within two years of appointment or certification of the election in which they were elected.

The governance training completed by directors must be aligned with the cultural competency, diversity, equity, and inclusion standards for school director governance developed and provided by the Washington State School Directors’ Association. Per Washington state law, the required training elements for both first and subsequent school director terms are defined by the Washington State School Directors’ Association.

Recommended Professional Development for School Directors

In addition to the required areas of training above, the Franklin Pierce School District is committed to ongoing professional development both for individual school board directors and the Board as whole. Each school board director is a member of the Washington State School Directors’ Association, which provides professional development and resources at its annual conference and through year-round leadership development services for individual school board directors and boards.

Cross References: Board Policy 1005
[Board Policy 1731](#)
[Board Policy 1805](#)
Board Policy 1810
Board Policy 1820

Key Functions of the Board
[Board Member Expenses](#)
[Open Government Trainings](#)
Annual Goals and Objectives
Evaluation of the Board

[Legal References:](#) [RCW 28A.345.120](#)

[School director governance — Cultural competency, diversity, equity, and inclusion — Training programs](#)



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: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 2022
SUBJECT: Policy 1825: Addressing School Director Violations

BACKGROUND INFORMATION

To support school boards in establishing a fair and neutral process for responding when board director behavior becomes problematic, WSSDA has developed new Model Policy 1825: Addressing School Director Violations. This new policy pairs with new Policy 1815: Ethical Conduct for School Directors.

RECOMMENDATION

None.

ACTION REQUIRED

None. This policy is being presented for first reading.

ADDRESSING SCHOOL DIRECTOR VIOLATIONS

Purpose

The Franklin Pierce School Board and each of its school directors are committed to faithful compliance with the law, provisions of the Board's policies, and exercising good judgment.

Policy Statement

The Board recognizes that failure to deal with deliberate or continuing violations of the law, Board policies, or lapses in good judgment by its school board members risks the loss of community confidence and damages the Board's ability to govern effectively. Therefore, in the event of a board member's willful and/or continuing violation of law, policy, or judgment the Board will address the issue through the following process, which is intended to escalate only as necessary:

1. Conversation in a private setting between the offending school director and the board chair or another individual school director, identified by the Board;
2. Discussion in a properly convened executive session between the offending school director and the full Board;
3. Possible removal of the offending school director from any leadership or committee positions to which the offending school director has been appointed or elected to by the Board;
4. Censure of the offending school director by adopting a resolution in an open meeting as a means of separating the Board's focus and intent from those of the offending school director.

Legal References: RCW 28A.320.040
RCW 28A.635.050

Bylaws for board and school government
Certain corrupt practices of school officials

Adoption Date: 4/12/22
Franklin Pierce Schools
Classification: Discretionary
Revised Dates:



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: Vicki Bates, Executive Director of Teaching and Learning Services
DATE: March 8, 2022
SUBJECT: Policy 2418: Waiver of High School Graduation Credits

BACKGROUND INFORMATION

Revised Board Policy 2418: Waiver of High School Graduation Credits reflects HB1295 (2021) rules that require school districts to add "In or have been released from an institutional education facility" as an allowable basis for graduation credit waiver.

RECOMMENDATION

None.

ACTION REQUIRED

None. This policy is being presented for first reading.

WAIVER OF HIGH SCHOOL GRADUATION CREDITS

The Board seeks to provide all students with the opportunity to complete graduation requirements without discrimination and without disparate impact on groups of students. In so doing, the Board acknowledges that circumstances may arise that prevent a student from earning all twenty-four credits required for high school graduation. Such circumstances may include, but are not limited to, the following:

- Homelessness;
- A health condition resulting in an inability to attend class;
- Limited English proficiency;
- Disability, regardless of whether the student has an individualized education program or a plan under Section 504 of the federal Rehabilitation Act of 1973;
- Denial of an opportunity to retake classes or enroll in remedial classes free of charge during the first four years of high school;
- Transfer during the last two years of high school from a school with different graduation requirements; and
- In or have been released from an institutional education facility; and
- Other circumstances (e.g., emergency, natural disaster, trauma, personal or family crisis) that directly compromised a student's ability to learn.

The Board delegates to the superintendent or his/her designee discretion to grant a waiver of a maximum of two elective credits required for graduation. A student's parent/guardian or an adult student must file the district's *Application for Waiver of High School Graduation Credits (Form 2418F)* with the superintendent's office no later than thirty days prior to the student's scheduled graduation date. In order to graduate, students granted a waiver must earn seventeen required subject credits (four English, three Math, three Science, three Social Studies, two Health and Fitness, one Arts, one Career and Technical Education) which may be by satisfactory demonstration of competence as provided by WAC 180-51-050.

