

Report Number 2025-017448 - Supplement - 2 Report

REPORT DATE / TIME	EVENT START DATE / TIME - EVENT END DATE / TIME	REPORT WRITER
Oct 9, 2025 16:37	Sep 2, 2025 00:00	Jay Alie #1205
SUPPLEMENT TYPE		
Patrol Supplemental		

NARRATIVE

Synopsis

Follow up on initial complaint. Initial responses and review are that this concern was brought up to the school board at the time it occurred and they decided no violations of procedures and practices in place at that time were supported. The district reports these specific contracts were offered for review in the 23-24 state audit and that report found no meaningful diversions from accepted procedures. An attorney working with the complainants contends any scrutiny by the district lacks documentation and sufficiency of scope, including the specific details listed in the originally offered documents.

The timing of this complaint, for an incident that occurred in 2023, was publicly reported in the local paper and survived an auditor's report in 2024, and, despite three other persons receiving payment for similar work, directed only at the specific school district employee negotiator involved in a contentious strike at the time of the complaint, followed by public postings repeatedly referring to this as a police investigation, felony crime, with potential prison sentence, suggest a concerted effort to exert influence on what was an active negotiation between striking classified employees and the district at that time. The complainant's representative offered that the complete details impacting the complaint only became known in this timeline, in part due to the increased attention created by the then active labor negotiations.

Narrative

In early September, 2025 was made aware of this initial complaint that came in through the East Precinct PST desk. I reviewed Off. Bauman's initial report and the accompanying documents. At the time of this complaint, the Evergreen School District Classified staff union (SEIU Local 1948, representing a reported 1400 paraeducators, bus drivers, security, and maintenance staff) and the District were in active contract negotiations and the union was on strike, delaying the start of the school year. The strike began on Tuesday, August 26th, and was eventually settled on Monday, September 15th.

The manner in which this complaint was presented is odd. Off. Bauman said Kendall Thiemann brought in a packet of documents to East Precinct but he would not answer any questions about the case beyond saying everything would be in the documentation. Thiemann referenced RCW 40.16.020 telling Off. Bauman he was reporting Violation of Public Trust by an Officer. Thiemann's packet included an email to Sgt. Devlin, who said he was approached by Thiemann, who he has a casual and tangential social knowledge of, who talked about this issue but not with enough detail, in that circumstance, for Sgt. Devlin to ascertain much about the specifics of the complaint.

The RCW Thiemann referenced pertains to damage, destruction, and falsification of records and fraudulent appropriation of funds by a public official.

I reviewed the documents attached to the initial report. For the most part, Off. Bauman's report was just a restatement of some of the points brought up in Thiemann's provided documents and two phone interviews with Angie Bunda and Camille Lowman, two other contributors of the original documents.

Kendall Thiemann, who I understand is an employee of the Evergreen School District, emailed Sgt. Devlin, misidentifying him as the Major Crimes Unit supervisor. The email references several attachments, including what he repeatedly refers to as a "record" "that he offers "contains false information by a public officer" and "is principal evidence of the violation of RCW 40.16.020." This record was reportedly acquired from Evergreen School District through a public records request.

The "record" in question is a supplemental contract dated 9/5/2023 authorizing a payment of \$13,980 to Jenae Gomes, who was both then, in 2023, and now, during the current contract negotiations in 2025, the Chief Operating Officer of Evergreen School District. The contract shows this money was paid to Gomes for being the bargaining lead for the district between the dates of 8/1/2023 and 9/5/2023. It is signed in the name of John Boyd, listed as Secretary, Board of Directors, and Jenae Gomes. The contract contains budget codes and all other apparent necessary information and is stamped as received by the payroll department on 9/5/23.

The attachments include a letter headed with "The Desk of Kendall Thiemann". The tone and nature of this letter is interesting. It's addressed to Sgt Devlin, who on the date of this letter and span of this reporting, is the supervisor of the Crime Reduction Unit. The letter, however, comments on Sgt Devlin's "...range of experience...time as a Detective...being the Sgt. in charge of the Major Crimes

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Unit." In general, the letter reads as overly verbose with the inclusion of details that appear intended to create an air of unnecessary gravity. (Paired with Thiemann's initial refusal to answer any actual questions from Off. Bauman, my impression is that some time and consideration was put into constructing this letter for a chosen impression that the presenter felt uncomfortable supporting in person.)

The letter goes on to say, "Recently, there has been a great deal of documents that have been circulating about an event that occurred on September 4, 2023, by two people who fit the definition of public officers under RCW 40.16.020 and who clearly appear to have violated RCW 40.16.020 in their capacity as officers on that date and/or on September 5th, 2023."

Then another paragraph, "It also appears that this crime would have been committed in the City of Vancouver, due to the location listed on the face of the document as the location of the Evergreen School District's Administrative Service Center (ASC) is in the City of Vancouver. As this crime appears to have been committed in the City of Vancouver, within the jurisdiction of the Vancouver Police Department. I am reaching out to you to report the crime (and/or crimes) and to ask that it be fully investigated."

The letter goes on to list what items are attached and a listing of the statute, and then "Nine facts that would be uncontested on August 1, 2023, September 5, 2023, and/or September 12, 2023:"

The list includes references to items listed on the supplemental contract. The first "fact" listed is that Jenae Gomes is not a "certificated employee..." This is a reference to the first paragraph of the contract that notes that "This compensation is to be paid in addition to the compensation provided under any Individual Certificated Employee Contract...."

