

The Honorable Robert J. Bryan

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA

J.W., a minor, through his guardian ad litem,  
SALVADOR MUNGIA; S.R., a minor, by  
and through his parents, SAMUEL  
REUPENA and TAFAGO REUPENA,

Plaintiffs,

vs.

PIERCE COUNTY, a political sub-division  
in the State of Washington; TACOMA  
PUBLIC SCHOOLS, a.k.a. Tacoma School  
District No. 10; and RANDY DORN,  
Superintendent of Public Instruction, in his  
official capacity,

Defendants.

CLASS ACTION

No. 3:09-cv-5430-RJB

SETTLEMENT AGREEMENT AND  
CONSENT DECREE

This Settlement Agreement and Consent Decree resolves all claims arising out of the class action lawsuit *J.W., et al., v. Pierce County, et al.*, No. 09-05430 RJB, United States District Court for the Western District of Washington at Tacoma, by Plaintiffs (youth under the age of eighteen being held at the Pierce County jail, and their parents and guardians) against Defendants (Pierce County, Tacoma Public Schools, and Superintendent of Public Instruction Randy Dorn) regarding the alleged lack of educational services at the Pierce County Jail. In

[PROPOSED] SETTLEMENT AGREEMENT AND  
CONSENT DECREE- 1  
3:09-cv-5430-RJB

Columbia Legal Services  
Institutions Project  
101 Yesler Way, Suite 300  
Seattle, WA 98104  
(206) 464-0838

**EXHIBIT B**

1 order to avoid further expense, delay, and the risk of litigation, Plaintiffs and Defendants now  
2 desire to enter into a comprehensive settlement of all claims arising out of the suit.

3 This Settlement Agreement and Consent Decree (“Settlement”) shall not be construed as  
4 an admission by any party regarding liability or the violation of any state or federal law by  
5 Defendants. Liability or any duty giving rise to liability is expressly denied. The parties agree  
6 that this Settlement is in the best interest of the classes.

7  
8 **I. DEFINITIONS**

9 A. “Agreement” means this Settlement Agreement and Consent Decree.

10 B. “Certificated instructional staff” shall mean “certificated employees” as defined in  
11 RCW 28A.150.060 (2009).

12 C. “Court” means the United States District Court for the Western District of  
13 Washington at Tacoma.

14 D. “Day” shall mean a calendar day unless otherwise specified.

15  
16 E. “Defendants” means the following Defendants to the above entitled action: Pierce  
17 County, a political sub-division in the State of Washington; Tacoma Public Schools, a.k.a.  
18 Tacoma School District No. 10; and Superintendent of Public Instruction Randy Dorn, in his  
19 official capacity.

20 F. “Eligible detainees” shall mean Pierce County Jail detainees that are eligible for  
21 participation in the Program because they have not graduated from high school and are under  
22 eighteen on their first day of confinement to the Jail and the first day of the school year as  
23 defined below. For purposes of this Agreement, individuals who have not graduated from high  
24 school and are under eighteen on their first day of confinement at Remann Hall and who are

1 transferred to the Jail from Remann Hall are eligible for participation in the Program for the  
2 remainder of the school year in which they transfer. For purposes of this Agreement, those  
3 individuals sent to Western State Hospital or other mental health or medical facility for  
4 evaluation or other purpose while incarcerated at the Pierce County Jail are not included as  
5 eligible detainees while they are housed at Western State Hospital, but are eligible upon their  
6 return to the Jail if they were otherwise eligible prior to their transfer.

7 G. "IEP" means an Individualized Education Program as described by the federal  
8 Individuals with Disabilities Education Act (IDEA).

9 H. "Jail" means the Pierce County Jail, or any jail under the jurisdiction of Pierce  
10 County where both adults and youth under the age of eighteen are detained. Nothing included in  
11 this Agreement shall apply to juveniles housed at Remann Hall.

12 I. "Parent Class" and "Parents" means the parents and/or guardians of all  
13 individuals under 18 years of age who are members of the "Youth Class" as defined herein.

14 J. "Participant" means a member of the Youth Class enrolled in the education  
15 program to be implemented by Defendants pursuant to this Agreement.

16 K. "Parties" means Plaintiffs and Defendants.

17 L. "Pierce County" or "the County" means Defendant Pierce County, a political sub-  
18 division in the State of Washington.

19 M. "Plaintiffs" or "Classes" mean all members of the Youth Class and Parent Class.

20 N. "Program" means the educational program to be implemented by Defendants  
21 pursuant to this Agreement.

1 O. "Program Staff" means an employee or contractor of the Tacoma School District  
2 assigned to work with Participants.

3 P. "School day" means a weekday that is neither a weekend nor a school holiday as  
4 defined by RCW § 28A.150.050, and consistent with RCW § 28A.150.030 and the school  
5 instructional calendar for the Tacoma School District's regular school year.

6 Q. "School year" shall encompass the regular school days set by the Tacoma School  
7 District for the instruction of students.

8 R. "Segregation" means any form of confinement by which a member of the Youth  
9 Class is housed in a higher security level than the general classification level within the Jail.  
10 Segregation includes, but is not limited to: solitary confinement, administrative segregation,  
11 disciplinary segregation, protective custody, and intensive management unit settings.

12 S. "Superintendent" means the Defendant Superintendent of Public Instruction  
13 Randy Dorn in his official capacity.

14 T. "Tacoma Public Schools," or "the Tacoma School District," or "the District"  
15 means Defendant Tacoma Public Schools.

16 U. "Youth Class" shall mean all present and future Pierce County Jail detainees who  
17 have not graduated from high school and who are under eighteen on their first day of  
18 confinement to the Jail and the first day of the Tacoma School District school year, or who have  
19 transferred to the Jail from Remann Hall as set forth in paragraph 1.F. Except where otherwise  
20 explicitly stated, none of the obligations herein shall be interpreted to create any educational  
21 obligations for ineligible individuals age 18 or older.  
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1 **II. GENERAL OBLIGATIONS**

2 The District and the County shall implement an educational program at the Jail that  
3 satisfies legal requirements for providing educational services to the Youth Class. Unless  
4 otherwise explicitly stated herein, this agreement does not expand or reduce any education rights  
5 of Jail detainees over the age of eighteen.

6 **A. Provision of Education Services**

7 The program shall be conducted in accordance with Chapter 28A.150 RCW, unless  
8 otherwise authorized by state statute, the alternative learning experience requirements of WAC §  
9 392-121-182, or an alternative education program authorized by law.

10 **B. School Year**

11 Each program school year shall commence and operate consistent with the District's  
12 regular school instructional calendar or as otherwise authorized by RCW 28A.150.290(2) and  
13 chapter 392-129 WAC. Members of the Youth Class shall be permitted to participate in the  
14 program throughout the school year.

15 **C. Intake, Enrollment, and Transfer**

16 1. Pierce County shall inform Program Staff of a potential eligible detainee within  
17 48 hours of the eligible participant being booked into the Jail. Where obtained during intake,  
18 such notification to Program Staff shall include name, date of birth, home address, and  
19 parent/guardian contact information.

20 2. Within three school days of being informed by the County of a potential eligible  
21 detainee pursuant to paragraphs 1 and/or 5 of this section, Program Staff shall meet with and  
22

1 inquire of an eligible detainee whether the detainee would like to enroll in the Program. Where  
2 an eligible detainee is admitted to the Jail outside of the regular School Year, the meeting must  
3 occur within three school days of the first day of the School Year.

4 3. If the eligible detainee authorizes his or her enrollment in the Program, within two  
5 school days of such grant of authorization, Program Staff shall conduct an initial assessment of  
6 the Participant to determine appropriate instructional strategies for implementation of a student  
7 learning plan.

8 4. Within two school days of providing the initial assessment, Program Staff shall  
9 begin providing educational services to the detainee.

10 5. If an eligible detainee initially refuses to participate in the Program and later  
11 decides he or she would like to participate, and, if he or she expresses such intent in writing or  
12 via "kite," the detainee shall be permitted to participate if he or she is still eligible. Within 48  
13 hours of receiving such a request, Jail staff shall convey the request to the Program Staff  
14 member(s) designated by the District to receive such notices.

15 6. Within four school days of an eligible detainee authorizing his or her enrollment  
16 in the Program, and once provided with necessary contact information, the District shall request  
17 the educational records of eligible detainees.

18 7. If a Participant expresses a desire to withdraw from the Program, the following  
19 steps must be taken: (a) a written withdrawal of services sheet must be signed by both the  
20 Participant and the Program Staff, noting date, time, reason for withdrawal, and advisement that  
21 the eligible detainee may re-enroll at anytime he or she remains eligible and directions on how to  
22 do so, (b) if the student is not yet 18 years of age, the District shall notify the parents of the  
23 do so, (b) if the student is not yet 18 years of age, the District shall notify the parents of the  
24 do so, (b) if the student is not yet 18 years of age, the District shall notify the parents of the  
25 do so, (b) if the student is not yet 18 years of age, the District shall notify the parents of the

1 Participant's withdrawal from the program by mailing a notification to their last known mailing  
2 address if available, and (c)Pierce County jail shall make an entry into the jail behavioral log of  
3 the date of withdrawal. Detainees shall not be subject to institutional discipline for withdrawing  
4 or otherwise failing to participate in an educational program.

5 8. In the event that a Participant fails to participate in the Program for reasons other  
6 than illness, attendance in court, meeting with a lawyer, case worker, counselor, physician,  
7 dentist, nurse, or other professional service provider, or an absence otherwise excused pursuant  
8 to the District's attendances and absences policy for a period of ten consecutive school days,  
9 he/she shall be deemed to have withdrawn from the Program.

10 9. The Participant and the Participants' parent shall be provided with written notice  
11 of the Participants' withdrawal from the program. The notice shall inform the Participant that he  
12 or she may resume educational services if he or she is still eligible by submitting a written  
13 request or "kite."

14 10. When known by the Jail, it shall notify the District two weeks prior to the release  
15 or transfer of any Participants from the Jail. If not possible, notification shall be given at the  
16 earliest possible time.