Legal References: RCW 28A.230.090

High school graduation requirements or equivalencies — High school and beyond plans — Career and college ready graduation requirements and waivers — Reevaluation of graduation requirements — Language requirements — Credit for courses taken before attending high school — Postsecondary credit equivalencies

RCW 28A.345.080

Model policy and procedure for granting waivers of credit for high school graduation

WAC 180-51-050

High school credit — Definition

WAC 180-51-068

State subject and credit requirements for high school graduation — Students entering the ninth grade on or after July 1, 2015



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: Robin Heinrichs, Executive Director of Support Services
DATE: March 8, 2022
SUBJECT: Annual Report of Building Conditions under the Asset Preservation Program

BACKGROUND INFORMATION

Two facilities in our district fall under the Asset Preservation Program (APP) – the GATES Multi-Purpose Building and Midland Elementary School. This year's APP facility condition report has been delivered to OSPI. The APP program also requires a report copy be delivered to the School Board each year.

RECOMMENDATION

None.

ACTION REQUIRED

None. This is an information item only.



Franklin Pierce Schools

Support Services Department

315 129th Street S, Tacoma, WA 98444

253-298-3000, Fax 253-298-3015

www.fpschools.org

February 22, 2022

Office of the Superintendent of Public Instruction
School Facilities and Organization
P.O. Box 6275
Olympia, WA 98504-6275

Re: Asset Preservation Program

This letter is being sent to comply with the requirements of the Asset Preservation Program (WAC 392-347-023).

Franklin Pierce School District No. 402 hereby certifies that an Asset Preservation System continues to maintain and care for all of the state assisted buildings that have been designed to be part of the Asset Preservation Program.

A handwritten signature in blue ink, appearing to read "Robin Heinrichs", written over a horizontal line.

Signature

Robin Heinrichs
Executive Director, Support Services



School Facilities and Organization
INFORMATION AND CONDITION OF SCHOOLS
Asset Preservation Program Annual Board Report (Franklin Pierce School District)

-----2021-2022-----						
SITE	BUILDING	BUILDING BOARD ACCEPTANCE DATE	APP YEAR	BUILDING CONDITION ASSESSMENT %	ANNUAL REVIEW COMPLETED BY	NEXT CERTIFIED BCA DUE
Midland Elementary School	Main Building	6/21/2005	16	86.67	Consultant	2028
GATES High School	Multi-purpose Building	12/15/2002	19	86.13	Consultant	2028



Midland Elementary School - Main Building

Building Details

PROFILE TYPE	Elementary School - Single Story
NUMBER OF FLOORS	1
BOARD ACCEPTANCE DATE	6/21/2005
CHARACTERISTICS	Occupied
ANNUAL REVIEW COMPLETED BY	Consultant
COMMENTS	Sq ft shown is based on area analysis. Elig calc will show 46,311 per original SCAP report for project.

This building is required to comply with the Asset Preservation Program

REPORTING YEAR	APP YEAR	BUILDING CONDITION ASSESSMENT	ANNUAL REVIEW COMPLETED BY	BOARD REPORT PRESENT DATE
2021-2022	16	86.67	Consultant	3/8/2022
2020-2021	15	93.05	District	3/9/2021
2019-2020	14	91.71	District	4/14/2020
2018-2019	13	88.17	District	4/16/2019
2017-2018	12	89.98	Consultant	4/3/2018
2016-2017	11	89.98	District	3/14/2017

The next certified BCA is due: **2028**

Building Inventory

AREA YEAR BUILT	DISTRICT ASSIGNED AREA	GROSS BUILDING SQ FT	GROSS INSTRUCTIONAL SQ FT	SCAP RECOGNIZED SQ FT	ORIGINAL OCCUPANCY DATE	ORIGINAL BOARD ACCEPTANCE DATE
2003	1 - 25	46,272	46,272	46,272	7/1/2003	6/21/2005
Building Totals		46,272	46,272	46,272		

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Foundations	Standard Foundation	A1010		90.00% Good
Slabs on Grade	Standard Slabs on Grade	A4010		90.00% Good
	Deficiencies:	Minor Cracking, Settlement		
	Causes:	Foundation		



School Facilities and Organization
 INFORMATION AND CONDITION OF SCHOOLS
 Asset Preservation Program Annual Board Report (Franklin Pierce School District)