This reference in the contract does not appear to be intended to indicate the contract is only for Certificated Employees, but that any pay as a result of this contract to a Certificated Employee is "in addition to the compensation provided under any" such contract. The second paragraph of the contract notes, "The supplemental compensation stipulated herein is paid on the basis of certificated employee salary schedules **OR** (emphasis added by me) provisions for special and extended service payments adopted and approved by the Board of Directors."

The second "fact" is that Gomes is an "officer" under RCW 40.16.020". This statement goes into details that, at the time, Gomes was the "Chief Operations **Officer**" (emphasis is as it exists in the document) and that she was scheduled to be paid \$253,963 for that job. The paragraph includes several legal references that are repetitive, unnecessary, and read as intended to create importance to a point already made.

The third offered "fact" is that Gomes "....agreed....to perform her **assigned duties**, which included that she would as one of her **"Essential Functions"** (See: the attached .pdf 2023 to 2024 J. Gomes contract.)

The list contains a variety of offered statements, which I'll pare down to those that appear essential to this complaint:

"a. Serve as the District's **chief negotiator with all collective bargaining**; (See: the attached .pdf J. Gomes Job Description.)"

"d. And that her work times "may exceed 5 8-hour days per week based on need""

i.(Essentially that Gomes supervises the HR Department and this department "maintained and generated" the contract in question.)

"j. COO Jenae Gomes agreed under her 1 year employment contract to do all of the above duties (and others) under the following terms /conditions:"

This section also contains language that can be boiled down to the pertinent issue, "Employee's typical work week will consist of five (5) eight-hour days, **although Employee may be required to work more based on need.**"

Fact 4 says the school district was closed during the days of this supplemental contract due to a teacher's union strike.

Fact 8 offers that the school district board did not approve any special or extended service payments for a bargaining lead or any supplemental payments specifically to Gomes.

The letter continues to offer and repeat Thiemann's analysis of why and where he believes the contract and payments were violations. The main contention being that Gomes' payment did not fit the listed provisions that payments be made on the basis of the certificated employee schedule or by special and extended payments adopted and approved by the Board. The letter references language that the contract is "made pursuant to RCW 28A.405.240", the language of which is in reference to certificated employees.

Thiemann included the language of the contract that states, in part, "By signing this contract, the employee named herein, and the Board of Directors of Evergreen No. 114 agree to its terms." The contract is signed by John Boyd, the Secretary of the Board of Directors, which, considering the language of the contract, would suggest that Fact 8 offered by Thiemann is contested.

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Thiemann's letter lists "Facts and Conclusions as to material misrepresentations or false information in the 'supplemental contract'". The "facts and conclusions" are the same as the other pages of this letter, that Thiemann believes the contract only applies to certificated employees and that it wasn't approved by the Board of Directors. He further offers that it is "nonsensical" that Gomes would get paid in addition to her regular contract because it was her stated job to handle all collective bargaining negotiations.

Thiemann offers as "Conclusion 1: RCW 40.16.020 was violated by COO Jenae Gomes" because she was an "officer" who submitted a "falsified" "record".

He offered "Alternative violations of RCW 40.16.020" indicating, essentially that it was her stated job to handle negotiations and her contract specified she might work extended hours. He offers that it's additionally a potential violation that the extended contract was generated from a department she supervises.

"Conclusion #2 (alternate)" is the same as the first and second already offered; that Gomes "fraudulently appropriated money..." for a job she was already contracted to do.

As an example of the type of language and writing style used throughout this document, Thiemann offered the following conclusion thusly:

"Based upon the facts and analysis supporting Conclusion #1 above, it is important to incorporate those facts by reference here to be considered. Additionally, it appears that COO Ms. Gomes used a factually false mechanism, the "supplemental contract", in her capacity as COO to **fraudulently appropriate money entrusted to her by virtue of her office to perform tasks she was already being paid to perform**. The use of the TIMLV Timesheet Leave/supplemental contract to facilitate her to be paid twice for work is akin to timecard fraud. This is separate and distinct from the violation set out above at Conclusion #1. It is important to distinguish the first violation conclusion set out above, which merely requires that she caused false information to be in a "record", i.e. her supplemental contract.

This second/alternative violation of RCW 40.16.020 is based upon the fact that Ms. Gomes engaged not only in using a document which contained materially false statements, but that COO Jenae Gomes used the false statements in the "supplemental contract" to fraudulently appropriate funds for herself, through the mechanism of the "supplemental contract" which included a payment mechanism which neither relied on "certificated employee salary schedules under RCW 28A.405.240" nor any known record that exists where the ESD Board of Directors approved or adopted any provisions for special and extended service payments for a "bargaining lead".

The letter goes on to state it is a "request for investigation and referral for charging". It offers, "it is believed this is a crime of corruption committed in violation of the public trust" and that "RCW 40.16.020 is not a statute where there is a defense of ignorance of the law that is to be considered. RCW 40.16.020 is violated regardless of what Mr Boyd (The Board of Directors Secretary who signed the contract) knew, thought, or authorized."

The letter offers, "the victim of the crime here are the people who live in the City of Vancouver, in Clark County, Washington."