17 11. When offered participation in the program, eligible detainees shall be provided  
18 with the Notice of Education Rights for Youth attached hereto as Exhibit 1 and the most current  
19 version of the Student Rights, Responsibilities & Regulations handout provide to Tacoma Public  
20 Schools students (the 2008-09 version is attached hereto as Exhibit 2). The District shall also  
21 mail to the parents of eligible detainees a copy of the Notice of Education Rights for Parents and  
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1 Guardians attached hereto as Exhibit 3 and a copy of the Student Rights, Responsibilities &  
2 Regulations handout.

3 **D. Written Learning Plan**

4 1. Within ten school days of the date the initial assessment is provided pursuant to  
5 paragraph II.C.3, Program Staff shall develop and implement a written learning plan for the  
6 Participant in accordance with the requirements of WAC § 392-121-182, or an alternative  
7 education program authorized by law.

8 2. The plan must be individually tailored to the specific educational needs of the  
9 participant.

10 3. The District shall provide each participant, and the parent(s) of each participant,  
11 with an opportunity to have input regarding the design of the plan, provided, however, plans may  
12 be implemented in the absence of parental input.

13 4. The plan must include a description of the specific learning goals and  
14 performance objectives of the learning experience that will meet the requirements of Section  
15 II.G. The description shall clearly identify the requirements a student must meet to successfully  
16 complete the course or program in sufficient detail to guide and advise the student.

17 5. The plan must identify the instructional materials essential to successful  
18 completion of the learning plan.

19 6. The plan must include a description of the timelines and methods for evaluating  
20 student progress toward the learning goals and performance objectives specified in the learning  
21 plan.  
22  
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1           7.       Students that are eligible for special education must be provided with written  
2 learning plans that are consistent with their IEPs and that comply with the requirements of the  
3 federal Individuals with Disabilities Education Act (“IDEA”), Section 504 of the Rehabilitation  
4 Act, the Washington State Special Education Act, and all other special education requirements  
5 under federal and state program authorized by law. Nothing in this Settlement Agreement or  
6 related provisions is intended, however, to supersede or supplant the remedies provided for in the  
7 IDEA and other applicable state and federal laws regarding the education of students with  
8 disabilities. The parties agree that, absent a systemic failure by the parties to identify, support,  
9 or deliver special education services, modifications or accommodations to students with  
10 disabilities as required under those laws, Participants must exhaust their administrative remedies  
11 under such laws, to the extent required under the law, before bringing any enforcement action  
12 pursuant to this settlement, pertaining to a violation of their rights to special education services.  
13 Nothing in this agreement is intended to prevent students with disabilities from bringing an  
14 enforcement action under this agreement for claims not related to their status of having a  
15 disability.  
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18       **E. Program Staffing**

19           1.       Staffing of the program will be sufficient to fulfill the requirements of this  
20 Agreement, including appropriately certificated instructional staff. The School District shall  
21 provide other specialized certified instructors and educational staff associates (e.g., speech  
22 pathologists, occupational therapists, audiologists, nurses, psychologists, etc.) as appropriate  
23 according to each Participant’s Individualized Education Plan (IEP), where applicable.  
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1 2. Participants shall have direct, one-on-one personal contact with program  
2 instructional staff for an average of one hour per week. Only a half-hour per week of one-on-one  
3 personal contact with instructional staff shall be required for Participants that receive at least one  
4 hour per week of group contact time with instructional staff. Group instruction is limited to four  
5 or fewer Participants and is not required under this agreement.

6 3. Participants shall be permitted to contact the Program Staff in writing (e.g., via a  
7 kite) with issues or questions concerning the Program.

8  
9 **F. Program Offerings**

10 1. The courses provided to Participants of the program shall be courses in the subject  
11 matters identified for inclusion in the common school curriculum by the Washington State  
12 Legislature and the Superintendent of Public Instruction including those subjects identified in  
13 RCW §§ 28A.230.020, .050, .070 and WAC §§ 392-410-115, -120, -135 that will allow each  
14 Participant to earn credits toward the District's graduation requirements and satisfy the  
15 requirements for an Alternative Learning Experience course of study under WAC 392-121-182,  
16 or an alternative education program authorized by law. Provided, where the Participant is not  
17 making sufficient educational progress and the student is not able to perform high school level  
18 work, consistent with the student learning plan, the District may offer a remedial course at a level  
19 appropriate to ensure educational progress, even if such course does not carry high school credit.

20  
21 2. If it is determined that to fulfill graduation requirements a particular Participant  
22 needs a specific type of credit that may create a safety or security issue in the Jail, where feasible  
23 Program Staff and the District, in consultation with Jail staff, shall provide the Participant an  
24 alternate course of instruction that is practical and appropriate for the Jail population and that  
25

1 will satisfy graduation requirements. Within five school days of determining that it is not  
2 feasible to provide such an alternate course of instruction or seek a viable alternative to securing  
3 the credit necessary for graduation, the District will notify the parties. Within five school days of  
4 such notification, the parties will meet and confer in good faith to determine the appropriate  
5 action to take with respect to the Participant's educational services. If the parties are not able to  
6 resolve the matter by meeting and conferring in good faith, any party may file a motion with the  
7 Court seeking relief based under the Washington State Constitution and/or Chapter 28A.150  
8 RCW or other applicable state statute. Where an alternate course of instruction is provided under  
9 this paragraph, Program Staff shall document the reasons for providing the alternate course.

10  
11 3. The Program shall utilize curricula, course content, instructional materials and  
12 other learning resources as authorized by law.

13 4. Eligible Participants shall receive an educational program that shall include all  
14 elements necessary to ensure compliance with federal and state requirements regarding education  
15 of Participants with disabilities including, but not limited to, those eligible for services under the  
16 Federal Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act.

17  
18 **G. Fulfillment of Graduation Requirements**

19 1. The Program shall provide sufficient opportunity for Participants to pursue full or  
20 partial credit which will count toward high school graduation requirements in the Tacoma School  
21 District.

22 2. The Program shall provide an opportunity for Participants to earn a minimum of  
23 six "high school credits" (as the term is defined in WAC § 180-51-050) per school year that are  
24 generally applicable toward fulfilling the Participants' graduation requirements in the Tacoma  
25

1 School District. Whether, and the extent to which, a Participant earns credits is dependent on the  
2 Participant's progress and participation does not guarantee any Participant receives high school  
3 credit. An individual Participant's educational program will include provision of class and credit  
4 type necessary for graduation, subject to paragraph II.F.2, but does not guarantee provision of  
5 any specific class.

6 3. The Program shall allow for partial credit retrieval. Subject to those limitations  
7 articulated in this Agreement, the Program shall provide sufficient opportunity to complete other  
8 requirements for graduation.

#### 10 **H. Accessibility and Special Education**

11 The program shall be accessible to all eligible Participants, including those with  
12 disabilities, and shall be administered and provide special education services, program  
13 modifications and accommodations in accordance with the federal Individuals with Disabilities  
14 Education Act ("IDEA"), Section 504 of the Rehabilitation Act, and other applicable state and  
15 federal laws regarding the rights of students with disabilities to receive a public education.  
16 Nothing in this Settlement Agreement or related provisions is intended, however, to supersede or  
17 supplant the remedies provided for in the IDEA and other applicable state and federal laws  
18 regarding the education of students with disabilities. The parties agree that, absent a systemic  
19 failure by the parties to identify, support, deliver special education services, modifications or  
20 accommodations to students with disabilities as required under those laws, Participants must  
21 exhaust their administrative remedies under such laws, to the extent required under the law,  
22 before bringing any enforcement action pursuant to this settlement pertaining to a violation of  
23 their rights to special education services. Nothing in this agreement is intended to prevent  
24

1 students with disabilities from bringing enforcement action under this agreement for claims not  
2 related to their status of having a disability.

3 **I. Parental Involvement**

4 1. Parent(s) of Participants who are under the age of 18 shall have the right to  
5 provide input in developing the written learning plan and shall have a right to review all  
6 education records of the Participant in accordance with the requirements of RCW § 28A.605.030  
7 and its supporting regulations. The failure of a Participant's parent(s) to assist in developing the  
8 written learning plan or to otherwise become involved in the Participant's education under the  
9 program shall not preclude the Participant from enrollment in the Program or implementation of  
10 the learning plan.  
11

12 2. Defendants shall also comply with federal and state law governing special  
13 education requirements regarding involvement of parents of Participants with special education  
14 needs, including participation in IEP meetings.  
15

16 **J. Evaluation and Progress Review**

17 1. Each Participant's educational progress shall be reviewed at least monthly by the  
18 Program Staff and the results of each review shall be communicated to the Participant. When  
19 requested by the Participant's parent(s), Program Staff shall update the Participant's parent(s)  
20 regarding the Participant's progress each time the Participant earns a credit. The information  
21 provided to the Participant and the Participant's parent(s) shall include a description of the  
22 Participant's progress toward meeting graduation requirements.  
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1 2. If the Participant fails to make satisfactory progress for two consecutive  
2 evaluation periods or if the Participant fails to follow the written learning plan, an intervention  
3 plan designed to improve Participant progress shall be developed and implemented. This  
4 intervention plan shall be developed by instructional staff in conjunction with the Participant. If,  
5 after no more than two subsequent evaluation periods, the Participant still is not making  
6 satisfactory progress, a plan designed to more appropriately meet the Participant's educational  
7 needs shall be developed and implemented by Program Staff in conjunction with the Participant.

8 3. Participants shall be assessed using District-wide recurring assessments used by  
9 the District, consistent with state requirements or guidelines for assessments.

10 4. Evaluations and assessments for Participants with special education needs shall  
11 conform to the requirements of federal and state laws regarding special education.

12  
13 **K. School Discipline**

14 A Participant, including Participants placed in Segregation, shall be expected to comply  
15 with all student rules and conduct code provisions of the District, a copy of which shall be  
16 provided to them. They shall be subject to discipline consistent with applicable statutes,  
17 regulations and District policies.

18  
19 **L. Institutional Discipline**

20 1. Participants shall not be deprived of participation in the Program as a result of  
21 discipline taken by the Pierce County Jail unless it occurs during, or is related to, the Program.

22 2. Institutional discipline shall not result in the loss of participation in the Program.  
23 Where Participants are placed in Segregation or any other special housing unit, or where there is  
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1 some other emergent situation involving or affecting the Participants, Participants shall be  
2 permitted to continue their participation in the program to the extent continuation is feasible.

