

**ABERDEEN SCHOOL DISTRICT NO. 5
ABERDEEN, WASHINGTON**

Regular Meeting of the Board of Directors
Community Room, Aberdeen High School
May 6, 2025

5:30 p.m. Regular Meeting Call to Order

Flag Salute

Consent Agenda

1. Minutes
2. Trip Requests
3. Gift to the District

Comments from Board Members

Comments from Student Representatives

Comments from the Public

Comment on agenda items is welcome at this time. Please sign up on the sheet provided at the entrance to the meeting and specify the agenda item you wish to address. Please limit your comments to three minutes. Comment on all matters is welcome via email to schoolboard@asd5.org.

Old Business

1. [Policy 3124 Removal-Release of Students](#)
2. [Policy 3126 Child Custody](#)
3. [Policy 4200 Safe and Orderly Learning Environment](#)

Superintendents' Report

1. 2025-2026 Budget Planning
2. Seismic Schools Update

New Business

1. [Policy 3205 Sexual Harassment of Students Prohibited](#)
2. [Policy 5011 Sexual Harassment of District Staff Prohibited](#)
3. [PLU Student Teacher Agreement](#)
4. [Imagine Learning Agreement](#)
5. [First Aid Contract](#)
6. [Flashlight Agreement](#)

Board Meeting Agenda
May 6, 2025

7. [Surplus](#)
8. Next Meeting

Executive Session / Closed Session

1. [Personnel Report](#)
2. 2025-2026 Certificated Staffing List
3. [2025-2026 Certificated Salary Schedule](#)

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5
BOARD INFORMATION AND BACKGROUND
May 6, 2025

5:30 p.m. Regular Meeting Call to Order

Flag Salute

Consent Agenda – [Enclosure 1](#)

1. Minutes – The minutes from the regular meeting on April 15, 2025, are enclosed for your review and approval.
2. Trip Requests
 - a. The Harbor Learning Center is requesting permission to travel with juniors and seniors to the Job Corps in Astoria, Ore., on May 8.
 - b. The marching band at Aberdeen High School is requesting permission to travel to Victoria, B.C., on May 17-20 to participate in the Victoria Day Parade.
 - c. The SkillsUSA program at Miller Junior High School is requesting permission to travel to the National Leadership and Skills Competition in Atlanta, Ga., on June 22-28.
3. Gift to the District – Melinda Luark of Elma has donated a 2005 Hyundai Accent valued at \$1,758 for use in the Automotive Technology program at Aberdeen High School.

Comments from the Board

Comments from Student Representatives

Comments from the Public

The Board welcomes public comment on agenda items at this time. Please sign up on the sheet provided at the entrance to the meeting and indicate the agenda item you wish to address. Please limit your comments to three minutes. Written public comment on both agenda and non-agenda matters is also welcome via email. Comments should be submitted to schoolboard@asd5.org before noon on the day of the meeting and will be included in the public record.

Individual student matters or complaints against employees should not be brought forward at a public meeting. The Superintendent's Office or board president should be contacted directly.

Old Business

1. Policy 3124 Removal-Release of Students – An update for the policy and procedures governing release of students during the school day is presented for second reading and adoption. This update combines policies 3440 (Removal) and 3441 (Release). [Enclosure 2](#)
2. Policy 3126 Child Custody – An update and new number for the policy governing how schools manage guardian access to student records is enclosed for second reading and adoption. [Enclosure 3](#)
3. Policy 4200 Safe and Orderly Learning Environment – An update recognizing state law allows for exceptions to the start of the school day is presented for second reading and adoption. [Enclosure 4](#)

Superintendents' Report

1. Budget Planning – Superintendents Green and Sandstrom will provide an update on budget planning for the 2025-2026 school year.
2. Seismic Schools Update – Superintendents Green and Sandstrom will provide an update on planning for new schools under the Seismic School Safety Grant Program.

New Business

1. Policy 3205 – Human Resources Director Christi Clinkingbeard will present an update to Policy 3205 Sexual Harassment of Students Prohibited for first reading. [Enclosure 5](#)
2. Policy 5011 – Human Resources Director Clinkingbeard will present an update to Policy 5011 Sexual Harassment of District Staff Prohibited for first reading. [Enclosure 6](#)
3. PLU Student Teacher Agreement – Human Resource Director Clinkingbeard will present an agreement with Pacific Lutheran University to place student teachers in the district. [Enclosure 7](#)
4. Imagine Learning Agreement – Superintendent Sandstrom will present renewal of the contract with Imagine Learning to provide instructional curriculum at Grays Harbor Academy in 2025-2026. [Enclosure 8](#)
5. First Aid Contract – Superintendent Sandstrom will present a contract with Denny Bickar to provide first aid instruction in the district for your review and approval. [Enclosure 9](#)
6. Flashlight Agreement – Programs Administrator Jamie Stotler will present a data sharing agreement with Flashlight Learning for use with English language learning students at Miller Junior High School. [Enclosure 10](#)
7. Surplus – A list of supplies and equipment that is no longer needed by the district is recommended to be declared surplus. [Enclosure 11](#)

Board Information
May 6, 2025

8. Next Meeting – The next regular meeting of the Board is scheduled for 5:30 p.m. Tuesday, May 20, 2025, in the Community Room at Aberdeen High School.

Executive Session / Closed Session

At this time the meeting will recess for an executive session expected to last 20 minutes under RCW 42.30.110 (b) and (g): To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price and to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

1. Personnel Report [Enclosure 12](#)
2. 2025-2026 Certificated Staffing List
3. [2025-2026 Certificated Salary Schedule](#)

ADJOURN

ABERDEEN SCHOOL DISTRICT NO. 5

Minutes of the Regular Meeting of the Board of Directors – April 15, 2025

President Jennifer Durney convened the regular meeting of the Aberdeen School District Board of Directors at 5:30 p.m. Tuesday, April 15, 2025, at Robert Gray Elementary School. In attendance were Directors Annica Mizin, Suzy Ritter and Jeremy Wright, along with Student Representative Mikyla Gunther, Superintendents Lynn Green and Traci Sandstrom and 13 patrons and staff. Director Jessica Jurasin was excused.

The meeting began with the flag salute.

President Durney opened the public hearing for the purpose of accepting public comment on the 2024-2025 Budget Extension of \$4,119,330 million in the Capital Projects Fund to cover land acquisition and additional phases in the seismic school planning process and \$25,000 in the Debt Service Fund. Seeing no one wishing to comment, the hearing was closed.

President Durney opened the public hearing for the purpose of accepting public comment on the district's intent to issue limited general obligation (LGO) bonds in the amount of \$3.52 million to purchase land for new schools. Executive Director of Business and Operations Elyssa Louderback provided a description of the projects and property the bonds would fund, described the district's legal ability to issue the bonds, and noted the hearing had been legally advertised. President Durney asked for public comment. Seeing no one wishing to comment, the hearing was closed.

On a motion by Director Ritter and seconded by Director Mizin, the Board approved the consent agenda, which included the minutes from the regular meeting on March 18, 2025, March payroll vouchers 837831 through 837863 totaling \$4,285,420.75, and correspondence from the Grays Harbor Community Foundation regarding a \$66,500 annual distribution from the Marian J. Weatherwax endowment.

Director Mizin commented on the volleyball season at Miller Junior High School, which she enjoyed as a parent. She thanked the coaches for the hours of time involved on top of their professional lives and offered a suggestion on how to improve court visibility for visiting parents.

Student Representative Mikyla Gunther shared an update from the Harbor Learning Center, including news that 40 students so far will be graduating in June and that commencement will take place at Stewart Field for the first time. Also, two of the Harbor Learning Center juniors were on the winning team for Business Week and the annual ASB Day of Service will be Friday, May 23.

Myka Jugum, a teacher at Robert Gray, offered comment regarding the proposed reduction in force, expressing concern about student and staff safety with large

CALL TO ORDER

PUBLIC HEARING
2024-2025 BUDGET
EXTENSION

PUBLIC HEARING
ON LIMITED
GENERAL
OBLIGATION
BONDS

CONSENT AGENDA

COMMENTS FROM
THE BOARD

COMMENTS FROM
STUDENT
REPRESENTATIVE

COMMENTS FROM
THE PUBLIC

class sizes. She also expressed concern over the lack of a universal intercom system at the school.

Lilianna Rayne, a teacher at Aberdeen High School, offered comment regarding the proposed reduction in force, sharing her experience of having been laid off two years in a row and asked that classroom teachers and para-educators be prioritized.

Margie Barlow, a teacher at Miller Junior High School, commented that she is concerned about the instability that another reduction in force will create for staff and students.

President Durney noted that the board received written comment from the Aberdeen Education Association on Union/District Relations.

Principal Dan Olson presented the Robert Gray Elementary School annual report and school improvement plan for 2024-25.

Following a presentation by Superintendent Sandstrom, on a motion by Director Ritter and seconded by Vice President Wright, the board adopted an update to Policy 3207 and the procedures for prohibiting harassment, intimidation and bullying.

Superintendents Lynn Green and Traci Sandstrom provided an update on planning for the 2025-2026 budget, discussed their recommendation to plan for a reduction in force (RIF) and shared the priorities underlying the budget work. With the Legislature still in session and facing a statewide budget shortfall, it is difficult to plan with confidence, they said. Currently, they are projecting a \$3 million budget shortfall and a 1 percent decrease in enrollment. As of April, enrollment for 24-25 is trending below projections and a 1 percent decrease in enrollment is projected for 2025-2026. It appears the state will provide a 2.5 percent increase in salaries. Additional funds for MSOCs (materials, supplies and operating costs) and special education, are also under consideration, but not enough to fully defray the \$4.1 million the district pays in unfunded mandates in those two areas.

Following the budget presentation by Superintendents Green and Sandstrom, on a motion by Vice President Wright and seconded by Director Mizin, the board adopted Resolution 2025-01 which finds the need for a reduced educational program of up to \$3 million in 2025-2026.

Superintendents Green and Sandstrom provided an update on planning for new schools under the Seismic School Safety Grant. Andrew Twyman, the district's consultant from the Construction Services Group at ESD 112, shared information on changes the Legislature may implement on how future phases are funded. Planning is still funded, he said, but the timeline for the award of actual

ROBERT GRAY
ANNUAL REPORT

POLICY 3207
PROHIBITION OF
HIB

SUPERINTENDENTS'
REPORTS

BUDGET PLANNING

SEISMIC SCHOOL
SAFETY PLANNING

RESOLUTION 2025-01
REDUCTION IN
FORCE

SEISMIC SCHOOLS
UPDATE

construction dollars will likely be extended. “The state’s commitment continues to be strong,” he said.

Executive Director of Business and Operations Elyssa Louderback presented the Fiscal Status Report for March. With 58.33 percent of the fiscal year elapsed the district has received 54.64 percent of anticipated revenue and is at 57/73 percent of anticipated expenditures. Under enrollment, she reported the average annual enrollment of 3,078.06 FTE is trending 6.94 FTE below budget. Director Louderback reported ending fund balances of \$2,235, 629.88 in the General Fund, \$440,919.69 in the Capital Projects Fund, \$753,230.46 in the Debt Service Fund, \$319,829.53 in the ASB Fund and \$349,889.40 in the Transportation Vehicle Fund. Under enrollment, she reported the average annual FTE for April was 3,078.06, which is 6.94 FTE below budget.

FISCAL STATUS
REPORT

Following a presentation by Director Louderback and the public hearing earlier in the meeting, on a motion by Director Ritter and seconded by Director Mizin, the board unanimously approved Resolution 2025-02 authorizing the issuance of \$3.52 million in limited general obligation bonds for land acquisition and other described purposes.

RESOLUTION 2025-02
LIMITED GENERAL
OBLIGATION
BONDS

Following a presentation by Director Louderback and the public hearing earlier in the meeting, on a motion by Vice President Wright and seconded by Director Mizin, the board unanimously approved Resolution 2025-03 increasing the budget in the 2024-2025 Capital Projects Fund for additional phases of the seismic schools grant and land acquisition in the amount of \$4.12 million.

RESOLUTION 2025-03
CAPITAL PROJECTS
FUND BUDGET
EXTENSION

Following a presentation by Director Louderback and the public hearing earlier in the meeting, on a motion by Director Ritter and seconded by Vice President Wright, the board unanimously approved Resolution 2025-04 increasing the budget in the 2024-2025 Debt Service Fund to account for additional interest payments in the amount of \$25,000.

RESOLUTION 2025-04
DEBT SERVICE
FUND BUDGET
EXTENSION

Superintendent Traci Sandstrom presented for first reading an update to Policy 3124 and accompanying procedures governing release of students during the school day.

POLICY 3124
REMOVAL-RELEASE
OF STUDENTS

Superintendent Traci Sandstrom presented for first reading a new number and an update to Policy 3126 Child Custody governing how schools manage guardian access to student records.

POLICY 3126 CHILD
CUSTODY

Superintendent Traci Sandstrom presented for first reading an update to Policy 4200 Safe and Orderly Learning Environment to reflect that state law allows for exceptions to the start of the school day.

POLICY 4200 SAFE
LEARNING
ENVIRONMENT

President Durney announced that the next regular meeting is scheduled for 5:30 p.m. Tuesday, May 6, at in the Community Room at Aberdeen High School.

NEXT MEETING

At 6:44 p.m., President Durney recessed the meeting for an executive session expected to last 30 minutes under RCW 42.30.110 (b) and (g) (to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price and to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee). At 7:14 p.m. the session was extended for 10 minutes. The meeting reconvened in regular session at 7:24 p.m.

EXECUTIVE
SESSION

On a motion by Director Jurasin and seconded by Director Ritter, the board approved the Personnel Report. Under certificated matters, the board approved The board approved the hiring of Tosha Love as principal at Stevens Elementary School effective July 1; approved the hiring of Joanna Bihler as a speech language pathologist for the district effective August 27 and Hannah Quinn as a counselor at Aberdeen High School effective August 27; approved the hiring of Jillian Abbe and Joshua Fritts as substitutes and accepted resignations from Linda Chhabra effective March 14 and from Daniel Sorenson effective March 21 as substitutes for the district.