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Slabs on Grade	<i>Comments:</i>	Previous: At west wing of building, outside classroom 302 there is concrete floor slab settlement. No change as of 20-21. 2/22/22: No change, but has been determined by District that this is not impacting building foundation, structure, or envelope.		
Water and Gas Mitigation	Building Subdrainage	A6010		90.00% Good
Superstructure	Roof Construction	B1020		90.00% Good
	<i>Comments:</i>			
Exterior Vertical Enclosures	Exterior Walls	B2010		90.00% Good
	<i>Comments:</i>	Previous: Building Exterior was repainted last summer to include trim and window and door frames.		
	Exterior Windows	B2020		90.00% Good
	<i>Comments:</i>	Previous: Building Exterior was repainted last summer to include trim and window and door frames.		
	Exterior Doors and Grilles	B2050		90.00% Good
	<i>Comments:</i>	Previous: Building Exterior was repainted last summer to include trim and window and door frames.		
	Exterior Louvers and Vents	B2070		90.00% Good
	<i>Comments:</i>	Previous: Building Exterior was repainted last summer to include trim and window and door frames.		
Exterior Horizontal Enclosures	Roofing	B3010		100.00% Excellent
	<i>Comments:</i>	Previous: Asphalt shingles replaced summer 2019.		
	Roof Appurtenances	B3020		90.00% Good



School Facilities and Organization
 INFORMATION AND CONDITION OF SCHOOLS
 Asset Preservation Program Annual Board Report (Franklin Pierce School District)

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Exterior Horizontal Enclosures	Horizontal Openings	B3060		62.00% Fair
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Surface Weathering		
	<i>Comments:</i>	2/22/22: Skylights need to be cleaned.		
	Overhead Exterior Enclosures	B3080		90.00% Good
	<i>Comments:</i>	Previous: Building Exterior was repainted last summer to include trim and window and door frames. 2/22/22: Clarifying that this component category defines Midland's entryway.		
Interior Construction	Interior Partitions	C1010		90.00% Good
	Interior Windows	C1020		90.00% Good
	Interior Doors	C1030		90.00% Good
	Interior Grilles and Gates	C1040		90.00% Good
	Suspended Ceiling Construction	C1070		90.00% Good
Interior Finishes	Wall Finishes	C2010		90.00% Good
	Interior Fabrications	C2020		90.00% Good
	Flooring	C2030		62.00% Fair
	<i>Deficiencies:</i>	Broken or Loose Tiles, Irregular Surface		
	<i>Causes:</i>	Deterioration, Faulty Installation, Settlement		
	<i>Comments:</i>	Previous: VCT joints opening up at main entry vestibule, CT base cracked in boy's restroom - west wing, SV tile has been damaged at kitchen exterior entry. 2/22/22: None of these deficiencies, which still exist, are detrimental to the building's operation. No moisture or pest intrusion issues. No tripping hazards.		



School Facilities and Organization
 INFORMATION AND CONDITION OF SCHOOLS
 Asset Preservation Program Annual Board Report (Franklin Pierce School District)

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Interior Finishes	Ceiling Finishes	C2050		90.00% Good
Plumbing	Domestic Water Distribution	D2010		90.00% Good
	Sanitary Drainage	D2020		90.00% Good
	Building Support Plumbing Systems	D2030		90.00% Good
HVAC	Heating Systems	D3020		90.00% Good
	Cooling Systems	D3030		90.00% Good
	Facility HVAC Distribution Systems	D3050		90.00% Good
	Ventilation	D3060		90.00% Good
	<i>Comments:</i>			
Fire Protection	Fire Suppression	D4010		90.00% Good
	Fire Protection Specialties	D4030		90.00% Good
Electrical	Electrical Services and Distribution	D5020		90.00% Good
	General Purpose Electrical Power	D5030		90.00% Good
	Lighting	D5040		62.00% Fair
	<i>Deficiencies:</i>	Other, Uneven or Low light Levels		
	<i>Causes:</i>	Wiring Problems		
	<i>Comments:</i>	Previous: Hallway soffit lights at classroom entries require frequent replacement. Wall sconce lights at main entry vestibule constantly overheat. These lights have been replaced with LED fixtures 20-21. 2/22/22: Additional LED replacements recommended for the future as dollars become available.		
Communications	Data Communications	D6010		90.00% Good



School Facilities and Organization
INFORMATION AND CONDITION OF SCHOOLS
Asset Preservation Program Annual Board Report (Franklin Pierce School District)