3 **M. Maintenance and Release of Participant Records**

4 1. Maintenance of student records shall be in accordance with the Office of  
5 Secretary of State's Local Government Records and Retention Schedule for School Districts.  
6 Participant files shall be maintained at the jail to the extent necessary to implement the education  
7 program, Participants' written learning plans, and Participants' IEPs, and shall include but not be  
8 limited to current transcripts, IEPs, behavioral intervention plans, functional behavioral  
9 assessments, and current evaluations. These files shall be accessible by the Program Staff.

10 2. Access to and release of a Participant's educational records shall be in accordance  
11 with the Family Educational Rights and Privacy Act (FERPA) and other applicable federal and  
12 state laws pertaining to student and public records. After a Participant is released from the Jail,  
13 upon receipt of a request for the Participant's educational records, the District shall transmit the  
14 records as requested in accordance with the requirements of RCW § 28A.225.330.  
15

16 **N. Educational Materials and Facility Conditions**

17 1. The District shall provide Participants with all educational materials and supplies  
18 (e.g., books, workbooks, writing implements, paper, tests, rulers, calculators, computers, etc.),  
19 and access to such materials and supplies, necessary to ensure that Participants can fully  
20 participate in the program and fulfill the requirements of their written learning plan with regard  
21 to jail security considerations. The materials and supplies shall, at minimum, be consistent in  
22 quality with those available to the District's overall student population.  
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1           2.       Pierce County shall ensure that the jail facilities that are used for the program are  
2 adequately maintained and sufficient to allow the program requirements of this Agreement to be  
3 met. The School District and Pierce County shall also ensure that Participants are provided with  
4 an adequate opportunity to fulfill the requirements of their written learning plan and other  
5 applicable program requirements. This shall include allowing a Participant an average of five  
6 hours per school day for independent study, receipt of instruction, or other course work, except  
7 where doing so is not practicable in light of the Participant's illness, attendance in court, meeting  
8 with a lawyer, case worker, counselor, physician, dentist, nurse, or other professional service  
9 provider, or an absence otherwise excused pursuant to the District's attendances and absences  
10 policy, or other exigent circumstances.

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12           3.       Pierce County shall provide and maintain a clean and appropriate classroom  
13 environment sufficient to meet the program requirements. The County shall provide Participants  
14 with access to classroom space as necessary to fulfill the requirements of this Agreement and to  
15 fulfill the Participants' written learning plans consistent with security considerations.

16           4.       Pierce County shall also provide and maintain furnished office space for Program  
17 Staff, which must include a telephone and access for long distance calls, a lockable file cabinet,  
18 access to a copy machine, access to a fax machine, and access to the Internet sufficient to access  
19 the District's network.  
20

21           **O. Office of Superintendent of Public Instruction Oversight**

22           1.       During the term of this Agreement, Defendant Superintendent of Public  
23 Instruction shall supervise the provision of educational services at the Jail in accordance with  
24 relevant federal and state law.



1           2.       In addition, the Superintendent shall make a good faith effort to identify funding  
2 sources for the provision of the program, including consideration of additional funds, such as  
3 funds for institutional education.

4 **III. MONITORING**

5 **A. Selection**

6           The parties have agreed that Michael S. Blair shall serve as a Settlement Monitor who  
7 will monitor this Agreement as set forth below.  
8

9 **B. Duties**

10           1.       During the first four full semesters during the term of this agreement, there will  
11 be monitoring of the program. During this time period, the monitor shall be required to do the  
12 following:  
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14           a.       Conduct two reviews (the first to occur during the first two months of each  
15 semester and the second before each semester ends unless otherwise noted) to include the  
16 following:  
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- 18           i.       On site visitation of the jail education program with reasonable notice to  
19 the Defendants or their designee (minimum 5 school days in advance);  
20           ii.       During each visit, the monitor will interview at least 4 program  
21 participants (if such participants are available and consent to be  
22 interviewed) and review the records of each student interviewed that the  
23 monitor deems are relevant to compliance with the provisions of the  
24 settlement;  
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- 1           iii. Over the course of the semester reviews, interview at least 3  
2           parents/guardians (if consenting parents are available) (these interviews  
3           can be conducted by phone);
- 4           iv. Over the course of the semester reviews, interview at least 2 eligible  
5           detainees who refused enrollment in the program (if such detainees are  
6           available and consent to be interviewed);
- 7           v. Within 15 days of each review, the monitor shall submit a verification  
8           letter to all parties confirming the visit and flagging any issues raised  
9           during the course of the limited review so that the parties can address them  
10          instead of waiting until the end of the semester. Should issues arise  
11          outside of the timeframe for the visits (e.g., during a parent interview), the  
12          monitor will give the parties written notice of the issue within 15 days. If  
13          at all possible, the monitor shall also immediately provide an oral report to  
14          the school staff and jail staff of any issue that might be included in any  
15          forthcoming verification letter;
- 16          vi. During the course of the visits, the parties shall provide the monitor access  
17          to program faculty and records as the monitor requests and shall allow the  
18          monitor to observe classes. It is expressly agreed that the monitor shall  
19          not disrupt the provision of educational services in the execution of his or  
20          her duties. Minor interruptions are not considered a disruption; and
- 21          vii. To facilitate the monitor's review, the School District and County shall  
22          maintain at all times during the monitoring phase an accurate written log  
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1 of inmate contacts regarding enrollment, assessment, and class-time  
2 services. This will be provided for the monitor's review during each  
3 visitation and, if feasible, in advance of the review.

4 b. Conduct a full end-of-the-semester review of the program status in  
5 writing. This will include a review of all program records relevant to compliance with  
6 the provisions of the settlement, except with respect to the following requirements of the  
7 settlement for which appropriate Defendants may self-certify regarding their compliance  
8 or non-compliance: whether the school year is consistent with the District regular school  
9 instructional calendar (see Section II.B); whether detainees who are eligible for the  
10 program at the beginning of the school year are permitted to participate the entire year  
11 (see Section II.B); whether school records were requested within four school days of an  
12 eligible detainee authorizing enrollment and providing necessary contact information;  
13 whether notification was provided to the District two weeks prior to the release or  
14 transfer of any participants from the Jail or at the earliest possible time (see Section  
15 II.C.10); whether courses provided to Participants are in the subject matters identified in  
16 the common school curriculum by the Legislature and Superintendent of Public  
17 Instruction and allow the earning of credits toward District graduation requirements and  
18 the applicable Alternative Learning Experience course of study (see Section II.F.1);  
19 whether appropriate Defendants are in compliance with II.F.2; whether any eligible  
20 detainees were precluded from participation in the program because of the failure of the  
21 detainee's parent to assist in developing the written learning plan or otherwise become  
22 involved in the detainee's education (see Section II.I.1); and whether any detainees have  
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1 been subjected to institutional discipline for failing to participate in the program (see  
2 Section II.C.7). If a Defendant(s) certifies that non-compliance with this Agreement has  
3 occurred, the Defendant(s) shall provide the monitor and counsel for Plaintiffs all  
4 documents relevant to the non-compliance. The Monitor may also do further  
5 investigation into the non-compliance. During the end-of-semester review, the monitor  
6 may conduct supplemental interviews. If the monitor deems it necessary, he or she may  
7 investigate any issues that arise during the end-of-semester review or that arose in the two  
8 prior reviews during that particular semester. The monitor shall then submit a report to  
9 the parties within 30 days of the end of each semester.  
10

11 2. After the first four full semesters of monitoring, in the fourth semester report, the  
12 monitor shall certify whether or not the Defendants have substantially complied with the terms of  
13 this Agreement. If the monitor certifies that Defendants have not substantially complied with the  
14 terms of the Agreement, monitoring shall continue in the same manner for two additional  
15 semesters. If the monitor certifies that Defendants have substantially complied with the terms of  
16 the Agreement, monitoring shall continue for two semesters during which time the monitor need  
17 not conduct the reviews set forth in Section III.B.1.a.  
18

19 **C. Access to Information**

20 1. To the extent necessary to perform the duties described above, the Monitor shall  
21 have full and complete access to Defendants' records and staff, and Pierce County jail facilities  
22 and eligible detainees. Defendants shall direct all employees to cooperate fully with the Monitor.  
23

24 2. Upon the Monitor's request, Pierce County shall provide the Monitor with a list of  
25 all eligible detainees then being held at the Jail.

1           3.       Upon request of Plaintiffs' Counsel, Pierce County shall provide Plaintiffs'  
2 Counsel with a list of all eligible detainees then being held at the Jail and shall allow Plaintiffs'  
3 Counsel access to the eligible detainees.

4           4.       Throughout the duration of the settlement agreement, the parties shall provide all  
5 complaints received regarding the provision of educational services at the jail to the monitor for  
6 review and to counsel for all parties. This includes, but is not limited to kites, grievances, and  
7 written statements.

8  
9           **D. Payment**

10           Defendants shall pay the Monitor's reasonable fees and actual expenses incurred for  
11 performing the duties as outlined in this Agreement.

12           **E. Removal and Replacement of the Monitor**

13           The Monitor shall not be removed unless: (i) the Monitor resigns, (ii) the parties stipulate  
14 and agree in writing that the Monitor should be removed, or (iii) the Court determines that there  
15 is good cause. In the event the Monitor resigns or is otherwise removed under this paragraph  
16 before the expiration of the term of this Agreement, or in the event that Mr. Blair is not able to  
17 fill out the term of his service as monitor, he shall provide written notice to the parties' counsel  
18 as soon as feasible. The parties shall exchange the names of new proposed monitors no later  
19 than ten business days after all counsel are in receipt of that notice, or equivalent notice of his  
20 incapacity to serve in the event Mr. Blair is incapable of providing notice. Within five business  
21 days of this exchange, the parties shall meet and confer regarding agreed substitution for the  
22 remaining term of monitoring. If the parties are unable to identify a mutually agreeable monitor  
23  
24  
25

1 within ten business days of their meeting, then the matter shall be jointly brought before the  
2 Court for consideration. Each party shall submit to the Court names and CVs of at least two  
3 potential monitors. Any proposed monitor under this provision should possess similar work  
4 experience to that of current monitor Mike Blair in the fields of education administration and  
5 assessment of learning programs, and a background that demonstrates that the proposed monitor  
6 will be able to act independently of, and without bias toward, any of the parties.