PERSONNEL
REPORT

CERTIFICATED

Under classified matters, the board approved the hiring of Audrey Baylous as a speech language therapy assistant for the district effective August 27, Leslie Lujan as a cook for Outdoor School effective May 12, and Cathi Stankavich as a physical therapy assistant for the district effective March 27; approved the hiring of Amy Rasler as the coordinator for Summer School at the Harbor Learning Center effective June 12; approved a change of assignment for Cassie Simpson from Stevens Elementary School to Hopkins Preschool as a para-educator effective April 14; accepted the resignation of Carla Copeland as the Accounts Payable specialist for the district effective June 30; Romeo Sanchez as an assistant coach for boys' soccer at Aberdeen High School effective March 14 and Alan Avalos as an assistant coach for boys' soccer at Miller Junior High School effective March 20; Brandyn Brooks as an assistant coach for football at Aberdeen High School effective March 19 and from Benton Butcher as a .5 FTE assistant coach for football at Aberdeen High School effective February 9, and approved the hiring of BayLynn Grimm, Jeffrey Seguin and Donna Steinman as substitutes for the district.

CLASSIFIED

There being no further business, the regular meeting was adjourned at 7:25 p.m.

ADJOURN

Lynn Green, Secretary

Jennifer Durney, President

Traci Sandstrom, Secretary

OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST

Overnight or out-of-state field trips require approval by the Board of Directors. Use the form below as an outline for the information necessary to submit a request for Board approval. Requests must be submitted to the building principal at least three weeks prior to submission to the Board. Following approval by the building principal and/or ASB, forward the request to the superintendent one week prior to the next scheduled Board meeting.

Group/Team Harbor Learning Center Juniors & Seniors

School Harbor Learning Center

Advisor Stephanie Hoffman Phone (360) 589-6631

Date(s) of Trip 5/8/2025 Destination Job Corp - Astoria, OR

Lodging Location Not staying overnight Lodging Phone (503) 325-2131

Objective of Trip Tour job corp campus and hear about programs

Number of Students 20 Number of Chaperones 2

Cost per Student 0 Cost per Chaperone 0

Funding Source and/or Account Code _____

Type of Transportation Bus Bus form required YES X NO _____

ASB Approval N/A Date _____

Principal Approval [Signature] Date 4/16/25

Board Approval [Signature] Date 4/18/25

(Reference School Board Policy – Field Trips and Excursions 2320 and 2320P)

OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST

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Group/Team AHS Marching Band

School AHS

Advisor Patterson Phone ex, 4118

Date(s) of Trip 5/17/25 - 5/20/25 Destination Victoria B.C.

Lodging Location Quality Inn Inner Harbour Lodging Phone _____

Objective of Trip Perform and compete in Parade of American Bands and the Victoria Day Parade, sight-seeing

Number of Students 45 Number of Chaperones 9

Cost per Student \$260 Cost per Chaperone -

Funding Source and/or Account Code 4030

Type of Transportation Bus/Ferry Bus form required YES ☒ NO ☐

ASB Approval _____ Date _____

Principal Approval Joann Runko Date 4-25-25

Board Approval _____ Date _____

(Reference School Board Policy – Field Trips and Excursions 2320 and 2320P)

4/28/25
204 4/28/25

OVERNIGHT & OUT-OF-STATE STUDENT TRIP REQUEST

Overnight or out-of-state field trips require approval by the Board of Directors. Use the form below as an outline for the information necessary to submit a request for Board approval. Requests must be submitted to the building principal at least three weeks prior to submission to the Board. Following approval by the building principal and/or ASB, forward the request to the superintendent one week prior to the next scheduled Board meeting.

Group/Team SkillsUSA - MJH

School MJH

Advisor Ashley Emmett Phone _____

Date(s) of Trip 6/22-28/25 Destination Atlanta, GA

Lodging Location Hilton Atlanta Lodging Phone _____

Objective of Trip SkillsUSA National Leadership +
Skills Competition

Number of Students 6 Number of Chaperones 1

Cost per Student \$2600 Cost per Chaperone \$2600

Funding Source and/or Account Code Self-pay, SkillsUSA Nationals account

Type of Transportation Van/parents Bus form required YES ___ NO X

ASB Approval _____ Date _____

Principal Approval L Green Date 4/4/25

Board Approval _____ Date _____

(Reference School Board Policy – Field Trips and Excursions 2320 and 2320P)

Aberdeen School District #5

Career and Technical Education

410 North 'G' Street
Aberdeen, WA 98520
Fax (360) 538-2057
E-mail lgreen@asd5.org

Lynn Green, Director
Phone (360) 538-2038
Kim Edwards, Secretary
Phone (360) 538-2039

April 22, 2025

Melinda Luark
81 Angel Wings Ln.
Elma, WA 98541

Re: Vehicle Donation

Dear Ms. Luark:

Thank you for your donation of the 2005 Hyundai Accent, VIN #KMHCG35C15U335146 valued at \$1,758.00. This donation helps to educate our automotive technology students. We appreciate your support of our students at Aberdeen High School.

For your records, the tax ID number for the Aberdeen School District is 91-6001546.

Sincerely,



Lynn Green
Aberdeen School District No. 5
360-538-2038

REMOVAL-RELEASE OF STUDENT DURING SCHOOL HOURS

The board recognizes its responsibility for the proper care of students during school hours. Students will not be removed from school grounds, any school building or school function during school hours except by a person authorized according to district procedures. Before a student is removed or excused, the person seeking to remove the student must present to the satisfaction of the superintendent or principal evidence of his/her proper authority to remove the student. A teacher should not excuse a student from class to confer with anyone unless the request is approved by the principal. The superintendent is directed to establish procedures for the removal of a student during school hours.

Prior to sending a student to his/her home for illness, discipline or a corrective action, the principal will attempt to reach the student's parent to inform him/her of the school's action and to request that he/she come to the school for the child. If the principal cannot reach the parent, the student will remain at school until the close of the school day. A student may be released to a law enforcement officer in accordance with the district policy.

Cross References:	Policy 4310	District Relationships with Law Enforcement and other Government Agencies
	4200	Parent Access and Safe and Orderly Learning Environment
	3418	Response to Student Injury or Illness
	3126	Child Custody
Legal References:	RCW 28A.605.010	Removing child from school grounds during school hours

Revised: _____

Removal-Release of Student During School Hours

Schools must exercise a high order of responsibility for the care of students while in school. The removal of a student during the school day may be authorized in accordance with the following procedures:

1. Law enforcement officers, upon proper identification, may remove a student from school without a warrant provided that the law enforcement officer signs a statement that he/she is removing the student from the school. Residential parents should be contacted as soon as possible when a student is taken into custody;
2. Any other agencies must have a written administrative or court order directing the school district to give custody to them. Proper identification is required before the student will be released;
3. A student will be released to the residential parent or the nonresidential parent, unless the residential parent provides the school with a certified copy of a court order restricting and/or prohibiting the student's contact with the nonresidential parent. When in doubt as to who has custodial rights, the school district will rely on enrollment records. Parents (or guardians) have the burden of furnishing schools with accurate, up-to-date information regarding custodial rights;
4. The school should always make a reasonable effort to notify the residential parent before releasing the student to a nonresidential parent;
5. Prior written authorization from the residential parent or guardian is required before releasing a student into someone else's custody unless an emergency situation justifies a waiver;
6. Police should be called if a visitor becomes disruptive or abusive; and
7. State law requires that school personnel not remove, cause to be removed or allow to be removed a student from school grounds during school hours without the consent of the student's parent or guardian, unless the employee is the student's parent or guardian, the employee is providing bus transportation, the employee is supervising an extra-curricular activity and providing transportation for the student, or the student requires transportation for emergency medical care and the parent cannot be contacted. School security personnel may remove a student from school without parental authorization for disciplinary reasons, and anyone officially responding to a 911 emergency call may remove a student without prior parental authorization.

School personnel should exercise discretion as to whether the student will be transported by ambulance or private automobile to a doctor or hospital in the case of an emergency when the school is unable to reach the parent or their authorized representative.

REMOVAL OF STUDENT DURING SCHOOL HOURS

The board recognizes its responsibility for the proper care of students during school hours. Students shall not be removed 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 superintendent or principal evidence of his/her proper authority to remove the student. A teacher should not excuse a student from class to confer with anyone unless the request is approved by the principal. The superintendent is directed to establish procedures for the removal of a student during school hours.

Legal References: RCW 28A.605.010
during school hours--Procedure

Removing child from school grounds

Adoption Date:

Removal of Student During School Day

Schools must exercise a high order of responsibility for the care of students while in school. The removal of a student during the school day may be authorized in accordance with the following procedures:

- A. Law enforcement officers, upon proper identification, may remove a student from school without a warrant provided that the law enforcement officer signs a statement that he/she is removing the student from the school. Residential parents should be contacted as soon as possible when a student is taken into custody.
- B. Any other agencies must have a written administrative or court order directing the school district to give custody to them. Proper identification is required before the student shall be released.
- C. A student shall be released to the residential parent. When in doubt as to who has custodial rights, school enrollment records must be relied upon as the parents (or guardians) have the burden of furnishing schools with accurate, up-to-date information.
- D. The school should always check notification or authorization from the residential parent before releasing the student to a nonresidential parent.
- E. Prior written authorization from the residential parent or guardian is required before releasing a student into someone else's custody unless an emergency situation justifies a waiver.
- F. Police should be called if a visitor becomes disruptive or abusive.
- G. State law requires that school personnel not remove, cause to be removed or allow to be removed a student from school grounds during school hours without the consent of the student's parent or guardian, unless the employee is the student's parent or guardian, the employee is providing bus transportation, the employee is supervising an extra-curricular activity and providing transportation for the student, or the student requires transportation for emergency medical care and the parent cannot be contacted. School security personnel may remove a student from school without parental authorization for disciplinary reasons, and anyone officially responding to a 911 emergency call may remove a student without prior parental authorization.

Revised: 08/05/97

RELEASE OF STUDENT DURING THE SCHOOL DAY

Prior to sending a student to his/her home for illness, discipline or a corrective action, the principal shall attempt to reach the student's parent to inform him/her of the school's action and to request that he/she come to the school for the child. If the principal cannot reach the parent, the student shall remain at school until the close of the school day. A student may be released to a law enforcement officer in accordance with the district policy.

Sending students on errands during school hours should be done only on necessary school business and by express permission of the principal.

Cross References: Board Policy 4411
Child Protective Agencies).

(Relations with Law Enforcement and

Adoption Date:

CHILD CUSTODY

The Aberdeen School District Board of Directors presumes that the person who enrolls a student in school is the residential parent of the student. The residential parent is responsible for decisions regarding the day-to-day care and control of student. Parents or legal guardians have rights to receive information contained in the school records concerning their child and to forbid or permit the disclosure of such information to others, subject to the authority granted to the residential parent.

The board, unless informed otherwise, assumes that there are no restrictions regarding the nonresidential parent's right to be kept informed of the student's school progress and activities. If restrictions are made relative to the above rights, the residential parent will be requested to submit a certified copy of the court order that curtails these right(s). If these rights are questioned by the nonresidential parent, the issue will be referred to law enforcement authorities for resolution.

Unless there are court-imposed restrictions, the nonresidential parent, upon request, will be given grade reports, notices of school activities, reports of disciplinary actions, or notices of teacher or principal conferences or summaries.

If there is a court order on file with the district that restricts and/or prohibits any parent or other person from contact with a student at school or picking up a student from school, then the district will not permit the student to visit with or be released to that parent, or other person.

Cross References:	Policy 4310	District Relationships with Law Enforcement and other Government Agencies
	4200	Parent Access and Safe and Orderly Learning Environment
	3231	Student Records
	3124	Removal-Release of Student During School Hours
	2420	Grading and Progress Reports
Legal References:	CFR 45, Part 99	Family education rights and privacy act
	RCW 13.34.200	Order terminating parent and child relationship - Rights of parties when granted
	RCW 26.09.184	Permanent parenting plan

Adopted (Replace 3610): _____

CHILD CUSTODY**REPLACE**

In cases where a child does not live with both parents, it is presumed that the person who enrolls a student in school is the residential parent of the student. The residential parent is responsible for decisions regarding the day-to-day care and control of student. Parents, guardians or step-parents have the two-fold right to receive information contained in the school records concerning their child and to forbid or permit the disclosure of such information to others subject to the authority granted to the residential parent.

The board, unless informed otherwise, assumes that there are no restrictions regarding the nonresidential parent's right to be kept informed of the student's school progress and activities. If restrictions are made relative to the above rights, the residential parent will be requested to submit a certified copy of the court order which curtails these right(s). If these rights are questioned by the nonresidential parent, the issue will be referred to police authorities for resolution.

Unless there are court-imposed restrictions, the nonresidential parent, upon request, will be given grade reports, notices of school activities, reports of disciplinary actions, or notices of teacher or principal conferences or summaries.

The student is not permitted to visit with or be released to anyone, including the nonresidential parent, during school hours without the approval of the residential parent.

Cross References: Board Policy 2420 Grading and progress reports
3440 Removal of students during Schools hours
3600 Student Records

Legal References: CFR45, Part 99 Family Education Rights and Privacy Act
RCW 26.09.250 Child custody – powers and duties of custodian
Order terminating parent and child relationship

Adoption Date: 01/08/96
Revised: 03/16/99

SAFE AND ORDERLY LEARNING ENVIRONMENT

A. **Contacts with Staff**

The learning environment and the staff's time for students will be free from interruption. Except in emergencies, staff will not be unreasonably interrupted in their work. Brief messages will be recorded so as to permit the staff member to return the call when free.

Certificated staff will be available for consultation with students and community members one-half hour before and after school time **unless otherwise negotiated**. Students and community members are urged to make appointments with staff to assure an uninterrupted conference.

No one will solicit funds or conduct private business with staff on school time and premises.

B. **Visitors**

The board welcomes and encourages visits to school by parents/guardians, community members, and interested educators. The superintendent or designee will establish guidelines governing school visits to insure orderly operation of the educational process and the safety of students and staff.

C. **Disruption of School Operations**

The superintendent or staff member in charge will direct a person to leave immediately if any person is:

1. Under the influence of controlled substances, including marijuana (cannabis) or alcohol; or
2. Is disrupting or obstructing any school program, activity, or meeting; or
3. Threatens to do so or is committing, threatening to imminently commit; or
4. Inciting another to imminently commit any act which would disturb or interfere with or obstruct any lawful task, function, process or procedure (of any student, official, classified or certificated staff member or invitee) of the school district.

