

I. Declaration of Adam Aguilera

I. DECLARATION

I, Adam Aguilera, make the following declaration:

1. I am over the age of eighteen (18), am competent to testify to the facts set forth herein and make this declaration upon personal knowledge.
2. I am currently employed in the Evergreen School District (ESD) as a teacher. I have been employed as a teacher in the Evergreen School District for 17 years. I am a member of the Evergreen Educators Association (EEA) and have been a member since I became employed by the Evergreen School District. In the sections below I have set out documented instances involving Jenae Gomes, the current Chief Operations Officer (COO) of the ESD, and her actions over years of engaging in the manipulation of the language in an investigation and/or or taking action to omit information from the Evergreen School Board (ESB). Prior to Ms. Gomes being the COO, Ms. Gomes was the Senior Director of Human Resources or identified as the Chief Human Resources Officer.

These actions are documented and have occurred for at least six years and are part of the record in the *Dodge* case, a case from the Ninth Circuit Court of Appeals. It

1 is my understanding that the facts in the Dodge case in the Ninth Circuit Court of
2 Appeals case were generally known by members of the ESD and/or an attorney or
3 attorneys of the Stevens Clay law firms.

4 The specifics are set out below.

5 3. **2024 Appeal Process in General:**

6 In the spring of 2024, I filed an internal complaint regarding the actions of district
7 management, and I asserted a number of bases.

8 First, that Jenae Gomes and Tracy Thompson, as to their conduct, relating to
9 fostering a climate of fear and retaliation in the Evergreen School District, violated
10 basic due process concepts, ignored conflicts of interest, engaged in discrimination,
11 and retaliated after safety concerns had been raised.

12 Second, Jenae Gomes, improper payment to herself (and others on her bargaining
13 team of more than \$30,000 combined) of just under \$14,000 through a Supplemental
14 Contract in September of 2023.

15 Third, engaging in threats against the EEA union leadership regarding internal union
16 motions which would negatively impact Ms. Gomes.

17 Specifically, as I have demonstrated below in detail the circumstances surrounding
18 the second instance referenced immediately above, i.e. the immediate reporting of
19 concerns by Daniel "Danny" Stevenson, a payroll employee, as to the first time and
20 unusual practice of the dispersal of the additional pay through Supplemental
21 Contracts and the immediate retaliatory disciplinary action that was taken by Jenae
22 Gomes has been effectively covered up by the Evergreen School District.

23 On October 10, 2024, Mr. Danny Stevenson provided written and verbal facts to Mr.
24 Garrett Williams, attorney for the Evergreen School District, Jenae Gomes, Chief
25 Operations Officer, Christine Moloney, Interim Superintendent, Tracy Thompson,
26 Senior Director of Human Resources, and the ESD board at an appeal related to an
27 investigation I argued was incomplete, defective, and/or bias. One of the topics
28 which was addressed at the appeal proceeding was the improper payment in
September of 2023 to Jenae Gomes, and other administrators, through
Supplemental Contracts. As is set out below in detail Mr. Danny Stevenson was a
ESD payroll department employee who raised concerns to an ESD board member
in September of 2023 about the improper nature of the pay, and /or issuance or use

1 of Supplemental Contracts and was summarily placed on administrative and then
2 informed he would be terminated or he could resign in lieu of termination, a non-
3 voluntary resignation.

4 When I indicate that it has been “covered up”, I mean that on three separate
5 occasions where there was an opportunity to investigate or provide information to
6 an investigator about Mr. Stevenson’s concerns, that ESD Administrators, Board
7 Member(s) and/or the agents of members have omitted this information or failed to
8 investigate. These instances occurred in September 2023, in the summer of 2024,
9 and after October 10, 2024.

10 Additionally, it is my understanding that on or about October 28, 2025, Mr. Garrett
11 Williams communicated in writing to a member of law enforcement at the Vancouver
12 Police Department in response to an inquiry as follows (*italics for emphasis*):

13 “In 2023, a payroll department employee *voluntarily resigned* after it was
14 discovered they had breached confidentiality by *photographing*
15 employee pay stubs and *sharing them with a family relative*.

16 One of those pay stubs belonged to Jenae Gomes. However, *no*
17 *complaint was made regarding the validity of her contract* (or those of
18 the three other bargaining team members), *nor was an investigator*
19 *retained*.

20 The suggestion that there was a *separate investigation concerning*
21 *these Supplemental Contracts is likewise incorrect.*” (See Exhibit #10)

22 As is demonstrated by the content below, the exhibits in the form of emails, the
23 ESD/Danny Stevenson Settlement agreement, and Mr. Danny Stevenson’s
24 statement, written and oral, provided directly to Mr. Williams on October 10,
25 2024, Mr. Danny Stevenson was the ESD payroll employee who separated
26 from his ESD employment, however; the separation was involuntarily.

27 There is no known evidence that Mr. Stevenson shared photographs of any
28 documents with his relative at any time.

In September 2023, Mr. Stevenson, Mr. Tim Siess, a Union High School
Teacher, reported concerns about or requested an investigation into the
issuance of the September 4, 2023, Supplemental Contract(s).

In the Spring of 2024, the ESD hired a third-party investigator to address issues raised by me, one of which was the issuance of pay in September of 2023 through a Supplemental Contract to ESD COO Jenae Gomes. On October 24, 2024, Mr. Garrett Williams was present when this third-party investigation report was addressed in my appeal by live witnesses and myself.

For context, I have attached the first page of the third part investigation report (See Exhibit 7). I have also attached the invoices for the investigation report. The invoice on page BS 55 of the table and within Exhibit 7, where it is indicated that the third-party investigator had a teleconference on August 5, 2024, with Mr. Clay (it is understood this is attorney Paul Clay. Of Stevens Clay law firm) on the "status of investigation." (See Exhibit 7).

Mr. Garrett Williams' firm, Stevens Clay, was aware of the status of the third-party investigation before the August 23, 2024, document was generated by the third-party investigator.

Mr. Garrett Williams was present on October 10, 2024, when Danny Stevenson and Mr. Siess presented statements at the appeal involving Ms. Gomes Supplemental Contract at the appellate proceeding involving the third-party investigation, Ms. Gomes actions against Mr. Danny Williams in September 2023, prior to his involuntary separation and through the process of separation.

To further verify Mr. Garrett Williams' presence, in Exhibit 11 on page BS 82 the following entry is set out in the Stevens Clay PS law firm invoice for the month of October 2024 billed to the ESD:

Date	Attorney	Work performed description	Time billed	Hourly Rate	Total billed
10/10/2024	GJW	Travel to District office and back for board hearing; prepare for and attend same; follow-up work re same	10.50	\$275.00	\$2,887.50

Garrett Williams initials are GJW. The ESD paid Mr. Williams firm \$2,887.50 for his appearance (not including travel expenses) at the appellate proceeding on October 10, 2024. This was my appeal as to the investigation by the third-party investigator of which the September 4, 2023, Supplemental Contracts were a primary issue.

Exhibit #11 is a true and accurate copy of the known Stevens Clay invoices submitted to the ESD and paid by Jenae Gomes for fiscal year 2024 to 2025.