On page 10 of this extremely repetitive document, Thiemann noted, "...I am concerned about the future referral to the Clark County Prosecuting Attorney's office given what appears to be a conflict." He goes on to suggest that Rachel Rogers, of the PA's office, who resigned from the Evergreen School Board in 2022 and who he relates has relationships with current members, approved of John Boyd's appointment and worked closely with Jenae Gomes, would create a conflict of interest. He wrote, "There is great concern that given these issues and others that the Clark County Prosecuting Attorney's office would not be capable of reviewing this important matter of public corruption fairly without the specter of entanglements."

Thiemann also offered that he understands the person who first brought this issue forward was "forced from their employment" and he has concerns for potential retaliation.

Included in Thiemann's packet was a set of "Declarations".

One of those is from **Angie Bunda**. I understand that Bunda is a self professed advocate for issues related to the Evergreen Schools and she maintains a social media profile to this extent. She was described to me as a person anyone who may have an issue with the district can go to for advice and assistance in getting those concerns addressed.

The Declaration, similar to Thiemann's document, is unnecessarily formalized for it's current purpose. For example, it starts with "I am over the age of eighteen (18) and competent to testify to the facts set forth herein and make this declaration upon personal knowledge."

Her statement raises all the same concerns regarding Gomes' supplemental contract in 2023. Some of the points reference her efforts to collect information on that question and that she has "not been able to locate any known record where the Evergreen School District

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Board of Directors approved or adopted or set provisions for special or extended service payments..." Though the declaration references events from 2023, it is signed, "I certify and declare under penalty of perjury and the laws of the state of Washington that the foregoing statement is true and correct." and dated "1st day of September 2022."

Bunda's statement includes a copy of the 2023 Gomes supplemental contract in question.

Another Declaration, in the same formal format, was included from **Camille Lowman**. Lowman and Bunda's declarations are exactly the same, except for item #4, which covers the same information, just with a few more words in Bunda's version. The rest of the documents are word for word the same, including the erroneous date above the signature line.

On 9/10/25, I received an email from **Jenae Gomes** advising she was aware that there was a police report made and that she'd spoken with Off. Bauman on 9/9/25 and was told I would be investigating this further. Gomes attached a PDF titled "Complaint from Community Member".

I advised Gomes that I had reviewed the initial documents given to Off. Bauman and I had emailed the district for a response. I advised her that the complaint was about the 2023 supplemental contract and this appeared to be something the district had already reviewed and contended to have no merit.

I advised Gomes to wait to give any kind of statement until I had gathered all the information, particularly as to whether this was an issue already reported, reviewed, and decided on. I noted that, in my first reading of the material, I did not believe the complainant was interpreting the contract correctly and I wasn't seeing a valid criminal complaint.

I noted that this was an allegation from 2023, the facts and evidence of which were expected to be public documents and readily available, unlikely to disappear, and this was not an emergent or mysterious complaint raising its priority above criminal cases I was actively working. I advised this investigation could go into the following week.

I was aware that there were social media posts and other references being made immediately after Thiemann's delivery of his statements that kept referring to this as a "VPD investigation" and specifically making references to this being a "class B felony" and offering the original informational report as proof of an investigation. The allegations of a crime were being offered in a set of documents from a citizen who opted not to answer any questions from the initial officer. The Vancouver Police, at that time the initial report was made, had very limited assessment of the documents offered or much in terms of direct interview of the complainant or witnesses.

In the interim, I continued to work pressing cases I was already assigned to and, in this time, the school strike resolved. I was alerted that I would receive an email from the EPS legal representative regarding their knowledge and follow up on these complaints.

I emailed Gomes on 10/7/25 advising Gomes that I had received an initial response from the district indicating this complaint had already been reviewed with no improprieties found. I advised I was awaiting supporting documentation.

On 10/8/25, Gomes emailed asking if I had seen the response from Garret Williams, the district's legal counsel. I had not and requested that response be resent.

On 10/6/25, Commander Whitney turned in an interdepartmental envelope dated 10/1/25 that came addressed to him from the PA's office. Cmdr Whitney said this envelope come to his mailbox at east with no other indication of who had sent the items to him. He contacted the PA's office to find out why he was receiving these and was told that they had no record of this case number in their system. He gave the documents to PST Bellamy to attach to the VPD report. Sgt. Libbey later checked the ePros system and this case did show as having been received.

(There have been a variety of semantic references in the language used by the complainants in their communication about this case, particularly with regard to this case being "referred" for charging. Off. Bauman's initial information report does mention, "This report should be forwarded to the Superior Court Prosecutor for review and possible charging of the above listed RCW." and "Forward to Superior Court Prosecutor's office for review." That report was not a sufficient investigation for prosecutorial review and it would be highly unlikely this report would be considered for review of charging with just that information. It is also very unlikely a PA would review the case while there are open reports, like this one. I later spoke with former prosecutor Alan Harvey, who is working with the complainants and has experience with how the Clark Co PA Office and Vancouver Police operate with regard to work flow, and the question of whether or not the case had been "referred" and was "being reviewed" was an oddly important point of contention. Odd in that he knew, at the time of that conversation, that I was trying to contact Thieman for an interview, indicating this case was still being worked, and he surely recognized the limited condition of the original report for any prosecutorial consideration.)

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I reviewed the documents received by Cmdr Whitney, as attached to PST Bellamy's supplemental. The documents are a copy of the Gomes supplemental contract, a copy of Off. Bauman's info report, and more declarations.