If such a person refuses to leave, the superintendent or staff member will immediately call for the assistance of a law enforcement officer.

Cross References:	3510 – Associated Student Bodies 3124 - Removal-Release of Student During School Hours
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Legal References:

RCW 28A.605.020 – Parents’ access to classroom or school sponsored activities - Limitation
RCW 28A.635.020 - Wilfully disobeying school administrative personnel or refusing to leave public property, violations, when — Penalty
RCW 28A.635.030 - Disturbing school, school activities, or meetings — Penalty
RCW 28A.635.090 - Interfering by force or violence — Penalty
RCW 28A.635.100 - Intimidating any administrator, teacher, classified employee, or student by threat of force or violence unlawful — Penalty
20 U.S.C. 7908 - No Child Left Behind Act, Military Recruiter Provision

Adoption Date: 2/1/00

Revised: 3/18/03; _____

SEXUAL HARASSMENT OF STUDENTS PROHIBITED

This district is committed to a positive and productive education free from discrimination, including sexual harassment. This commitment extends to all students involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation or at a class or school training held elsewhere.

Definitions

For purposes of this policy, sexual harassment means unwelcome conduct or communication of a sexual nature. Sexual harassment can occur adult to student, student to student or can be carried out by a group of students or adults and will be investigated by the District even if the alleged harasser is not a part of the school staff or student body. The district prohibits sexual harassment of students by other students, employees or third parties involved in school district activities.

Under federal and state law, the term “sexual harassment” may include:

- Acts of sexual violence;
- Unwelcome sexual or gender-directed conduct or communication that interferes with an individual’s educational performance or creates an intimidating, hostile, or offensive environment;
- Unwelcome sexual advances;
- Unwelcome requests for sexual favors;
- Sexual demands when submission is a stated or implied condition of obtaining an educational benefit;
- Sexual demands where submission or rejection is a factor in an academic, or other school-related decision affecting an individual.

A “hostile environment” has been created for a student when sexual harassment is sufficiently serious to interfere with or limit the student’s ability to participate in or benefit from the school’s program. The more severe the conduct, the less need there is to demonstrate a repetitive series of incidents. In fact, a single or isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe, violent, or egregious.

Investigation and Response

If the district knows, or reasonably should know, that sexual harassment has created a hostile environment, it will promptly investigate to determine what occurred and take appropriate steps to resolve the situation. If an investigation reveals that sexual harassment has created a hostile environment, the district will take prompt and effective steps reasonably calculated to end the sexual harassment, eliminate the hostile environment, prevent its recurrence and as appropriate, remedy its effects. The district will take prompt, equitable and remedial action within its authority on reports, complaints and grievances alleging sexual harassment that

come to the attention of the district, either formally or informally. The district will take these steps every time a complaint, alleging sexual harassment comes to the attention of the district, either formally or formally.

Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Regardless of whether the misconduct is reported to law enforcement, school staff will promptly investigate to determine what occurred and take appropriate steps to resolve the situation, to the extent that such investigation does not interfere with an ongoing criminal investigation. A criminal investigation does not relieve the district of its independent obligation to investigate and resolve sexual harassment.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending students, staff or other third parties involved in school district activities. Anyone else who engages in sexual harassment on school property or at school activities will have their access to school property and activities restricted, as appropriate.

Retaliation and False Allegations

Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. The district will take appropriate actions to protect involved persons from retaliation.

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

Staff Responsibilities

The superintendent will develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt time lines and delineate staff responsibilities under this policy.

Any school employee who witnesses sexual harassment or receives a report, informal complaint, or written complaint about sexual harassment is responsible for informing the district Title IX or Civil Rights Compliance Coordinator. All staff are also responsible for directing complainants to the formal complaint process.

Reports of discrimination and discriminatory harassment will be referred to the district's Title IX/Civil Rights Compliance Coordinator. Reports of disability discrimination or harassment will be referred to the district's Section 504 Coordinator.

District/school staff, including employees, contractors, and agents, shall not provide a recommendation of employment for an employee, contractor, or agent that the district/school, or the individual acting on behalf of the district/school, knows or has probably cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law.

Notice and Training

The superintendent will develop procedures to provide age-appropriate information and education to district staff, students, parents and volunteers regarding this policy and the recognition and prevention of sexual harassment. At a minimum sexual harassment recognition and prevention and the elements of this policy will be included in staff, student and regular volunteer orientation. This policy and the procedure, which includes the complaint process, will be posted in each district building in a place available to staff, students, parents, volunteers and visitors. Information about the policy and procedure will be clearly stated and conspicuously posted throughout each school building, provided to each employee and reproduced in each student, staff, volunteer and parent handbook. Such notices will identify the District's Title IX coordinator and provide contact information, including the coordinator's email address.

Policy Review

The superintendent will make an annual report to the board reviewing the use and efficacy of this policy and related procedures. Recommendations for changes to this policy, if applicable, will be included in the report. The superintendent is encouraged to involve staff, students, volunteers and parents in the review process.

Cross References:	Policy 3207	Prohibition of Harassment, Intimidation and Bullying
	Policy 3210	Nondiscrimination
	Policy 3211	Transgender Students
	Policy 3240	Student Conduct Expectations and Reasonable Sanctions
	Policy 3241	Classroom Management, Discipline and Corrective Action
	Policy 5010	Nondiscrimination and Affirmative Action
	Policy 5011	Sexual Harassment of District Staff Prohibited
Legal References:	20 U.S.C. 1681-1688	
	RCW 28A.640.020	Regulations, guidelines to eliminate discrimination — Scope — Sexual harassment policies
	WAC 392-190-058	Sexual harassment

Adoption Date: 01/17/17

Revised: _____

Procedure Sexual Harassment of Students Prohibited

The procedure is intended to set forth the requirements of Policy 3205, including the process for a prompt, thorough, and equitable investigation of allegations of sexual harassment and the need to take appropriate steps to resolve such situations. If sexual harassment is found to have created a hostile environment, staff must take immediate action to eliminate the harassment, prevent its reoccurrence, and address its effects.

This procedure applies to sexual harassment (including sexual violence) targeted at students carried out by other students, employees or third parties involved in school district activities. Because students can experience the continuing effects of off-campus harassment in the educational setting, the district will consider the effects of off-campus conduct when evaluating whether there is a hostile environment on campus. The district has jurisdiction over these complaints pursuant to Title IX of the Education Amendments of 1972, Chapter 28A.640, RCW and Chapter 392-190 WAC.

Title IX Coordinator, Investigator, and Decision-maker

The district will designate and authorize at least one employee to act as “Title IX Coordinator” to coordinate the district’s state and federal sex discrimination and sexual harassment regulation compliance efforts. The decision-maker who reaches the final determination of responsibility for alleged Title IX sexual harassment will be the Superintendent or designee. The decision-maker cannot be the same person who serves as the Title IX Coordinator or the investigator of the Title IX complaint.

Any individual designated as Title IX Coordinator, an investigator, or decision-maker, and any person who facilitates an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents in general or individually, and must receive training on the definition of sexual harassment under Title IX, the scope of the district’s education program or activity, how to conduct an investigation and grievance process and informal resolution process, and how to serve impartially. The decision-maker must also receive training on any technology to be used during hearings if the district provides for a hearing, on issues of relevance of questions and evidence, and on how to create an investigative report that fairly summarizes relevant evidence.

Any training materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of complaints. The district shall maintain for a period of seven years records of any informal resolution and the result; and all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, and make such materials available on the district’s website or make these materials available upon request for inspection by members of the public.

Notice

1. Information about the district's sexual harassment policy will be easily understandable and conspicuously posted throughout each school building, be reproduced in each student, staff, volunteer and parent handbook.
2. In addition to the posting and reproduction of this procedure and Policy 3205, the district will provide annual notice to employees that complaints pursuant to this procedure may be filed at 216 North G Street, Aberdeen, WA 98520.

Staff Responsibilities

1. The district is on notice and required to take action when any employee knows, or in the exercise of reasonable care should know, about possible sexual harassment.
2. In the event of an alleged sexual assault, the school principal will immediately inform: 1) the Title IX/Civil Rights Compliance Coordinator so that the district can appropriately respond to the incident consistent with its own grievance procedures; and 2) law enforcement.
3. The principal will notify the targeted student(s) and their parents/guardians of their right to file a criminal complaint and a sexual harassment complaint simultaneously.

Confidentiality

1. If a complainant requests that his or her name not be revealed to the alleged perpetrator or asks that the district not investigate or seek action against the alleged perpetrator, the request will be forwarded to the Title IX Coordinator for evaluation.
2. The Title IX Coordinator should inform the complainant that honoring the request may limit its ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator.
3. If the complainant still requests that his or her name not be disclosed to the alleged perpetrator or that the district not investigate or seek action against the alleged perpetrator, the district will need to determine whether it can honor such a request while still providing a safe and nondiscriminatory environment for all students, staff, and other third parties engaging in district activities, including the person who reported the sexual harassment. Although a complainant's request to have his or her name withheld may limit the district's ability to respond fully to an individual allegation of sexual harassment, the district will use other appropriate means available to address the sexual harassment.

Retaliation

Title IX prohibits retaliation against any individual who files a complaint under these laws or participates in a complaint investigation. When an informal or formal complaint of sexual harassment is made, the district will take steps to stop further harassment and prevent any retaliation against the person who made the complaint ("complainant"), was the subject of the

harassment, or against those who provided information as a witness. The district will investigate all allegations of retaliation and take actions against those found to have retaliated.

Informal Complaint Process, State Requirements

Anyone may use informal procedures to report and resolve complaints of sexual harassment. Informal reports may be made to any staff member. Staff will always notify complainants of their right to file a formal complaint and the process for the same. Staff will also direct potential complainants to Title IX Coordinator, Christi Clinkingbeard, (360) 538-2003. Additionally, staff will also inform an appropriate supervisor or professional staff member when they receive complaints of sexual harassment, especially when the complaint is beyond their training to resolve or alleges serious misconduct.

During the course of the informal complaint process, the district will take prompt and effective steps reasonably calculated to end any harassment and to correct any discriminatory effects on the complainant. If an investigation is needed to determine what occurred, the district will take interim measures to protect the complainant before the final outcome of the district's investigation (e.g., allowing the complainant to change academic or extracurricular activities or break times to avoid contact with the alleged perpetrator).

Informal remedies may include:

1. An opportunity for the complainant to explain to the alleged harasser that his or her conduct is unwelcome, offensive or inappropriate, either in writing or face-to-face;
2. A statement from a staff member to the alleged harasser that the alleged conduct is not appropriate and could lead to discipline if proven or repeated;
3. A general public statement from an administrator in a building reviewing the district sexual harassment policy without identifying the complainant;
4. Developing a safety plan;
5. Separating students; or
6. Providing staff and/or student training

Informal complaints may become formal complaints at the request of the complainant, parent/guardian, or because the district believes the complaint needs to be more thoroughly investigated.

The district will inform the complainant and their parent/guardian how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

Formal Complaint Process, State Requirements**Level One – Complaint to District**

Anyone may initiate a formal complaint of sexual harassment, even if the informal complaint process is being utilized. At any level in the formal complaint process under state law, the district will take interim measures to protect the complainant before the final outcome of the district's investigation. The same allegations may qualify as a sexual harassment allegation under federal Title IX regulations, which require actions in addition to the process for investigating sexual harassment allegations under state law.

The following process will be followed:

Filing of Complaint

1. All formal complaints will be in writing and will set forth the specific acts, conditions or circumstances alleged to have occurred and to constitute sexual harassment. The Title IX Coordinator may draft the complaint based on the report of the complainant for the complainant to review and approve. The superintendent or Title IX Coordinator may also conclude that the district needs to conduct an investigation based on information in his or her possession, regardless of the complainant's interest in filing a formal complaint.
2. The time period for filing a complaint is one year from the date of the occurrence that is the subject matter of the complaint. However, a complaint filing deadline may not be imposed if the complainant was prevented from filing due to: 1) Specific misrepresentations by the district that it had resolved the problem forming the basis of the complaint; or 2) Withholding of information that the district was required to provide under WAC 392-190-065 or WAC 392-190-005.
3. Complaints may be submitted by mail, fax, e-mail or hand-delivery to the district Title IX Coordinator, Christi Clinkingbeard at 216 N G St., Aberdeen, WA 98520 (360) 538-2003 phone, (360) 538-2014 fax, or cclinkingbeard@asd5.org. Any district employee who receives a complaint that meets these criteria will promptly notify the Coordinator.

Investigation and Response

1. The Title IX Coordinator will receive and investigate all formal, written complaints of sexual harassment or information in the coordinator's possession that they believe requires further investigation. The Coordinator will delegate his or her authority to participate in this process if such action is necessary to avoid any potential conflicts of interest. Upon receipt of a complaint, the Coordinator will provide the complainant a copy of this procedure.
2. Investigations will be carried out in a manner that is adequate in scope, reliable, and impartial. During the investigation process, the complainant and accused party or parties, if the complainant has identified an accused harasser(s), will have an equal opportunity to present witnesses and relevant evidence. Complainants and witnesses may have a trusted adult with them during any district-initiated investigatory activities. The school district and complainant may also agree to resolve the complaint in lieu of an investigation.

3. When the investigation is completed, the Coordinator will compile a full written report of the complaint and the results of the investigation.

Sexual Harassment Complaint under Title IX

The Title IX Coordinator will assess whether a formal complaint of sexual harassment meets the criteria for a Title IX complaint. If so, the district will implement investigation and response procedures under state law, as well as the following additional procedures as required by Title IX regulations.

