

[REDACTED]

September [REDACTED], 2025,

Sgt. Dennis Devlin
City of Vancouver Police Department
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Re: Request for investigation and referral for charging re: RCW 40.16.020

Dear Sgt. Devlin:

I hope this letter finds you well.

It is my understanding that you have been in law enforcement in Vancouver for well over a decade. Further, you have a range of experience from spending time as a Detective investigating a variety of crimes to now being the Sgt. in charge of the Major Crimes Unit.

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 5, 2023.

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.

I have attached a total of five documents, three which were secured subject to public records requests from Evergreen School District and scouring the online records from Evergreen Public School Board meetings. I have also included two declarations from two recognized parent education advocates who have engaged for years in direct contact with the membership of the Evergreen School Board on this topic and who have engaged in public records requests. The documents attached are as follows:

1. the supplemental contract dated September 4, 2023, signed by John Boyd, Superintendent, and Jenae Gomes, Chief Operations Officer (COO) (and filed on September 5, 2023) a record pursuant to RCW 40.16.020;

[REDACTED] 2025,
**Request for investigation
and referral for charging**

- [REDACTED]
- [REDACTED]
- [REDACTED]
2. the 2023 to 2024 1-year contract signed by classified employee Chief Operations Officer (COO) Jenae Gomes;
 3. the Evergreen School District COO job duties defined;
 4. Declaration of [REDACTED] (parent advocate); and
 5. Declaration of [REDACTED] (parent advocate).

First, it is important to look at the relevant statute, RCW 40.16.020. RCW 40.16.020 in relevant part set out below:

Injury to and misappropriation of record.

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

There are other relevant prongs of the statute that are also addressed below.

Nine facts that would be uncontested on August 1, 2023, September 5, 2023, and/or September 12, 2023:

1. Jenae Gomes is not a "certificated employee" or "certified employee", under RCW 28A.410.010 and/or 28A.405. It is understood that Jenae Gomes is a classified employee, in summary she holds no teaching credentials as defined by RCW 28A.410.010.
2. Jenae Gomes is an "officer" under RCW 40.16.020.
As is set out in Ms. Gomes 2023-2024 1-year contract, signed on June 30, 2023, Ms. Gomes is the Evergreen School District Chief Operations **Officer** from July 1, 2023 to June 30, 2024 and for the performance of Ms. Gomes assigned duties, under her employment contract, commenced July 1, 2023, and ending June 30, 2024, for which received an annual salary of \$253,963 for that year which was approximately \$21,163.00 paid in equal monthly installments. (See: the attached .pdf 2023 to 2024 J. Gomes contract.) School Superintendents and all assistants to Superintendents, such as Chief Operating Officers to the school Districts, are "public officers" under RCW 40.16.020, RCW 9A.04.110(13), and these definitions were referenced in a case in Washington as well. (See: State v. Korba, 66 Wash. App. 666 (1992).)
3. As the ESD COO Ms. Gomes agreed from July 1, 2023 to June 30, 2024, 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.) (bold, italics and underline for emphasis):
 - a. Serve as the District's **chief negotiator with all collective bargaining**; (See: the attached .pdf J. Gomes Job Description).

[REDACTED]

30, 2023. The ESD and the EEA did not come to an agreement on the provisions of a new collective bargaining agreement until September 11, 2023, and it was ratified by the ESD board on September 12, 2023. (I was an EEA member during this period, and I am aware of this based upon information that was provided to the membership. I was not able to work due to the strike.)

5. From August 1, 2023, to September 5, 2023, the only union known to be actively negotiating with the ESD was the EEA. (I was an EEA member during this period, and I am aware of this based upon information that was provided to the membership.)
6. COO Jenae Gomes referenced supplemental contract, signed on September 4, 2023, was filed with the Evergreen School District Human Resources Department on Tuesday, September 5, 2023, in the City of Vancouver, in the State of Washington. September 5, 2023, was also the date of the performance completion of Ms. Gomes assignment as “bargaining lead.” (See: the supplemental contract dated September 4, 2023, signed by John Boyd and Jenae Gomes, (and filed on September 5, 2023).
7. RCW 28A.405.240 has no application to Jenae Gomes and on September 4, 2023, and there is no known record of Jenae Gomes being paid on the basis of any known certificated employee salary schedule.
8. On September 5, 2023, and/or prior to September 5, 2023, there is no known record that exists where the Evergreen School District Board of Directors approved or adopted any provisions for special and extended service payments for a “bargaining lead”. Additionally, there is no known record of any action, resolution, document which was adopted and approved by the ESD Board of Directors approving or setting provisions for special and extended services for payments to Jenae Gomes for a supplemental contract to perform the services of “bargaining lead”. (See: the Declarations of [REDACTED])
9. The supplemental contract is a “record” under RCW 40.16.020. The Washington State Supreme Court has held that a back-dated letter is a record for purposes of RCW 40.16.020. It makes sense, based upon the courts finding that a letter is a “record”, therefore a contract would also be a “record”. (See: In re Hatcher, 196 Wash.2d 797, 834, 478 P.3d 1077, 1096, (2021).