On October 28, 2025, it would appear that Mr. Garrett Williams responded to an inquiry from a public servant which was material to the investigation being conducted by the public servant and was being relied upon by the public servant in the discharge of his duties. Taking all of the information immediately above into account, Mr. Garrett Williams' written statement to the public servant, here Jay Alie, appears to contain multiple instances of false and/or misleading information.

To summarize, Mr. Danny Stevenson was an employee at payroll who did not *voluntarily* resign. In September of 2023, Mr. Stevenson, and Tim Siess did complain and/or request an investigation relating to the September 4, 2023, Supplemental Contracts. In the Spring of 2024, I complained about the September 4, 2023, Supplemental Contracts and there was a third-party investigation. An investigation that cost the ESD \$29,790 and an investigation that Mr. Garrett Williams was actually knew about through his presence at the appeal proceeding on October 10, 2024. On October 10, 2024, Mr. Garrett Williams was present for the presentations of myself, Danny Stevenson, Tim Siess, Tony Miles, and Camille Lowman. The vast majority of the information provided through these witnesses was about the investigation surrounding the September 4, 2023, Supplemental Contracts. According to the invoices, Mr. Garrett Williams' firm received \$2,887.50 to listen to the appeal involving the third-party investigation of the Supplemental Contracts.

4. Dodge v. Evergreen School District, Jenae Gomes, and ; Caroline Garrett;

In the fall of 2025, I became aware of the facts, which are set out immediately below in this item number, relating to Jenae Gomes previous conduct in the late summer and fall of 2019. Had I been aware in 2024 of these facts this would have impacted the way I prepared my complaint, and my subsequent appeal to the Evergreen School Board in 2024.

In summary, the facts I became aware in 2025 were related to the late summer and/or fall of 2019 while Jenae Gomes was a suspect/witness employee, she used her position to modify the substance of the investigative report of the investigator

1 who was assigned to conduct an investigation of her and another employee among
2 other conduct. This is clear in the two printed Federal Court opinions.

3 Specifically, the facts I became aware relate to an internal complaint brought forward
4 in the fall of 2019 by a fellow union member and teacher, Mr. Eric Dodge. These
5 facts are set out in the attached Ninth Circuit Court of Appeals decision. (See Exhibit
6 # 1A, page BS 1-13). It is understood that Mr. Dodge, in the late summer of 2019
7 filed a Harassment Intimidation and/or Bullying (HIB) Complaint relating to Jenae
8 Gomes and/or Caroline Garrett. In summary, Mr. Dodge's HIB complaint asserted
9 that actions by both had been initially related to suppressing his first amendment
10 rights to freedom of expression, and then after filing the complaint that Ms. Gomes
11 had engaged in attempts to coerce Mr. Dodge into withdrawing the complaint. The
12 school district delegated the investigation of the complaint to a third party, Clear Risk
13 Solutions (CRS). The identified suspect/witness employees were at least Mr.
14 Gomes and Ms. Garrett.

15 **Fall of 2019, the CRS Dodge preliminary report:**

16 In the fall of 2019, it is understood that CRS completed their investigation and
17 prepared a preliminary investigative report. The CRS preliminary report
18 concluded that:

19 "Dodge was singled out because he wore a 'Make America Great Again'
20 hat" and he was "subjected to negative treatment and denied his freedom
21 of expression..because of perceived stereotypes or political differences
22 of opinion." (See .pdf Exhibit #1A Ninth Circuit Opinion).

23 It is understood from the facts and from the associate court records in the Ninth
24 Circuit Court of Appeals opinion that Jenae Gomes, identified as "HR Officer
25 Gomes" in the opinion, reviewed the CRS preliminary report and asked the CRS
26 investigator to change some of the language in his report before issuing the final
27 report. It is understood that Jenae Gomes was concerned that CRS's
28 conclusions about violation of Dodge's "freedom of expression" and him being
singled out for his political beliefs were outside the scope of CRS's task to
investigate whether Principal Garrett had violated District policy. It is understood
that CRS removed the language that HR Officer Gomes had concerns about.

It is understood that Jenae Gomes presented the modified CRS's findings to the
school board in the fall of 2019. It is unknown if the ESD board was informed at

1 the time of Mr. Dodges' appeal of the fact that Ms. Gomes had been involved in
2 changing the content of a report where she was a suspect / witness employee.

3 Additionally, it is understood that in the fall of 2019 that Jenae Gomes did not
4 inform the board that during the pendency of the CRS investigation process that
5 she tried to induce Mr. Dodge to drop his HIB complaint. Specifically, while the
6 HIB complaint was pending, Ms. Gomes received a public records request from
7 a local newspaper asking about the incident and Mr. Dodge's complaint. It is
8 understood that Mr. Dodge was informed by Ms. Gomes that the District may
9 "have to give [the newspaper] [his] entire personnel file" and expressed her
10 concern about his medical information becoming exposed. Ms. Gomes
11 explained that if Mr. Dodge rescinded his HIB complaint, then the ESD would
12 not have to turn anything over. (See Exhibit #1A and Exhibit #1B Federal
13 District, Western District of Washington court decision both attached court
14 opinions from Dodge v. Evergreen School District, Jenae Gomes and Caroline
15 Garrett.) Mr. Dodge raised the above facts as concerns regarding Jenae Gomes
16 and the Ninth Circuit Court of Appeals stated the following about Mr. Dodge's
17 concerns as to Jenae Gomes' conduct:

18 "It is understandable why Dodge was concerned about HR Officer
19 Gomes being involved in the investigation of his HIB complaint against
20 Principal Garrett given HR Officer Gomes's involvement in the events
21 leading up to his complaint. " (See page BS12 of Exhibit #1A.)

22 It is important to provide context as to a procedural time on Mr. Dodge's internal
23 complaint process and the federal court decisions.

24 In the fall of 2019, Mr. Dodge was not provided with the CRS report, but his HIB
25 complaint was denied. Mr. Dodge complied with he Evergreen School District
26 appellate process and appealed this decision, eventually to the ESD School
27 Board. The ESD appeal proceeding was held before the school board on
28 November 14, 2019. The school board was unaware of the modifications to the
CRS report and considered only the modified version of the CRS report. The
ESD board sent a written decision to Mr. Dodge on November 18, 2019, finding
no violations under District policy or procedure. Mr. Dodge eventually filed a
lawsuit in the United States Federal District Court in the Western District of
Washington related to his first amendment claims and other related claims.

The first federal court Dodge decision on substantive issues came out January
31, 2021, from Federal District Court. (See Exhibit #1B). After the Federal

1 District Court decision Mr. Dodge appealed to the Ninth Circuit Court of Appeals.
2 The Ninth Circuit Court of Appeals argument was argued and submitted on April
3 15, 2022. The Ninth Circuit Court of Appeals opinion was filed December 29,
4 2022. (See Exhibit # 1A).