Under federal law, the term “sexual harassment” means:

1. An employee of the district conditioning the provision of an aid, benefit, or service on an individual’s participation in unwelcome sexual conduct;
2. Conduct that creates a “hostile environment,” meaning unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the education program or activity; or
3. “Sexual assault,” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Supportive Measures under Title IX

Once any district employee knows, or in the exercise of reasonable care should know, about possible sexual harassment, the Title IX Coordinator must contact the complainant and offer to provide the complainant with supportive measures. *See “interim measures” required under state law above for a similar requirement.* Supportive measures must be offered to the complainant, before or after the filing of a formal complaint, or where no formal complaint has been filed. Supportive measures may also be provided to the respondent. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or respondent. Supportive measures should be designed to restore or preserve access to the District’s education program or activity without unreasonably burdening the other party. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

When Additional Title IX Procedures are Required

The district will implement additional Title IX procedures in response to a sexual harassment complaint when the alleged conduct constitutes sexual harassment as defined by Title IX regulations, and:

1. The written complaint is filed by the complainant of the alleged sexual harassment, by the complainant’s legal guardian, or by the Title IX Coordinator;

2. The complaint requests that the district investigate the allegation(s) of sexual harassment, as defined under Title IX regulations;
3. The complaint is against a named respondent who, at the time of the alleged harassment, was under the control of the school district (such as a student, employee, or volunteer);
4. The alleged sexually harassing conduct occurred in the United States; and
5. The complainant is participating in or attempting to participate in the district's educational program or activity at the time.

If the formal complaint is determined to meet the criteria for a Title IX complaint, the district must respond promptly in a manner that is not deliberately indifferent. "Deliberately indifferent" means that the district's response is clearly unreasonable in light of the known circumstances. The district's investigation and determination regarding responsibility shall be completed within 30 days unless the parties agree to a different timeline.

The district will acknowledge receipt of the formal complaint by providing the following written notice to the respondent and complainant:

1. Notice of the complaint, investigation, and grievance processes.
2. Notice of the allegations of sexual harassment with sufficient time for the parties to prepare a response before any initial interview and with sufficient detail. Such sufficient detail includes the identities of the parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known.
3. Notice that the parties may have an advisor of their choice who may be an attorney or non-attorney, and who may inspect and review evidence of the alleged sexual harassment.
4. Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility for alleged sexual harassment is made at the conclusion of the grievance process.
5. Notice of any provision in student conduct policies and procedures that prohibits false statements or submitting false information.

Title IX Informal Resolution Process, *See state Informal Complaint Process, above*

At any time prior to a determination regarding responsibility for alleged sexual harassment as defined by Title IX regulations, the district may permit a complainant to waive the formal complaint grievance process in favor of an informal resolution process not involving a full investigation and adjudication, provided that the district obtains the parties' voluntary, written consent, the district does not offer informal resolution of sexual harassment allegations against a respondent who is an employee of the district, and the district provides the parties with written notice disclosing the allegations, the requirements for the informal

resolution process, and the circumstances in which the parties would be precluded from continuing with a formal resolution process for the same allegations.

A party has the right to withdraw from the informal resolution process and resume the formal Title IX grievance process at any time prior to agreeing to a resolution. The district may not require the waiver of the right to an investigation and adjudication of formal complaints of sexual harassment under Title IX as a condition of enrollment, employment, or enjoyment of any other right, nor may the district require the parties to participate in an informal resolution process.

Title IX Formal Resolution Process

The district must investigate allegations contained in a formal complaint. If the conduct alleged would not constitute sexual harassment under Title IX regulations even if proved, did not occur in the district's education program or activity, or did not occur against a person in the United States, then the recipient must dismiss the formal complaint under Title IX. Such dismissal does not preclude action under another provision of district policy or procedure or under sexual harassment investigation procedures as required by state law.

The district's investigation of a Title IX complaint must:

1. Ensure that the district bears the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility for the alleged sexual harassment. The district may not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting or assisting in their professional capacity and made and maintained in connection with the provision of treatment to the party unless the district obtains the party's voluntary, written consent to do so.
2. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
3. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
4. Provide the parties with the same opportunities to have others present during any grievance proceeding; including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be an attorney or non-attorney. The district will apply any restrictions regarding the extent to which an advisor may participate equally to both parties;
5. Provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all hearings, interviews, or other meetings, with sufficient time for the parties to prepare to participate;
6. Prior to the completion of an investigative report, provide an equal opportunity for the parties to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can

- meaningfully respond to the evidence prior to the conclusion of the investigation. This includes evidence that the district does not intend to rely on in reaching a determination of responsibility for the alleged sexual harassment, regardless of the source of the evidence. The parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completion of the investigative report.
7. At least ten (10) days prior to a determination regarding responsibility, create an investigative report that fairly summarizes relevant evidence, and send the investigative report in an electronic or hard copy format to each party and each party's advisor for their review and written response.
 8. After transmitting the investigative report to the parties, but before reaching a final determination regarding responsibility, the decision maker must give each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant unless they are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or unless they concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

The district's Title IX investigative and grievance process is not required to include investigative hearings.

At the conclusion of the investigation, the decision-maker (superintendent or designee) must issue a written determination of responsibility regarding the alleged sexual harassment. The district may choose whether the decision-maker will apply a preponderance of the evidence standard or a clear and convincing evidence standard in Title IX investigations, provided that the same standard will apply to all investigations whether the respondent is a student or an employee.

The superintendent's written determination must be issued to the parties simultaneously and must include the following:

1. Identification of the allegations potentially constituting sexual harassment under Title IX regulations;
2. A description of the procedural steps taken from the time of the district's receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings supporting the determination;
4. Conclusions regarding the application of the district's code of conduct policies to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
6. The procedures and bases for appealing the superintendent's determination.

Title IX Investigation Appeals

The district must offer both parties an appeal from the superintendent's determination regarding responsibility or from the district's dismissal of any allegations contained in a formal complaint, in addition to the complainant's right to appeal under state requirements and the respondent's potential appeal rights under student discipline provisions of district policy and state requirements.

A party may appeal the determination regarding responsibility on the following bases:

1. Procedural irregularity affecting the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility was made that could affect the outcome of the matter;
3. The Title IX coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or individually that affected the outcome of the matter; or
4. Additional bases as determined by the district.

Regarding appeal, the district must:

1. Provide written notice to the other party when an appeal is filed;
2. Implement appeal procedures equally for both parties;
3. Ensure that the decision-maker for the appeal is not the same decision-maker who reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
4. Ensure that the decision-maker for the appeal has received the training required for decision-makers as required by this procedure.
5. Provide both parties with a reasonable, equal opportunity to submit a written statement in support of or challenging the outcome of the initial determination; and
6. Issue a written decision describing the result of the appeal and the rationale for the result.

Emergency Removals for alleged sexual harassment under Title IX

These additional Title IX sexual harassment procedures do not preclude a school district from removing a student from school on an emergency basis consistent with Policy and Procedure 3241 – Student Discipline and the associated student discipline regulations for emergency expulsion.

Title IX Investigation Recordkeeping

The district will maintain records of each Title IX sexual harassment investigation, including any determination regarding responsibility and any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant; and any appeal from the result of a determination regarding responsibility, for a period of seven years.

The district must maintain records of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment under Title IX, for a period of seven years.

Superintendent Response, State Requirements

1. The superintendent will respond in writing to the complainant and the alleged perpetrator within thirty (30) calendar days of receipt of the complaint, unless otherwise agreed to by the complainant or if exceptional circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the district will notify the complainant in writing of the reason for the extension and the anticipated response date. At the time the district responds to the complainant, the district must send a copy of the response to the office of the superintendent of public instruction.
2. The response of the superintendent or designee will include: 1) a summary of the results of the investigation; 2) a statement as to whether a preponderance of the evidence establishes that the complainant was sexually harassed; 3) if sexual harassment is found to have occurred, the corrective measures the district deems necessary, including assurance that the district will take steps to prevent recurrence and remedy its effects on the complainant and others, if appropriate; 4) notice of the complainant's right to appeal to the school board and the necessary filing information; and 5) any corrective measures the district will take, remedies for the complainant (e.g., sources of counseling, advocacy and academic support), and notice of potential sanctions for the perpetrator(s) (e.g., discipline).
3. The superintendent's or designee's response will be provided in a language the complainant can understand and may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964. If the complaint alleges discriminatory harassment by a named party or parties, the coordinator will provide the accused party or parties with notice of the outcome of the investigation and notice of their right to appeal any discipline or corrective action imposed by the district.
4. Any corrective measures deemed necessary will be instituted as quickly as possible, but in no event more than thirty (30) days after the superintendent's mailing of a written response, unless the accused is appealing the imposition of discipline and the district is barred by due process considerations or a lawful order from imposing the discipline until the appeal process is concluded. Staff may also pursue complaints

through the appropriate collective bargaining agreement process or anti-discrimination policy.

5. The district will inform the complainant and their parent/guardian how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

Level Two - Appeal to Board of Directors, State Requirements

Notice of Appeal and Hearing

1. If a complainant disagrees with the superintendent's or designee's written decision, the complainant may appeal the decision to the district board of directors, by filing a written notice of appeal with the secretary of the board within ten (10) calendar days following the date upon which the complainant received the response.
2. The board will schedule a hearing to commence by the twentieth (20th) calendar day following the filing of the written notice of appeal, unless otherwise agreed to by the complainant and the superintendent or for good cause.
3. Both parties will be allowed to present such witnesses and testimony as the board deems relevant and material.

Board Decision, State Requirements

1. Unless otherwise agreed to by the complainant, the board will render a written decision within thirty (30) calendar days following the filing of the notice of appeal and provide the complainant with a copy of the decision.
2. The decision will be provided in a language that the complainant can understand, which may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act.
3. The decision will include notice of the complainant's right to appeal to the Superintendent of Public Instruction and will identify where and to whom the appeal must be filed. The district will send a copy of the appeal decision to the office of the superintendent of public instruction.

Level Three - Complaint to the Superintendent of Public Instruction

Filing of Complaint, State Requirements

1. If a complainant disagrees with the decision of the board of directors, or if the district fails to comply with this procedure, the complainant may file a complaint with the superintendent of public instruction.
2. A complaint must be received by the Superintendent of Public Instruction on or before the twentieth (20) calendar day following the date upon which the complainant received written notice of the board of directors' decision, unless the Superintendent of Public

Instruction grants an extension for good cause. Complaints may be submitted by mail, fax, electronic mail, or hand delivery.

3. A complaint must be in writing and include: 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-sexual harassment laws; 2) The name and contact information, including address, of the complainant; 3) The name and address of the district subject to the complaint; 4) A copy of the district's complaint and appeal decision, if any; and 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

Investigation, Determination and Corrective Action, State Requirements

1. Upon receipt of a complaint, the Office of the Superintendent of Public Instruction may initiate an investigation, which may include conducting an independent on-site review. OSPI may also investigate additional issues related to the complaint that were not included in the initial complaint or appeal to the superintendent or board.
2. Following the investigation, OSPI will make an independent determination as to whether the district has failed to comply with RCW 28A.642.010 or Chapter 392-190, WAC and will issue a written decision to the complainant and the district that addresses each allegation in the complaint and any other noncompliance issues it has identified. The written decision will include corrective actions deemed necessary to correct noncompliance and documentation the district must provide to demonstrate that corrective action has been completed.
3. All corrective actions must be completed within the timelines established by OSPI in the written decision unless OSPI grants an extension. If timely compliance is not achieved, OSPI may take action including but not limited to referring the district to appropriate state or federal agencies empowered to order compliance.

A complaint may be resolved at any time when, before the completion of the investigation, the district voluntarily agrees to resolve the complaint. OSPI may provide technical assistance and dispute resolution methods to resolve a complaint.

Level Four - Administrative Hearing, State Requirement

A complainant or school district that desires to appeal the written decision of the Office of the Superintendent of Public Instruction may file a written notice of appeal with OSPI within thirty (30) calendar days following the date of receipt of that office's written decision. OSPI will conduct a formal administrative hearing in conformance with the Administrative Procedures Act, Chapter 34.05, RCW.

Other Complaint Options*Office for Civil Rights (OCR), U.S. Department of Education*

OCR enforces several federal civil rights laws, which prohibit discrimination in public schools on the basis of race, color, national origin, sex, disability, and age. File complaints with OCR within 180 calendar days of the date of the alleged discrimination.

206-607-1600 | TDD: 1-800-877-8339 | OCR.Seattle@ed.gov | www.ed.gov/ocr

Washington State Human Rights Commission (WSHRC)

WSHRC enforces the Washington Law Against Discrimination (RCW 49.60), which prohibits discrimination in employment and in places of public accommodation, including schools. File complaints with WSHRC within six months of the date of the alleged discrimination.

1-800-233-3247 | TTY: 1-800-300-7525 | www.hum.wa.gov

Mediation

At any time during the complaint procedure set forth in WAC 392-190-065 through 392-190-075, a district may, at its own expense, offer mediation. The complainant and the district may agree to extend the complaint process deadlines in order to pursue mediation.

The purpose of mediation is to provide both the complainant and the district an opportunity to resolve disputes and reach a mutually acceptable agreement through the use of an impartial mediator. Mediation must be voluntary and requires the mutual agreement of both parties. It may be terminated by either party at any time during the mediation process. It may not be used to deny or delay a complainant's right to utilize the complaint procedures.

Mediation must be conducted by a qualified and impartial mediator who may not:

1) Be an employee of any school district, public charter school, or other public or private agency that is providing education related services to a student who is the subject of the complaint being mediated; or 2) Have a personal or professional conflict of interest. A mediator is not considered an employee of the district or charter school or other public or private agency solely because he or she serves as a mediator.

If the parties reach agreement through mediation, they may execute a legally binding agreement that sets forth the resolution and states that all discussions that occurred during the course of mediation will remain confidential and may not be used as evidence in any subsequent complaint, due process hearing or civil proceeding. The agreement must be signed by the complainant and a district representative who has authority to bind the district.

Training and Orientation

A fixed component of all district orientation sessions for staff, students and regular volunteers will introduce the elements of this policy. Staff will be provided information on recognizing and preventing sexual harassment. Staff will be fully informed of the formal and informal complaint processes and their roles and responsibilities under the policy and procedure.

Certificated staff will be reminded of their legal responsibility to report suspected child abuse, and how that responsibility may be implicated by some allegations of sexual harassment. Regular volunteers will get the portions of this component of orientation relevant to their rights and responsibilities.

Students will be provided with age-appropriate information on the recognition and prevention of sexual harassment and their rights and responsibilities under this and other district policies and rules at student orientation sessions and on other appropriate occasions, which may include parents.