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Communications	Voice Communications	D6020		90.00% Good
	Audio-Video Communications	D6030		90.00% Good
	Distributed Communications and Monitoring	D6060		90.00% Good
Electronic Safety and Security	Electronic Surveillance	D7030		90.00% Good
	Detection and Alarm	D7050		90.00% Good
Integrated Automation	Integrated Automation Facility Controls	D8010		90.00% Good
Equipment	Commercial Equipment	E1030		90.00% Good
	Institutional Equipment	E1040		90.00% Good
	Other Equipment	E1090		90.00% Good
Furnishings	Fixed Furnishings	E2010		90.00% Good
	Movable Furnishings	E2050		90.00% Good



GATES High School - Multi-purpose Building

Building Details

PROFILE TYPE	Gymnasium
NUMBER OF FLOORS	1
BOARD ACCEPTANCE DATE	12/15/2002
CHARACTERISTICS	Occupied
ANNUAL REVIEW COMPLETED BY	Consultant
COMMENTS	Small snack serving area included

This building is required to comply with the Asset Preservation Program

REPORTING YEAR	APP YEAR	BUILDING CONDITION ASSESSMENT	ANNUAL REVIEW COMPLETED BY	BOARD REPORT PRESENT DATE
2021-2022	19	86.13	Consultant	3/8/2022
2020-2021	18	88.74	District	3/9/2021
2019-2020	17	88.74	District	4/14/2020
2018-2019	16	91.23	District	4/16/2019
2017-2018	15	91.23	Consultant	4/3/2018
2016-2017	14	91.23	District	3/14/2017

The next certified BCA is due: **2028**

Building Inventory

AREA YEAR BUILT	DISTRICT ASSIGNED AREA	GROSS BUILDING SQ FT	GROSS INSTRUCTIONAL SQ FT	SCAP RECOGNIZED SQ FT	ORIGINAL OCCUPANCY DATE	ORIGINAL BOARD ACCEPTANCE DATE
2002	1,3	4,878	4,878	4,878	9/1/2002	4/13/2004
2002	2	2,877	2,877	2,877	9/1/2002	4/13/2004
Building Totals		7,755	7,755	7,755		

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Foundations	Standard Foundation	A1010		90.00% Good
Slabs on Grade	Standard Slabs on Grade	A4010		90.00% Good
Water and Gas Mitigation	Building Subdrainage	A6010		90.00% Good



School Facilities and Organization
 INFORMATION AND CONDITION OF SCHOOLS
 Asset Preservation Program Annual Board Report (Franklin Pierce School District)

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Superstructure	Roof Construction	B1020		90.00% Good
Exterior Vertical Enclosures	Exterior Walls	B2010		90.00% Good
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Other		
	<i>Comments:</i>	2/22/22: Plywood soffits and wood fascia boards have been repaired or replaced in various places prior to recent re-painting. Some exposed ends of wood trim not repaired or sealed at east door overhang, but does not affect building envelope.		
	Exterior Windows	B2020		90.00% Good
	Exterior Doors and Grilles	B2050		90.00% Good
	Exterior Louvers and Vents	B2070		90.00% Good
Exterior Horizontal Enclosures	Roofing	B3010		90.00% Good
	<i>Comments:</i>	2/22/22: Recently cleaned asphalt shingles.		
	Roof Appurtenances	B3020		90.00% Good
	<i>Comments:</i>	2/22/22: Downspouts have been cleared of debris. Cleanout fittings have been installed at bottom of downspouts.		
Interior Construction	Interior Partitions	C1010		90.00% Good
	Interior Doors	C1030		90.00% Good
	Interior Grilles and Gates	C1040		90.00% Good
Interior Finishes	Wall Finishes	C2010		90.00% Good
	Flooring	C2030		62.00% Fair
	<i>Deficiencies:</i>	Irregular Surface		



School Facilities and Organization
 INFORMATION AND CONDITION OF SCHOOLS
 Asset Preservation Program Annual Board Report (Franklin Pierce School District)