5 After just over two years the Ninth Circuit Court of Appeals came to a conclusion
6 that was almost identical to the language Jenae Gomes had removed from the
7 CRS investigation back in 2019. Comparing the language in the preliminary
8 CRS investigation language Jenae Gomes had CRS remove which is known to
9 be as follows:

10 "Dodge was singled out because he wore a 'Make America Great Again'
11 hat" and he was "subjected to negative treatment and denied his freedom
12 of expression..because of perceived stereotypes or political differences
13 of opinion"

14 to the following language from the Ninth Circuit Court of Appeals. The Ninth
15 Circuit Court wrote:

16 "Because Dodge has presented sufficient evidence from which a jury
17 could find a constitutional violation, we turn to the second part of the
18 qualified immunity analysis: whether the constitutional right that Principal
19 Garrett violated was clearly established at the time of the violation.".....
20 (See Exhibit #1A).

21 "Taking the facts in the light most favorable to Dodge, a jury could find
22 that Principal Garrett retaliated against him for engaging in political
23 speech protected by the First Amendment. Moreover, any violation of
24 Dodge's First Amendment rights by Principal Garrett was clearly
25 established where long-standing precedent has held that concern over
26 the reaction to controversial or disfavored speech itself does not justify
27 restricting such speech. For these reasons, we reverse the district court's
28 grant of summary judgment in favor of Principal Garrett." (See Exhibit
#1A)

In summary, to me as a lay person it appears clear that as a suspect /witness,
HR Officer Jenae Gomes, inserted herself into an open investigation (by CRS),
deleted important/material information from the CRS investigators report, which
denied the ESD board the benefit of that information. In turn, the deleted subject
matter/information eventually became the basis of a successful lawsuit against
the ESD. A lawsuit which cost hundreds of thousands of dollars, when it was
finally settled.

1 On October 10, 2024, as I indicated that I was unaware of the facts above, I was
2 also unaware of some statutes in Washington that I would have addressed to
3 the ESD board of directors. It it my understanding that (CRS) preliminary
4 investigative report was a record or paper appertaining to Ms. Gomes' office as
5 soon as she received it and reviewed it.

6 Ms. Gomes requested that this record be concealed (by deletion and by not
7 providing it to anyone at the ESD) and/or falsified (materially changed by
8 deletion which appears to be falsification by omission). Jenae Gomes, as a
9 suspect/witness employee, used her office to conceal or falsify what was
10 supposed to be an independent investigative or third-party (CRS) investigative
11 report by the action of "requesting CRS to remove discussion of Dodge's
12 "freedom of expression" from its final report." (See page 12 of the .pdf).

13 As a lay person I have looked at the statutory language from RCW 40.16.020
14 which as to the parts that are relevant indicates as follows:

15 Every officer who shall conceal or falsify any record or paper
16 appertaining to the officer's office is guilty of a class B felony and shall
17 be punished by imprisonment in a state correctional facility for not more
18 than ten years, or by a fine of not more than five thousand dollars, or by
19 both.

20 It is my understanding from reading that the Western Federal District Court/ Ninth
21 Circuit Court of Appeals decision that record in the *Dodge* matter already contains
22 sworn documents to support at least an investigation into the potential violation of
23 RCW 40.16.020, and associated policies of following the law, if not more.

24 Again, my concern is that no public officer in the position of public trust should be
25 allowed to modify third party investigations paid for with public funds in this
26 manner, especially when they are a subject or witness in the investigation, as that
27 would be a method of covering up information. It is clear this situation would be
28 the intent of Washington lawmakers to criminalize the concealment or falsification
of records when it created RCW 40.16.020.

The application of this law is also relevant to the Dodge Case matter as the result
of Ms. Gomes' concealment/falsification potentially contributed to years of litigation
on first amendment grounds given relevant information was withheld from elected
school board members. Again, the information Ms. Gomes had the CRS
investigator delete was absolutely relevant as it was based upon the very same

1 facts and/or conclusions which formed the basis of the Ninth Circuit Court's
2 decision that the ESD had violated Mr. Dodge's first amendment rights. Finally, it
3 is understood that there are still years before the statute of limitations runs out
4 according to RCW 9A.04.080(1)(c)(i).

5 **5. Tim Siess and Danny Stevenson:**

6 In item number 5, below, I have set out below the complaint and appeal process in
7 late spring of 2024 through to the fall of 2024.

8 **The late spring and early summer 2024 Investigation of my complaint:**

9 In the spring of 2024, the Evergreen School District (ESD) response to my
10 complaint was to initiate an investigation by hiring an investigator. From the late
11 spring and into the summer of 2024, the investigator interviewed ESD Board
12 member Rob Perkins, Superintendent John Boyd, and COO Jenae Gomes on
13 the subject matter of the simple issue of the Superintendents authority on
14 granting payment.

15 There was no attention given in the investigation as to examining the language
16 of the September 4, 2023, Supplemental Contract in the investigation. There
17 was no attention given to the question of whether the Board adopted and
18 approved the payment rate for the position of lead bargainer. The investigation
19 was supposed to address the issues of retaliation by Jenae Gomes and Tracy
20 Thompson and the irregular nature of the issuance of the payment.

21 On August 23, 2024, the assigned investigator issued a document summarizing
22 his efforts. On page 9 of the investigator's document, there is a section on the
23 topic of the Supplemental Contract. Mr. Rob Perkins, the ESB Board president
24 at that time, was interviewed by the investigator in the Summer of 2024. At the
25 time of Mr. Perkins interview during the summer of 2024, it is known that Mr.
26 Perkins was aware that he had been contacted by email on September 22,
27 2023, by Union High School teacher Tim Siess regarding concerns that had
28 been brought to his attention and by phone close in time to the email contact.

After reviewing the investigators document dated August 23, 2024, and I
appealed once I realized the investigation was inaccurate and incomplete. The
first level of the ESD appeal required that I submit my appeal to the
Superintendent. I submitted my appeal to the new interim Superintendent,
Christine Moloney. Interim Superintendent Moloney denied my appeal. This is
the same process highlighted by the Ninth Circuit Court of Appeals in the *Dodge*
opinion. As Mr. Dodge did, I also appealed to the second level to the ESD

School Board. On October 10, 2024, I appeared at the Evergreen School District Administrative Service Center. I called four live witnesses to provide documents and give statements: Mr. Tim Siess, Mr. Danny Stevenson, Associate Principal Tony Miles, and Ms. Camille Lowman. My witnesses were initially kept in a physical location away from where the School Board Level Two-Appeal proceeding was being conducted. They were called in one by one to provide their statement to the ESD Board of Directors. The hearing was held in the interim Superintendents office, which is not open to the public. Each witness was escorted up to the interim superintendent's office conference room, to provide their statements. It is my recollection that those present at the proceedings were the following individuals:

- a. Rob Perkins, President of the Evergreen School Board of Directors,
- b. Julie Bocanegra, member of the Evergreen School Board of Directors,
- c. Ginny Gronwoldt, member of the Evergreen School Board of Directors,
- d. Jacqueline Weatherspoon, member of the Evergreen School Board of Directors,
- e. Gary Wilson, member of the Evergreen School Board of Directors,
- f. Christine Moloney, Interim Superintendent,
- g. Jenae Gomes, Chief Operations Officer,
- h. Tracy Thompson, Senior Director of Human Resources,
- i. Garrett Williams, attorney for the Evergreen School District,
- j. And I, Adam Aguilera, teacher

At the hearing Mr. Siess' statement was somewhat brief. Mr. Siess was directly across from Mr. Perkins when Mr. Siess addressed those present. Mr. Siess indicated that he, in September of 2023, had reached out directly to Rob Perkins, and Mr. Siess specified that a form of contact was via phone. Additionally, I have included the September 22, 2023, email Mr. Siess, wrote to Rob Perkins, a true and accurate copy of the email is set out below:

From: **Tim Siess** <timjsiess@gmail.com>
 Date: Fri, Sep 22, 2023 at 5:50 PM
 Subject: Bonus for bargaining team
 To: rob.perkins@evergreenps.org <rob.perkins@evergreenps.org>

Hi Rob,
 I hope life has settled down after the strike -- I think I am about caught up!