As part of the information on the recognition and prevention of sexual harassment staff, volunteers, students and parents will be informed that sexual harassment may include, but is not limited to:

1. Demands for sexual favors in exchange for preferential treatment or something of value;
2. Stating or implying that a person will lose something if he or she does not submit to a sexual request;
3. Penalizing a person for refusing to submit to a sexual advance, or providing a benefit to someone who does;
4. Making unwelcome, offensive or inappropriate sexually suggestive remarks comments, gestures, or jokes; or remarks of a sexual nature about a person's appearance, gender or conduct;
5. Using derogatory sexual terms for a person;
6. Standing too close, inappropriately touching, cornering or stalking a person; or
7. Displaying offensive or inappropriate sexual illustrations on school property.

Policy and Procedure Review

Annually, the superintendent or designee will 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 procedure. The compliance officer will be included in the committee. Based on the review of the committee, the superintendent will prepare a report to the board including, if necessary, any recommended policy changes. The superintendent will consider adopting changes to this procedure if recommended by the committee.

SEXUAL HARASSMENT OF DISTRICT STAFF PROHIBITED

This district is committed to a positive and productive education and working environment free from discrimination, including sexual harassment. This commitment extends to all employees and other persons involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation, or at a class training held elsewhere.

Definitions

For purposes of this policy, sexual harassment means unwelcome conduct or communication of a sexual nature. Sexual harassment can occur student to adult, adult to adult or can be carried out by a group of students or adults and will be investigated by the district even if the alleged harasser is not a part of the school staff or student body. The district prohibits sexual harassment of district employees by other students, employees or third parties involved in school district activities.

The term “sexual harassment” is defined by the regulations implementing the federal law Title IX of the Education Amendments Act of 1972 at 34 C.F.R. § 106.30.

Under federal and state law, the term “sexual harassment” may includes:

1. Acts of sexual violence;
2. Unwelcome sexual or gender-directed conduct or communications that interferes with an individual's employment performance or creates an intimidation, hostile, or offensive environment;
3. Unwelcome sexual advances;
4. Unwelcome requests for sexual favors;
5. Sexual demands when submission is a stated or implied obtaining work opportunity or other benefit;
6. Sexual demands where submission or rejection is a factor in a work or other school-related decision affecting an individual.

A “hostile environment” for an employee is created where the unwanted conduct is sufficiently severe or pervasive to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Investigation and Response

If the district knows, or reasonably should know, that sexual harassment has created a hostile environment, the district will promptly investigate to determine what occurred and will take appropriate steps to resolve the situation. If an investigation reveals that sexual harassment has created a hostile environment, the district will take prompt and effective steps reasonably calculated to end sexual harassment, eliminate the hostile environment, prevent its occurrence

and, as appropriate, remedy its effects. The district will take prompt, equitable and remedial action within its authority every time a report, complaints and grievance alleging sexual harassment comes to the attention of the district, either formally or informally.

Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Regardless of whether the misconduct is reported to law enforcement, school staff will promptly investigate to determine what occurred and take appropriate steps to resolve the situation to the extent that such investigation does not interfere with an on-going criminal investigation. A criminal investigation does not relieve the district of its independent obligation to investigate and resolve sexual harassment.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending staff or third parties involved in school district activities. Anyone else who engages in sexual harassment on school property or at school activities will have their 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 result in appropriate discipline. The district will take appropriate actions to protect involved persons from retaliation.

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

Staff Responsibilities

The superintendent will develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt timelines and delineate staff responsibilities under this policy.

Any school employee who witnesses sexual harassment or receives report, informal complaint, or written complaint about sexual harassment is responsible for informing the district's Title IX or Civil Rights Compliance Coordinator. All staff are also responsible for directing complainants to the formal complaint process.

Reports of sex discrimination and sexual discriminatory harassment will be referred to the district's Title IX/~~Civil Rights Compliance~~ Coordinator. Reports of discrimination based on sexual orientation, gender expression, gender identity, race, creed, color, national origin, religion, honorably discharged veteran or military status, or age, or complaints alleging violations of the Boy Scouts of America Act will be referred to the district's Civil Rights Compliance Coordinator.

Reports of disability discrimination or harassment will be referred to the district's Section 504 Coordinator.

Notice and Training

The superintendent will develop procedures to provide information and education to district staff, parents and volunteers regarding this policy and the recognition and prevention of sexual harassment. At a minimum sexual harassment recognition and prevention and the elements of this policy will be included in staff, and regular volunteer orientation. This policy and the procedures, which include the complaint process, will be posted in each district building in a place available to staff, parents, volunteers and visitors. Information about the policy and procedure will be clearly stated and conspicuously posted throughout each school building, provided to each employee and reproduced in each staff, volunteer and parent handbook. Such notices will identify the District's Title IX coordinator and provide contact information, including the coordinator's email address.

Policy Review

The superintendent will make an annual report to the board reviewing the use and efficacy of this policy and related procedures. Recommendations for changes to this policy, if applicable, will be included in the report. The superintendent is encouraged to involve staff, volunteers and parents in the review process.

Cross References:	Policy <u>3205</u>	<u>Sexual Harassment of Students Prohibited</u>
	3207	Prohibition of Harassment, Intimidation and Bullying
	3210	Nondiscrimination
	3211	Transgender Students Gender Inclusive Schools
	3240	Student Conduct Expectations and Reasonable Sanctions
Legal References:	3421	Child Abuse, Neglect, and Exploitation Prevention
	5010	Nondiscrimination and Affirmative Action
	RCW 28A.640.020	Regulations, guidelines to eliminate discrimination—Scope—Sexual harassment policies
	WAC 392-190-058	Sexual harassment
	20 U.S.C. 1684-188	
	<u>34 C.F.R. § 106</u>	

Adoption Date: 06/05/95

Revised: 05/02/00; 02/15/05; 03/31/15; 12/20/16; _____

Sexual Harassment of Staff Prohibited

The procedure is intended to set forth the requirements of Policy 5011, including the process for a prompt, thorough, and equitable investigation of allegations of sexual harassment and the need to take appropriate steps to resolve such situations. If sexual harassment is found to have created a hostile environment, staff must take immediate action to eliminate the harassment, prevent its reoccurrence, and address its effects.

This procedure applies to sexual harassment (including sexual violence) targeted at district employees carried out by ~~other~~ students, other employees, or third parties involved in school district activities. The district has jurisdiction over these complaints pursuant to Title IX of the Education Amendments of 1972, Chapter 28A.640, RCW and Chapter 392-190 WAC.

1. Notice of Sexual Harassment Policy

A. Posting of Notices

Information about the district's sexual harassment policy will be easily understandable and conspicuously posted throughout each school building, provided to each employee and reproduced in each staff, volunteer and parent handbook. In addition to the posting and reproduction of this procedure and Policy 5011, the district will provide annual notice to employees that complaints pursuant to this procedure may be filed at the Administration Office, 216 North G St., Aberdeen, WA 98520.

B. Responding to Notice of Sexual Harassment

Once the district is on notice of possible sexual harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. Additionally, staff will also inform an appropriate supervisor or professional staff member when they receive complaints of sexual harassment, especially when the complaint is beyond their training to resolve or alleges serious misconduct.

In the event of an alleged sexual assault, the school principal will immediately inform the Title IX Coordinator so that the district can appropriately respond to the incident consistent with its own grievance procedures. The principal will notify the targeted district staff person of their right to file a criminal complaint and a sexual harassment complaint simultaneously.

2. Supportive Measures

Supportive measures must be offered to the complainant before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures may also be provided to the respondent.

Supportive measures are non-disciplinary, non-punitive individualized services offered as

appropriate, as reasonably available, and without fee or charge to the complainant or respondent. Supportive measures should be designed to restore or preserve access to the district's education program or activity without unreasonably burdening the other party.

Supportive measures may include:

- An opportunity for the complainant to explain to the alleged harasser that his or her conduct is unwelcome, offensive or inappropriate, either in writing or face-to-face;
- A statement from a staff member to the alleged harasser that the alleged conduct is not appropriate and could lead to discipline if proven or repeated;
- A general public statement from an administrator in a building reviewing the district sexual harassment policy without identifying the complainant;
- Developing a safety plan;
- Modifications of work or class schedules;
- Mutual restrictions on contact between the parties;
- Increased security and monitoring of certain areas of the campus or school building, or
- Providing staff and/or student training.

The district will inform the complainant how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and respond promptly and appropriately to address any new or continuing problems appropriately. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

A complainant may file a formal complaint at any time while receiving supportive measures. A complainant, their parent or guardian, or the Title IX Coordinator may file a formal complaint because, for example, they feel the complaint needs to be more thoroughly investigated or discipline may be warranted for an individual alleged to have engaged in sexually harassing conduct.

Staff Responsibilities

~~In the event of an alleged sexual assault, the school principal will immediately inform: 1) the Title IX/Civil Rights Compliance Coordinator so that the district can appropriately respond to the incident consistent with its own grievance procedures; and 2) law enforcement. The principal will notify the targeted district staff person of their right to file a criminal complaint and a sexual harassment complaint simultaneously.~~

3. Confidentiality

The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures.

If a complainant requests that his or her name not be revealed to the alleged perpetrator or asks that the district not investigate or seek action against the alleged perpetrator, the request will be forwarded to the Human Resources Director for evaluation. The director should inform the complainant that honoring the request may limit its ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator.

If the complainant still requests that ~~his or her~~ their name not be disclosed to the alleged perpetrator or asks that the district not investigate or seek action against the alleged perpetrator, the request will be forwarded to the Superintendents' Office for evaluation. The Human Resources director should inform the complainant that the district will need to determine whether it can honor such a request while still providing a safe and nondiscriminatory environment for all students, staff and other third parties engaging in district activities, including the person who reported the sexual harassment.

If the complainant's request that their name not be disclosed to the alleged perpetrator or that the district not investigate or seek action against the alleged perpetrator can be honored, the Human Resources director should notify the complainant that honoring the request. Although a complainant's request to have his or her name withheld may limit the district's ability to respond fully to an individual allegation of sexual harassment, including pursuing disciplinary action against the alleged perpetrator. However, the district will use other appropriate means available to address the sexual harassment.

4. Retaliation

Title IX prohibits retaliation against any individual who files a complaint under these laws or participates in a complaint investigation. When an informal or formal complaint of sexual harassment is made, the district will take steps to stop further harassment and prevent any retaliation against the person who made the complaint, was the subject of the harassment, or against those who provided information as a witness. The district will investigate all allegations of retaliation and take actions against those found to have retaliated.

5. Formal Title IX Sexual Harassment Complaint Process

In response to formal complaints of sexual harassment, the district will take prompt and appropriate action to investigate and take prompt and effective steps reasonably calculated to end harassment, eliminate the hostile environment, prevent its recurrence, and, as appropriate, remedy its effects.

Anyone may initiate a formal complaint of sexual harassment.

A. Filing of Complaint

All formal complaints will be in writing and will set forth the specific acts, conditions or circumstances alleged to have occurred and to constitute sexual harassment. The Title IX Coordinator may draft the complaint based on the report of the complainant for the complainant to review and approve. The Title IX Coordinator may also conclude that the district needs to conduct an investigation based on information in his or her possession,

regardless of the complainant's interest in filing a formal complaint.

Complaints must be filed within one year from the date of the occurrence that is the subject matter of the complaint. However, a complaint filing deadline may not be imposed if the complainant was prevented from filing due to: 1) Specific misrepresentations by the district that it had resolved the problem forming the basis of the complaint; or 2) Withholding of information that the district was required to provide under WAC 392-190-065 or WAC 392-190-005.

Complaints may be submitted by mail, fax, email, or hand-delivery to the district Title IX Coordinator. Any district employee who receives a complaint that meets these criteria will promptly notify the Coordinator.

B. Discipline and Emergency Removals for Alleged Sexual Harassment under Title IX

A respondent who is accused of sexual harassment under Title IX and this process is presumed not responsible for the alleged conduct until after a determination regarding responsibility is made at the conclusion of the grievance/investigation process.

Until a determination of responsibility for sexual harassment is made, the district may not impose any disciplinary sanctions or other punitive actions against the respondent. (Supportive measures are not disciplinary sanctions and must be non-punitive.)

In rare instances, a district may remove a student from school on an emergency basis consistent with Policy and Procedure 3241 – Student Discipline and the associated student discipline regulations for emergency expulsion.

Additionally, a non-student employee respondent may be placed on administrative leave during the pendency of a grievance process.

C. Formal Complaints by Staff will be Processed under the Procedures of 3205P

The district will consider a formal complaint concerning the sexual harassment of an employee under the process, definitions, and standards outlined for formal complaints in Procedure 3205P or relevant district policy. If the formal complaint proceeds with an investigation under that procedure, the parties will have the appeal rights designated in that procedure.

If a formal complaint was filed, employees will also be permitted to use the Title IX Informal Resolution Process under that procedure.

If the Title IX Coordinator must dismiss a complaint under that procedure, the Title IX Coordinator will provide the complainant with written notice that the complaint has been dismissed. The notice should also inform the complainant whether the complaint has been:

- Referred for consideration under the district's policy prohibiting discrimination against staff, including sex-based discrimination Policy 5010, and its procedures for

investigating a complaint under that policy.

- Referred for other action or consideration under another District policy and procedure.
- Dismissed with no further action anticipated because the information provided does not suggest a potential violation of District policy or state or federal law.

The complainant must be provided notice of the right to appeal any dismissal decision(s) to the superintendent or designee. Additionally, dismissal of a prior complaint shall not be a basis for refusing to consider any new formal complaints filed by the same complainant or their legal representative.

6. Other Complaint Options

Office for Civil Rights (OCR), U.S. Department of Education

OCR enforces several federal civil rights laws, which prohibit discrimination in public schools on the basis of race, color, national origin, sex, disability, and age. File complaints with OCR within 180 calendar days of the date of the alleged discrimination.

206-607-1600 | TDD: 1-800-877-8339 | OCR.Seattle@ed.gov | www.ed.gov/ocr

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WSHRC enforces the Washington Law Against Discrimination (RCW 49.60), which prohibits discrimination in employment and in places of public accommodation, including schools. File complaints with WSHRC within six months of the date of the alleged discrimination.

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7. Investigation Recordkeeping

The district will maintain, for a period of X years, records of all sexual harassment investigations.

