

McDaniel, Lauren B

From: Devita, Melissa C
Sent: Wednesday, October 7, 2015 4:34 PM
To: Powers, Scott (William S); McDaniel, Lauren B
Cc: Gray, Susan E; Harrison, John R; Telecky, Marie A
Subject: Bay City Printing

Dear Scott and Lauren –

It has come to my attention that one of the vendors used periodically by Bellevue High School, Bay City Printing, is owned and run by a district employee, Butch Goncharoff. The purpose of this memo is to inform you that using a vendor that has a personal relationship with the school or district is a violation of two Board policies and to request that this vendor not be used in the future for any purchases by the school or school programs.

The specific policy violations are Board Policy No. 6230: Relations with Vendors and Board Policy No. 5251 Conflict of Interests. Board Policy No. 6230 states that purchasing decisions will be made on the basis of objectivity and will not be influenced by friendships or other personal relationships. It goes on further to state that financial interests of board members, administrators or staff in any district purchase, sale or other transaction will be prohibited.

Policy No. 5251 states that staff members will not engage in nor have a direct financial interest in any activity that conflicts with his/her duties and/or responsibilities. As an employee/coach of the District, Butch has responsibility for procuring various items for his team. These items include practice jerseys which have been purchased from Bay City Printing.

I am asking you to find an alternative vendor for your needs and no longer use Bay City Printing. Please ensure that Mr. Goncharoff is aware of this change in practice and that coaches are notified to no longer use this vendor.

As a reminder, please process purchase requests in advance of placing orders. This process will ensure that the selected vendor is approved by the District and will allow administrators to approve the purchases in advance. Any person purchasing goods without prior authorization runs the risk of having the purchase denied which may result in being held personally responsible for the payment.

If you or Mr. Goncharoff have any questions, please feel free to contact me directly via email or at (425)456-4023.

Regards –

Melissa deVita
Deputy Superintendent
Finance & Operations
Bellevue School District

McDaniel, Lauren B

From: McDaniel, Lauren B
Sent: Friday, October 9, 2015 8:06 AM
To: Devita, Melissa C; Powers, Scott (William S)
Cc: Gray, Susan E; Harrison, John R; Telecky, Marie A
Subject: RE: Bay City Printing

Thank you Melissa, I will follow up with Butch on Monday.

Lauren McDaniel
Athletic/Activities Director
Bellevue High School
mcdaniella@bsd405.org
(425)456-7038

From: Devita, Melissa C
Sent: Wednesday, October 07, 2015 4:34 PM
To: Powers, Scott (William S); McDaniel, Lauren B
Cc: Gray, Susan E; Harrison, John R; Telecky, Marie A
Subject: Bay City Printing

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Regards –

Melissa deVita
Deputy Superintendent
Finance & Operations
Bellevue School District

McDaniel, Lauren B

From: Powers, Scott (William S)
Sent: Tuesday, October 13, 2015 4:38 PM
To: Devita, Melissa C; McDaniel, Lauren B
Cc: Gray, Susan E; Harrison, John R; Telecky, Marie A
Subject: RE: Bay City Printing

Melissa,

Lauren met with Butch Goncharoff today and informed him that we would not be using his company in the future for school and district purchases.

Scott Powers
Principal – Bellevue High School
425.456.7000



From: Devita, Melissa C
Sent: Wednesday, October 7, 2015 4:34 PM
To: Powers, Scott (William S) <powersw@bsd405.org>; McDaniel, Lauren B <mcdaniella@bsd405.org>
Cc: Gray, Susan E <grays@bsd405.org>; Harrison, John R <harrisonj@bsd405.org>; Telecky, Marie A <TeleckyM@bsd405.org>
Subject: Bay City Printing

Dear Scott and Lauren –

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Regards –

Melissa deVita
Deputy Superintendent
Finance & Operations
Bellevue School District

McDaniel, Lauren B

From: Thomas, Jeff (Jeffrey J)
Sent: Wednesday, May 25, 2016 4:18 PM
To: McDaniel, Lauren B
Subject: Term letter
Attachments: Pre-Term Goncharoff v3.docx

Importance: High

Attached.

Jeffrey J. Thomas, Ed. D.
Executive Director of Human Resources
Bellevue School District

12111 NE 1st St.
Bellevue, WA 98005

Phone: 425-456-4243



PO BOX 90010
BELLEVUE, WA 98009-9010
PHONE: (425) 456-4040
FAX: (425) 456-4078

HUMAN RESOURCES

www.bsd405.org

May 25, 2016

Victor "Butch" Goncharoff
8670 NE 10th Street
Medina, WA 98039

Dear Mr. Goncharoff

This letter serves as a summary of the findings of my follow-up investigation regarding specific allegations contained in the WIAA report from the spring of 2016, and to notify you that the Bellevue School District ("the District") is considering terminating your employment with the District for your repeated violations of District Board policies, including but not limited to Board Policy No. 5251 (Conflict of Interest) and Board Policy No. 2151 (Interscholastic Activities), and for your failure to be forthright and truthful with your supervisors and District administrators regarding the compensation you received from outside entities for services related to your employment as the Head Coach of the Bellevue High School ("BHS") Football Program.