1 I am writing because I heard some news today that you should
2 know about if you don't.
3 Word on the street, from a well-placed reliable source, is that
4 Janae Gomes and the rest of the district bargaining team
5 allocated themselves something in the neighborhood of a
6 \$14,000 bonus for their time spent bargaining.
7 I am figuring that the board must know about this?
8 If you don't know about it, can you do some investigating?
9 And if you are aware, can you provide some justification?
10 I would think that when this gets out -- and things like this always
11 do get out -- that teachers and other constituents might be a bit
12 upset.

13 Any light you can shed is appreciated.

14 Thanks much,
15 Tim Siess
16 Union HS

17 (See also Exhibit #3, which is a true and accurate representation
18 of the email sent out by Tim Siess on September 22, 2023.)

19 I became aware of some of the specifics of Mr. Seiss efforts back in September
20 2023 to contact ESD Board member Rob Perkins during the moment when Mr.
21 Siess provided statements to the board on October 10, 2024. Additionally, I
22 became aware after the ESD Board appeal proceeding held on October 10,
23 2024, of the exact content of the email from Mr. Siess to Mr. Perkins, which I
24 secured after the hearing. On October 10, 2024, during Mr. Siess' statement
25 directly to Mr Perkins, Mr. Perkins did not challenge or dispute the fact that Mr.
26 Siess had reached out to Mr. Perkins.

27 Prior to October 10, 2024, I was not aware of the specifics of what had occurred
28 with Mr. Daniel (Danny) Stevenson or generally about Ms. Katie Rich, and/ Mr.
Stevenson's. Again, I have been able to gather more information since October
10, 2024. In preparation for the October 10, 2024, hearing, Danny Stevenson
provided me and each Board Member was provided with a copy of a two page
document with the title:

"Integrity. Honesty. Public Trust. Principled. Forthright. Sincere.
Trustworthy. Honorable. These qualities were lacking at EPS in August-
October 2023." (See Exhibit #9).

Exhibit #9, which is an attached copy of: "Integrity. Honesty. Public Trust.
Principled. Forthright. Sincere. Trustworthy, these qualities were lacking at EPS

1 in August-October 2023” and it is a true and accurate copy of the document that
2 Mr. Danny Stevenson provided to me and the ESD Board members prior to the
3 ESD appellate proceeding held on October 10, 2023. Mr. Stevenson also
4 spoke to the ESD Board and went over the summary of the facts set out in
5 Exhibit #9.

6 From all the facts provided to the ESD Board both in writing and in person by
7 Mr. Stevenson, the board was informed of the following facts and circumstances
8 set out below in this item, i.e. number 5.

9 On September 4, 2023, Danny Stevenson worked in the Evergreen School
10 District for years and had been assigned to the payroll department for a number
11 of years. It is understood that Danny Stevenson was one of the people in the
12 payroll department who was assigned to process or work on one of the four
13 Supplemental Contracts dated September 4, 2023.

14 It is understood that in the Evergreen School District payroll department, there
15 were apparently safeguards in place that were triggered when the four
16 September 4, 2023, Supplemental Contracts were being processed relating to
17 paying administrators for bargaining, one of these was for Ms. Gomes.

18 Another one of the administrators who was paid through the Supplemental
19 Contract was Ms. Tracy Thompson, who was the ESD Senior Human
20 Resources Director. It is understood that Danny Stevenson’s first became
21 aware of the Supplemental Contract in relation to the processing of Ms.
22 Thompson’s September 4, 2023, Supplemental Contract.

23 In September of 2023, after internal safeguards were triggered by issuing the
24 Supplemental Contracts, Danny Stevenson raised and communicated concerns
25 and made internal inquiries regarding processing one of the Supplemental
26 Contracts for payment and then generally about all four.

27 In September of 2023, Danny Stevenson contacted Katie Rich, a Union High
28 School teacher. Katie Rich is Danny Stevenson’s sister. Danny Stevenson
contacted Katie Rich to see if she was aware of any union negotiators, who were
also ESD employees, being paid extra time or overtime for bargaining or if she
had heard of this occurring in the past. Additionally, Danny Stevenson inquired
if Katie Rich was aware of ESD district administrators being paid extra monies
for bargaining in the past.

1 In September of 2023, Katie Rich wanted to provide her brother with the best
2 information she could, and she contacted Tim Siess, one of the most senior
3 union members and colleague at Union High School that she knew.

4 Initially, it was my understanding that Mr. Siess, a senior union member and
5 colleague she knew at her school, was provided non-documentary information
6 about the subject matter of the September 4, 2023. It is understood that Mr.
7 Siess initially attempted to protect the identity of the person who provided him
8 the information about the Supplemental Contracts. Tim Siess had been working
9 with Katie Rich for years. It is my understanding that in September of 2023,
10 when Mr. Siess became aware of the September 4, 2023, Supplemental
11 Contracts, he felt he was required to bring this to the attention of Mr. Rob Perkins
12 given it appeared this was something which the ESD School Board should be
13 made aware.

14 It is understood Mr. Siess, who is in a position of public trust, felt responsible to
15 report a financial impropriety and/or potential criminal activity by sending the
16 email. There was already a preexisting relationship between Mr. Siess and Mr.
17 Perkins when he sent the email on September 22, 2023, as Mr. Siess had taught
18 one or more of Mr. Perkins' children in the past.

19 At the ESD proceeding held on October 10, 2024, ESD, Mr. Siess stated directly
20 to Mr. Perkins, the other members of the board, the interim superintendent,
21 Chirstine Moloney, Garrett Williams, Jenae Gomes and Tracy Thompson, that
22 he had called Mr. Perkins. It is understood that this call was close in time to
23 when he had sent the September 22, 2023, email to Mr. Perkins. It is
24 understood that during the phone conversation between Mr. Perkins and Mr.
25 Siess, which was related to the September 4, 2023, Supplemental Contracts,
26 Mr. Perkins' statements gave Mr. Siess the general impression that Mr. Perkins
27 was not aware of the Supplemental Contract situation until Mr. Siess brought it
28 to his attention.