The district will maintain, for a period of seven years, records of each Title IX sexual harassment investigation, including any determination regarding responsibility and any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant; and any appeal from the result of a determination regarding responsibility.

The district will maintain, for a period of seven years, records of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment under Title IX.

Informal Complaint Process

~~Anyone may use informal procedures to report and resolve complaints of sexual harassment. Informal reports may be made to any staff member. Staff will always notify complainants of~~

their right to file a formal complaint and the process for the same. Staff will also direct potential complainants to Jim Sawin, Human Resource Director, at 360-538-2222. Additionally, staff will also inform an appropriate supervisor or professional staff member when they receive complaints of sexual harassment, especially when the complaint is beyond their training to resolve or alleges serious misconduct.

During the course of the informal complaint process, the district will take prompt and effective steps reasonably calculated to end any harassment and to correct any discriminatory effects on the complainant. If an investigation is needed to determine what occurred, the district will take interim measures to protect the complainant before the final outcome of the district's investigation (e.g., allowing the complainant to change academic or extracurricular activities or break times to avoid contact with the alleged perpetrator).

Informal remedies may include:

1. An opportunity for the complainant to explain to the alleged harasser that his or her conduct is unwelcome, offensive or inappropriate, either in writing or face to face;
2. A statement from a staff member to the alleged harasser that the alleged conduct is not appropriate and could lead to discipline if proven or repeated;
3. A general public statement from an administrator in a building reviewing the district sexual harassment policy without identifying the complainant;
4. Developing a safety plan;
5. Separating staff person; or
6. Providing staff and/or student training.

Informal complaints may become formal complaints at the request of the complainant, parent **or** guardian, or because the district believes the complaint needs to be more thoroughly investigated. The district will inform the complainant how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.

Formal Complaint Process

Level One—Complaint to District:

Anyone may initiate a formal complaint of sexual harassment, even if the informal complaint process is being utilized. At any level in the formal complaint process, the district will take interim measures to protect the complainant before the final outcome of the district's investigation. The following process will be followed:

- All formal complaints will be in writing and will set forth the specific acts, conditions or circumstances alleged to have occurred and to constitute sexual harassment. The Title IX Coordinator may draft the complaint based on the report of the complainant to review and approve. The superintendent or Title IX Coordinator may also conclude that the district needs to conduct an investigation based on information in his or her possession, regardless of the complainant's interest in filing a complaint.
- The time period for filing a complaint is one year from the date of the occurrence that is the subject matter of the complaint. However, a complaint filing deadline may not be imposed if the complainant was prevented from filing due to:

1. Specific misrepresentations by the district that it had resolved the problem forming the basis of the complaint; or
 2. Withholding of information that the district was required to provide under WAC 392-190-065 or WAC 392-190-005.
- ~~Complaints may be submitted by mail, fax, e-mail or hand-delivery to the Title IX Coordinator:~~
Jim Sawin, Human Resource Director
216 North G Street
Aberdeen, WA 98520
Phone: (360) 538-2222
E-Mail: jsawin@asd5.org.

~~Any district employee who receives a complaint that meets these criteria will promptly notify the coordinator.~~

Investigation and Response

- ~~The Title IX Coordinator will receive and investigate all formal, written complaints of sexual harassment or information in the coordinator's possession that they believe requires further investigation. The Coordinator will delegate his or her authority to participate in this process if such action is necessary to avoid any potential conflicts of interest. Upon receipt of a complaint, the Coordinator will provide the complainant a copy of this procedure.~~
- ~~Investigations will be carried out in a manner that is adequate in scope, reliable and impartial. During the investigation process, the complainant and accused party or parties, if the complainant has identified an accused harasser(s), will have an equal opportunity to present witnesses and relevant evidence. Complainants and witnesses may have a trusted adult with them during any district-initiated investigatory activities. The school district and complainant may also agree to resolve the complaint in lieu of an investigation.~~
- ~~When the investigation is completed the coordinator will compile a full written report of the complaint and the results of the investigation.~~

Superintendent Response

- ~~The superintendent will respond in writing to the complainant and the alleged perpetrator within thirty (30) calendar days of receipt of the complaint, unless otherwise agreed to by the complainant or if exceptional circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the district will notify the complainant in writing of the reason for the extension and the anticipated response date. At the time the district responds to the complainant, the district must send a copy of the response to the office of the superintendent of public instruction.~~
- ~~The response of the superintendent or designee will include:~~
 - 1) a summary of the results of the investigation;
 - 2) a statement as to whether a preponderance of the evidence establishes that the complainant was sexually harassed;
 - 3) if sexual harassment is found to have occurred, the corrective measures the district deems necessary, including assurance that the district will take steps to prevent recurrence and remedy its effects on the complainant and others, if appropriate;
 - 4) notice of the complainant's right to appeal to the school board and the necessary filing information; and

~~5) any corrective measures the district will take, remedies for the complainant (e.g., sources of counseling, advocacy and other support) and notice of potential sanctions for the perpetrator(s) (e.g., discipline).~~

- ~~• The superintendent's or designee's response will be provided in a language the complainant can understand and may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964. If the complaint alleges discriminatory harassment by a named party or parties, the coordinator will provide the accused party or parties with notice of the outcome of the investigation and notice of their right to appeal any discipline or corrective action imposed by the district.~~
- ~~• Any corrective measures deemed necessary will be instituted as quickly as possible, but in no event more than thirty (30) days after the superintendent's mailing of a written response, unless the accused is appealing the imposition of discipline and the district is barred by due process considerations or a lawful order from imposing the discipline until the appeal process is concluded. Staff may also pursue complaints through the appropriate collective bargaining agreement process or anti-discrimination policy.~~
- ~~• The district will inform the complainant how to report any subsequent problems. Additionally, the district will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems. Follow-up inquiries will follow a timeline agreed to by the district and complainant.~~

Level Two Appeal to Board of Directors:

Notice of Appeal and Hearing

- ~~• If a complainant disagrees with the superintendent's or designee's written decision, the complainant may appeal the decision to the district board of directors by filing a written notice of appeal with the secretary of the board within ten (10) calendar days following the date upon which the complainant received the response.~~
- ~~• The board will schedule a hearing to commence by the twentieth (20th) calendar day following the filing of the written notice of appeal, unless otherwise agreed to by the complainant and the superintendent or for good cause.~~
- ~~• Both parties will be allowed to present such witnesses and testimony as the board deems relevant and material.~~

Decision

- ~~• Unless otherwise agreed to by the complainant, the board will render a written decision within thirty (30) calendar days following the filing of the notice of appeal and provide the complainant with a copy of the decision.~~
- ~~• The decision will be provided in a language that the complainant can understand which may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act.~~
- ~~• The decision will include notice of the complainant's right to appeal to the Superintendent of Public Instruction and will identify where and to whom the appeal~~

must be filed. The district will send a copy of the appeal decision to the office of the superintendent of public instruction.

Level Three—Complaint to the Superintendent of Public Instruction:

Filing of Complaint

- If a complainant disagrees with the decision of the board of directors, or if the district fails to comply with this procedure, the complainant may file a complaint with the superintendent of public instruction.
- A complaint must be received by the Superintendent of Public Instruction on or before the twentieth (20) calendar day following the date upon which the complainant received written notice of the board of directors' decision, unless the Superintendent of Public Instruction grants an extension for good cause. Complaints may be submitted by mail, fax, electronic mail, or hand delivery.
- A complaint must be in writing and include:
 - 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-sexual harassment laws;
 - 2) The name and contact information, including address, of the complainant;
 - 3) The name and address of the district subject to the complaint;
 - 4) A copy of the district's complaint and appeal decision, if any; and
 - 5) A proposed resolution of the complaint or relief requested.
- If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

Investigation, Determination and Corrective Action

- Upon receipt of a complaint, the Office of the Superintendent of Public Instruction may initiate an investigation, which may include conducting an independent on-site review. OSPI may also investigate additional issues related to the complaint that were not included in the initial complaint or appeal to the superintendent or board.
- Following the investigation, OSPI will make an independent determination as to whether the district has failed to comply with RCW 28A.642.010 or Chapter 392-190, WAC and will issue a written decision to the complainant and the district that addresses each allegation in the complaint and any other noncompliance issues it has identified. The written decision will include corrective actions deemed necessary to correct noncompliance and documentation the district must provide to demonstrate that corrective action has been completed.
- All corrective actions must be completed within the timelines established by OSPI in the written decision unless OSPI grants an extension. If timely compliance is not achieved, OSPI may take action including but not limited to referring the district to appropriate state or federal agencies empowered to order compliance.

A complaint may be resolved at any time when, before the completion of the investigation, the district voluntarily agrees to resolve the complaint. OSPI may provide technical assistance and dispute resolution methods to resolve a complaint.

Level Four—Administrative Hearing:

A complainant or school district that desires to appeal the written decision of the Office of the Superintendent of Public Instruction may file a written notice of appeal with OSPI within thirty (30) calendar days following the date of receipt of that office's written decision. OSPI will

conduct a formal administrative hearing in conformance with the Administrative Procedures Act, Chapter 34.05, RCW.

Other Complaint Options

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Mediation must be conducted by a qualified and impartial mediator who may not:

1. Be an employee of any school district, public charter school, or other public or private agency that is providing education related services to a student who is the subject of the complaint being mediated; or
2. Have a personal or professional conflict of interest. A mediator is not considered an employee of the district or charter school or other public or private agency solely because he or she serves as a mediator.

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A fixed component of all district orientation sessions for staff, students and regular volunteers will introduce the elements of this policy. Staff will be provided information on recognizing and preventing sexual harassment. Staff will be fully informed of the formal and informal complaint processes and their roles and responsibilities under the policy and procedure.

Certificated staff will be reminded of their legal responsibility to report suspected child abuse, and how that responsibility may be implicated by some allegations of sexual

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As part of the information on the recognition and prevention of sexual harassment staff, volunteers, students and parents will be informed that sexual harassment may include, but is not limited to:

- Demands for sexual favors in exchange for preferential treatment or something of value;
- Stating or implying that a person will lose something if he or she does not submit to a sexual request;
- Penalizing a person for refusing to submit to a sexual advance, or providing a benefit to someone who does;
- Making unwelcome, offensive or inappropriate sexually suggestive remarks comments, gestures, or jokes; or remarks of a sexual nature about a person's appearance, gender or conduct;
- Using derogatory sexual terms for a person;
- Standing too close, inappropriately touching, cornering or stalking a person; or
- Displaying offensive or inappropriate sexual illustrations on school property.

8. Policy and Procedure Review

Annually the superintendent or designee will 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 procedure. The Title IX/~~Civil Rights~~ Compliance Coordinator will be included in the committee. Based on the review of the committee, the superintendent will prepare a report to the board including, if necessary, any recommended policy changes. The superintendent will consider adopting changes to this procedure if recommended by the committee.

AGREEMENT BETWEEN PACIFIC LUTHERAN UNIVERSITY
AND
Aberdeen School District

Pacific Lutheran University requires students in its Education Program to complete a series of field placements in K-12 schools. Pacific Lutheran University ("University") and Aberdeen School District ("District") enter into this agreement to provide for the placement and supervision of University students ("candidates") in schools within the District.

1. Definitions

Administrative Candidates: A student who is placed in a school's administrative office or the District's central office.

Administrative Mentor: A School's Principal or the District's central office administrator employed by the District, with whom an administrative candidate is placed.

Candidate: A student in the University's Education Program who is placed in a school pursuant to this agreement. "Candidate" includes administrative, practicum, and student teaching candidates.

Cooperating Teacher: A classroom teacher, employed by the District, with whom a practicum or student teaching candidate is placed. Qualification requirements in Appendix A.

Education Program: The Education Program of Pacific Lutheran University.

Field (University) Supervisor: A University employee who supervises, consults with, and evaluates candidates. Qualification requirements in Appendix A.

Mentor Teacher: A teacher employed by the District, with whom a student teaching candidate is placed. Qualification requirements in Appendix A.

Partner School: A school in the District that agrees to accept one or more candidates.

Placement Coordinator: A University employee who coordinates and monitors all placements of student teaching candidates.

Practicum Candidate: A student in the University's Education Program who is placed in a school for pre-student teaching field work.

Practicum Coordinator: A University employee who coordinates and monitors all placements of practicum candidates.

Student Teaching Candidate: A student in the University's Education Program who is placed in a school for student teaching experience.

2. General Provisions

a. The University and District agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the University may develop letter agreements with District to formalize operational details of the directed fieldwork program. These details will include, but are not limited to, the following:

- Beginning dates and length of experience (Appendix B contains a summary of the anticipated length and nature of field experience);
- Number and kind of candidates eligible to participate in the training;
- Specific days, hours, and locations for the training;
- Specific allocation of responsibilities for the cooperating teacher or mentor. Revised
- Deadlines and format for candidate progress reports and evaluation forms.
- The University will pay a stipend to each Cooperating/Mentor Teacher, as applicable, for Candidates who are placed with that person. The stipend for a teacher will be \$400 for each full time assignment. The District expressly acknowledges that the Cooperating/Mentor Teachers remain employees of the District, not of the University. If a candidate withdraws or is moved

within the first ten school days following the assigned reporting date, the University shall not pay a stipend.

b. Any such letter agreements will be considered attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

c. The University and District will jointly plan the training program and jointly evaluate candidates. Exchange of information will be maintained by on-site visits when practical and by letter, telephone, or email in other instances.

d. The University and District will instruct their respective faculty, staff, and candidates participating in the training to maintain confidentiality of candidate and District information as required by law and by the policies and procedures of the University and the District.

e. The University and District agree to comply with applicable federal and state laws and regulations prohibiting discrimination in the performance of their obligations under this Agreement.