The first declaration is from **Kyle Young**, described as a parent of a student. This declaration, in section 2, says, "I became aware that Evergreen School District Chief Operations Officer (COO) Jenae Gomes, on or about September 4, 2023, signed a Supplemental Contract. Through reading the Vancouver police report attached to this document and the September Supplemental Contract which is also attached to this document as a parent in the Evergreen School District and taxpayer I have set out concerns about what appears to be a crime of public trust by a public officer relating to RCW 40.16.020. I have set these concerns out in the below Declaration." This declaration is signed 9/21/25.

It continues, "It appears that the allegations set out in the attached police report are that... (Jenae Gomes)....violated the law.....when she created/signed a record, the September 4, 2023 Supplemental Contract, and this record contains false information."

It continues, "It appears from the police report that the allegation is that ...(Gomes)..." and it goes on to reiterate the basic complaint.

The VPD report, as attached, is a general information report and contains no allegations made by the police department. The only allegations in that report are made by Thiemann and repeated, in the same specific language, by the witnessed who signed what read as canned statements. This feature, the repeated offering of the original VPD information report and implications that the Vancouver Police are presenting evidence of a crime, in these declarations and on social media, appear to be specifically intended to create a response. (See discussion of social media posts below specifically questioning why Gomes isn't on administrative leave or removed from the negotiation team because of these allegations.)

This declaration goes on to list out the same points Thiemann offered, in much the same manner. This declaration tries to further allege wrongdoing because Gomes got paid by the payroll department, which she supervises. It also says, "She was paid through an unknown mechanism which it appears was never previously approved by the school board."

It continues, "From looking over the current police report from Vancouver Police Department Officer Andrea Baumann, Officer Baumann interviewed two parents who had already provided signed declarations." It goes on to reiterate the claims in those statements that those persons hadn't been able to find any record this contract had been approved.

This declaration then goes on to describe how this issue should be investigated by the police and, "It was set out on a face book page that the criminal allegations as to COO Jenae Gomes are related to a crime of public trust."

This declaration goes on to compare this case to the recent case of Attorney Josephine Townsend, suggesting that Townsend had been committing acts of dishonesty for 25 years and Gomes has a similar reputation. (This interesting juxtaposition will be illuminated later, in discussion of social media posts.)

A second declaration was offered from **Corrie Young**, in the same format as the Kyle Young document. This document is word for word exactly the same as Kyle Young's.

Another similar declaration is offered by **Malia Silverthorne**. This declaration is only different because Silverthorne's name is typed and the document is dated, at the top, as 9/22/25. It is not specifically dated at the bottom.

Another declaration lists the name **Rachael Campbell**, dated 9/22/25 and contains the exact same language. The same for Kathryn Fertick and Nicholas Gates. On the Gates declaration, the original copy got diagonal on the copier somewhere along the line of hands these went through. The same issue with the same declaration by Angela Gates. Another completed copied declaration was signed by Jeff Zhao and Rebecca Goldman.

What is clear from these documents is that they were written by the same original source. The way the documents are written is clearly intended to make it appear the Vancouver Police have initiated an investigation and allegations against Gomes. The documents further attempt to attribute a criminal nature to Gomes' situation by trying to compare it to the adjudicated case of attorney Josephine Townsend, a case that has nothing to do with the current allegations. It is also apparent that the contributors of these declarations are attempting to amplify their impact by multiple persons offering the exact same information.

I made inquiries with the ESD School Board and superintendent's office.

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On Thursday, 10/9/25, I spoke by phone with **Jacqueline Weatherspoon**, the Chair of the Evergreen School Board. Weatherspoon advised that this issue has already been brought up to the school board and nothing illegal was found to have occurred. She said this incident occurred prior to her time on the board but she was aware of it. At the time, the superintendent John Boyd (who signed the EDC in question) reportedly had authorization and had a practice of doling out such extra duty contracts.

Weatherspoon said Gomes has been with the district 8-9 years and described her as being a center of attention for a variety of complaints, particularly related to contract negotiations. She said various entities have tried to have Gomes removed from the bargaining process. Weatherspoon mentioned, without offering any details, that Gomes and a prior superintendent had an issue between them and the superintendent left. Her understanding was that persons loyal to that superintendent are at odds with Gomes.

Weatherspoon forwarded an email from Angie Bunda, one of the persons who offered an 'affidavit' on this complaint, that was sent to Weatherspoon, the superintendent (Christine Moloney) and other board members on 10/10/25. The email asks why the board hasn't "acknowledged or acted on the information given about an EPS employee's police report currently pending charges with the Clark County Prosecuting Attorney's office for an alleged Class B felony." The email continues with the suggestive implication, "It is really concerning to think that this is not being taken seriously, and what people may be thinking about the leadership in our district..Especially with 2 of you running for re-election next month."

The email references that Gomes is still acting in her normal capacity and that another employee, Danny Orrantia (Evergreen HS principal), apparently "listed in a tort claim", who is also on the district's negotiating team, is also still allowed to work in that capacity.

A later paragraph notes, "I am asking you to please consider the future cost of the choices you are making...."