Prior to the ESD proceeding that occurred on October 10, 2024, before the ESD
Board, I was not aware of many of the specifics of what occurred between Mr.
Siess and Mr. Perkins other than a very general understanding that there had
been contact.

1 However, after the proceedings on October 10, 2024, it was clear to me when
2 looking at the August 23, 2024, investigator's documentation of his investigation
3 that Mr. Perkins had not disclosed anything to the investigator in my matter
4 about his contact with Mr. Siess in September of 2023. It was clear that Mr.
5 Perkins did not disclose to the third-party investigator that Mr. Siess had
6 requested an investigation into the Supplemental Contracts in his email. (See
7 the September 22, 2023, email above above.) It is a fact that Mr. Siess' name
8 is never mentioned anywhere in the ESD investigative report dated August 23,
9 2024.

10 It is documented that Mr. Perkins knew about the reporting of the concerns
11 raised in September of 2023, by Mr. Siess, a EEA union member, and Mr.
12 Perkins did not provide this information to the investigator hired by the district to
13 address the exact issue. It should also be indicated that there is no known
14 information that Mr. Siess ever attempted to "weaponize" the information about
15 the Supplemental Contracts or the termination of Daniel "Danny" Stevenson.

16 It is my understanding that Mr. Siess apparently trusted that Mr. Perkins would
17 engage in some effort to investigate and made that specific request in the
18 September 22, 2023, email. It is understood that Mr. Perkins never responded
19 to the Mr. Siess' September 22, 2023, email. No known investigation relating to
20 the concern of irregularity or improper conduct on the part of Ms. Gomes was
21 initiated by Mr. Perkins related to Mr. Siess' request on September 22, 2022.

22 As a lay person looking at RCW 42.20.100, RCW 42.20.070, and/or RCW
23 40.16.020, it would appear that on September 22, 2023, Rob Perkins had a duty
24 to initiate an investigation and/or report these issues related to potential
25 violations RCW 42.20.070 and/or RCW 40.16.020. I believe it is reasonable to
26 conclude that Rob Perkins would not initiate an investigation and have Ms.
27 Gomes investigate herself.

28 There is no known record where Mr. Perkins requested an third party
investigation into the September 4, 2023, Supplemental Contracts. There is no
known record where Mr. Perkins requested, at any time, a third-party
investigation into the intimidation/ retaliation of a Danny Stevenson by Jenae
Gomes, who used her position of power to effectively silence him through the
disciplinary process.

1 In the 2024 ESD third-party investigation was initiated by John Boyd due to my
2 complaint. As indicated, I am an EEA member. Mr. Tim Siess and Ms. Rich are
3 also EEA members. During the entire period that we were aware of the facts
4 from the Supplemental Contract, neither Tim Siess, Ms. Rich, nor I tried to
5 “weaponize” the September 4, 2024, Supplemental Contract.

6 Danny Stevenson was a member of the Public School Employees
7 of Washington, (PSE) for the entire time period of his employment with the
8 Evergreen School District. Danny Stevenson never tried to “weaponize” his
9 reporting of concerns and the subsequent subjection to the disciplinary process
10 up to through his proposed termination and/or after his separation. In the
11 summer of 2024, when he was interviewed by the ESD investigator, Rob Perkins
12 knew that the above union members were aware of the September 4, 2023,
13 Supplemental Contracts and that no one in the various unions had made efforts
14 to “weaponize” the information. No press agency has ever reported on the
15 circumstances surrounding Danny Stevenson’s termination or the fact of it. The
16 only thing reported was related to the issuance of the Supplemental Contracts,
17 but there was no reporting about the person who lost their job for raising
18 concerns about it.

19 When Rob Perkins was interviewed by the investigator in the summer of 2024
20 the only thing that two of the three EEA Union members listed above (myself
21 and Tim Siess) did was to request an investigation. Again, when I indicate an
22 investigation, this is meant to mean a request for an independent, full, fair, and
23 unbiased investigation. It is apparent that this has not yet occurred.

24 Additionally, in the 2024 investigation Jenae Gomes was also interviewed by
25 the third-party investigator about the Supplemental Contracts. There is
26 no reference in the third investigator’s document dated August 23, 2024,
27 indicating that Jenae Gomes ever mentioned the Danny Stevenson or the
28 issues he raised in September 2023. There is no reference in the
investigator’s August 23, 2024, document that refence where Jenae Gomes
ever mentioned to the investigator the fact that in 2023, she had placed Mr.
Stevenson on administrative leave on September 26, 2023, after he raised
concerns about the four September 4, 2023, Supplemental Contracts.(See
Exhibit #4, Danny Stevensons notices of administrative leave.) There is no
reference in the third-party investigator’s document where Jenae Gomes
ever mentioned to the third-party investigator the fact that she moved rapidly
to terminate Mr. Stevenson, including the fact she placed Mr. Stevenson on
administrative leave two (2) business days after

1 Mr. Siess contacted Mr. Perkins by email. There is no reference in the
2 investigator's document where Jenae Gomes ever mentioned that Mr. Siess had
3 reported the matter to Mr. Perkins.

4 There are at least two potential reasons why there was no reference to Mr.
5 Stevenson or Mr. Siess in investigation document. The first being that neither
6 Mr. Perkins nor Ms. Gomes provided the information to the above-mentioned
7 investigator. The other being that Ms. Gomes acted in the same manner she
8 did in Eric Dodge's matter, i.e. the Ninth Circuit Court of Appeals First
9 Amendment Violation Case above, where she had the CRS investigator modify
10 a report in which she was one of the suspect/employees and had the
11 investigator take the references out of his investigative document. In either
12 scenario, Jenae Gomes and/or Rob Perkins being aware of this fact, when there
13 was no mention of Danny Stevenson, a payroll employee who raised concerns,
14 is clear evidence of a deficient investigation over the rushed payment of the
15 supplemental contracts.

16 It should be clearly stated that the September 22, 2023, request by Tim Siess
17 to Rob Perkins resulted in the immediate placement on administrative leave and
18 the resignation in lieu of termination of Danny Stevenson in September/ October
19 of 2023. In the summer of 2024, Rob Perkins knew the above facts had occurred
20 when he said nothing about it to the third-party investigator in the summer of
21 2024. Currently, the only known "bad optics" in Mr. Perkin's words were
22 retaliation by the district, which Mr. Perkins apparently did not disclose to the
23 investigator.

24 Additionally, when Mr. Perkins made the statement to the investigator in the
25 summer of 2024, neither I, the PSE union, nor the (Evergreen Administrators
26 Association, (EAA) or EEA unions, had "weaponized" the Supplemental
27 Contract issue or the move to retaliate, discipline/terminate Danny Stevenson.

28 As a result of the deficiencies within the 2024 ESD third-party investigator's
report, I appealed due to the fact I believed the investigation was biased, unfair,
and lacked independence.