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Interior Finishes	<i>Causes:</i>	Sealing, Settlement		
	<i>Comments:</i>	Previous: Gym floor is blistering along East/West line at South side. VCT tile joints widening. 2/22/22: This is still true, but is expected for material's age. No moisture or other irregular issues detected.		
	Ceiling Finishes	C2050		90.00% Good
	<i>Comments:</i>	2/22/22: Prior ACP ceiling damage has been fixed. Current stains on tiles are from old damage. No roof or pipes leaks are known.		
Plumbing	Domestic Water Distribution	D2010		90.00% Good
	Sanitary Drainage	D2020		90.00% Good
	Building Support Plumbing Systems	D2030		90.00% Good
HVAC	Heating Systems	D3020		90.00% Good
	Facility HVAC Distribution Systems	D3050		90.00% Good
	Ventilation	D3060		90.00% Good
Fire Protection	Fire Suppression	D4010		90.00% Good
	Fire Protection Specialties	D4030		90.00% Good
Electrical	Electrical Services and Distribution	D5020		90.00% Good
	General Purpose Electrical Power	D5030		90.00% Good
	Lighting	D5040		90.00% Good
	<i>Deficiencies:</i>	Uneven or Low light Levels		
	<i>Causes:</i>	Other		



School Facilities and Organization
 INFORMATION AND CONDITION OF SCHOOLS
 Asset Preservation Program Annual Board Report (Franklin Pierce School District)

Building Components

SUB-ASSEMBLY	COMPONENT	COMPONENT CODE	MAINTENANCE PRIORITY	CONDITION RATING
Electrical	<i>Comments:</i>	2/22/22: Classroom lights eventually should be converted from T8 fluorescent to LED for consistency.		
Communications	Data Communications	D6010		90.00% Good
	Voice Communications	D6020		90.00% Good
	Distributed Communications and Monitoring	D6060		90.00% Good
Electronic Safety and Security	Electronic Surveillance	D7030		90.00% Good
	Detection and Alarm	D7050		90.00% Good
Integrated Automation	Integrated Automation Facility Controls	D8010		0.00% Unsatisfactory
	<i>Deficiencies:</i>	Other		
	<i>Causes:</i>	Equipment Obsolescence, Other		
	<i>Comments:</i>	Previous: Campus is not connected to district-wide emergency management system. 2/22/22: Gym will eventually be part of Brookdale campus.		
Furnishings	Fixed Furnishings	E2010		62.00% Fair
	<i>Deficiencies:</i>	Surface Deterioration		
	<i>Causes:</i>	Deterioration		
	<i>Comments:</i>	Previous: Countertops are worn and need to be replaced. 2/22/22: This is still the case but are still usable. Replacement is not necessary.		



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: Vicki Bates, Executive Director of Teaching and Learning Services
DATE: March 8, 2022
SUBJECT: Form 2418F: Waiver of High School Graduation Credits

BACKGROUND INFORMATION

Revised Board Form 2418F: Waiver of High School Graduation Credits reflects HB1295 (2021) rules that require school districts to add "In or have been released from an institutional education facility" as an allowable basis for graduation credit waiver.

RECOMMENDATION

None.

ACTION REQUIRED

None. This is an information item only.

WAIVER OF HIGH SCHOOL GRADUATION CREDITS

Application for waiver of up to two elective high school graduation credits
based on a student's circumstances

Instructions:

Please review the district's Policy and Procedure 2418 prior to completing this form. This form must be completed, signed and provided to the Superintendent's office no later than thirty business days prior to high school graduation for the year the waiver is requested.

Providing the completed form does not automatically guarantee a waiver will be granted. Once the application is submitted, the Superintendent or designee will respond to the request within ten business days with their decision.

Please attach any and all materials and/or documentation that would establish the existence of the circumstances justifying a waiver (e.g., physician's letter). Please attach additional pages if necessary to the narrative section.

Parents or adult students with limited English proficiency may request that this application and/or the policy and procedure be provided in a language that they understand.

Student Identification (required):

Name of person completing this form: _____

Relationship to student: _____

Address of person completing this form: _____

Daytime phone number: _____

Student's name: _____

Student's ID number/Date of birth: _____

Expected year of graduation: _____

Basis for Waiver Request (required - check all that apply):

- ☐ Disability (regardless of whether student has an IEP or Section 504 plan)
- ☐ Health condition resulting in student's inability to attend class
- ☐ Homelessness
- ☐ Limited English proficiency
- ☐ No opportunity to retake classes or enroll in remedial classes free of charge during the first four years of high school
- ☐ Transfer during the last two years of high school from a school with different graduation requirements
- ☐ In or have been released from an institutional education facility
- ☐ Other circumstances (e.g., emergency, natural disaster, trauma, personal or family crisis) that directly compromised the student's ability to learn

Narrative (required):**Signature and Authorization (required):**

I am requesting that the superintendent or designee waive _____ (*insert up to two elective credits*) required for (*insert student's name*) _____ high school graduation in (*insert year*) _____ due to the circumstances indicated above.