A copy of the above described tort claim was attached to the email sent to me. This document was offered as a perspective of both Thiemann's complaints and the district's responses. In the tort documents, Kendall Thiemann is the listed Claimant on that document signed on 6/12/25. The claim asks for \$4.5 million in damages and references a police report attached. The bases of that claim are in relation to concerns raised by Thiemann in connection to a 2006 Arizona police report involving Orrantia at a school he previously worked at, a safety concern regarding a 2023 shooting incident at school, an evaluation process, and the subsequent reaction towards Thiemann for raising such concerns. (The tort doc is approximately 170 pages. The above is a very brief characterization.)

The document details a variety of instances, complaints, responses, and other offerings that cover the time period in 2023 when the contested contract was signed. The timeline doesn't mention this contract. It does, however, reflect that Thiemann was put on administrative leave in the fall of 2023 by Gomes for what appeared to be an allegation of using district electronics to engage in union activities, though the specific reason is not clear. There is a reference that the discipline initially handed down for that was rescinded, and then a contention that a record of the discipline remains in his personnel file. It also references a negative performance review offered to be retaliation for concerns he expressed over safety and effective communication of student IEP's. The document bounces between third and first person references to Thiemann.

I reviewed an email forwarded to me by Jenae Gomes that was sent from the email of Cassandra Muhly-Hempel () on 9/9/25. The email was widely distributed via cc to SAFS (School Apportionment Financial Systems - an accounting arm of the WA Office of Superintendent of Public Instruction), various news stations and newspapers, and members of the Evergreen School Board. The title was "VPD Report about Evergreen School District Personnel - In Relation to District Finances". The email had an attached PDF that I suspect was the VPD original report.

I emailed Cassandra Muhly-Hempel at the email listed requesting an interview.

The writer of this email introduces herself as an Evergreen Schools parent and Special Education teacher who subs in the district. The second paragraph reads in part, "I am concerned about the lack of movement made by Evergreen School District regarding an urgent personnel matter. Members of the ESD community have recently learned about a Vancouver Police Department report on conduct of Jenae Gomes...."

The "VPD report" attached is Kendall Thiemann's set of affidavits, documented in the General Information report completed by the receiver, Off. Bauman. The email seems to repeatedly reference the "VPD report" in a manner to imply the police department has independently initiated an investigation. The repeated references to the "VPD report" seem to be an intentional effort to try to legitimize and use Vancouver Police's authority to lend credibility to the complaint authored by Thiemann. This "urgent personnel matter", the issue of the use of supplemental contracts to pay negotiators in 2023 has been well known to the Evergreen School Board and community since at least March, 2024, when it was reported in the Columbian.

The author of the email wrote, "My understanding is that our school board and our superintendent have also seen the report, but they have not made a public comment about the report...." and, "There are multiple points that I find very distressing. Our district's PSE union is currently on strike, and Ms. Gomes is the chief negotiator. Many of the allegations from the VPD report occurred during the 2023

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strike.....We have heard nothing from anyone at the district level or the superintendent, and Ms. Gomes has not been put on administrative leave pending an internal investigation."

The email lists "excerpts from the attached report the the (sic) VPD...." then goes directly on to use quotation marks for statements that are solely attributable to Thiemann's complaint and not any part of VPD work product. The way this is presented, however, implies that these quoted statements are Vancouver Police investigative work product. Included in those quotes is "Facts and Conclusions as to material misrepresentations of false information in the "supplemental contract"...." and then goes on to list Thiemann's self produced interpretation.

The timing of this email, dated 9/9/25, coincides with active negotiations between the classified employee union and the district, particularly involving Gomes. A contract was agreed to on 9/11.

I received an email from **Garrett Williams**, the district's legal representative, sent on 9/8/25. The email opens with the observation, "The letter and police report at issue appear plainly designed to damage Ms. Gomes' reputation and career, and to pressure the District to remove her from her role as bargaining lead during a contentious strike."

Williams advised the District became aware of the "letter" after the union president, Mindy Troffer-Cooper posted in online. The email notices that, in the original incident, there were three other employees similarly compensated, but this effort only targets Gomes.

Williams noted that each of the contracts were approved by the superintendent and school board, and that a group that included Angie Bunda (one of the affidavit presenters included in Thiemann's group of letters) requested and received copies of those contracts at that time. The parent group alleged the contracts were illegal at that time and the district, clearly, disagreed.

Williams said the State Auditor reviewed the district's financial practices and did not find the bargaining stipends/supplemental contracts to be violations. I requesting any supporting documentation available regarding this audit.

Williams included images of some posters being placed around campus and other public areas that specifically target Jenae Gomes and other members of the bargaining team. I reviewed the posters. One was made up to appear to be a Wanted Poster, saying, "Wanted Chief Operations Officer, Jenae "Juicae" Gomes, with a large image of Gomes, and three listed complaints: that she's been "responsible" for three labor strikes since 2018, paid \$275,000 to cut student funding, retaliate against staff, and has no educator background, and that she "personally enriches herself with taxpayer dollars by receiving a \$14,000 bargaining bonus during the 2023 strike". The flier encourages readers to "report her to Evergreen School Board" and lists "Reward: Evergreen Students start first day of school".

The second poster is torn but is clearly a reference to Thiemann's complaints about Danny Orrantia and his part in a 2006 case from his prior employment in Arizona. The title of the document is "Justice for Megan", a then teenage victim of sex assault by a school employee in Arizona who was arrested and prosecuted for those crimes. Orrantia was not charged with any crimes in that case and, even according to Thiemann's reporting of the incident from records he obtained from the original agency, his potential involvement was having been made aware of texts from the staffer to the student prior to the assault.

