

Report Number 2025-017448 - Supplement - 4 Report

REPORT DATE / TIME

Oct 23, 2025 16:01

EVENT START DATE / TIME - EVENT END DATE / TIME

Sep 2, 2025 14:58

REPORT WRITER

Jay Alie #1205

SUPPLEMENT TYPE

Other - Contact with Alan Harvey

NARRATIVE**Synopsis**

This supplement covers contact with Alan Harvey, who advised he represents Kendall Thiemann. Thiemann provided an additional email and Garrett Williams, representing the District, supplied statements and policy references supporting the District's decisions on the contracts in question.

Additional rounds of "declarations" were received and efforts to contact those contributors will be covered in a subsequent supplemental report.

Narrative

On Wednesday, 10/15/25, I called Kendall Thiemann at the number listed on the original report. I left a message at a voice mail in his name.

I then called Angie Bunda, as covered in a prior supplemental report. While reviewing online content related to this case, I saw that Bunda had published an email from Alan Harvey, who I know to be an attorney and former prosecutor. I had called and emailed Harvey to ask him how he was connected to this and if he was aware his opinion was being posted online.

After speaking with Bunda, I received a call from Harvey. I expected Harvey was calling back due to my call to him. I did not expect this to be a substantive conversation as he is not a named witness or named contributor of any of the declarations. I had seen that his name was typed at the top of Thiemann's tort claim in relation to the Danny Orrantia allegations. As such, I did not record the conversation. (My camera was sitting on my desk, as it is seen in the Bunda video. At some point in the conversation, the camera automatically activated, which it does if any devices in proximity also activate, which is common due to my office location near the CRU offices and locker room. I have classified whatever portion of the conversation was recorded as an Accidental Recording and have not viewed or listened to it beyond what was necessary to recognize the error.)

Harvey advised that he was calling me because he was contacted by his client, Kendall Thiemann. He said Thiemann was working at the time of my original call and couldn't answer. It is odd for a witness to be represented by an attorney and have the attorney make contact to give the witness's statement. I asked Harvey if he was representing Thiemann and he said he was with respect to the tort claim. He was non-committal regarding whether he was representing him on this call.

Harvey told me that he assisted the others with preparation of the declarations. This became even more apparent when the second set of declarations came back from the PA's office and included references to the Josephine Townsend case, which was described in similar language in Mr. Harvey's email published by Bunda.

Mr. Harvey told me that Thiemann initially emailed Chief Troy Price to make this report. Thiemann was reportedly told to make a report to East Precinct but instead tried to contact Sgt. Devlin and then went to East Precinct. This type of completely out of the norm process, including the references to the investigation and referral for charging, is a big part of how this group has mischaracterized and avoided normal reporting processes throughout this complaint. As noted in an earlier report, it's possible that these involved citizens have never made a police report or had a case investigated and, even though plenty of other citizens manage to do it right, they didn't realize the Chief of Police doesn't take reports (no reports recorded since 2018), Sgt Devlin doesn't take initial reports for alleged financial crimes, and handing over a packet of documents to the desk officer and choosing not to answer any questions to give it context, are not normal procedures. However, Mr. Harvey commonly works with police agencies and worked at the Clark County PA's office for years. He clearly had a significant hand in advising this group before the packet was offered, because it contained declarations he helped produce. He certainly knows the manner in which this issue was reported, including Off. Baumann's original report, was not the normal process and, as it existed before any of my follow up reports were completed, was not a sufficient investigation to be considered for charging.

Mr. Harvey offered his interpretation of the contract and general complaint. He reiterated, in the same terms as all of the declarations already offered, the interpretation issues with the contract. He originally quoted the contract as needing to be "pre-approved", which is not language in the document. He offered his opinion that Gomes "wanted extra money and didn't think she'd get caught".

I asked about the timing of this complaint. Mr. Harvey offered that Kendall Thiemann didn't know about Gomes' standard contract (which, as noted in Thiemann's statement, outlines her job responsibilities and potential varying work hours) prior to making the report. He

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suggested that Thiemann likely hadn't read the March, 2024 Columbian article specifically about this issue, and the issues around Gomes getting this contract in 2023 picked up attention during this current strike.

Mr. Harvey offered that someone in the payroll department had been fired after questioning these contracts, sometime in early 2024.

Mr. Harvey repeated Bunda's complaint that these supplemental contracts were pre-printed with John Boyd's signature on them. He offered he was aware of this because Kendall Thiemann receives such a contract in his role as a sports coach.

Our conversation last just under two hours in which Mr. Harvey offered that multiple persons at the district and school board level were aware of this issue and believed it was a problem but none of them came forward about it. Though I hadn't mentioned the reference, he then brought up his comparison between this complaint and the Townsend case, both from the violation of public trust standpoint and that everyone within the communities around each situation knew the subject of these issues was habitually doing wrong and no one reported it.