I hereby authorize the superintendent or designee to contact, consult and/or confer with any individual referenced in this application who would have knowledge of my circumstances, except for those subject to a duty of confidentiality.

I hereby certify that the information provided on this application is true and accurate to the best of my knowledge.

Signature of parent or adult student (required):**Date (required):**



Franklin Pierce Schools

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

MEMORANDUM

TO: Board of Directors
FROM: James Hester, Deputy Superintendent of PK-12
DATE: March 8, 2022
SUBJECT: Procedure 3211P: Gender-Inclusive Schools

BACKGROUND INFORMATION

Although WSSDA first developed a transgender student model policy and procedure in 2013, this is not a static issue. SB 5689 (2019) required WSSDA and OSPI to collaborate and update WSSDA's model policy and procedure regarding transgender students. You'll notice several changes, but one that may stand out is the name change from "Transgender Students" to "Gender-Inclusive Schools." The new name is more accurate and encompassing.

Many of the revisions add or revise key definitions and terms. Other revisions include consulting with students before making assumptions. Additionally, SB 5689 required some specific revisions, such as requiring districts to designate a district staff member as the primary contact for the policy and procedure. Starting in the 2020-2021 school year, SB 5689 requires that each district's primary contact participates in at least one OSPI training. Additionally, the legislation requires that school districts share this policy and procedure with parents, students, volunteers, and school employees.

RECOMMENDATION

None.

ACTION REQUIRED

None. This is an information item only.

TRANSGENDER STUDENTS **GENDER-INCLUSIVE SCHOOLS**

The principal or building administrator or an appropriate, designated school employee is encouraged to request a meeting with a transgender or gender-expansive student ~~and their parent/guardian~~ upon the student's enrollment in the district or in response to a currently enrolled student's change of gender expression or identity.

The goals of the meeting are to:

- Develop understanding of that student's individual needs with respect to their gender expression or identity, including any accommodations that the student is requesting or that the district will provide according to Policy 3211, this procedure, and under state and federal law; and
- Develop a shared understanding of the student's day-to-day routine within the school so as to foster a relationship and help alleviate any apprehensions the student may have with regard to their attendance at school.

The school may not require the student to attend a meeting as ~~a~~ condition of providing them with the protections to which they are entitled under Policy 3211, this procedure, and state and federal law regarding gender expression or identity.

Key Definitions/Terms

- **Assigned sex at birth:** The sex a person was given at birth, usually based on anatomy or chromosomes (e.g., male, female, intersex, etc.).
- **Cisgender:** A term used to describe people whose assigned sex matches their gender identity and/or gender expression (e.g., someone who was assigned female at birth and whose gender identity and/or gender expression is also female).
- **Gender Expansive:** A wider, more flexible range of gender identities or expressions than those typically associated with the binary gender system.
- **Gender Expression** ~~is the manner:~~ The external ways in which a person ~~represents or~~ expresses their gender to ~~others, often the world, such as~~ through their behavior, ~~clothing, hairstyles, activities, voice, or emotions, mannerisms, dress, grooming habits, interests, and activities.~~
- **Gender Identity** ~~is a:~~ A person's internal and deeply felt ~~internal~~ sense of being ~~male or~~ female, male, both, non-binary, gender-expansive, or other regardless of ~~their sex the~~ gender assigned at birth.
- ~~Gender Nonconforming is a term for people whose gender expression differs from stereotypical expectations about how they should look or act based on the gender they were assigned at birth. This includes people who identify outside traditional gender categories or identify as both genders, or as gender neutral.~~

- ~~Biological Sex/Sex refers to a person's internal and external anatomy, chromosomes, and hormones.~~
- **Transgender** ~~is a general:~~ A term often used to describe a person whose gender identity ~~and/or expression is, or both, are~~ different from ~~that~~ those traditionally associated with ~~the person's gender~~ their sex assigned at birth.
- **Transitioning** ~~is the:~~ The process in which a person ~~changes their gender expression to better reflect their gender identity. goes from living and identifying as one gender to living and identifying as another.~~

Communication and Use of Names and Pronouns

An appropriate school employee will privately ask a known transgender or gender-expansive student how they would like to be addressed in class, in correspondence to the home, and at conferences with the student's parent/guardian. That information will be included in the electronic student record system along with the student's legal name in order to inform teachers and staff of the name and pronoun by which to address the student. However, the student's legal name should be accessible by only necessary staff members—it should not be visible to teachers or other staff who have access to the electronic records system.