Williams provided the 2023-24 fiscal year audit document. The document references, on page 4, that the auditor specifically reviewed "Compliance with supplemental contracts for enrichment activities". He emailed that the four supplemental contracts issued to the administrators for the 2023 labor strike were included in the specific samples reviewed by the auditor's office. In the first two paragraphs of page 4, the auditor's report says, "....District operations complied, in all material respects, with the applicable state laws, regulations, and it's own policies and provided adequate controls over the safeguarding of public resources.

I went online using open source, publicly available search terms and independently found the **State Auditor's report** on Evergreen School District #114 for the period of 9/1/23-8/31/24, during which the contested contracts were issued.

The report, in Section 1 on the district's financial statements, noted "no deficiencies in the design or operation of internal control over financial reporting...." and "...no deficiencies that we consider to be material weaknesses". In a stand alone sentence on the first page, the report reads, "We noted no instances of noncompliance that were material to the financial statements of the District."

The audit describes it's procedures, statements, intention, and limitations, the most notable of which for the purpose of this police report is that the auditors are reviewing for the existence of and compliance with internal control procedures/controls. The auditor does not test for or comment on the effectiveness of any particular district's controls.

On page 10 of the report, under Auditor's responsibilities, it alerts, "Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute

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assurance..." The report recognizes that there is a higher risk of not detecting noncompliance resulting from fraud due to the potential for collusion, forgery, intentional omissions, misrepresentations or the override of internal control. It further indicates that any such noted noncompliance would be considered a material weakness. It reiterates, on page 11, "...we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses."

The only "adverse" mention in the audit is a reference to the type of accounting practice the district uses, which the report notes is in compliance with Washington State directives and practices outlined in the Accounting Manual for Public School Districts in the State of Washington. The auditor noted that manual "prescribes a financial reporting framework that differs from...." federally employed generally accepted accounting principles. The report lists four technical reporting differences, but throughout the report notes these are not material differences.

The report closes that "...this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations." Page 62 of the report adds, "We work with state agencies, local governments and the public to achieve our vision of increasing trust in government...." and, "...our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds....", and, "...to ensure our work meets the highest possible standards of accuracy, objectivity, and clarity." and, "The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, www.sao.wa.gov." It adds they share this information on the news and through social media.

I reviewed a March 15th, 2024, **Columbian article** about the Gomes extra duty contract issue. It was publicly reported that a group of parents with concerns about how negotiations were handled in 2023 had obtained extra duty contract details on four members of the district's negotiating team. The district's published response in 2024 was that such supplemental contracts are "not uncommon" and the district "routinely issues supplemental contracts for classified, certificated and administrative staff when they work beyond what is reasonably expected under their terms of employment." The district said this supplemental pay to the bargaining team was for work that included early mornings, evenings, weekends, and the Labor Day holiday.

The parent group brought up the same question currently being posed by Thiemann regarding why the contracts were not part of public discussion in board meetings. Camille Lowman is quoted in the article. The Board responded that the superintendent, at that time John Boyd, is authorized to approve supplemental contracts for employees individually.

The Columbian lists Jenae Gomes, Jennifer Jacobson, Tracy Thompson, and Bobbi Hite as persons who received such supplemental pay. The article specifically notes Gomes received the highest amount, \$13,980, because of her additional responsibilities as lead negotiator.

The parent group requested records on all such supplemental contracts back to 2016, which included a 2018 strike/negotiations period. Supplement contracts were not used in this manner by the prior administration group. (Mike Molino was the prior superintendent. He left the district under circumstances that reportedly included, from the interviews I've conducted, issues around how he responded to Gomes after she was resistant to pressure from Molino to consider his then domestic partner for a district job she was not qualified for.) The article says the district reported Molino chose to compensate the bargaining team by allowing them to cashout unused vacation time.

John Boyd was the superintendent during the time period in question and it was reported that he used the supplemental contract process for bargaining team compensation at his prior district and the district's statement in the article advised they opted to do the same in this instance.

The article reported that the teacher's association bargaining team gets a \$500 annual stipend paid through union dues and no other supplemental pay.

The article reported that this issue, the questions brought up by the parent group and the district's response, was covered in a school board meeting.

Through open source, publicly accessible search of social media, CA Farias Pulido provided me with several public posts, such as:

From the facebook account of Angie Bunda:

Dated 8/27, a post saying, in part, "It's time to call out corruption at Evergreen Public Schools and stop being afraid of a certain toxic administrator with a passion for poisoning our systems."

Dated 8/30, this account posted images of the 2023 supplemental contracts for Gomes, Bobbi Hite, Jennifer Jacobson, and Tracy Thompson, followed by a long post about the stall in negotiations between the district and union. The post refers to the contracts as "secret payouts" and alleges the school board and superintendent "will not acknowledge them or look into their legitimacy." The post

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goes on to describe how the union wanted to set up meetings but only if the district's negotiators would sign an agreement that they would "NOT give the district negotiators more supplemental contracts for bonus pay....and the district REFUSED to sign or promise they would not be giving extra pay to their bargaining team."