3. Responsibilities of Pacific Lutheran University

a. The University will assign to a partner school only candidates who, in the opinion of the University, have the required academic background and basic skills to be trained in the District. Candidates will not be placed in settings that present conflict of interest or in which personal relationships or previous experiences exist that could interfere with objective evaluation of candidates.

b. The University agrees to designate partner schools, cooperating teachers, and mentors, in coordination with the District and the principal of the partner school.

c. The University, through the director of the Education Program, shall outline the University's educational goals and objectives to be attained within the District.

d. The University agrees to provide to the District and the partner school an "Internship Application" and "Personal Statement" for each candidate placed in the partner school. This information will include appropriate information about each candidate's academic profile, professional interests and background, and emergency data.

e. The University agrees to provide to each Cooperating Teacher and Hosting Principal a copy of the Education Program's "Internship Handbook."

f. The University agrees to schedule regular meetings by the field supervisors with the candidates and the Cooperating Teachers or Mentor Teachers.

g. The University will indemnify, defend, and hold the District and its officers, employees, and agents harmless from any liability, claim, or damage (including, without limitation, reasonable attorneys' fees and litigation costs) arising from or alleged to arise from: (i) the negligent acts or omissions of University's regents, trustees, employees, officers, or candidates, and/or (ii) a breach of this Agreement by University including, without limitation, the failure to properly assign candidates as provided in this Agreement.

h. The University may terminate this Agreement upon thirty days written notice if the District has not, in the reasonable judgment of the University, provided adequate supervision or training

opportunities, or has breached any provision of the Agreement.

i. Pursuant to WAC 181-78A-125 and RCW 28A.410.010, the University will place only those candidates who have completed a Washington State Patrol criminal identification check, have completed a Federal Bureau of Investigation fingerprint check, and have received clearance by the Office of the Superintendent of Public Instruction at a partner school.

j. The University shall maintain at its own expense general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Proof of such coverage shall be provided to the District before execution of this Agreement. The University may, where permitted by law, satisfy its insurance obligations with an equivalent program of self-insurance.

4. Responsibilities of the District

a. The District shall appoint one or more persons to act as liaisons with the University with regard to all activities undertaken in performance of this Agreement, specifically assuming administrative, educational, supervisory, and evaluation responsibility for rotating candidates. The Practicum Coordinator shall be the University's liaison. Each party shall provide the other with the names, addresses, and telephone numbers of their respective liaisons.

b. The District shall make its facilities available to be used for educational purposes and shall supervise candidates, provide guidance, and help the candidates acquire and demonstrate initial skills as professional educators, administrators, or principals. The District shall provide a safe environment in compliance with all federal and state guidelines and laws; and inform the University and candidate of hazardous conditions and unusual circumstances that may create unsafe conditions.

c. The District agrees to help the University identify potential partner schools as well as help the University identify potential educational leaders who may wish to become building principals or central office administrators.

d. The District shall provide the candidates access to available information or sources of information that will further their education while they are assigned to the District.

e. Through the cooperating teachers or building or district mentors, the District agrees to assess and evaluate the candidates, including written formative and summative narratives. The University shall specify the frequency of these reports, and may change the frequency from time to time.

f. The District shall also have the right to immediately limit or withdraw the use of its facilities by an individual candidate whenever in the opinion of the District use of the facility by that particular candidate endangers the operations of the District. If use of the facility by an individual candidate is limited or withdrawn in whole or in part because the District believes that its operations have been endangered, the District agrees to immediately notify the University and to use reasonable efforts to reach agreement with the University on terms under which District would permit use of its facilities by that candidate under this Agreement to resume, if determined appropriate by the District. Notwithstanding any other provision of this Agreement, the District reserves the right to terminate the use of its facilities by a particular candidate where necessary in District's reasonable opinion to maintain its operations free of disruption.

g. The District will indemnify, defend, and hold harmless the University and its regents, employees, officers, and candidates from any liability, claim, or damage (including without limitation reasonable attorney's fees and litigation costs) arising from or alleged to arise from the negligent

acts or omissions of District's trustees, officers, employees, and agents in their performance of their responsibilities under this Agreement.

h. The District may terminate this Agreement without cause upon thirty days written notice.

i. The District shall maintain at its own expense general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Proof of such coverage shall be provided to University before execution of this Agreement. The District may, where permitted by law, satisfy its insurance obligations with an equivalent program of self-insurance.

5. Relationship of the University and the District

It is expressly agreed that this Agreement is not intended to create the relationship of agent, servant, employee, partnership, joint venture or association between the University and the District but is rather an Agreement by and between independent organizations.

6. Workers' Compensation

This agreement shall not create an employer-employee relationship between the University candidates and the District. Unless the District and a candidate have entered into a separate employer-employee relationship, the District does not assume and shall not assume any liability under any law relating to workers' compensation on account of any injury or illness suffered by any candidate performing, receiving training, or traveling pursuant to this Agreement.

7. Term of the Agreement

This Agreement shall commence on April 1st, 2025, and shall continue until August 1st, 2025, unless the University or District sooner terminates the agreement pursuant to paragraph 3.h and 4.h above. This Agreement may be modified by mutual consent of the parties in writing.

8. Governing Law

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

9. Notices.

All notices, demands, requests, or other communications required to be given or sent by School or District will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

To University:

Pacific Lutheran University
Attention: Department of Education
12180 Park Ave. S
Tacoma, WA 98447

To District:

Aberdeen School District
216 N. G Street
Aberdeen, WA 98520

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

10. Survival

The University and District expressly agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement.

11. Severability

If any provision of this Agreement is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining provisions of the Agreement.

12. Waiver

Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

PACIFIC LUTHERAN UNIVERSITY

Cameron Bennett, Ph.D. *Date*
Dean, College of Professional Studies

Jan Weiss, PhD *Date*
Associate Dean, School of Education

Aberdeen School District

Elyssa Louderback, Executive Director of Business and Operations

216 N. G St.
Street Address

Aberdeen, WA 98520
City, State, Zip Code

Appendix A

University Supervisors

University supervisors meet the following criteria for appointment to the Department of Education

1. Exceed minimum criteria for a Washington State Continuing Teaching Certificate.
2. Have at least three years of teaching or administrative experience in the settings where they will supervise.
3. Hold a master's degree.

Cooperating Teachers

Criteria for selection of cooperating teachers in practica include:

- Holds a valid residency teacher certificate
- Has had two years of successful teaching experience
- Is willing to accept a practicum student in the classroom
- Is recommended by the school principal or school district administrator
- Is willing to accept the roles specified in the field experience manual.

Criteria for selection of cooperating teachers in student teaching and internship include:

- Holds a Continuing or Professional Certificate
- Has at least three years of successful teaching experience
- Is recommended by the principal or school district
- Meets school district criteria for cooperating teachers
- Is willing to accept a student teacher
- Shows an aptitude for working with beginners who are learning to teach
- Is willing to accept the responsibilities outlined for cooperating teachers

Mentor Teacher (Alternative Routes Program)

Criteria for selection of mentor teachers in student teaching and internship include:

- Holds a Continuing or Professional Certificate
- Has at least three years of successful teaching experience
- Is recommended by the principal or school district
- Meets school district criteria for mentor teachers
- Is willing to accept an intern
- Shows an aptitude for working with beginners who are learning to teach
- Is willing to accept the responsibilities outlined for cooperating teachers
- Has completed mentor training

Appendix B

Program	Field Experiences (observation and/or practicum)	Clinical Practice (student teaching or internship)	Total number of hours/weeks
Undergraduate	Term I & Term II (year long school placement)		Term I – 45 Term II – 60
	Term III (year long school placement in association with Term IV)	Term IV Student teaching	Term III – 60 Term IV – Entire semester full time, including full-time teaching for a minimum of 8 weeks
MA with Certification	Fall practicum (year long placement)	Internship	Fall and J-Term being every day from the beginning of school to lunch Student teaching is entire PLU spring semester with a minimum of 8 weeks full-time
Alternative Routes	Summer practicum (primarily observation)	Internship	Full time beginning in August/ September and lasting a minimum of one K-12 academic semester (September to end of January). Open exit program and, therefore, internship is typically extended until candidate demonstrates competency.



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Aberdeen School District 5
216 N G St
Aberdeen WA 98520
United States

Date	4/3/2025
Quote No.	Q-112670
Acct. No.	12204930
Total	201,500.00
Pricing Expires	08/04/2025

Payment Term	Contract Start	Contract End
Net 30	10/1/2025	9/30/2026

Site	Description	End Date	Qty	Per Unit
Aberdeen School District 5	IS 12-Month Single Course Seat Reusable Enrollment	09/30/2026	400	500.00
	IS PD Webinar	09/30/2026	2	750.00

Subtotal	201,500.00
Tax Total	0.00
Total	201,500.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Aberdeen School District 5

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Anya Dalkin
Account Executive -
anya.dalkin@imaginelearning.com
imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Aberdeen School District 5
216 N G St
Aberdeen WA 98520
United States

Date	3/31/2025
Quote No.	Q-112674
Acct. No.	12204930
Total	.00
Pricing Expires	08/04/2025

Payment Term	Contract Start	Contract End
Net 30	9/1/2025	8/31/2026

Site	Description	End Date	Qty	Per Unit
Aberdeen School District 5				
	IS FT Student Elem Core per Semester - 14 day drop/add grace period	08/31/2026	1	1,000.00
	IS Elementary Course All Workbooks	08/31/2026	1	100.00

Subtotal	0.00
Tax Total	0.00
Total	0.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Aberdeen School District 5

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Anya Dalkin
Account Executive -
anya.dalkin@imaginelearning.com
imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

**2025-2026 CONTRACT FOR SERVICES
BETWEEN
ABERDEEN SCHOOL DISTRICT #5**

(hereinafter referred to as ASD #5)

216 North "G" Street
Aberdeen, WA 98520

AND

BICKAR FIRST-AID TRAINING (DENNY BICKAR)

In consideration of the promises and conditions contained herein, ASD #5 and Bickar First-Aid Training (Denny Bickar), hereafter referred to as the Contractor, do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

The Contractor shall perform the following duties to the satisfactions of ASD #5's designee:

- A. The general objectives of this contract shall be as follows:
 - Provide Basic CPR and First Aid training, including infant and child CPR techniques, for employees of ASD #5;
 - Issue CPR/First Aid cards to participants who meet the appropriate standards.
- B. In order to accomplish the general objectives of this agreement, the Contractor shall perform the following specific duties:
 - Collaborate with the Teaching & Learning department on scheduling of the training and arranging a preferred location;
 - Provide the necessary materials to conduct the training.

II. DUTIES OF ASD #5

In consideration of the Contractor's satisfactory performance of the duties set forth herein, ASD #5 shall partner with the Contractor as follows:

- A. Except for expressly provided herein, expenses necessary to the Contractor's satisfactory performance of this agreement shall be invoiced to the Aberdeen School District #5 no later than 30 days following the completion of each training session; the total amount billed for the duration of this contract to fulfill said obligations shall not exceed \$50 per employee who participates in the training; minimum cost for each training shall be \$500 (based upon a minimum of 10 participants).

III. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

IV. INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform all duties pursuant to this agreement as an independent contractor. District shall not control or supervise the manner in which this agreement is performed nor withhold or pay taxes on behalf of the Contractor.

V. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless ASD #5, its directors, volunteers, students and employees from and against all expenses, damages, losses, claims, and liabilities, direct, indirect or consequential (including attorney fees incurred on such claims and in proving the right to indemnification), arising out of or resulting from the acts or omissions of the Contractor in the execution of this contract.

Similarly, ASD #5 agrees to defend, indemnify and hold harmless the Contractor from and against all expenses, damages, losses, claims brought by third parties, and liabilities, direct, indirect, or consequential (including attorney fees incurred) arising out of or resulting from the acts or omissions of ASD #5 and/or its employees.

VI. TERMINATION

This Agreement may be terminated by either party, at any time, upon written notification thereof to the other party. The notice shall specify the date of termination. This written Agreement constitutes the mutual agreement of the Contractor and ASD #5 in whole. No alteration or variation of the terms of this Agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

VII. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington.

VIII. NON-DISCRIMINATION

No person shall, on the ground of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

IX. EFFECTIVE DATE-DURATION

This Agreement shall commence on the 15th day of August, 2025. This agreement shall terminate at midnight on the 30th day of April, 2026, with the sole exception of Section V (Indemnification) which shall continue to bind the parties.

X. FEDERAL BACK UP WITHHOLDING INFORMATION

The Contractor certifies to ASD #5 that it is not subject to backup withholding under Section 3406(a)(1)(c) of the Internal Revenue Code. The Contractor agrees to notify ASD #5 in writing if this information is not true.

XI. CERTIFICATION REGARDING DEBARMENT, SUPERVISION, AND ELIGIBILITY

The contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency.

IN WITNESS THEREOF, ASD #5 and the Contractor have executed this Agreement consisting of three pages.

BICKAR FIRST-AID TRAINING

Denny Bickar
Denny Bickar

4/29/25
Date

ABERDEEN SCHOOL DISTRICT #5

Co-Superintendent

Date



DATA SHARING AGREEMENT

BY AND BETWEEN

Flashlight Learning

AND

_____, hereafter referred to as the "School District," agrees to provide confidential student and staff data to Flashlight Learning, Inc. for the purposes of data analysis, reporting, and facilitating student and teacher login to the Flashlight360 application.

The terms of this agreement shall take effect as of _____ and will remain in force for the duration of any and all agreements entered into between Flashlight Learning and the School District, including any renewals or extensions thereof, unless terminated earlier in writing by mutual consent.

Flashlight Learning understands and agrees that all parties are subject to the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and its implementing regulations found in 34 CFR Part 99. The School District appoints Flashlight Learning as a "school official" as that term is used in 34 CFR § 99.7(a)(3)(iii) and § 99.31(a)(1), as interpreted by the Family Policy Compliance Office, and determines that Flashlight Learning has a "legitimate educational interest" for the purpose of carrying out its responsibilities under the agreements. Flashlight Learning acknowledges that any unauthorized disclosure of confidential student information is a violation of FERPA and its implementing regulations and shall not be permitted.

Flashlight Learning further acknowledges that it is bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from the School District in the performance of any agreements: (i) will only be shared with employees, agents, and contractors of Flashlight Learning as necessary to perform the agreements; (ii) will not be disclosed to third parties, except as expressly provided for in 34 CFR § 99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians.



Flashlight Learning's responsibilities under any agreements shall not include the use of personally identifiable information for any purpose other than those specifically outlined in the agreements, and such information will never be used for marketing or advertising purposes. In accordance with FERPA, the parties agree that any consents to disclose information may be made electronically. While in possession of this personally identifiable information, Flashlight Learning agrees to store it in a secure and locked area to prevent unauthorized access.