On October 10, 2024, because of the appellate process, I found myself before
the EDS Board, Christine Moloney, Interim Superintendent, Jenae Gomes,
Chief Operations Officer, Tracy Thompson, Senior Director of Human
Resources, and Garrett Williams, an attorney who was representing the

1 Evergreen School District. Shifting to the information Mr. Daniel Stevenson
2 provided to the ESD Board on October 10, 2024, in written or spoken form was
3 the following:

- 4 • There was a strike in progress in early September of 2023; the EEA union
5 was the striking entity.
- 6 • That the ESD payroll staff were asked to process, during the strike time
7 period, pay relating to Supplemental Contracts for four (4) members of
8 ESD Administrative Bargaining team, specifically Ms. Gomes, Ms.
9 Thompson, Ms. Jacobson, Ms. Hitte.
- 10 • Mr. Stevenson indicated that the payroll staff were tasked with the job of
11 paying all four members for a time period that was greater than a month
12 time frame, August 1, 2023, to September 5, 2023.
13 This payment was not in the normal payroll cycle, and this would mean
14 that the payroll department would have to issue payment through a
15 “special payroll” process run for only them.
- 16 • The “special payroll process” prior to this event was generally handled
17 only by payroll management employees. This occurred when the non-
18 management employees had made some type of error in a previous pay
19 period on the given employee’s payroll.

20 In summary, this “special payroll process” occurs when an employee has
21 been underpaid and the reason to rush payments to a given employee
22 on a “special payroll process” was to get funds to the employee quickly
23 to avoid the given employee suffering a salary deficit issue.

24 By contrast the regular payroll process issues payment at the end of each
25 month.

26 The standard practice with normal end of month payroll and if the pay for
27 a given person was too high this would return high income flags. With the
28 request to generate a special payroll for lump sum payments in early
September of 2023, the high-income flags triggered.

- Payment to all four administrative bargaining team members was
described as for work performed August 1, 2023, to September 5, 2023.
Lump sums were to be paid by: (09/10/23) September 10, 2023. This

means a "special payroll" had to be run for the four administrators and completed in four business days as September 10, 2023, was a Sunday.

- The normal payroll procedure would be to engage in, "End of month payroll." The payroll department generally runs preliminary testing numbers, this as a standard practice. The bargaining members in the test run began returning "high income flags." In the case of processing the four September 2023 Supplemental Contracts, alerts were triggered indicating to Danny Stevenson, and the other payroll staff working on the Supplemental Contracts, that payroll being issued was too high for each of the individuals on the bargaining team and they were flagged as "high earners."
- After the flags went up, there was a follow-up with a closer look at the four individual Supplemental Contracts that caused concern and the irregular/odd issues relating to the following payment issues:
 - It appeared from the Supplemental Contracts that the four were to be paid at hourly rates, which resulted in a lump sum. Each of the individuals were salaried workers. Generally, salaried workers never have an hourly rate payment conversion and only have an hourly rate used for payment relating to a once-a-year event. This once-a-year event where salaried workers were paid hourly, and it occurs when salaried workers have the option of selling back their excess vacation time.
 - The four supplemental were not vacation sell back payments, and the contracts didn't contain an hour rate in the appropriate section on the contract, but only a lump sum amount.

It was understood from Mr. Stevenson's statements that a "special payroll" was being used to pay salaried workers at an hourly rate of pay which had never occurred before in his experience.

Additionally, there was only a lump sum amount located on the contract with no corresponding hour rate. However, it appeared if one was to multiply the given administrators' vacation sell back hourly rate used by what would overtime rate amount (1.5 x the hours worked) this was close to the lump sum payment. As there were

1 enumerated hourly rate or hours worked on the face of the contract,
2 Mr. Stevenson speculated in an effort to understand the lump sum
3 amount. It was explained that this appeared how the lump sum
4 amount had been calculated, but that it wasn't completely clear, due
5 the lack of any listed amount of hours worked or a listed hourly rate
6 in the Supplemental Contract.

- 7 • It is understood, in response to the flags and irregularities Mr. Stevenson
8 had raised as concerns to his managers, he was directed to press
9 forward and push the contracts through. It is understood that others or
10 potentially all of those in his department who had the "high-earner flags"
11 going off got phone calls from Mr. Stevenson's supervisor on the same
12 day and the directive was given to push through the high-earner income
13 flagged items as well.

14 A specific concern was that his immediate supervisor, who had told Mr.
15 Stevenson to push payment through payroll, was that her boss, Ms.
16 Madsen, had approved that the contract be paid. Additionally, Ms.
17 Madsen's boss, Ms. Tracy Thompson, was one of the administrators
18 being paid, along with her boss, Ms. Gomes being paid even more, while
19 her boss, Mr. Boyd, signed the supplemental contracts to pay. There was
20 no known or documented approval by the ESD School Board.

21 Mr. Stevenson recognized a separate irregularity of the members of the
22 Evergreen Education Association bargaining team, who were on strike,
23 and were also salaried workers. However, these teachers who were on
24 strike and working on the EEA bargaining team were not getting paid
25 additional money to bargain through Supplemental Contracts by the
26 District as far as he understood. He wanted to make sure of this fact
27 and he reached out to his sister who was a teacher at Union High School
28 to get information on the issue. He never provided his sister with anything
other than an spoken inquiry. There is no known record of Mr. Stevenson
providing anyone with any photo, screenshots or documentary evidence
related to his concerns.

His sister indicated that she had no familiarity with Supplemental
Contracts of this nature being used in this way or overtime being paid in
this way for anyone on either side. His sister indicated that she would
get in touch with a more senior teacher to follow up with more information.

1 The answer from the senior teacher was there was no known prior
2 occurrence where this has occurred. Additionally, Danny Stevenson
3 indicated that he was asked if the more senior teacher could ask a
4 schoolboard or a schoolboard member about it. Mr. Stevenson
5 consented to this inquiry of a schoolboard member by the senior teacher.
6 This senior teacher was Mr. Tim Siess.

- 7 • On Thursday, September 22, 2023, Danny Stevenson indicated that the
8 senior teacher, Mr. Siess, sent an e-mail went out to the board member.
9 This occurred after 5:00 p.m.
- 10 • On Monday, September 26, 2023, Danny Stevenson indicated that he
11 was put on administrative leave for "discussing sensitive information".
12 He was informed that specifically he had "opened documents outside of
13 my alphabet".
14 Ms. Thompson was in his Alphabet. All of his coworkers opened all of
15 the supplemental contracts the day they were processed and speculated
16 as to why these administrators were being paid overtime (OT) for
17 bargaining.
18 At the moment he was placed on administrative leave he was informed
19 that he could not communicate with anyone who worked at the Evergreen
20 School District about the substance of the allegations while he was on
21 administrative leave.
- 22 • On September 27, 2023, Jenae Gomes summonsed him back while on leave
23 on September 29, 2023. At the meeting Jenae Gomes told him that teachers
24 couldn't trust him, that the schoolboard couldn't trust him, and everyone was
25 very upset and angry that their payroll person would leak information. (See
26 Exhibit #5.)
- 27 • He was also informed that they had discovered he had a family member
28 within the district. This caused him concern for potential retaliatory action
with respect to his sister. Mr. Stevenson indicated that he responded and
said that he was sorry to have caused others to feel that way. Mr. Stevenson
informed Jenae Gomes that he had merely asked if anyone had ever been
paid OT or additional extra pay for bargaining.