Dated 9/6/25, "It's all about those big boss bonuses at the expense of families and students...." The post includes a cartoon referencing the bonuses paid during the prior strike. In one slide a character is on the phone saying, "Hello, I need a copy of a police report"

On 9/5, this account made several posts referencing Gomes' salary (without using her name, but the reference is clear) and "still demanding more of our tax dollars in supplemental contracts."

Another post from this date saying, "Now let's discuss supplemental contracts for the district negotiators. I am aware that the negotiators agreed to meet for bargaining this weekend IF there are no stipulations saying they cannot receive supplemental contracts." and, "is there a Big Boss Bonuses account that we don't know about for such extravagances?"

Dated Oct 12, "I think back to the current situation where the Chief Operations Officer, Jenae Gomes, is being investigated by the Vancouver Police Department and the Clark County Prosecuting Attorney for allegedly violating RCW 40.16.020.....If convicted, this is a Class B felony and is punishable by a fine of up to \$5,000 a, up to ten years in prison, or both."

The post goes on to say, "Gomes allegedly engaged in false information regarding the contract..."

A Reddit string with no date, shows images of a post from an account in the name of Angie Bunda saying, "So many people have questioned the supplemental contracts from 2023, and now it looks like it may be a class b felony".

The post includes the image of another post from the account, The EPS Advocate, which I understand is also Angie Bunda. The secondary post has images of the original VPD info report by Off. Bauman, produced in response to the envelope delivered by Thiemann. The post makes the reference, "This report was filed last week and has been referred to the Prosecuting Attorney's office for review." It goes further, "So many people have questioned the supplemental contracts from 2023, and it now appears that RCWs were in fact violated. So the question is what will Evergreen Public Schools leaders do with this information?"

There are several commenters who take up the torch regarding Gomes needing to be held accountable. At least one commenter does make the note, "...filing a complaint with the VPD that is full of your legal conclusions as a private citizen is not the way to pursue it."

I reviewed the publicly accessible facebook account "The EPS Advocate". In the "Intro" section of the page, it reads, "I'm Angie, an Evergreen Public Schools parent...."

On September 10th, this page posted images of the original VPD report. Interestingly, it did not post any of the attached documents offered by Thiemann, which included a declaration by Bunda herself. The post links multiple local news sources.

Another posts shows an email Bunda sent to school board members on 9/29/25 that includes references to the current negotiations. The post makes the thinly veiled implication, "How does the choice to stand behind those who have made a mockery of Dr. Moloney's new 5 mindsets show the integrity of EPS decision makers, and how might this decision to willfully ignore the issues being reported affect the outcome of the upcoming school board elections for Director Bocanegra and Director Gronwoldt?"

The email asks how the board is responding to public comments at board meetings and, "continue to allow the same concerning administrators to run district negotiations. Add on top of that the fact that one administrator, COO Jenae Gomes, is still being investigated with charges pending for a Class B felony...."

On 9/11/25, The EPS Advocate posted an image of a VPD business card with this case number. The post says, in part, "Yesterday I posted a police report of an investigation on Evergreen Public Schools Chief Operating Officer Jenae Gomes for unlawfully taking \$13,980 in taxpayer funds for a 2023 supplemental contract...I noticed in the report that Ms. Gomes did not respond to or try to return the call of the VPD Officer. This question was raised in an email and below is the response..."

The email attached to this post is from Alan Harvey at what appears to be a personal email address. (I believe this to be a reference to Vancouver attorney and former Clark County prosecutor Alan Harvey.) The subject line is "Re: follow up question re: 6 13 2025 Google offset re: Kendall Thiemann's response to Superintendent Moloney Questions on decisions relating to the promotion of the new Sr HR Director"

The email starts, from Harvey, "Thank you for your question. It appears you are asking this question in relation to the attached report and in context to your last questions as to Danny Orrantia," That original question is not part of the email.

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The email reiterates observations from the 2007 Gilbert Arizona PD report regarding the situation Thiemann described in his tort claim.

In the middle of the email, it reads, regarding Off. Bauman's report (which is classified by VPD as a General Information report and lists Gomes as a "subject", a drop down choice of characterization in the VPD reporting system used to indicate a person who any particular report is about whose role isn't otherwise clarified. "Suspect", "witness", "victim", and "mentioned" are other examples of roles available on that list.), "...it appears that there was an attempt to contact the felony suspect, here Evergreen School District COO Jenae Gomes, and Ms. Gomes didn't return the call. As this is a felony investigation where Ms. Gomes is a suspect involving a crime of public trust, she may have simply been exercising her Fifth (5th) Amendment right to silence.....it would appear she was within in (sic) her rights to remain silent...."

Harvey does offer an assessment of the actual complaint, but it appears only based on the information he was provided.

Harvey's email also offers a comparison to the recent case involving Vancouver attorney Josephine Townsend. These references are mirrored in the second round of declarations.

I emailed Harvey for context on this email.

A Curtis Thomas commented on the posting of the Harvey email. He offered that he couldn't make sense of the email (Harvey's response) and asked Gemini to "break it down for me". He posted the response as, "This email is a passive-aggressive mess designed to connect two separate issues to make a political point...." As a "Bottom Line", he adds, "The email's real purpose is not to answer the question, but to achieve the following: Connect Two People: The author is using the Orrantia story from 2007 to make Jenae Gomes look bad by association, even while admitting the situations are different.

