

I. DECLARATION OF (Name: Nicholas Gates)

(Insert first, last name (type or print))

Parent/ Guardian of a Student in the Evergreen School District #114

DECLARATION

Nicholas Gates

(Insert first, last name (type or print))

make the following declaration:

1. I am over the age of eighteen (18), am competent to testify to the facts set forth herein and make this declaration upon personal knowledge. I am the parent and/or the guardian of one or more children in the Evergreen School District No. 114, located in Vancouver, Washington ("District").
2. 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 below the Declaration.

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

DATED this 21 day of September 2025.

[Signature]
(Insert first, last name (type or print))

signed in Clark County, in the State of Washington

To the assigned Prosecuting Agency and/or the assigned investigative agency

It appears that the allegations set out in the attached police report are that Evergreen Chief Operations Officer (COO) Jenae Gomes violated the law (RCW 40.16.020) when acting as a public officer when she created/signed a record, the September 4, 2023, Supplemental Contract, and that this record contains false information.

It appears from the police report that the allegation is that Jenae Gomes signed a Supplemental Contract on September 4, 2023, which allowed for the Evergreen School District to pay her at specific rate of pay for being a "bargaining lead." It appears from the language contained within Jenae Gomes, September 4, 2023, Supplemental Contract that there are only two mechanisms which exist in the contract to allow for to be paid regarding the rate of pay in the one page Supplemental Contract.

In the Supplemental Contract, COO Jenae Gomes regarding the mechanism setting the rate of pay it states the following language:

"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."

From the language above COO Jenae Gomes signed a "record" or Supplemental Contract stating she was getting paid at an "certificated" or certified employee rate of pay. It is known or understood that COO Jenae Gomes is not a certificated employee, never has been, and there is no known certificated rate of pay that would apply to her which would have been approved or adopted by the Evergreen School Board for special and extended service payments for a position known as "bargaining lead".

The Supplemental Contract COO Jenae Gomes signed contains language to allow for a second/different mechanism to set the rate of pay for her. This language was as follows "or provisions for special and extended service payments adopted and approved by the Board of Directors." It is important to mention that the Supplemental Contract form the COO Jenae Gomes signed is provided throughout the district, pre-signed by at the bottom by the Superintendent on all three copies of the NCR. Examining Ms. Gomes' job description, it is apparent that she is the ultimate supervisor of payroll and of human resources. Looking at the Supplemental Contract Ms. Gomes appears to be in many ways on both sides of the transaction. She had payroll pay her within days of the date the contract. She had payroll pay at a non-specified hourly rate. She had payroll pay her before negotiations with a union, which had been on strike, were completed and before the strike ended. She was paid through an unknown mechanism which it appears was never previously approved by the school board.

From looking over the current police report from Vancouver Police Department Officer Andrea Bauman, Officer Bauman interviewed two parents who had already provided signed declarations. The content of the declarations contained information that the parents had searched Evergreen School Records and been unable to locate any record that the Evergreen School Board has approved a special and extended service payment rate for a position known as "bargaining lead".

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 which existed on September 4, 2023.
2. COO Jenae Gomes had no Evergreen School Board pre-approved rate of pay existed for "bargaining lead" on September 4, 2023.

It would appear that this is information that would need to be investigated by anyone conducting an investigation of the public trust in line with charging standards for crimes under RCW 9.94A.411(2)(b). This RCW indicates that

"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. In ordinary circumstances the investigation should include the following:

- (A) The interviewing of all material witnesses together with the obtaining of written statements whenever possible
- (B) The completion of necessary laboratory tests, and
- (C) The obtaining in accordance with constitutional requirements, of the suspect's version of the events."

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.

Recently in Clark County a very similar allegation against a local attorney was thoroughly investigated which resulted in her being charged and convicted. That case was covered by the Columbian and the link is set out here: (<https://www.columbian.com/news/2025/aug/26/vancouver-attorney-josephine-townsend-will-spend-10-days-in-jail-for-forgery-and-identity-theft/>)

In that case set out in the Columbian, Clark County Superior Court Judge Suzan Clark was the victim and she spoke at sentencing. Judge Clark was quoted as saying at sentencing the following about the convicted lawyer:

"Your actions towards me, your client and the legal community are unforgiveable," Clark said. "Your reputation for dishonesty in the legal community has been widespread for more than 25 years, and today is the culmination of all your actions."

It appears from Clark County Superior Court Judge Clark's statement that it was known that the lawyer who was convicted had been doing things that were unacceptable for "25 years." By comparison, COO Jenae Gomes has a similar reputation with those in the district and individuals outside the district. The taxpayers in the Evergreen School District deserve a thorough investigation into the allegations. I am asking that you please treat this with the same serious review as the case involving the lawyer. The abuse of trust is just as important.

DATED this 21 day of September 2025.