When appropriate or necessary, this information will be communicated directly with staff to facilitate the use of proper names and pronouns. A student is not required to change their official records or obtain a court-ordered name and/or gender change as a prerequisite to being addressed by the name and pronoun that corresponds to their gender identity.

When communicating with transgender or gender-expansive students regarding particular issues such as conduct, discipline, grades, attendance or health, school employees will focus on the conduct or particular issues rather than making assumptions regarding the student's actual or perceived gender identity or gender expression.

School staff shall not intentionally disclose the student's transgender or gender-expansive status except as authorized by law.

Official Records

The ~~district standardized high school transcript~~ is required to maintain a permanent student the only official record ~~which includes the that requires a~~ student's legal name ~~and.~~ The district will change a student's official records to reflect a change in legal name upon receipt of:

1. Documentation that the student's legal name or gender has been changed pursuant to a court order or through amendment of state or federally-issued identification; or
2. A written, signed statement explaining that the student has exercised a common-law name change and has changed their name for all intents and purposes and that the change has not been made for fraudulent reasons.

Schools may change a student's official gender designation upon parent or student request pursuant to the Office of the Superintendent of Public Instruction's (OSPI's) process found at <http://www.k12.wa.us/cedars/CEDARSDDataFormQA.aspx>; <https://www.k12.wa.us/sites/default>

/files/public/cedars/pubdocs/2018-19cedarsreportingguidance.pdf. The process should not be overly cumbersome, and the district may not require verification from a physician.

~~To the extent that the district is not legally required to use a student's legal name and biological sex on school records or documents, the district should use the name and gender by which the student identifies. In situations where school employees are required by law to use or report a student's legal name or gender, such as for standardized testing, school staff should adopt practices to avoid the inadvertent disclosure of the student's transgender or gender nonconforming status.~~

The school should use the name and gender by which the student identifies on all other records, including but not limited to school identification cards, classroom seating charts, athletic rosters, yearbook entries, diplomas, and directory information.

Confidential Health or Educational Information

Information about a student's gender status identity, legal name, or ~~gender~~-assigned sex at birth may constitute confidential medical or educational information. Disclosing this information to other students, their parents, or other third parties may violate privacy laws, such as the federal Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232; 34 C.F.R. Part 99). Therefore, to ensure the safety and well-being of the student, school employees should not disclose a student's transgender or gender ~~nonconforming-expansive~~ status to others, including the student's parents and/or other school personnel, unless the school is: (1) legally required to do so; or (2) the student has authorized such disclosure. Nothing in this Procedure shall be interpreted to prohibit disclosure of such information in the case of emergency, or under another exception recognized by FERPA, or from complying with the district's duty to disclose student records to parents as required by FERPA.

~~Communication and Use of Names and Pronouns~~

~~An appropriate school employee will privately ask known transgender or gender nonconforming students how they would like to be addressed in class, in correspondence to the home, and at conferences with the student's parent/guardian. That information will be included in the electronic student record system, along with the student's legal name, in order to inform teachers and staff of the name and pronoun by which to address the student. When appropriate or necessary, this information will be communicated directly with staff to facilitate the use of proper names and pronouns. A student is not required to change their official records or obtain a court-ordered name and/or gender change as a prerequisite to being addressed by the name and pronoun that corresponds to their gender identity.~~

~~When communicating with transgender or gender nonconforming students regarding particular issues such as conduct, discipline, grades, attendance or health, school employees will focus on the conduct or particular issues rather than making assumptions regarding the student's actual or perceived gender identity. When communicating with parents of transgender or gender nonconforming students, school employees will refrain from the use of gender pronouns and refer to the student by name whenever practicable. The district will not condone the intentional and persistent refusal to respect a student's gender identity, or inappropriate release of information regarding a student's transgender status.~~

Restroom Accessibility

Students will be allowed to use the restroom that is consistent with their gender expression or identity ~~consistently asserted at school~~. Any student ~~—transgender or not— who has a need or desire for increased privacy, —~~ regardless of ~~the underlying reason, will be provided~~ gender identity—who requests greater privacy should be given access to an alternative restroom. ~~No~~ However, schools may not require a student ~~will be required~~ to use an alternative restroom because ~~they are~~ of their transgender ~~or gender-expansive status~~.