7  
8 **IV. ENFORCEMENT**

9 **A. Dispute Resolution**

10 In the event the parties disagree over Defendants' performance of their obligations under  
11 this Agreement, the parties shall first meet and confer in good faith in order to attempt to resolve  
12 the disagreement without court intervention. If the parties are not able to resolve the matter by  
13 meeting and conferring in good faith, any party may proceed to request Court enforcement or  
14 other relief.

15  
16 **B. Attorneys' Fees and Costs**

17 The parties shall bear their own costs and attorneys' fees for this action, except that if  
18 Plaintiffs prevail in an action seeking to enforce the terms of this Agreement, the Court shall  
19 order one or more of the Defendants to pay reasonable attorneys' fees and costs of the  
20 enforcement action.

21  
22 **V. IMPLEMENTATION OF AGREEMENT**

23 Defendants shall come into full compliance with the terms of this Agreement within two  
24 months of its approval by the Court.

1 **VI. MODIFICATION AND TERMINATION OF AGREEMENT**

2 **A. Term of Agreement**

3 The settlement agreement will remain in effect for six full semesters plus 90 days, and  
4 Defendants shall comply with all applicable provisions. Plaintiffs may, however, move the court  
5 for an extension of the settlement with either full or reduced monitoring for a period no longer  
6 than two additional semesters. The court will grant the motion only upon a showing that there is  
7 a reasonable expectation that Defendants will materially deviate from the educational program  
8 required by the settlement agreement. There will be no extension of the settlement agreement in  
9 any event beyond eight full semesters from the date of its commencement.  
10

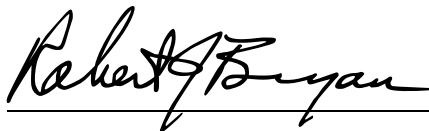
11 **B. Modification**

12 This Agreement may only be amended or modified by order of the Court pursuant to  
13 FRCP 23.  
14

15 **VII. EXECUTION IN COUNTERPARTS**

16 This Agreement may be executed by the Parties in one or more counterparts, transmitted  
17 by electronic or regular mail, each of which shall be deemed an original but all of which together  
18 shall constitute one and the same instrument.

19 DATED this 26th day of March, 2010.

20  
21 

22 ROBERT J. BRYAN  
23 United States District Judge  
24

1 The undersigned have agreed to the provisions forth above and to the entry of this  
2 Settlement Agreement and Consent Decree.

3 DATED: February 5, 2010

DATED: February 5, 2010

4 s/ Gavin Thornton

s/ Michelle Luna-Green

5 Gavin Thornton, WSBA #32996  
6 Beth Colgan, WSBA #30520  
7 Columbia Legal Services  
8 101 Yesler Way, Ste. 300  
9 Seattle, WA 98104  
10 Telephone: (206) 464-0838  
11 Fax: (206) 382-3386  
12 Email: gavin.thornton@columbialegal.org  
13 beth.colgan@columbialegal.org

Michelle Luna-Green, WSBA #27088  
Pierce County Prosecuting Attorney's  
Office/Civil Division  
955 Tacoma Ave. South, Suite 301  
Tacoma, WA 98402-2160  
Telephone: 253-798-6380  
Fax: 253-798-6713  
Email: mluna@co.pierce.wa.us.

Attorney for Defendant Pierce County

Attorneys for Plaintiffs

14 DATED: February 5, 2010

DATED: February 5, 2010

15 s/ Charles P.E. Leitch

s/ Dierk Jon Meierbachtol

16 Charles P.E. Leitch, WSBA #25443  
17 Katharine M. Tylee, WSBA #40640  
18 Patterson Buchanan Fobes  
19 Leitch & Kalzer, Inc., P.S.  
20 2112 Third Avenue, Suite 500  
21 Seattle, Washington 98121  
22 Telephone: (206) 462-6700  
23 Fax: (206) 462-6701  
24 Email: cpl@pattersonbuchanan.com  
25 kmt@pattersonbuchanan.com

Dierk Jon Meierbachtol, WSBA #31010  
Washington State Attorney General's Office  
1125 Washington Street SE  
P.O. Box 40100  
Olympia, WA 98504-0100  
Telephone: (360) 586-2940  
Fax: (360) 664-0662  
Email: dierkm@atg.wa.gov

Attorney for Defendant Randy Dorn

Attorneys for Defendant Tacoma School  
District No. 10



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Dated: 2/2/10 S / \_\_\_\_\_  
J.W.

Dated: \_\_\_\_\_ S / \_\_\_\_\_  
SALVADOR MUNGIA, guardian ad litem for J.W.

Dated: 2/2/10 S / \_\_\_\_\_  
S.R.

Dated: 2/2/10 S / \_\_\_\_\_  
SAMUELU REUPENA

Dated: 2/2/10 S / \_\_\_\_\_  
TAFAGO REUPENA

Dated: 2/5/10 S / \_\_\_\_\_  
PIERCE COUNTY  
By Paul Pastor, Sherriff  
Pierce County Sheriff's Department

Dated: 2/4/10 \_\_\_\_\_  
TACOMA PUBLIC SCHOOLS, a.k.a. Tacoma  
School District No. 10  
  
By: s/ \_\_\_\_\_  
Printed Name: Arthur Jarvis  
Title :Supt. \_\_\_\_\_

Dated: 2/3/10 S / \_\_\_\_\_  
RANDY DORN, Superintendent of Public  
Instruction, in his official capacity

**NOTICE OF EDUCATION RIGHTS  
FOR YOUTH DETAINED IN THE PIERCE COUNTY JAIL**

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**Education while in the jail**

Youth at the Pierce County Jail may participate in the jail's education program offered by Pierce County and Tacoma Public Schools. You are allowed to participate in the program if you were under eighteen both when admitted to the Jail and when the Tacoma School District school year starts (usually the beginning of September of each year). Once enrolled in the program, you will be able to continue until the end of the school year unless you are released or transferred from the jail.

**When classes are offered**

The education program runs during the Tacoma School District's regular school calendar. If you are eligible for the educational program, someone from the program should contact you within five school days (meaning days on which school is held, which does not include the summer) to invite you to enroll. Once you enroll, you should begin participating in the program within two additional school days.

**The type of instruction offered**

You will receive an average of at least either: (1) one hour per week of one-on-one time with a program instructor or (2) one hour of group instruction time with four or fewer program participants plus a half-hour of one-on-one instructor time. The instructor will review your education records and give you tests to help decide what courses you should take. You and your parents or guardians have a right to work with your instructor to make a written learning plan that will provide you with the opportunity to work toward high school graduation requirements. To make significant progress toward graduation, you will need to spend a significant amount of time studying on your own.

**Other education rights that you have**

- You will be permitted to study for an average of at least five hours per school day except under exceptional circumstances.
- You will be allowed to continue taking classes and studying even if you are placed in segregation. The "Student Rights, Responsibilities & Regulations" handout that you have received with this notice explains when you can be denied participation in the

program and what rights you have to dispute termination or suspension from the program.

- You will be provided with all the educational materials and supplies that you need to fully complete the requirements of your written learning plan (for example, pencils, paper, books, etc.).
- Your parents or guardian will be permitted to review your education records and participate in creating your written learning plan.
- Once you are released or transferred from the jail, your school records should be promptly forwarded to the school or institutional education program you next attend upon the request of that program.
- If you have a qualifying disability, your educational program will be tailored to suit your individual needs. The program will comply with federal and state laws regarding the education of students with disabilities.

### **Questions or complaints?**

A program instructor will normally be present at the jail each school day. If you need help or have a complaint about the education you are receiving, you may kite the instructor.

If you would like more details about your rights to an education while in the jail, you can review a copy of the J.W. v. Pierce County Settlement Agreement and Consent Decree, a court order upon which this summary of your rights is based, available in the jail law library.

If you have questions about anything in this notice, or if you have a complaint about the educational services you are receiving, please bring it to the attention of the principal. You may also contact the person monitoring the Settlement Agreement to make sure that its requirements are being met and the attorneys representing the youth in the jail and their parents/guardians.

Principal:

Rue Palmer  
Tacoma Pierce County Education Center  
5501 6th Avenue  
Tacoma, WA 98406  
(253) 798-7990

J.W. v. Pierce County Attorneys:

Gavin Thornton and Beth Colgan  
Columbia Legal Services  
Institutions Project  
101 Yesler Way, Suite 300  
Seattle, WA 98104  
(206) 382-3399 (for collect calls from jail)

J.W. v. Pierce County Settlement Monitor:

Michael S. Blair  
PO Box 65435  
Port Ludlow, WA 98365

**Please retain this notice for future reference.**

# STUDENT RIGHTS

## DUE PROCESS

Students may be subject to discipline, suspension or expulsion, including emergency expulsion, for violating district policies and regulations and school rules. The procedures for appealing these actions are found in Policy 3241, Regulation 3241R and WAC 392-400-240 through 320. In general, these require that student discipline be administered fairly and equitably and be subject to due process considerations. Copies of all policies and regulations, including Policy 3240 and Regulation 4210R, are available from the Public Information Office in the Central Administration Building or on the district's Web site at [www.tacomashools.org/schoolboard/policies/index.asp](http://www.tacomashools.org/schoolboard/policies/index.asp).