1 Jenae Gomes asked him why it was his responsibility to find that out or
2 investigate the matter. In 2023, He did not respond to Jenae Gomes'
3 question.

4 In 2024 through statements written and oral he indicated to the Board he did
5 believe he was in a position of public trust and that it appeared that someone
6 should be asking.

7 Jenae Gomes told him that his integrity and character were both lacking and
8 hers were above reproach.

9 Jenae Gomes informed him informed that he could resign with pay or be
10 fired and owe them money for the time he was on admin leave.

11 At one point Jenae Gomes informed him that he had violated the terms of
12 his administrative leave by speaking with an Evergreen School District
13 employee. Mr. Stevenson was not barred from speaking with Evergreen
14 School District employees. Mr. Stevenson was ordered not to discuss the
15 circumstances surrounding his placement on administrative leave. There is
16 no known investigation related to this accusation. (See Exhibit #4).

17 He indicated that although he was told he could fight termination and prevail
18 it would take years. He didn't believe the long fight was worth the reward of
19 getting a job back, especially if Ms. Gomes was there when he returned. He
20 resigned because he believed it was the best thing for his family, which
21 included protecting his sister.

22 It is understood that during the process in September of 2023, the PSE Union
23 Rep, Rochelle Amons, told Mr. Stevenson that he wasn't the first individual
24 Jenae Gomes tried to defame and intimidate into resigning or firing. Rochelle
25 Amos let him know this wasn't the first time and likely wouldn't be the last
26 time it happened.

27 After speaking with multiple outside attorneys and holding several meetings
28 with litigators in the PSE Union, Mr. Stevenson decided fighting a long,
drawn out 18-month legal battle wasn't going to be worth it to him personally.

To provide for his family, Mr. Stevenson resigned in lieu of termination and
signed a settlement agreement. Mr. Stevenson did not voluntarily resign

1 without good cause pursuant to RCW 50.20.050. This is confirmed by
2 reviewing his settlement agreement and Evergreen School District and ESD
3 112 emails on the topic. (See Exhibit 6D). Additionally, the documents
4 demonstrate through viewing Exhibit 6A, 6B and 6C, that Jenae Gomes
5 prepared the original draft of the Settlement Agreement and then provided it
6 to Jason Mc Kay from the Stevens Clay law firm for review and edits. An
7 edited copy was then provided to Danny Stevenson's union Representative.
8 It is clear that the law firm of Stevens Clay was involved in Danny
9 Stevenson's termination of employment. (See Exhibits # 6A,6B, 6C)

10 Prior to Danny Stevenson's resignation, he had years of excellent
11 evaluations, right up to three plus months from his resignation in lieu of
12 termination. (See Exhibit #2 pages BS 28 to 36.) Exhibit 2 contains true and
13 accurate copies of evaluations of Danny Stevenson while he was employed
14 by the ESD. In summary, Danny Stevenson was not and is not a "disgruntled
15 employee" in line with the narrative that is anticipated from the ESD. Danny
16 Stevenson was a person who was trying to engage in the legitimate aspect
17 of his employment to verify that the practice of paying additional monies to
18 salaried employees for performing duties those employees were already
19 being paid to perform was contrary to normal practices. (See Exhibit #3).
20 Danny Stevenson attempted to contact an ESD school board member to
21 inform the school board member that of the concerns. (See Exhibit #3).

22 **6. Tony Miles:**

23 On October 10, 2025, Mt. View High School Assistant Principal (A.P.) Tony Miles.
24 A.P. Mr. Miles provided documents to the ESD on October 10, 2025, and again on
25 October 11, 2025, provided written statements relating to the appellate proceeding.
26 The ESD board, interim Superintendent Moloney, Garrett Williams, Jenae Gomes
27 and Tracy Thompson were also provided a verbal and written statement at the
28 meeting in person. A.P. Tony Miles filed a complaint that occurred over a periof of
years prior to October 10, 2024, relating to Jenae Gomes retaliatory activities. I
became aware of A.P. Tony Miles complaints prior to the October 10, 2024,
appellate proceeding. I asked Tony Miles to come and address the ESD board as it
appeared he was experienced in his knowledge of these retaliatory activities.

I don't work in the same building as Tony Miles and I don't recall ever having been
in the same building as Tony Miles. At my Level Two-Appeal before the Evergreen
School District Board of Directors Tony Miles was called as a live witness in his

capacity as former EAA president and the current EAA secretary. Prior to appearing at the Level Two-Appeal proceeding before the Evergreen Board of Directors, Tony Miles sent an email to Evergreen Board of Directors and the Evergreen Interim Superintendent, Christine Moloney. (See Exhibit #8.)

Specifically, on October 10, 2024, Mr. Miles sent an email the Evergreen School Board (ESD) Board of Directors president, Rob Perkins, and the other four Board of Directors members, Julie Bocanegra, Ginny, Gronwoldt, Jacqueline. Weatherspoon, Gary Wilson, and he Cc'd Interim Superintendent Christine Moloney. (Exhibit #8.) A true and accurate copy of the emailed statement that he emailed is attached to this declaration as (Exhibit #8.) On October 11, 2024, Tony Miles followed up with a request from Gary Wilson and responded by email. A true and accurate copy of the email is also included within (Exhibit # 8).

7. On October 10, 2024, Tony Miles appeared at the Evergreen School District Administrative Service Center. He was initially kept in a physical location away from where the School Board Level Two-Appeal proceeding was being conducted. When Mr. Miles was called in to share his statement to the ESD Board of Directors, he was escorted to the interim superintendent's office conference room where the proceedings were being held.
8. When he was called in to provide my statement to the ESD Board of Directors he was escorted up to the interim superintendent's office conference room, where the proceeding was being held. It is my recollection that those present at the proceedings were the following individuals:
 - a. Rob Perkins, President of the Evergreen School Board of Directors,
 - b. Julie Bocanegra, member of the Evergreen School Board of Directors,
 - c. Ginny Gronwoldt, member of the Evergreen School Board of Directors,
 - d. Jacqueline Weatherspoon, member of the Evergreen School Board of Directors,
 - e. Gary Wilson, member of the Evergreen School Board of Directors,
 - f. Christine Moloney, Interim Superintendent,
 - g. Jenae Gomes, Chief Operations Officer,
 - h. Tracy Thompson, Senior Director of Human Resources,
 - i. Garrett Williams, attorney for the Evergreen School District,
 - j. Adam Aguilera, teacher, (myself)
9. Prior to appearing at the proceeding in his capacity as Evergreen Administrators Association (EAA) Secretary on October 10, 2024, it is my recollection that he was

not informed by anyone that C.O.O. Jenae Gomes, S.D.H.R. Tracey Thompson, or Garrett Williams would be present.

10. On October 10, 2024, it is my recollection in summary that Tony Miles read the substance of the content of what is attached as Exhibit A, the email he sent to ESD Board of Directors and the ESD interim superintendent on October 10, 2024. It is my recollection that all those present could hear A.P. / EAA Secretary Tony Miles and all those present appeared to understand what he had to say. When I indicate that those present "appeared to understand" I don't recall anyone indicating to Tony Miles that they did not understand the content of his statement.