All student, staff, and program information will be provided in an encrypted, password-protected electronic format by all parties. All student, staff, and program information stored or generated during the term of any agreements is considered the property of the School District.

All personally identifiable information obtained by Flashlight Learning in the performance of the agreements shall be destroyed or returned as soon as commercially practical when the information is no longer needed for the purposes of the agreements, or when the agreements are terminated by the parties. Flashlight Learning may take up to 60 days to delete or return the information. Upon written request, Flashlight Learning shall provide the School District with an affidavit stating that the information has been destroyed.

Representative of School District

Representative of Flashlight Learning

Name: _____

Name: Keith Abbott _____

Title: _____

Title: Director of IT, Security, & Compliance _____

Signature: _____

Signature: _____

Date: _____

Date: _____

4/30/2025

ADMINISTRATION

HIRE: We recommend the Board approve the following administrator hire:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Rachel Wenzel	Aberdeen High School	Assistant Principal	07/01/25

RESIGNATION: We recommend the Board approve the following administrator resignation:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Darby Carroll	Hopkins Preschool	Principal .2 FTE	06/30/25

CERTIFICATED

HIRES: We recommend the Board approve the following certificated hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Sandra Lucas	District	Speech Language Pathologist	08/27/25
Jillian Abbe	Aberdeen High School	ELA Teacher	08/27/25
James Pellervo	Aberdeen High School	CTE Science and Agriculture Teacher	08/27/25

SUMMER SCHOOL HIRES: We recommend the Board approve the following certificated summer school hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Ashley Emmett	Twin Harbors Skills Ctr	CTE Teacher: Photo/Graphics	07/07/25
Travis Wheeler	Twin Harbors Skills Ctr	CTE Teacher: Automotive	06/16/25
Travis Wheeler	Twin Harbors Skills Ctr	CTE Teacher: Welding	07/07/25
Kris Bitar	Harbor Learning Center	Special Education Teacher	06/12/25
Chris Howell	Harbor Learning Center	Math/Science Teacher	06/12/25
Kayla Sturm	Harbor Learning Center	CTE FACSE Teacher	06/12/25
Cordell Trusty	Harbor Learning Center	Social Studies Teacher	06/12/25
Kasi Turner	Harbor Learning Center	Counselor	06/12/25
Robert Sutlovich	Grays Harbor Academy	Mentor Teacher	06/12/25
Brian Allen	Detention	Special Education Teacher	06/12/25

CHANGE OF ASSIGNMENT: We recommend the Board approve the following certificated change of assignments:

<u>Name</u>	<u>Position:</u>	<u>Location To:</u>	<u>Location From:</u>	<u>Effective Date</u>
Ashley Emmett	Teacher	Aberdeen High School	Miller Jr. High	08/27/25

LEAVE OF ABSENCE: We recommend the Board approve the following certificated leave of absence:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Dawn Meyers	Miller Jr. High	Teacher	04/24/25-05/30/25

RESIGNATIONS: We recommend the Board approve the following certificated resignations:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Michele Clark	Central Park Elementary	Teacher	06/11/25
Bailey Lundy	AJ West Elementary	Teacher	06/11/25
Gordon Shaw	District	Teacher	06/11/25

Certificated Substitute Resignation:

Patricia (Patti) Smith, effective July 11, 2025

CLASSIFIED

HIRES: We recommend the Board approve the following classified hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Xander Burgess	Aberdeen High School	Custodian	04/22/25
Caden West	Aberdeen High School	Musical: Pianist	04/30/25

SUMMER SCHOOL HIRES: We recommend the Board approve the following classified summer school hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jacquie Clemens	District	STEM Camp Paraeducator	04/14/25
Cassandra Chesterman	Harbor Learning Center	Paraeducator	06/12/25
Amy Rasler	Harbor Learning Center	Office Coordinator	06/12/25
Emma-Leigh Wimberley	Harbor Learning Center	Family Service Worker	06/12/25

CHANGE OF ASSIGNMENT: We recommend the Board approve the following classified change of assignment:

<u>Name</u>	<u>Location:</u>	<u>Position To:</u>	<u>Position From:</u>	<u>Effective Date</u>
Cathleen Johnson	McDermoth Elementary	Paraeducator	Paraeducator – CYO	04/23/25

LEAVE OF ABSENCE: We recommend the Board approve the following classified leave of absence:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Linda Francisco	Aberdeen High School	Food Service Worker	04/24/25-05/30/25

RETIREMENT: We recommend the Board approve the following classified retirement:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Kimberly Johnsen	Transportation	Bus Driver	08/15/25

TERMINATION: We recommend the Board approve the following classified termination:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
John Stanley	Transportation	Bus Driver	04/24/25

EXTRA-CURRICULAR HIRES: We recommend the Board approve the following extra-curricular hires:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Michael Smith	Miller Jr. High	Assistant Track Coach	04/18/25
Darcy Williams	Miller Jr. High	Assistant Track Coach	04/14/25

EXTRA-CURRICULAR RESIGNATION: We recommend the Board approve the following extra-curricular resignation:

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Carl Howard	Aberdeen High School	Assistant Football Coach .5 FTE	04/11/25

Classified Substitute Hires:

Holly Houston
Peter Ross
Sarah Shepard
Charity Todd

2025-26 AEA Salary Schedule

		01-01	01-02	01-03	01-04	01-05	01-07	01-08	01-09
Service		BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	Ph.D.
1	Base	\$ 61,585	\$ 63,284	\$ 65,043	\$ 66,808	\$ 72,469	\$ 74,096	\$ 79,757	\$ 83,406
	State PD *	\$ 1,026	\$ 1,055	\$ 1,084	\$ 1,113	\$ 1,208	\$ 1,235	\$ 1,329	\$ 1,390
	Total	\$ 62,611	\$ 64,339	\$ 66,127	\$ 67,921	\$ 73,676	\$ 75,331	\$ 81,086	\$ 84,796
2	Base	\$ 62,431	\$ 64,153	\$ 65,937	\$ 67,778	\$ 73,497	\$ 74,934	\$ 80,653	\$ 84,279
	State PD *	\$ 1,041	\$ 1,069	\$ 1,099	\$ 1,130	\$ 1,225	\$ 1,249	\$ 1,344	\$ 1,405
	Total	\$ 63,471	\$ 65,223	\$ 67,036	\$ 68,907	\$ 74,722	\$ 76,183	\$ 81,997	\$ 85,683
3	Base	\$ 63,238	\$ 64,977	\$ 66,779	\$ 68,762	\$ 74,466	\$ 75,778	\$ 81,481	\$ 85,146
	State PD *	\$ 1,054	\$ 1,083	\$ 1,113	\$ 1,146	\$ 1,241	\$ 1,263	\$ 1,358	\$ 1,419
	Total	\$ 64,292	\$ 66,060	\$ 67,892	\$ 69,908	\$ 75,707	\$ 77,041	\$ 82,839	\$ 86,565
4	Base	\$ 64,070	\$ 65,825	\$ 67,646	\$ 69,692	\$ 75,384	\$ 76,579	\$ 82,267	\$ 86,021
	State PD *	\$ 1,068	\$ 1,097	\$ 1,127	\$ 1,162	\$ 1,256	\$ 1,276	\$ 1,371	\$ 1,434
	Total	\$ 65,137	\$ 66,922	\$ 68,773	\$ 70,853	\$ 76,640	\$ 77,855	\$ 83,638	\$ 87,455
5	Base	\$ 66,198	\$ 68,031	\$ 69,863	\$ 71,981	\$ 77,669	\$ 78,730	\$ 84,457	\$ 88,239
	State PD *	\$ 1,103	\$ 1,134	\$ 1,164	\$ 1,200	\$ 1,294	\$ 1,312	\$ 1,408	\$ 1,471
	Total	\$ 67,301	\$ 69,165	\$ 71,027	\$ 73,180	\$ 78,963	\$ 80,043	\$ 85,865	\$ 89,709
6	Base	\$ 68,504	\$ 69,960	\$ 70,732	\$ 72,949	\$ 78,671	\$ 79,583	\$ 85,290	\$ 89,145
	State PD *	\$ 1,142	\$ 1,166	\$ 1,179	\$ 1,216	\$ 1,311	\$ 1,326	\$ 1,421	\$ 1,486
	Total	\$ 69,645	\$ 71,126	\$ 71,911	\$ 74,165	\$ 79,983	\$ 80,910	\$ 86,711	\$ 90,631
7	Base	\$ 70,057	\$ 70,839	\$ 71,621	\$ 73,968	\$ 79,686	\$ 80,457	\$ 86,135	\$ 90,008
	State PD *	\$ 1,168	\$ 1,181	\$ 1,194	\$ 1,233	\$ 1,328	\$ 1,341	\$ 1,436	\$ 1,500
	Total	\$ 71,225	\$ 72,020	\$ 72,814	\$ 75,200	\$ 81,014	\$ 81,798	\$ 87,570	\$ 91,509
8	Base	\$ 71,596	\$ 72,395	\$ 73,193	\$ 75,668	\$ 81,430	\$ 82,093	\$ 87,852	\$ 91,838
	State PD *	\$ 1,193	\$ 1,207	\$ 1,220	\$ 1,261	\$ 1,357	\$ 1,368	\$ 1,464	\$ 1,531
	Total	\$ 72,789	\$ 73,601	\$ 74,413	\$ 76,929	\$ 82,787	\$ 83,461	\$ 89,317	\$ 93,368
9	Base	\$ 73,916	\$ 74,740	\$ 75,566	\$ 78,245	\$ 84,084	\$ 84,667	\$ 90,509	\$ 94,637
	State PD *	\$ 1,232	\$ 1,246	\$ 1,259	\$ 1,304	\$ 1,401	\$ 1,411	\$ 1,508	\$ 1,577
	Total	\$ 75,148	\$ 75,986	\$ 76,825	\$ 79,549	\$ 85,485	\$ 86,078	\$ 92,018	\$ 96,214
10	Base		\$ 77,221	\$ 78,072	\$ 80,849	\$ 86,823	\$ 87,270	\$ 93,249	\$ 97,519
	State PD *		\$ 1,287	\$ 1,301	\$ 1,347	\$ 1,447	\$ 1,455	\$ 1,554	\$ 1,625
	Total		\$ 78,508	\$ 79,373	\$ 82,196	\$ 88,270	\$ 88,725	\$ 94,803	\$ 99,145
11	Base			\$ 80,609	\$ 83,587	\$ 89,641	\$ 90,010	\$ 96,067	\$ 100,477
	State PD *			\$ 1,343	\$ 1,393	\$ 1,494	\$ 1,500	\$ 1,601	\$ 1,675
	Total			\$ 81,953	\$ 84,980	\$ 91,135	\$ 91,510	\$ 97,668	\$ 102,152
12	Base				\$ 86,405	\$ 92,592	\$ 92,592	\$ 99,017	\$ 103,515
	State PD *				\$ 1,440	\$ 1,543	\$ 1,543	\$ 1,650	\$ 1,725
	Total				\$ 87,845	\$ 94,135	\$ 94,135	\$ 100,667	\$ 105,240
13	Base				\$ 89,132	\$ 95,621	\$ 95,757	\$ 100,730	\$ 106,881
	State PD *				\$ 1,486	\$ 1,594	\$ 1,596	\$ 1,679	\$ 1,781
	Total				\$ 90,618	\$ 97,214	\$ 97,353	\$ 102,409	\$ 108,663
14	Base					\$ 98,735	\$ 98,789	\$ 105,147	\$ 109,919
	State PD *					\$ 1,646	\$ 1,646	\$ 1,752	\$ 1,832
	Total					\$ 100,381	\$ 100,435	\$ 106,899	\$ 111,751
15	Base					\$ 101,841	\$ 101,909	\$ 108,470	\$ 113,283
	State PD *					\$ 1,697	\$ 1,698	\$ 1,808	\$ 1,888
	Total					\$ 103,538	\$ 103,608	\$ 110,278	\$ 115,171
16	Base					\$ 104,491	\$ 104,558	\$ 111,290	\$ 116,229
	State PD *					\$ 1,742	\$ 1,743	\$ 1,855	\$ 1,937
	Total					\$ 106,233	\$ 106,301	\$ 113,145	\$ 118,166
17-21	Base					\$ 106,580	\$ 106,649	\$ 113,514	\$ 120,505
	State PD *					\$ 1,776	\$ 1,777	\$ 1,892	\$ 2,008
	Total					\$ 108,357	\$ 108,426	\$ 115,406	\$ 122,513
22-25	Base					\$ 107,172	\$ 107,241	\$ 114,145	\$ 121,174
	State PD *					\$ 1,786	\$ 1,787	\$ 1,902	\$ 2,020
	Total					\$ 108,958	\$ 109,028	\$ 116,047	\$ 123,194
26	Base					\$ 107,765	\$ 107,834	\$ 114,775	\$ 121,843
	State PD *					\$ 1,796	\$ 1,797	\$ 1,913	\$ 2,031
	Total					\$ 109,561	\$ 109,631	\$ 116,688	\$ 123,874
27	Base					\$ 108,356	\$ 108,426	\$ 115,406	\$ 122,510
	State PD *					\$ 1,806	\$ 1,807	\$ 1,923	\$ 2,042
	Total					\$ 110,162	\$ 110,233	\$ 117,329	\$ 124,552
28	Base					\$ 108,949	\$ 109,018	\$ 116,037	\$ 123,182
	State PD *					\$ 1,816	\$ 1,817	\$ 1,934	\$ 2,053
	Total					\$ 110,765	\$ 110,835	\$ 117,971	\$ 125,235
29	Base					\$ 109,541	\$ 109,611	\$ 116,666	\$ 123,852
	State PD *					\$ 1,826	\$ 1,827	\$ 1,944	\$ 2,064
	Total					\$ 111,366	\$ 111,438	\$ 118,610	\$ 125,916
30	Base					\$ 110,133	\$ 110,203	\$ 117,298	\$ 124,521
	State PD *					\$ 1,836	\$ 1,837	\$ 1,955	\$ 2,075
	Total					\$ 111,969	\$ 112,040	\$ 119,253	\$ 126,597

Board Approval:

Effective: August 27, 2025

Adopted: Effective: August 27,2025