Locker Room Accessibility

Use of locker rooms by transgender or gender ~~nonconforming-expansive~~ students will be assessed on a case-by-case basis, with the goal of maximizing transgender or gender nonconforming-expansive student social integration, providing an equal opportunity to participate in physical education classes and athletic opportunities, and ensuring the student's safety. The district will take an approach that conforms with OSPI's guidelines. In most cases, the district should provide the student access to the locker room that corresponds to the gender identity they assert at school. ~~Any student —transgender or not— who has a need or desire for increased privacy, regardless of the underlying reason, will be provided a reasonable alternative changing area.~~ Reasonable alternatives to locker room conditions for any student who wants additional privacy include, but are not limited to:

- Use of a private area (e.g., nearby restroom stall with a door, an area separated by a curtain, an office in the locker room, or a nearby health office restroom); ~~or~~
- A separate changing schedule (i.e., utilizing the locker room before or after the other students ~~).~~).

~~Any alternative to locker room conditions~~ The school will ~~be provided in a manner that allows provide accommodations needed to allow~~ the student to keep ~~his or her~~ their transgender or gender ~~nonconforming-expansive~~ status private. No student, ~~however,~~ will be required to use a locker room that conflicts with his or her gender identity.

Sports and Physical Education Classes

The district will provide all students, including transgender and gender-expansive students, the opportunity to participate in physical education and athletic programs/opportunities in a manner that is consistent with their gender identity.

A student may seek review of his or her eligibility for participation in interscholastic athletics by working through the Gender Identity Participation procedure set forth by the Washington Interscholastic Activities Association (WIAA).

Dress Codes

The district will allow students to dress in a manner that is consistent with their gender identity and/or gender expression within the constraints of the dress codes adopted at their school site and within the constraints of the district guidelines for dress as they relate to health and safety issues (e.g., prohibitions on wearing gang-related apparel). School dress codes will be gender-

neutral and will not restrict a student's clothing choices on the basis of gender. The district will take an approach that conforms with OSPI's guidelines.

Other School Activities

In any school activity or other circumstance involving separation by gender (i.e., class discussions, field trips, and overnight trips), students will be permitted to participate in accordance with the gender identity they assert at school. Teachers and other school employees will make every effort to separate students based on factors other than gender where practicable.

Training and Professional Development

The district will designate one person to be the primary contact regarding this policy and procedure relating to transgender or gender-expansive students. The primary contact must participate in at least one mandatory training opportunity offered by OSPI. When possible, the district will conduct staff training and ongoing professional development in an effort to build the skills of all staff members to prevent, identify, and respond to harassment and discrimination. The content of such professional development should include, but not be limited to:

- Terms and concepts related to gender identity, gender expression, and gender diversity in children and adolescents;
- Appropriate strategies for communicating with students and parents about issues related to gender identity and gender expression, while protecting student privacy;
- Strategies for preventing and intervening in incidents of harassment and discrimination, including bullying and cyber-bullying; ~~and~~
- District and staff responsibilities under applicable laws and district policies regarding harassment, discrimination, ~~and~~ gender identity, and gender expression issues.

Discrimination and Harassment Complaints

Discrimination and harassment on the basis of sex, ~~sexual-orientation~~ gender identity, or gender ~~identity or~~ expression are prohibited within the district. It is the responsibility of each school, the district, and all staff to ensure that all students, including transgender and gender non-conforming-expansive students, have a safe school environment. The scope of this responsibility includes ensuring that any incident of discrimination or harassment is given immediate attention and/or reported to the person designated as the primary contact relating to transgender or gender-expansive students. The primary contact will communicate with the district's Civil Rights Compliance Coordinator.

Complaints alleging discrimination or harassment based on a person's actual or perceived gender identity or expression are to be taken seriously and handled in the same manner as other discrimination and ~~or~~ harassment complaints. This includes investigating the incident and taking age and developmentally appropriate corrective action. Anyone may file a complaint alleging a violation of this policy using the complaint process outlined in the district's Nondiscrimination Procedure 3210P.

The district will share this policy and procedure with students, parents/guardians, employees, and volunteers.



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: Dr. Lance Goodpaster, Superintendent
DATE: March 8, 2022
SUBJECT: Approved Out-of-State Staff Travel Requests

Travel Dates	Traveler Name(s)	Conference/Destination	Funding Source(s)
3/31/22-4/04/22	Tim Enfield	Learning and the Brain <ul style="list-style-type: none">New York, NY	<ul style="list-style-type: none">LAP High Poverty and General Funds
5/13/22-5/19/22	Teresa Sawyer	Division on Career Development & Transition <ul style="list-style-type: none">Myrtle Beach, FL	<ul style="list-style-type: none">Special Ed Funds