## FREEDOM OF EXPRESSION

1. Students are entitled to express their personal opinions verbally, symbolically and in writing. Student expression may not contain language or ideas of such a nature that it is reasonably probable that the expression will cause violent or unlawful behavior, be libelous, slanderous, profane, vulgar or obscene, or will materially and substantially interfere with the maintenance and operation of the schools, including, but not limited to, the preservation of the educational process. Intentionally intimidating, demeaning, harassing or threatening any students or staff based on race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital or veteran status, or disability will not be tolerated. The district also prohibits the use of racial, ethnic, and/or sexual slurs, including sexual harassment.
2. School-sponsored student publications and presentations are not public forums. School officials may review and exercise editorial control over school-sponsored student publications and presentations.
3. To prevent interference with the school program by non-school publications and distribution of leaflets and handbills, the principal will determine the time and place of distribution and clarify student responsibility for content.
4. Student groups which are not authorized by the Associated Student Body may conduct meetings during non-instructional time by submitting an application to the school principal. School personnel may not participate in the meeting and non-students may not initiate, direct, control or regularly attend the meetings.
5. Freedom of peaceful assembly is regulated in time, place and manner by the building administrator. Demonstrations which interfere with the operation of the school or classroom are prohibited. Class attendance takes precedence over freedom to assemble.
6. Commercial solicitation is not allowed unless authorized by the principal.
7. Distribution of unlawful materials in school buildings or on the grounds is prohibited.
8. Any violation by any student(s) of the limitations of freedom of expression may subject the student to such discipline (to include suspension/expulsion) as may be deemed appropriate by the school authority, provided that such discipline occurs only for just cause and is in accordance with due process of law. (RCW 28A.600.010, RCW 28A.305.160)

## HARASSMENT, INTIMIDATION AND BULLYING

The board of directors is committed to a safe and civil educational environment for all students, employees, volunteers and patrons, free from harassment, intimidation or bullying. This environment stresses the prevention of harassment, intimidation or bullying by integrating prevention and intervention education into building and support sites through a coalition of students, staff and parents.

Harassment, intimidation or bullying means any intentional written message or image, including those that are electronically transmitted, a verbal or physical act, including, but not limited to, one shown to be motivated by any characteristic of race, color, religion, ancestry, national origin, gender identity, sexual orientation, mental or physical disability (RCW 9A.36.080(3)), or other distinguishing characteristic, when the intentional written, verbal or physical act:

- harms a student or damages the student's property; or
- has the effect of substantially interfering with a student's education; or
- is so severe, persistent or pervasive that it creates an intimidating or threatening educational environment; or
- has the effect of substantially disrupting the orderly operation of the school.

"Other distinguishing characteristics" can include, but are not limited to, physical appearance, clothing or other apparel, socioeconomic status, gender identity and marital status. Harassment, intimidation or bullying can take many forms, including: slurs, rumors, jokes, innuendoes, demeaning comments, drawings, cartoons, pranks, gestures, physical attacks, threats, hazing or other written, oral, physical or electronically transmitted messages or images. "Intentional acts" refers to the individual's choice to engage in the act rather than the ultimate impact of the action(s).

This policy is not intended to prohibit expression of religious, philosophical or political views, provided that the expression does not substantially disrupt the educational environment. Many behaviors that do not rise to the level of harassment, intimidation or bullying may still be prohibited by other district policies or building, classroom or program rules.

The goals of this policy include appropriate intervention, restoration of a positive climate, and support for victims and others impacted by the violation. The district will take prompt, equitable and remedial action within its authority on reports, complaints and grievances alleging harassment, intimidation or bullying that come to the attention of the district, either formally or informally. Depending upon the frequency and severity of the conduct, appropriate responses to violations of this policy may include intervention, counseling, correction, discipline and/or referral to law enforcement to remediate the impact on the victim and the climate, and to change the behavior of the perpetrator. Child abuse shall be reported to law enforcement or Child Protective Services, as required by law, and criminal misconduct will be reported to law enforcement. Students, staff, district contractors or volunteers who engage in harassment, intimidation or bullying will receive appropriate discipline, sanctions or other appropriate interventions. Other school visitors who engage in this conduct will have their access to school property and activities restricted, and their actions will be reported to the proper authorities, as appropriate.

False reports or retaliation for harassment, intimidation or bullying also constitute violations of this policy. Coercion, discrimination or reprisals taken against persons filing complaints or persons acting as witnesses to complaints shall result in appropriate disciplinary action or sanctions according to district policy or other applicable laws or regulations. Persons who knowingly file false allegations or report or corroborate false allegations shall also be subject to appropriate disciplinary action or sanctions according to district policy or other applicable laws or regulations.

In accordance with applicable laws and regulations, students, parents, staff, volunteers and other interested parties shall be informed of this policy and the accompanying regulation pertaining to the filing of complaints. The policy shall be posted in each district building and information regarding it will be provided in student, staff, volunteer and parent handbooks. District employees and volunteers will be provided with appropriate information on the recognition and prevention of harassment, intimidation and bullying including electronically transmitted messages or images and their rights and responsibilities under this policy.

Annually, for the first three years after adoption of this policy, the superintendent or designee shall convene an ad hoc committee composed of representatives of certificated and classified staff, volunteers, students and parents to review the use and efficacy of this policy and regulation. The superintendent's designated compliance officer will be included in the committee. The superintendent shall make an annual report to the board reviewing the use and efficacy of this policy and related regulations. This report will include recommendations for changes to the policy and regulation, if applicable. The superintendent is encouraged to involve staff, students, volunteers and parents in the review process.

### NOTIFICATION OF THREATS OF VIOLENCE OR HARM

Individual-directed threats of violence or harm are communications that create fear of physical harm to a specific individual or individuals, communicated directly or indirectly by any means.

Building-directed threats of violence or harm are direct or indirect communications by any means of the intent to cause damage to a school building or school property (e.g., bomb threats), or to harm students, employees, volunteers, patrons or visitors.

Students and school employees who are subjects of threats of violence or harm shall be notified of the threats in a timely manner. Timing and details of the notice will be as extensive as permitted by the federal Family Educational Rights and Privacy Act (FERPA), other legal limitations and the circumstances.

Persons found to have made threats of violence or harm against district property, students, employees or others will be subject to appropriate discipline.

### SEXUAL HARASSMENT

It is the policy of Tacoma School District No. 10 to maintain a working and learning environment which provides for fair and equitable treatment for all its employees, students, parents, volunteers and others involved in school district activities, including freedom from sexual harassment. This policy also covers anyone else who engages in sexual harassment on school property or at school activities.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal and/or physical conduct of a sexual nature when:

- submission to the conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment, grades, work opportunity or other benefits;
- submission to or rejection of the conduct or communication is used as a factor for employment/grade decisions or other school-related decisions affecting an individual; and/or
- such conduct or communication has the purpose or effect of substantially interfering with an individual's performance or creates an intimidating, hostile or offensive working/school environment.

Sexual harassment can occur adult-to-student, student-to-adult, student-to-student, adult-to-adult, female-to-male, male-to-female, female-to-female or male-to-male.

The district will take prompt, equitable and remedial action on reports and complaints that come to its attention, either through formal or informal channels.

Allegations of criminal misconduct will be reported to the appropriate law enforcement agency, and suspected child abuse will be reported to law enforcement or Child Protective Services.

Individuals found to have been subjected to sexual harassment will have reasonable and appropriate school district services made available to them. Adverse consequences of the harassment shall be reviewed and remedied, if appropriate.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending students, staff and contractors. Anyone else engaging in sexual harassment on school

property or at school activities will have access to school property and activities restricted, as appropriate.

Retaliation against any person who makes, or is a witness in, a sexual harassment complaint is prohibited and will be subject to appropriate disciplinary action.

Individuals who knowingly report false allegations of sexual harassment or corroborate false allegations will be subject to appropriate disciplinary action.

All staff members are responsible for receiving informal complaints and reports of sexual harassment and informing appropriate district personnel of the complaint or report for investigation and resolution. All staff members are also responsible for informing complainants of the formal complaint process. Staff members who fail to take prompt action to either report allegations or violation of this policy shall be subject to appropriate discipline. Administrators, managers and/or supervisors who fail to take prompt action upon receiving an allegation of sexual harassment shall be subject to action up to and including termination. The process for responding to allegations is outlined in the Discrimination Complaint Procedure.

All administrators, managers and supervisors shall receive training in this policy. Such training shall be conducted no less than every three years. New administrators shall receive training within ninety (90) days of their first day of work in the new position.

Information regarding this policy will be provided in student, staff and volunteer orientation. All students will receive information relative to this policy during the first semester of each school year. Each school shall develop a process for discussing the district's sexual harassment policy. The process shall ensure the discussion addresses the definition of sexual harassment and issues covered in this policy.

This policy shall be reproduced in each student, staff, parent and volunteer handbook. All parents will receive copies of this policy as a part of the Student Rights, Responsibilities and Regulations handbook. This policy shall be posted in each district building in a place available to staff, parents, volunteers and visitors. A copy of this policy shall appear in any publication of the school or school district setting forth the rules, regulations, procedures and standards of conduct for the school or school district.

The superintendent shall make an annual report to the board of directors reviewing the use and efficacy of this policy and related procedures. Recommendations for changes to this policy, if applicable, shall be included in the report.

Questions concerning the application of this policy are to be referred to the deputy superintendent, P.O. Box 1357, Tacoma, WA 98401-1357, telephone: 253.571.1011.

Individuals with complaints or concerns regarding application of this policy are encouraged to first contact the assistant to the superintendent. Complaints will be resolved in accordance with the Discrimination Complaint Procedure. An individual may also contact the U.S. Department of Education, Office for Civil Rights (OCR); Equal Employment Opportunity Commission (EEOC), Region X, Seattle; Washington State Human Rights Commission (HRC), Olympia; seek private legal advice or contact their local law enforcement agency, when appropriate. (Regulation 3210R/5266)

### DISCRIMINATION COMPLAINT PROCEDURE

1. Purpose: This procedure is to secure equitable solutions to discrimination complaints at the lowest possible administrative level.
2. Definition: A complaint is a claim based upon an alleged violation of Policy 3210, 5265, 5266 and/or state or federal laws, executive orders or regulations prohibiting discrimination on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status or veteran status or disability. The district also prohibits the use of racial, ethnic and/or sexual slurs, including sexual harassment.

3. Procedure: Complaints shall be processed as rapidly as possible. The numbers of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. Time limits may be extended by mutual consent. A letter confirming any extension will be sent. If mutual agreement to a timeline extension is not reached, the complainant may immediately appeal to the next level. In addition, in the event the district's representative fails to provide an answer at any level within the time limits prescribed, the complainant has the right to proceed immediately to the next level. The complaint will be considered abandoned and the matter settled in accordance with the district's official last answer if the complainant fails to appeal the decision to the next level within the designated appeal period.
4. Representation: At any level in the procedure, the complainant and/or responding party may have a representative present.