The next step in this process is to address how RCW 40.16.020 was violated by ESD COO Jenae Gomes, i.e. what false information is contained in a “record”. Below, the supplemental contract which Jenae Gomes signed on or about September 4, 2023, and sought to be filed with the Evergreen School District on September 5, 2023, is examined.

September 4, 2023, Supplemental Contract language:

In order to address the violation of RCW 40.16.020 it is necessary to examine the supplemental contract language of the record Ms. Gomes signed on Monday (Labor Day), September 4, 2023.

The preamble of Jenae Gomes' September 4, 2023, supplemental contract reads:

"It is hereby agreed between the Evergreen School District No. 114 ("District"), Clark County, Washington and Jenae Gomes, at a location described as "ASC" that this contract is for supplemental or extended services rendered during 23/24 school as ***Bargaining Lead***, for Compensation \$13,980.

Date activity will begin ***August 1, 2023***, Date activity will be completed, ***September 5, 2023***. Contract (sic) is to be signed by supervisor and employee, returned to Human Resources within ten (10) days from Issue Date, and paid as follows: Lump Sum Sept. 10."

Immediately below the above described section of the contract, the record/ supplemental contract is signed by Superintendent John Boyd on 9/4 /2023.

The following language in the supplemental contract is set out below Superintendent John Boyd's signature and the preamble (bold italics and/or underlined for emphasis):

This compensation is to be paid in addition to the compensation provided under any Individual Certificated Employee contract between the District and Certificated employee.

Payment for services in a position under the Salary Schedule for supplemental assignments will be included either at the time of payment of regular salary from September through August (twelve payments), or in a lump sum upon completion of the services, as indicated above.

The **supplemental compensation stipulated herein is paid on the basis of *certificated employee salary schedules* or provisions for *special and extended service payments* adopted and approved by the Board of Directors.**

Among other reasons, failure for any reason whatsoever on the part of the employee to perform the services herein will terminate this agreement. In the event of the termination of this supplemental contract before all services have been rendered a pro rata payment

[REDACTED]

adjustment will be made on the basis on the actual services performed by the employee to the date of termination.

This supplemental contract is *made pursuant to RCW 28A.405.240* and in accordance therewith, and is **not subject to the continuance contract provisions of Titles 28A or 28B of the Revised Code of Washington.**

This supplemental contract is made in 3-part NCR, and is binding when properly signed by the employee and all copies are returned to the Evergreen School District Personnel Department within ten (10) days from the date of issue. By signing this contract, the employee named herein, and the Board of Directors of Evergreen No. 114 *agree* to its terms.

Facts and Conclusions as to material misrepresentations or false information in the “supplemental contract”.

Applying the facts set out above to the language of the supplemental contract above, it is clear that:

1.
 - a. Ms. Gomes and Mr. Boyd filed a “supplemental contract” to pay Ms. Gomes to be a “bargaining lead” for the month of August and the first 5 days of September 2023 pursuant to RCW 28A.405.240.
 - b. RCW 28A.405 applies only to certified employees. Ms. Gomes is not a certified/certificated employee and therefore this is not a true statement as it is set out in the record known as the “supplemental contract.” The statement set out in the “supplemental contract” at 1.a. above is a material misrepresentation and/or false.
2.
 - a. The record known as the “**supplemental contract**” indicates that: “compensation stipulated herein is paid on the **basis of *certificated employee salary schedules, or (see #3)***
 - b. Ms. Gomes is not a certificated employee and was not paid relating to any known certificated employee salary schedule. The statement set out in the “supplemental contract” at 2.a. above is a material misrepresentation and/or false.
3.
 - a. The “**supplemental contract**” indicates the other method upon which **compensation is stipulated** and was the basis of what was paid was as a result of “provisions for ***special and***

[REDACTED]

extended service payments adopted and approved by the Board of Directors.”

- b. Neither prior to August 1, 2023, nor after September 5, 2023, there are no known records that exists where the ESD Board of Directors approved or adopted any provisions for special and extended service payments for a “bargaining lead”. (See: the Declarations of [REDACTED])

Additionally, there is no known record of any action, resolution or document which was adopted and approved by the ESD Board of Directors approving or setting provisions for special and extended services for payments to ESD COO Jenae Gomes for a supplemental contract to perform the services “bargaining lead.” It should be noted that it would appear to be nonsensical for such a provision to exist because on June 30, 2023, COO Jenae Gomes, signed a 1 year contract to be the District’s “***chief negotiator with all collective bargaining.***” Chief Negotiator is a title that appears to be indistinguishable from the title of “bargaining lead”. (See: the attached .pdf 2023 to 2024 J. Gomes contract.) and (See: the attached .pdf J. Gomes Job Description).