11. It is my understanding that the information provided by Tony Miles in his capacity as the EAA secretary, to the ESD Board of Directors was accurate based upon my understanding of the content.

Additionally, I currently have received no new information that I am aware of that would require me to change the content of the statement I provided related to my declaration as to the Level 2 Appeal proceeding held in interim superintendent Christine Moloney's conference room on October 10, 2024.

12. Camille Lowman:

Camille Lowman is an Evergreen High School Parent who had been and is an education advocate supporting accountability from Evergreen School District Administrators.

Ms. Lowman had engaged in research relating to the practice of paying salaried contract employees bonus payments through Supplemental Contracts in school districts in Washington and in the region

Ms. Lowman provided the ESB Board, the Interim Superintendent and Mr. Garrett Williams with information on her research as to the practice of using Supplemental Contracts to pay employees additional money during bargaining. Ms. Lowman indicated that she was unable to locate any district that had engaged in the same process in comparison to the one done on September 4, 2023, as between C.O.O. Gomes and Superintendent John Boyd. In summary, payment through Supplemental Contract, by payment at the end of the contracted period, to pay salaried employees an hourly rate in addition to their salary. Ms. Lowman indicated that she did locate two other districts who paid additional monies for

1 bargaining, but that the circumstances were distinguishable on a number of
2 factors.

3 In summary, Ms. Lowman indicated that no other school districts contacted had
4 engaged in a payment process utilizing Supplemental Contracts in the manner
5 they were used to disseminate over \$30,000 in payments for the four
6 Supplemental Contracts.

- 7 13. After the appellate proceeding held on October 10, 2024, I spent additional time
8 looking at the issue of overtime payment for salaried workers in the State of
9 Washington. I located information that was helpful on the Municipal Research
10 and Services Center (MRSC) website. MRSC is a nonprofit organization that
11 assists and trains the employees of local governments across the State of
12 Washington to better serve their communities by providing legal and policy
13 guidance on any topics. Researching the topic of overtime for salaried
14 employees, I located information at the following link: [https://mrsc.org/explore-](https://mrsc.org/explore-topics/personnel/compensation/overtime-and-comp-time)
15 [topics/personnel/compensation/overtime-and-comp-time](https://mrsc.org/explore-topics/personnel/compensation/overtime-and-comp-time) .

16 The MRSC section indicated in summary that overtime pay is only available to
17 "nonexempt" employees – employees who are not exempt from the overtime
18 requirements of federal and state law. Most local government employees are
19 nonexempt, meaning they are eligible for overtime pay.

20 Some employees are exempt from overtime. Employees exempt from the FLSA
21 and the Minimum Wage Act are not entitled to overtime pay. For local
22 governments, employees are only exempt from the provisions of the FLSA if they
23 meet all three of the following criteria:

- 24 1. Work in executive, administrative, professional, or computer professional
25 occupations (referred to as "white-collar" exemptions);
- 26 2. Satisfy a "salary basis" test, meaning they are paid the same amount per
27 week regardless of the number of hours worked (with an exception for
28 computer professionals who may be paid hourly) and exceed the minimum
salary thresholds in federal or state law (whichever is higher, currently the
state thresholds); and
3. Satisfy a "job duties" test under the appropriate occupation category.
The state salary and the hourly computer wage thresholds will
automatically be adjusted each year on September 30, taking effect the
following January 1. The adjustments are based on a multiplier of the state

1 minimum wage (see WAC 296-128-545 and WAC 296-128-535), which in
2 turn is indexed to the Consumer Price Index.

3 These annual adjustments will affect employees' classification as exempt or
4 nonexempt and employers need to review the updated thresholds each year to
5 determine whether any employees need to be reclassified as nonexempt.
6 I attached a salary schedule as exhibit #12.

7 It would appear from the test above and that Jenae Gomes meets the definition of
8 an exempt employee and is not entitled to overtime pay.

9 14. I have spent a significant amount of time and effort in the construction of this
10 declaration. This declaration is based upon information I have witnessed and also
11 included documents in support of my observations. As indicated in the body of
12 this declaration, the exhibits 1,2,3,4,5,6A,6B,6C,6D,7,8,9,10, 11 and 12 are true
13 and accurate copies of the document provided. I have made this declaration
14 freely and voluntarily.

15 I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY AND THE LAWS OF
16 THE STATE OF WASHINGTON THAT THE FOREGOING STATEMENT IS TRUE
17 AND CORRECT.

18 DATED this 2nd day of December 2025.

19 

20 Adam Aguilera
21 Signed in Clark County,
22 in the State of Washington
23
24
25
26
27
28



Vancouver Police Department

Report Number 2025-017448 - Supplement - 10 Report

REPORT DATE / TIME Jan 14, 2026 14:26	EVENT START DATE / TIME - EVENT END DATE / TIME Sep 2, 2025 14:58	REPORT WRITER Jay Alie #1205
SUPPLEMENT TYPE Other - Clarification		

NARRATIVE**Synopsis**

This supp clarifies a detail related to my conversation with Jacqueline Weatherspoon.

Narrative

On 1/14/26, I received a call from Evergreen School Board chairwoman Jacqueline Weatherspoon. I had previously spoken with Weatherspoon as reported in Supp 2.

Weatherspoon advised that persons associated with this complaint presented at a public comment section of a school board meeting on 1/13. She told me she was reading through my VPD report and wanted to clarify how I represented something she said. The comment is in its original state in Supp 2, in the paragraph starting, "On Thursday, 10/9/25, I spoke with" (Weatherspoon). In the third sentence, I wrote "She said this incident occurred prior to her time on the board....."

In our original conversation, Weatherspoon had given me some background information on events that she suspected flavored the public perception and opinions towards Jenae Gomes. Some of those are referred to in the next paragraph of that supplemental report. That narrative led into our discussion of the events specific to this investigation, themselves having occurred in 2023.

Weatherspoon advised that she started on the school board in 2022 and was on the board at the time of the contracts in question. She said the other preceding events we discussed in that conversation were the incidents that occurred prior to her time on the board.

This detail, inconsequential to the pertinent facts, is corrected.

On 1/13/25, I received a call from Alan Harvey regarding additional declarations submitted by Lowman in December. I had not seen these declarations and discovered the email to me containing them had been intercepted by the City email system in a quarantine folder. Cmdr Olson advised me that he had already previously received those same declarations and attached them in a supplemental report.

Attachments

None

Recommendation

Attach to case.

This report was generated in Mark43 and the e-signature was affixed using the undersigned officer's unique login and password. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge and belief.

ELECTRONICALLY SIGNED Jay Alie	DATE 01/14/2026	PLACE Vancouver Police Department, WA
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REPORTING OFFICER SIGNATURE / DATE Jay Alie #1205 Jan 14, 2026 14:56 (e-signature)	SUPERVISOR SIGNATURE / DATE Paul Benton #1541 Jan 14, 2026 15:54 (e-signature)
PRINT NAME Jay Alie #1205	PRINT NAME Paul Benton #1541