**LEVEL ONE:** When an employee, student, parent or volunteer has a complaint as defined in this regulation, he/she should consult with the building principal, immediate administrative supervisor or deputy superintendent. A complaint must be filed within 180 calendar days after the occurrence. Every effort shall be made to solve the complaint at this level in an informal manner. If the complaint is not resolved informally, the complainant may present the complaint in writing to one of the aforementioned individuals. In all instances, the building principal or immediate supervisor shall notify the deputy superintendent that a complaint has been filed. Whenever possible, the Discrimination Complaint Form should be used. Within thirty (30) working days after the complaint is received, the principal, immediate administrative supervisor or deputy superintendent shall render a decision in writing and mail it to the complainant. Should the complainant determine the decision is unsatisfactory, he/she has ten (10) working days after receipt of the written response to proceed to level two.

**LEVEL TWO:** An appeal may be made by filing the complaint and all correspondence from level one with the superintendent. Within fifteen (15) working days after receipt of the grievance, the superintendent or designee shall meet with the complainant in an effort to resolve the matter. Within thirty (30) working days after the meeting, the decision of the superintendent or his/her designee shall be rendered in writing and mailed to the complainant. Should the complainant determine the decision is unsatisfactory, he/she has ten (10) working days after the receipt of the written response to proceed to level three.

**LEVEL THREE:** An appeal may be made to the president of the school board. The board shall review the complaint and may establish a hearing to review the case. The board has thirty (30) working days to render a decision. The complainant will be notified in writing of the board's decision. If the complaint is not resolved with the district, the complainant may contact any of the following agencies: Office for Civil Rights, Region X, Henry M. Jackson Federal Bldg., Mail Code 120-9010, 915 Second Ave., #3310, Seattle, WA 98174-1099; Equal Employment Opportunity Commission, Federal Office Bldg., 909 First Ave., #400, Seattle, WA 98104-1061; Office of the Superintendent of Public Instruction, Old Capitol Bldg., Mail Stop FG-11, P.O. Box 47200, Olympia, WA 98504-7200. Any settlement of the complaint shall be applicable to that complaint only and shall not be binding authority for the disposition of any other complaint.

### OPTIMUM LEARNING ATMOSPHERE

All students have the right to an education in classrooms where there is an optimum learning atmosphere. The highest consideration must be given to the judgment of a certificated staff member regarding conditions necessary to maintain such an atmosphere. (RCW 28A.600.020)

### SEARCH AND SEIZURE

A student shall be free from searches by school officials of his/her clothing and other personal property unless there are reasonable grounds to believe that the search is necessary in the aid of maintaining school discipline and order.

Student lockers, desks and other storage areas remain the property of the school district, and school officials retain the right to inspect lockers, desks or other storage areas assigned to students. No right or expectation of privacy exists for any student, and these areas may be inspected or

searched by school authorities at any time without prior notice and without reasonable suspicion that the search will yield evidence of a student's violation of the law or a school rule. Any container(s) found as a result of a search of a locker, desk or other storage area may be searched if there is reasonable suspicion that the container(s) holds evidence of a student's violation of the law or school rule.

Such search should take place in the presence of the student. The methods used are to be reasonably related to the objectives of the search and not be excessively intrusive in light of the age and sex of the student and the nature of the suspected infraction. A principal or designee may not subject a student to a strip search or body cavity search as those terms are defined in RCW 10.79.070.

Illegal items such as drugs, drug paraphernalia, firearms, weapons or other possessions reasonably determined to be a threat to the safety or security of others may be seized by school authorities. Items which are used to disrupt or interfere with the educational process may be temporarily removed from student possession. (RCW 28A.600.220 & 230, RCW 9.14.250 & 270 & 280)

### SPECIAL EDUCATION SERVICES

Your school district provides special education services for 504 students with disabilities. These services are available in the general age range of 3-21 and are provided as near the child's home school area as possible. Parent(s)/guardian(s) may initiate referral for testing or placement of their child.

Parents/guardians of students with disabilities have basic rights in the following areas: (1) notice and consent, (2) confidentiality of records, (3) testing and assessment, (4) individualized educational program, (5) placement, and (6) due process (impartial hearing and/or mediation), a standardized process for resolving disagreements.

The school district has the legal responsibility to notify parent(s)/guardian(s) when the district proposes to initiate or change the identification, assessment or educational placement of the child or the provision of a free appropriate education to the child; or when the district, upon request of the parent(s)/guardian(s), refuses to initiate or change the identification, assessment or educational placement of the child or the provision of a free appropriate education to the child.

The school district must obtain the written consent of the parent(s)/guardian(s) prior to conducting any pre-placement assessment of a student and prior to placement of a student in a special education program. If parents/guardians do not consent, the district may ask a hearing officer to decide the issue.

### CHILDFIND

The ChildFind program conducts activities for locating, evaluating and identifying students with a suspected disability. Activities apply to children ages birth through 21.

Formal screenings and assessments, which could include the areas of hearing, vision, social skills, language, learning and motor skills, are completed on preschool students.

For parent(s)/guardian(s) concerns about their child's development or questions about the ChildFind program, please contact the ChildFind Office at 253.571.1047. (WAC 392-172-100)

### STUDENT ORGANIZATIONS

Student organizations are limited to students enrolled at the school and are encouraged if the purposes and activities are consistent with the educational program of the district and are approved by the building principal.

### RIGHT TO INSPECT CURRICULAR MATERIALS

Parent(s)/guardian(s) have the right to inspect any instructional material that is used as part of the educational curriculum for their child(ren). Requests to inspect instructional materials should be made to the district's Department of Curriculum and Instruction. District staff will schedule a mutually agreeable time for the parent(s)/guardian(s) to inspect the materials within a reasonable time frame. Requests should



be made to: Department of Curriculum and Instruction, Tacoma Public Schools, 601 S. 8th St., Tacoma, WA 98405.

### NON-EMERGENCY PHYSICAL EXAMINATIONS

The school district may schedule and conduct hearing, vision and/or scoliosis screenings. In addition, examinations that are necessary to protect the immediate health and safety of the student or of other students may be conducted without prior parental notice and consent. District staff will not conduct any invasive physical examination or screening (defined as “any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion or injection into the body”) without prior parental approval.

### REVIEW AND PRIOR APPROVAL OF CERTAIN SURVEYS, INTERVIEWS AND OTHER INFORMATION

Independent “third-party” researchers, for example colleges and universities, sometimes request permission to gather survey or interview information from students. The district’s Department of Research and Evaluation must approve any third-party research before it can begin. Part of that approval process includes prior notification to parent(s)/guardian(s) of any surveys or interviews and the opportunity to inspect the materials. After inspection of the materials, parent(s)/guardian(s) may request that their child(ren) not participate in the survey/interview. Parent(s)/guardian(s) with questions or concerns about any surveys or interviews may contact the Department of Research and Evaluation at 253.571.1192.

Other “third-party” entities sometimes request student information for the purpose of developing and evaluating or providing educational products or services for, or to, students or schools, such as:

- Recruiting activities for colleges, other post-secondary schools or the military;
- Curriculum and instructional materials; and
- Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude or achievement information about students.

Before granting a request from a third party that is NOT for one of the above purposes, the district shall notify parent(s)/guardian(s) of the request, with sufficient time to allow the parent(s)/guardian(s) to restrict the release of the information about their child(ren). Parent(s)/guardian(s) with questions or concerns about the release of student information to third parties may contact the Department of Research and Evaluation at 253.571.1192.

Sometimes surveys conducted by the school district are viewed by some parent(s)/guardian(s) as being overly personal or private. If a survey conducted by the school district includes one or more items pertaining to the list below, the district shall protect the privacy of individual student responses. Furthermore, the district will provide sufficient time for parent(s)/guardian(s) to review the survey and, after review, request that their child(ren) not participate if the survey contains a item or items related to:

- Political affiliations or beliefs of the student, the student’s parent or members of the student’s household;
- Mental or physical problems of the student, the student’s family or members of the student’s household;
- Sexual behavior or attitudes;
- Illegal, antisocial, self-incriminating or demeaning behavior;
- Critical appraisals of other individuals with whom respondents have close family relationships;
- Legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers;
- Religious practices, affiliations or beliefs of the student, the student’s parent or members of the student’s household; or
- Income (other than that required by law to determine eligibility for participation in a program for receiving financial assistance under such program).

If a survey contains any of the above items, and is required and funded in whole or in part by a program of the United States Department of Education, consent of the parent or adult student is required.

Parents who believe their rights may have been violated regarding surveys, non-emergency physical examinations or inspection of curricular materials may file a complaint with: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave. S.W., Washington, D.C. 20202-5901. (Section 1061, No Child Left Behind Act of 2001; Family Education Rights and Privacy Act of 1975, 20 U.S.C. § 1232g.)

### USE OF PESTICIDES/HERBICIDES

The following are the guidelines used by the Tacoma School District pursuant to the RCW 17.21.415.

The building administrator will be notified and is responsible for notification to staff and students of upcoming pesticide/herbicide (P/H) treatments. Notices will be provided to the school’s building administrator to be posted in designated areas at the school. Such notice will normally be provided at least two days before the application of P/H. When school is not in session, treated areas will still be posted.

### PUBLIC RECORDS REQUESTS

The Washington public disclosure act provides for the release of public records maintained by a public agency, such as the school district, with limited exceptions. Washington court decisions have held that employee discipline records are among those that must be released. Requests for access to, or copies of, public records should be made in writing to the director, Public Information Office, P.O. Box 1357, Tacoma, WA 98401-1357, specifying the records sought. Copies of records are subject to a copying charge of 15 cents/page, plus mailing costs. (Chapter 42.17 RCW; Policy and Regulation 4040.)

## STUDENT RESPONSIBILITIES

### BEHAVIOR/ATTENDANCE

1. Alcoholic beverages, illegal drugs and controlled substances— Possession, use, sale, distribution or being under the influence of alcohol, drugs, controlled substances, hallucinogens or items that are purported to be unlawful drugs or controlled substances during school time or school-sponsored activities, on school premises or transportation provided by a contractor or agent, are wrong and harmful, and are prohibited. Compliance with this prohibition is mandatory.

Students who use, possess or are under the influence of alcohol or controlled substances or possess drug-related paraphernalia shall be subject to suspension. A pre-assessment within the suspension period will be required. A further evaluation may be recommended.