Public Shaming: By distinguishing the two cases, he frames Gomes' silence as legally permissible but her alleged crime (theft of taxpayer money) as a 'serious violation of the public's trust.'

A facebook post from 9/10 on the account of **Alix Pruett** shared a copy of the police report and offered, "Accountability in Evergreen: A Vancouver Police report concludes that Evergreen School District COO Jenae Gomes violated RCW 40.16.020 by submitting a falsified "supplemental contract" to obtain extra pay for duties already covered by her role. The report recommends forwarding the case to the Superior Court Prosecutor for review and possible charges." The poster recommends persons in agreement share the post to spread awareness.

An instagram post under **glowgoddessdesigns** uses the same verbage and a screen clip of Off. Bauman's report. The report is clipped in a manner that shows the bottom of page 2, including Off. Bauman's standard reporter identifiers, and the top of page 3. The report, as provided publicly redacted Thieman's name. As clipped, the report only materially shows Thieman's "Conclusion 1" and "Conclusion 2" regarding his interpretation of his own investigation. In the manner it's presented, this appears to be an effort to offer these conclusions as those of the Vancouver Police and an actual investigation.

The Vancouver Police report, as it existed in that post, makes no such conclusions, was classified as a General Information Report, and had no meaningful investigation of the allegations made by Thieman and others.

A Reddit post from the account Bookishturtle referred to Jenae Gomes, "she's toxic and currently under investigation for a Class B Felony so....She's the biggest hold up with bargaining. She has stated before that she doesn't care if staff are retained....."

I started to call the various contributors of the documents to get any additional information in the form of an independent, direct personal knowledge statement of persons reporting a crime, starting with Thieman. I left a voice message on his phone.

I called and spoke with Angie Bunda, who agreed to a recorded interview. The details will be covered in a separate supplemental report. As part of our introductions, Bunda advised she previously worked for several years with a regional police department doing records and evidence type work.

After ending my conversation with Bunda, I got a call from Alan Harvey, who advised he was calling as the representative of Kendall Thieman. Harvey advised he had not yet received my inquiry, noting that Thieman had called him about my message. Harvey advised that Thieman couldn't return my call because he was at work when I first called. I did call at approximately 3:30pm, but Harvey called me back at 4:51pm and spoke to me for just under 2 hours. I offer the timing of this call because, in our conversation, Harvey offered a concern that Off. Bauman's report said Gomes didn't respond to her call. (The report doesn't say that, but notes that the officer called and got no answer. Gomes and Off. Bauman did talk by phone, after the report was submitted, and Gomes was referred to talk to me.) As seen in the posted email from Harvey, he noted that Gomes has the right, describing her as a felony suspect, of not talking to the police. Thieman, the complainant in this allegation, had his attorney call me. This is also his right, but the suggested double standard of how each may have exercised those rights in their respective roles is interesting.

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I'll cover the conversations with Bunda, Harvey, and any other direct statements from involved subjects in a separate supplemental report under this case number.

After speaking with Harvey, I emailed CCPA Anna Klein advising I was doing work on this case and requested any guidance as to whether they needed me to continue.

I emailed Garret Williams for some clarification on how the bonus amounts on the contracts were determined, what the budget code from which the payments were made meant, and other details.

On Thursday, 10/16/25, Bunda initiated an email string regarding our interaction that included the PA's office. The email was titled, "Jenae Gomes, suspect for charging review at the Clark County Prosecuting Attorney's Office". Gayle Hutton of the PA's office responded that this matter, as of this date, was closed with no action. She noted the original report received had no investigation and thus there was no case to prosecute. She noted the PA's office does investigate cases and any additional statements or information on this case should be directed to the Vancouver Police to investigate. As noted above, the repeated references made by the contributors to the Vancouver Police investigation and referral for review by the PA have little context without the allegations actually being investigated by the police.

It is possible that members of the general public might not understand this work flow, but Bunda worked for multiple years at a Clark County police agency that refers reports to the PA's office and Alan Harvey, who is clearly advising this group, is a former Clark County Prosecutor who has extensive experience with this process.

Attachments

Images of referenced posts and attachments

Recommendation

See supp regarding additional statements.

INVOLVED PERSONS		
INVOLVED PERSON-1 NAME (LAST, FIRST MIDDLE)		DOB / ESTIMATED AGE RANGE
P-1 BUNDA, ANGELA M		
SEX	RACE / ETHNICITY	PHONE NUMBER
		(primary, Mobile Phone)
HOME ADDRESS		
INVOLVEMENT TYPE		
Witness		
INVOLVED PERSON-2 NAME (LAST, FIRST MIDDLE)		DOB / ESTIMATED AGE RANGE
P-2 LOWMAN, CAMILLE V		
SEX	RACE / ETHNICITY	PHONE NUMBER
		(primary, Mobile Phone)
HOME ADDRESS		
INVOLVEMENT TYPE		
Witness		
INVOLVED PERSON-3 NAME (LAST, FIRST MIDDLE)		DOB / ESTIMATED AGE RANGE
P-3 THIEMANN, KENDALL H		
SEX	RACE / ETHNICITY	PHONE NUMBER
		(primary, Mobile Phone)
HOME ADDRESS		
INVOLVEMENT TYPE		
Complainant		

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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	DATE	PLACE
Jay Alie	10/16/2025	Vancouver Police Department, WA

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