The statement set out in the “supplemental contract” at 3.a. above is a material misrepresentation and/or false.

Conclusion #1: RCW 40.16.020 was violated by COO Jenae Gomes.

Based upon the above facts it is apparent that Ms. Gomes was the COO of Evergreen School District and was in fact an “officer” who submitted a “falsified” “record” in violation of RCW 40.16.020, here the plain language of the supplemental contract, and this was “appertaining” to her office as the ESD COO.

Alternative violations of RCW 40.16.020.

In addition to the above referenced prong of RCW 40.16.020, there are other ways 40.16.020 can be violated.

RCW 40.16.020 Injury to and misappropriation of record, in relevant part is set out below:

Every officer who shall fraudulently appropriate to the officer's own use or to the use of another person, any money, or other property entrusted to the officer by virtue of the officer's office, is guilty of a class B felony and shall be punished by imprisonment in a state correctional facility for not

[REDACTED]

more than ten years, or by a fine of not more than five thousand dollars, or by both.

Here it is clear that COO Jenae Gomes, is the person who contracted for a term to begin July 1, 2023 to June 30, 2024, to be paid \$253,963 for the year, which was approximately \$21,163.00 paid in equal monthly installments. COO Gomes agreed to be the District's chief negotiator with all collective bargaining with the ESD. COO Gomes agreed to work a work week of five (5) eight-hour days, or that she could be required to work more based on needs in bargaining. COO Jenae Gomes agreed to oversee or be in charge of the human resources budget and supervise Human Resources and the Payroll/Benefits staff. The August 1, 2023, to September 5, 2023, "supplemental contract" was generated from a department that Ms. Gomes oversaw. The check was issued for payment to COO Ms. Gomes from the payroll benefits department, a department she oversaw.

Conclusion #2 (alternate): : RCW 40.16.020 was violated by COO Jenae Gomes

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 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/alternate violation of RCW 40.16.020 is based upon the fact that Ms. Gomes engaged not only in using a document with 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

[REDACTED]

any provisions for special and extended service payments for a “bargaining lead”.

In summary, COO Ms. Gomes appears to have signed a document to simply get more money on a made-up/manufactured payment schedule.

In closing this request for an investigation and referral for charging is being made in good faith based upon extensive efforts to locate all relevant information.

It is believed this is a crime of corruption committed in violation of the public trust. This is not a result of a misunderstanding. 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 knew, thought or authorized. The language of the supplemental contract contains specific references to specific mechanisms of payment under two prongs. These mechanisms simply don’t exist, were not used and/or are not applicable to COO Ms. Gomes. In short, the only documentation that would allow Ms. Gomes to be paid under the language in the supplemental contract would be if the ESD Board of Directors had pre-approved the mechanism of payment. In this case even if the ESD Board tried to “fix” this problem by passing a resolution or some other mechanism, it would not change the fact that COO Jenae Gomes violated RCW 40.16.020.

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

Sgt. Devlin,

In closing I ask you please to consider this a serious request for further investigation and for a referral for charging. I am a public employee, and I believe it is my duty to report such activity when the evidence supports it.

I am sending this request for a criminal investigation to you after I became aware of the specifics of the language in the “supplemental contract”, and had the inability to locate any language or actions from the ESD board approving a rate of pay for the task of “bargaining lead” or the “District’s chief negotiator” outside of COO Gomes 1-year 2023-2024 contract . As there was no known action by the ESD Board of Directors on this point, I felt it was my duty to report this to you as I believe it is clear on the information known to me at this time that the crime set out at RCW 40.16.020 was committed.

[REDACTED]

It is my understanding that in line with RCW 9A.04.080(1)(c)(i) this crime would have a statute of limitations of ten years as Ms. Gomes fits the title of public officer and the commission of the crime is connected with the duties of her office and/ or the crime constituted a breach of her public duty. If I am wrong, it still is a crime with a three-year statute of limitation under RCW 9A.04.080(1)(j).

Finally, I should mention that I am concerned about the future referral to the Clark County Prosecuting Attorney's office given what appears to be a conflict. I understand this decision is not really in your wheelhouse. However, it is my understanding that you could raise the issue. It is understood that Rachel Rogers is the Chief Deputy at the Clark County Prosecuting Attorney's Office. Ms. Rogers resigned from the Evergreen School Board in early 2022 and is known to have had a close relationship with three of the current ESD Board Members, approved of ESD Superintendent Boyd's appointment, and worked closely with ESD COO Jenae Gomes. Additionally, Ms. Rogers indicated in an email just prior to resigning from the board that in summary the board did not operate correctly. 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.

It is understood that the person who worked for COO Ms. Gomes and who originally publicized the existence of the supplemental contract was summarily forced from their employment after it was discovered that they were the source of the disclosure. As a result I have concerns regarding potential retaliation, and I would ask that you please make efforts to protect me as the reporting party in all ways possible.

Thank you for your time and attention.