The student and parent(s)/guardian(s) must agree to fulfill the recommendation and submit verification to the principal. The principal may consider shortening or holding the student’s suspension in full or partial abeyance if the student complies with evaluation/treatment recommendations. If recommended by the pre-assessment or the evaluation, the student may be required to become involved with the Student Assistance Program.

For a second drug/alcohol offense, a long-term suspension will be imposed. Subsequent offenses may result in expulsion. Students who distribute, possess with intent to deliver or sell alcoholic beverages, unlawful drugs, controlled substances or hallucinogens or items that purport to be any of the foregoing shall be placed on emergency expulsion and either suspended for the remainder of the semester/quarter or expelled. If the violation comes near the end of the term and a long-term suspension is imposed, the suspension will be for a time equal to a semester/quarter. The appropriate law enforcement/juvenile agency will also be contacted. A pre-assessment during the suspension will be required for readmission to school. A further evaluation may also be required. The student and parent(s)/guardian(s) must agree to fulfill the recommendation of the evaluation and submit verification to the principal.

The principal may consider shortening or holding the student’s suspension in full or partial abeyance if the student

complies with evaluation/treatment recommendations. The student will be expelled for a second offense. School officials in charge will immediately remove anyone under the influence of alcohol or drugs from contact with other students and shall notify the parent or legal guardian. Circumstances may require the assistance of law enforcement agencies. (Policy 3241; Regulation 3240R)

2. Attendance—State law and district policy and regulations require daily and punctual attendance of all students, unless officially excused. Parents and students are both responsible for assuring attendance.

Parents must provide the school with a valid reason for an absence before it can be excused. The following constitute valid reasons for excused absences: a personal illness; health condition or medical or dental appointment; an appearance in court when required by law; a disciplinary action (i.e., short-term suspension, long-term suspension that does not result in loss of grades or credits or emergency expulsion); religious observance; a family emergency approved by the principal; school-approved activities; and a planned family activity which has been pre-approved by the principal. In all cases, the school principal determines whether an absence is excused or unexcused.

The school will inform the parent/guardian upon the first occasion of a student's unexcused absence. Upon the second occasion of an unexcused absence, the school will schedule a conference with the parent(s)/guardian(s). Steps will be taken to attempt to eliminate or reduce the student's absences.

In accordance with the state's mandatory attendance laws, if a student is absent without excuse five times within a month, the school district may file a petition with the juvenile court seeking the court's jurisdiction over the student's attendance in school; if a student is absent without excuse seven times within a month or 10 times within a school year, the school district will file a petition with the juvenile court. Any parent found to have violated the law may be fined up to \$25 per day of unexcused absence from the school, and the student will be ordered to attend school. The court may also order the parent/guardian to provide community service at the student's school in lieu of imposing a fine. A student who fails to comply with a court order to attend school may be found in contempt of court and may be placed in juvenile detention or receive alternative sentencing from the court.

In addition to disciplinary action for nonattendance, absences may adversely affect a student's grade if the teacher (a) has shown a relationship between attendance and instructional goals and objectives of the course; (b) advised the student and parent(s)/guardian(s) in writing and by posting at the beginning of the year; and (c) obtained approval from principal for guidelines to be used in classes in which attendance may adversely affect grades or credits. (Policy 3122, Regulation 3122R, RCW 28A.225)

3. Bus rules—The school district maintains a published statement of rules for students riding buses operated by the district, First Student and Pierce Transit. These rules are available in the individual school offices.

Riding is a privilege, not a right. Students' misconduct on a vehicle will be sufficient reason to discontinue providing bus transportation to those students involved and may result in other discipline. (Regulation 6605R)

4. Closed campus—Students shall remain on the school campus during the school day unless excused by the school office or by waiver approved by the superintendent.
5. Cooperation—Students will obey the lawful instructions of school district personnel and follow school and classroom rules. (RCW 28A.600.040)
6. Discipline transfers—A principal may initiate an intra-district transfer when there is clear indication that corrective action alternatives have failed and a transfer to another school or program might correct a student's behavior and establish a positive educational experience.

Due process requirements related to a student's rights are to be followed when an intra-district transfer for disciplinary reasons is proposed. (Policy 3131)

7. Dress and appearance—Students should dress in a manner which reflects proper decorum. Dress and appearance, including, but not limited to, gang apparel, which may cause safety or health problems or which pose a threat of disruption, are not allowed.
8. Dress code/uniforms—Students who attend schools which have dress codes or uniform requirements will be required to follow the code/requirements.
9. Identification—All persons will, upon request, identify themselves to proper school authorities in the school building, on school grounds or at school-sponsored events.
10. Off-campus events—Students at school-sponsored, off-campus events shall be governed by school district rules and regulations and are subject to the authority of school district officials.
11. Tobacco—Possession or use of tobacco products is not permitted in school buildings, on school property, in district-owned or contracted vehicles or at off-campus events. (Policy 4215)
12. Electronic devices (including, but not limited to, beepers, cell phones, pagers, laptops and personal digital assistants) may only be used in the classroom with the permission of the teachers or as provided for in an IEP or accommodation plan. Use of such devices during class, such as using the cell phone, checking/sending e-mail, playing games and surfing the Web, are considered disruptive activities and may result in the device being confiscated.
13. Improper use of district equipment—District resources and equipment, including, but not limited to, computers and Internet access, are to be used for district purposes. Improper use may subject the student to loss of privileges and other discipline, suspension or expulsion, as appropriate.
14. Loitering—A student shall leave the school campus at the official close of the school day unless permission to do otherwise has been granted.

### EXCEPTIONAL MISCONDUCT

The following are prohibited during school time, on school district property or transportation or premises provided by contractors or agents, during school-sponsored activities, or if conducted in a manner materially or substantially affecting the educational process. The following are exceptional misconduct and can be cause for discipline, disciplinary transfer, suspension or expulsion, as well as reporting to law enforcement.

1. Arson—Intentionally attempting to or setting a fire or causing an explosion.
2. Assault/fighting—Creating a reasonable apprehension of or making harmful or offensive contact with another.
3. Bomb threat—Unwarranted verbal or written indication of a bomb or other incendiary device on school property.
4. Burglary—Entering or remaining unlawfully in a building with intent to commit a crime.
5. Extortion, blackmail, coercion—Attempting to obtain money, services or property by threat of injury to a person or property.
6. False alarm—Activating a fire alarm for other than the intended purpose of the alarm.
7. Interference with school authorities—Interfering with the discharge of the official duties of district or contractors' personnel or volunteers by force or violence.
8. Intimidation/threat—Interfering with the discharge of the duties



of district personnel or employees of district contractors or the peaceful conduct of other students by intimidation with threat of force or violence.

9. Harassment—Intentionally intimidating, annoying or bothering another person.
10. Malicious mischief—Intentionally causing damage to any property.
11. Possession of stolen property—Knowingly receiving, retaining, possessing, concealing or disposing of stolen property.
12. Robbery—Taking another's property by force or threat of force.
13. Theft—Stealing.
14. Trespass—Entering or remaining unlawfully in school buildings or on any part of school grounds.
15. Disruptive conduct—Conduct or expression causing substantial or material disruption or obstruction of any school function or operation, including, but not limited to, refusing to comply with a staff person's directive, using vulgar or profane language, or engaging in verbal or physical harassment.
16. Fireworks/bullets—Possession, use or distribution of firecrackers, fireworks, bullets or other forms of ammunition.
17. Misrepresentation—The forging of any signature or the making of any false entry or the alteration of any document, including computer records, used or intended to be used, in connection with the operation of the school or cheating, plagiarizing or turning in another person's work.

Suspension or expulsion will be imposed for the following activities:

18. Alcoholic beverages, illegal drugs and controlled substances—A student shall not possess, use, sell, distribute, attempt to distribute, be under the influence of or show evidence of having used any alcohol, illegal drug or controlled substance or item which is purported to be an illegal drug or controlled substance or hallucinogen. (Regulation 3240R)
19. Weapons and explosives—Possess or use a weapon, explosive or other item apparently capable of causing bodily harm. Firearms/weapons/air guns are not allowed in school, at school-sponsored activities, on school grounds, facilities or school-provided transportation. If a student brings a firearm to school, it will result in an immediate expulsion for no less than one calendar year, including notification of parents and law enforcement. The expulsion may be modified by the school district on a case-by-case basis. (Regulations 3240R, 3241R, Policy 4210)

**METAL DETECTORS**—To protect students, staff and patrons, promote an environment for learning, and prevent weapons from being brought to school or related events, metal detectors may be used to screen persons entering school buildings, vehicles and school events. Students who do not submit to the screening shall be disciplined. Patrons who refuse to comply with the screening will be denied entry. Items prohibited by law or school rules will be confiscated. If weapons are found, law enforcement personnel will be notified.

Definitions of suspension and expulsion

**SUSPENSION**—Denial of attendance for more than one (1) class period or denial of admission to or entry upon school district property for a stated period of time.

**SHORT-TERM SUSPENSION**—A suspension of no more than up to ten (10) consecutive school days.

**LONG-TERM SUSPENSION**—A suspension which exceeds a short-term suspension (more than 10 consecutive school days.)

**EXPULSION**—Denial of attendance at a class or schedule of classes or denial of admission to or entry upon school district property for an indefinite period of time. (WAC 392-400-205 applies to all of the above.)

**EMERGENCY EXPULSION**—A student may be immediately removed from school if the student's presence poses an immediate and continuing danger to the student, other students or school personnel, or is an immediate and continuing threat of substantial disruption of the educational process. (WAC 392-400-295)

Information regarding appeal rights is contained in Policy 3241 and Regulation 3241R. The policy and regulation are available from Public Information Office, 253.571.1015, or on the district's Web site at [www.tacomashools.org](http://www.tacomashools.org).

## STUDENT REGULATIONS

### ATHLETICS

Students participating in high school athletic activities must maintain the following academic standards:

Ninth-grade students must meet the Washington Interscholastic Activity Association (WIAA) academic standards in their first semester/trimester. Second-semester/trimester ninth-grade students and 10th- through 12th-grade students must meet the following academic standards: Maintain a 2.0 GPA and receive no more than one failing grade during the semester/trimester.