On 10/16/25, I received the email from Bunda mentioned in the prior supplemental in which she noted she no longer wanted to speak to me or anyone at VPD. That email was shared with Camille Lowman. In light of that statement and Thiemann being represented by Mr. Harvey, I made no further attempts to initiate contact with these persons.

On 10/16/25, I received an email from Kendall Thiemann with copies of his supplemental contract as a golf coach attached. Thiemann also directed this email to Chief Price, Sgt. Taylor, Gayle Hutton, Anna Klein, and Camille Lowman. He noted in the first paragraph that he received my call and provided my number to his attorney.

Thiemann reiterates that supplemental contracts come presigned and this has been his experience with respect to the contracts he receives. He mentions no issue with receiving his pay in this manner.

He goes on to again offer the quoted line from the contract and offers "my understanding" of how such contracts apply with respect to non-certificated employees and rate of pay approval, which he wrote, "is done in opening meetings by vote as far as I understand."

Thiemann offered that he is "not aware of any entity that has addressed or investigated this question. In short, right now it looks like Jenae Gomes got John Boyd to sign the top portion of the supplemental contract and was paid outside of the normal payroll time period for services that were not approved or adopted by the board on September 10 2025." He later offers, "I can't fathom that the ESD Board of Directors would adopt and approve of a provision for special and extended service payments for a 'bargaining lead' when they were already paying for this service to Ms. Gomes."

He wrote that, "based on Ms. Bunda's email it looks like those reporting the crime or the witnesses related to the crime are being treated like the suspects." He added that he "will not be engaging in any interviews", referring any contact to his attorney.

Thiemann's email, in its entirety, is attached to be considered as his additional statements.

On 10/22/25, I received an email response from Garrett Williams, the district's legal representative. This email included attachments regarding the Authority of the Superintendent, Payroll Disbursement, and Contracts Policy. He directed me to contact John Boyd regarding his specific knowledge.

I had asked Williams how he was aware that the four contracts in question were reviewed by the state auditor in their 2023-24 report, available publicly online. He wrote, "We know that the auditor reviewed these contracts because they did generate publicity and because District staff spoke with the SAO (State Auditor's Office) about them." He said they do not know what was included in the final report documents and directed me to the reports available online, noting, "it was a clean audit."

Williams continued that supplemental contracts are a common practice at school districts and governed in this case by EPS Board Policy #5050, which I found to be available for review publicly online. He referenced the Supplemental Contracts section of this policy:

"The district may issue supplemental contracts, which are not subject to the continuing contract statute, for services to be rendered in addition to a staff member's normal "full time" assignment...."

Williams said supplemental contracts are used for various purposes, including recognizing staff for work beyond their job descriptions. Williams advised this same policy grants the superintendent the authority to offer supplemental contracts of the nature contested by the complainants. He said Policy B/SR4 - Board/Superintendent Relationship - Authority of the Superintendent, section 3 grants the superintendent authority to, "develop any activities the Superintendent deems appropriate to achieve the Board's policies."

Williams offered that the contracts in question, like most supplemental contracts, are based on an hourly rate of pay determination multiplied by the number of hours worked and the account code used on these contracts was for Extra Hours Salary.

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Williams said the Board approves total estimated payroll amounts and does not approve each individual supplemental contract.

In closing, Williams wrote, "Supplemental contracts, like the ones issued to Ms. Gomes and other bargaining team members are common and specifically authorized by District policy." He offered that the complaint was asking the district to "prove a negative" and that, because these contracts were within policy, there aren't specific records to show that they weren't illegal. He wrote,

"Said otherwise, we don't have "any other kind of document that shows the board specifically looked at these particular contracts, had any issue with the manner in which they were produced, confronted any of the involveds for details, and collected statements and information that led to the board being satisfied with the response" because this wasn't a policy violation to begin with. It has only become a problem because some community members don't like that it occurred. "

On 10/22/25, I called and spoke to John Boyd, the superintendent at the time these contracts were completed, September, 2023. At the start of the call, I gave Boyd the same warning and opportunity to refuse to be recorded that was given to Angie Bunda. Boyd gave me permission to keep recording.

Boyd said he knew why I was calling and I summarized that it was about the contracts from 2023. He said he was aware of the issues raised around these contracts. He described his understanding that, during bargaining with the Evergreen Education Association, he approved supplemental contracts for the bargaining team. He was aware that someone had done a public records request for the contracts and raised the issue.

I asked if and how, when this came up in early 2024, was it addressed by the district. He recalled that the district explained that the superintendent is authorized to issue such contracts, and "many, many supplemental contracts" are completed in the same manner. He offered "hundreds of thousands" in value of supplemental contracts. Boyd said he believed there was a public statement offered by the communications department.