Grades from the previous semester/trimester will be used to determine a student's initial eligibility. Throughout the semester/trimester, each school's regular grading cycle of formal progress reports and/or midterm grade reports will be used to determine athletic eligibility for the remainder of that sports season.

Students participating in middle school athletic activities must maintain the following academic standards:

Students must pass all classes with a C grade or higher during the season to be eligible to participate in inter-school competition. This eligibility will be determined by progress reports that will be done at a minimum of every other week during each season.

Complete eligibility requirements can be found on the district Web site at [www.tacomashools.org/athletics](http://www.tacomashools.org/athletics), in the school main office or in the district athletic office. Denial of student attendance at or participation in extracurricular activities is subject to due process requirements. (Policy 2151, Regulation 2151R)

Students, parents, staff members or volunteers may request the addition of interscholastic sports and other modifications to the athletic activities program. Requests for addition or modification may include, but are not limited to, the evaluation of a club or intramural team or sport for interscholastic competition or an increase in the number or size of a team currently engaged in interscholastic play. Forms to request additions or modifications may be obtained from the district's athletic director, 253.571.1123, or the district's Title IX officer, 253.571.1292, at the district's Central Administration Building.

Within 30 calendar days of receiving a request, the district's athletic director and/or Title IX officer shall respond in writing to the requesting party. The response may grant the request, deny the request or advise that the request will be reviewed further for possible adoption, pending an annual review of the district's activities program pursuant to district procedure. If the request is subject to further review, the district's response shall provide a date that a final response will be provided.

### CHILD ABUSE REPORTING

Certain personnel are required to notify Child Protective Services or law enforcement when they reasonably believe a student has been abused or neglected. By doing so, they are protected from civil and criminal liability. Child abuse and/or neglect cases must be reported within 48

hours. (RCW 26.44.030, RCW 26.44.040, Policy 3421)

School counselors are available to work with students individually on concerns including divorce, child abuse, etc. Contact your school's counseling office. Children's Advocacy Center of Pierce County is also available at 253.403.1478.

### **DETENTION**

Pupils may be detained after school for up to 30 minutes to make up missed or incomplete assignments and for disciplinary reasons, provided parent(s)/guardian(s) have been notified. Students shall not be detained if detention interferes with their regular bus transportation home unless arrangements are made with student's parent(s)/guardian(s) for alternative transportation. (Policy 3241)

### **INTERVIEW, CUSTODY OF STUDENTS**

On occasion, it is necessary for law enforcement officers or Child Protective Services (CPS) authorities to interview students or take them into custody during school hours. In such instances, the district will act in accordance with procedures established in Policy 3241, Policy 4310 and Regulation 3241R.

### **STUDENT DRIVING AND PARKING REGULATIONS**

Parking regulations will be in effect at all high schools, except Tacoma School of the Arts. See the school principal for specific requirements. (Policy 3243, Regulation 3243R) A student may not occupy a vehicle without permission or drive during the school day without the consent of the parent and principal. A student may transport another student during the school day only with the consent of the student passenger's parent and if consistent with the terms of the student's driver's license.

Middle school students are prohibited from bringing vehicles to school.

Parking on school district property is at the owner's/driver's own risk. The school district does not assume responsibility for damage to or loss of privately owned vehicles or property in vehicles.

### **PERSONAL PROPERTY**

Students bringing personal property on to school district property do so at their own risk. The school district does not assume responsibility for lost, damaged or stolen property.

### **PROCEDURES FOR VISITING SCHOOLS**

Parent(s)/guardian(s) and other patrons of Tacoma School District are encouraged to visit their schools. Guidelines for non-student visitations to schools are available through your school principal. (RCW 28A.605.020, Regulation 4200R)

### **REMOVING STUDENTS FROM CLASS**

Teachers have the authority to exclude a student from the classroom (or the instructional or activity area) if:

- The student is disrupting the educational process, or
- The student is violating the rules or standards for student behavior established for that school building.

The teacher responsible for supervising the student may exclude him/her for part of the day, the entire day or until the teacher has conferred with the principal.

The teacher must attempt to correct the student before excluding, except in emergency circumstances. The circumstances are outlined in WAC 392-400-290.

Teachers must consent before a student may be returned during the balance of the same class or activity period from which he/she has been excluded. (WAC 392-400-230, Regulation 3124R)

### **REMOVING STUDENTS FROM GROUNDS**

A student will not be released from school grounds, any school building or school function during school hours except by a person duly authorized in accordance with district procedures. Before a student is removed or excused, the person seeking to remove the student must present to

the satisfaction of the principal evidence of his/her proper authority to remove the student. Exceptions will be made when protective custody is dictated by appropriate legal authorities and in cases where the student is subject to arrest. (RCW 28A.605.010)

### **WITHHOLDING GRADES, TRANSCRIPTS AND DIPLOMAS**

A grade report, transcript or diploma will not be released until a student has made restitution for damages assessed as a result of losing or damaging school materials or equipment. If a student has transferred to another school district that has requested the student's records, but the student has an outstanding fee or fine, only records pertaining to the student's academic performance, special placement, immunization history and discipline actions shall be sent to the enrolling school. The grades, diploma and official transcript will not be released until the outstanding fee or fine is paid or, if the student and parent are unable to pay the damages, discharged under a program of voluntary work.

If the student or the student's parent(s)/guardian(s) does not pay for willful or malicious damage done by the student to district property, or complete voluntary work in lieu of payment of monetary damages, the district may seek recovery in court against the parents for the damage. (RCW 4.24.100, RCW 28A.635.060, Policy 3231)

### **POSSESSION OF WEAPONS IS A CRIME**

Under state and federal law, a student shall be expelled for not less than one year for possession of a firearm on school premises, school-provided transportation or areas of facilities being used exclusively by public schools.

In addition to being expelled or suspended from school, it is a crime under Washington state law for a person (not just students) to knowingly carry a dangerous weapon on school premises, as authorized by RCW 9.41.280. The penalty for conviction could be up to a year imprisonment and a \$5,000 fine. (RCW 9.41.280) (Policy 4210, Regulation 3240R)

### **USE OF DIGITAL RESOURCES**

In using the district digital resources, students accept the responsibility to:

- use the digital resources for educational purposes only;
- abide by district policies and federal/state laws, including copyright laws;
- adhere to school rules on use of the network and notify staff prior to using the Internet;
- use good behavior; respect district property; do not destroy, modify, delete or add software to district computers without permission; and
- use digital resources in a legal, moral and ethical manner. Do not use digital resources for illegal purposes to harass or access or process obscene, pornographic or other inappropriate materials.

**NOTICE OF EDUCATION RIGHTS FOR PARENTS AND  
GUARDIANS OF YOUTH DETAINED IN THE PIERCE COUNTY JAIL**

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You are receiving this notice because your child or ward is being detained at the Pierce County Jail where he or she is entitled to receive educational services. This notice informs you of your child or ward's rights to an education while at the jail.

**Education while in the jail**

Youth at the Pierce County Jail may participate in the jail's education program offered by Pierce County and Tacoma Public Schools. Your child or ward is allowed to participate in the program if he or she was under eighteen both when admitted to the Jail and when the Tacoma School District school year started (usually the beginning of September of each year). Once enrolled in the program, your child or ward will be able to continue until the end of the school year unless he or she is released or transferred from the jail.

**When classes are offered**

The education program runs during the Tacoma School District's regular school calendar. If your child or ward is eligible for the education program, someone from the program should contact him or her within five school days (meaning days on which school is held, which does not include the summer) to extend an invitation to enroll. Once enrolled, your child should begin participating in the program within two additional school days.

**The type of instruction offered**

Your child or ward will receive an average of at least either: (1) one hour per week of one-on-one time with a program instructor or (2) one hour of group instruction time with four or fewer program participants plus a half-hour of one-on-one instructor time. The instructor will review your child or ward's education records and give tests to help decide what courses he or she should take. You and your child or ward have a right to work with the instructor to make a written learning plan that will provide your child or ward with the opportunity to work toward graduation from high school. To make significant progress toward graduation, the student will need to spend a significant amount of time studying on his or her own.

**Other education rights that you and your child have**

- Your child or ward will be permitted to study for an average of at least five hours per school day except under exceptional circumstances.
- Your child or ward will be allowed to continue taking classes and studying even if he or she is placed in segregation. The "Student Rights, Responsibilities & Regulations" handout that you have received with this notice explains when your child or ward can be

denied participation in the program and what rights you have to dispute his or her termination or suspension from the program.

- Your child or ward will be provided with all the educational materials and supplies needed to fully complete the requirements of his or her written learning plan (for example, pencils, paper, books, etc.).
- You, as parent(s) or guardian(s), will be permitted to review your child or ward's education records and participate in creating his or her written learning plan.
- Once your child or ward is released or transferred from the jail, his or her school records should be promptly forwarded to the school or institutional education program he or she next attends upon the request of that program.
- If your child or ward has a qualifying disability, the educational program will be tailored to suit his or her individual needs. The program will comply with federal and state laws regarding the education of students with disabilities including, where appropriate, allowing you to participate in meetings with school district staff regarding an Individualized Education Program (IEP) for your child.

### **Questions or complaints?**

This notice is based on the Settlement Agreement and Consent Decree from a lawsuit titled J.W. v. Pierce County. If you have questions about anything in this notice, or if you have a complaint about the educational services your child or ward is receiving at the Pierce County Jail, please bring it to the attention of the principal. You may also contact the person monitoring the Settlement Agreement to make sure that its requirements are being met and the attorneys representing the youth in the jail and their parents/guardians:

Principal  
Rue Palmer  
Tacoma Pierce County Education Center  
5501 6<sup>th</sup> Avenue  
Tacoma, WA 98406  
(253) 798-7990

J.W. v. Pierce County Attorneys:  
Gavin Thornton and Beth Colgan  
Columbia Legal Services  
Institutions Project  
101 Yesler Way, Suite 300  
Seattle, WA 98104  
(206) 382-3399 (for collect calls from jail)

J.W. v. Pierce County Settlement Monitor:  
Michael S. Blair  
PO Box 65435  
Port Ludlow, WA 98365

**Please retain this notice for future reference.**