Regarding the specific contracts, Boyd said he recognized the hard work that the negotiating team was doing and "all of the hundreds and hundreds of hours they were putting in...". He said, "I authorized the contracts and I signed the contracts that I authorized."

He continued that the contracts, "...were brought to me and I had a conversation with the lead bargainer, Jenae, at the time, to have her share her thoughts about it....We talked about it and I agreed that the team needed to be compensated and we agreed to those amounts..." Boyd commented that he had, at his previous job as superintendent at another district, similarly authorized "extra time for my bargaining team".

Asked how he came up with the rates of pay, and he offered that it was based "on the amount of time that they were putting in." I asked if this was based on an assessment of their hourly rate of pay multiplied by hours worked and he said it was. He said the contract amounts were different for each person because they make different rates of pay and had put in different amounts of time.

I asked how he responded to the contention that Gomes, at least, was already contracted to conduct negotiations. He said, "...We do the same thing with teachers. We have teachers that are under contract and they get a certain amount of pay for doing a job they do. And, when they put in an inordinate amount of extra time, we compensate them appropriately." He continued, "You can't expect people to work...80 hours a week and not compensate them...It just doesn't pass the common sense test."

I asked about the timing of the pay, as the complainants argued the pay was delivered outside a normal pay schedule. He said he didn't recall that and that information could be garnered from HR.

I asked again that these were contracts he authorized that he expected would get paid. He continued, "Absolutely...I mean these people were working around the clock for many, many weeks and throughout the summer to bargain outside of their regular hours of work. In my mind, it was absolutely....it didn't even rise to the level of hours they put in....."

I asked if, in his opinion, was this issue raised and sufficiently answered in early 2024. He said, "Well, I guess it depends on who you ask.....We feel like we answered it."

We had a reception issue over the phone, which is common in my part of the police building. When we returned, Boyd added, "We answered it in the same ways that....people work well beyond their contractual obligation, just like we do with teachers, be compensated...and try out a fair standard for the amount of time versus their...extra time they put in beyond what they don't have to do. These people are working on weekends and still going back...and doing their jobs...and doing double duty for a long time."

I asked if Boyd understood the standard supplemental contract to be used for both certificated and non-certificated employees. He said he didn't recall the specific contract language. I paraphrased the language most repeated by the complainants. He offered that this was the type of contract that they would commonly use.

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Boyd said he is no longer in the Vancouver area and he is retired. He said he did pay some attention to the strike news through the media but he hadn't seen any social media posts regarding this specific issue. He said he hadn't heard anything about Jenae potentially be charged with a crime.

On or around 10/22/25, I received a file folder from the PA's office with approximately 11 more declarations. All were signed in mid to late September. All were exact, word for word copies of each other and not individual statements.

These declarations make some notable remarks, in addition to just repeating the previously outlined complaint in the exact same language. On the third page there is a reference to, "After reviewing the police report it appears that the officer assigned to the investigation has no notation in her report where there was any effort to contact anyone who is on the Evergreen School board to verify the facts that: 1) COO Jenae Gomes had no agreed certificated rate of pay.....2) COO Jenae Gomes had no Evergreen School Board pre-approved rate of pay existed for "bargaining lead"..."

The declarations all continue saying "It would appear that this is information that would need to be investigated....." and cites and quotes RCW 9.94A.411 (2)(b), saying, "A prosecuting attorney is dependent upon law enforcement agencies to conduct the necessary factual investigation which must precede the decision to prosecute. The prosecuting attorney shall ensure that a thorough factual investigation has been conducted before a decision to prosecute is made...."

The inclusion of this language in these declarations suggests a level of recognition that the original information report by Off. Bauman was clearly not a sufficient investigation and that, as a matter of practice and law, an investigation, by the police, would need to precede any decision by the PA's office. It is contradictory for the complainants to recognize both of these points but continue to publicly report and repeatedly insist, to the officer doing the actual investigation, that this matter was already being considered for charging by the PA's office.

All of the declarations received subsequent to the initial three documents include paragraphs regarding the Townsend trial in an attempt to color the allegations against Gomes on par with Townsend, who was convicted at trial. These declarations, all really just copies of a singular diatribe, though offered as such, are not statements of each individual's span of knowledge specific to the incident in question. As noted in a subsequent supplemental report, of those who signed declarations purporting to have knowledge of this incident, very few were willing to make themselves available to discuss what actual independent knowledge they might have and most who did answer my calls had minimal awareness of what it was that they signed or of the specific information those declarations contained. It would be more accurate to describe that the declaration contributors who were willing to talk to me believed they were signing something similar to a petition rather than a statement of facts they intended to represent as their own independent knowledge.

Attachments

- Thiemann email
- Garrett Williams email 1

Recommendation

Attach to report

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	11/18/2025	Vancouver Police Department, WA

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