As you know, following the District's receipt of the WIAA report, I was directed by the District Superintendent to conduct an investigation into the following allegations: 1) that you directed and encouraged BHS football players to attend or take classes at the Academic Institute; 2) that District and BHS administrators and coaches cultivated a close relationship with the Academic Institute; and 3) that BHS coaches received excessive payments for coaching high school football.

On April 25, 2016, I interviewed you as part of this investigation. In this interview, I asked you ten questions aligned with the three areas of the WIAA report referenced previously. Through correspondence with you and your legal counsel, Malaika Eaton, we agreed upon and documented the content of your interview which I shared with you and Ms. Eaton.

On May 2, 2016, I conducted a follow-up interview with you requesting additional information. The summary notes from the second interview are an agreed upon and documented record between you and the District.

On May 6, 2016, I interviewed Pat Jones, assistant head football coach at Bellevue High School. The summary notes from the interview are an agreed upon and documented record between Jones and the District.

After my interviews with you and Mr. Jones, I reviewed a series of documents and previous information provided by you to other District administrators, including Dr. J. Tim Mills, Superintendent, Mr. Scott Powers, Principal of Bellevue High School, Ms. Lauren McDaniel, Athletic and Activities Director of Bellevue High School, Mr. John Harrison, Executive Director of Schools, and Mr. Jeff Lowell, District Athletic and Activities Director. I examined the evidence and your

statements in our interviews as previously noted. Based upon my review, I have concluded the following:

- 1) Allegations that the head football coach directed and encouraged BHS football players to attend or take classes at the Academic Institute.

I believe this allegation is unfounded. The WIAA Report did not investigate closely enough where students actually took classes. The conclusions were based upon faulty reasoning and a misapplication of WIAA Rules. I could find no District policy or procedure violation.

- 2) Allegations that District and BHS administrators and coaches cultivated a close relationship with the Academic Institute.

I believe this allegation is unfounded. The WIAA Report based this assertion on a single email that did not include you as sender or recipient and you were not copied on the email. The conclusion also failed to understand a coach's expected responsibility to be engaged in the academic success of students. The conclusion in the WIAA Report is in error. If the Bellevue School District supported coaches not being involved in helping students achieve Academic Success, there would be a failure in supporting one of our key instructional initiatives. Therefore, I did not find any District policy or procedure violation.

- 3) The allegation that BHS coaches received excessive payments for coaching high school football.

My investigation revealed that you knowingly and repeatedly violated District Board Policy No. 5251, Conflict of Interest and Board Policy No. 2151, Interscholastic Activities. Board Policy No. 5251 states, in relevant part, that:

"Staff members will not engage in nor have a direct financial interest in any activity that conflicts with his/her duties and/or responsibilities. Situations where a conflict of interest exist include but are not limited to:

- A. Receiving economic benefit from selling or promoting the sale of goods or services to students or their parents where the knowledge of the staff member's relationship to the district is in any way utilized to influence the sale.

No school district employee may employ or use any person, money, or school property under the employee's official control or direction for the private gain of that employee or another."

My investigation revealed that you received substantial economic benefit by receiving at least \$240,000 since 2012 for services you performed that were directly related to your employment as head football coach at Bellevue High School. Since 2009 the total economic benefit you have received exceeds \$420,000 in compensation from outside entities over a multi-year period for services that were directly related to your employment as head football coach for Bellevue High School. Further, the investigation revealed that you have repeatedly received direct compensation from an outside entity for coaching services performed at the Fort Warden Camp, a District approved and sponsored invitation only football camp for select BHS football players that operates each year in the month of July. While you contended during your interview that the District's Board of Directors had approved your receipt of financial payments from outside groups for BHS football coaching duties in 2007, there is no record of any official Board action taken at that time to approve such an arrangement. Further, even if the Board had taken

official action at that time to approve such payments, which is unsubstantiated, your response fails to account for the Board's adoption of Board Policy No. 5251 in 2012. Moreover, the investigation revealed that the District took reasonable steps to educate you and other District coaches regarding the District's Conflict of Interest policy, including through detailed trainings in 2014 and 2015. You responded in our meeting that you were not aware of the District's Conflict of Interest Policy. Your answer was contrary to what I know to be true, as I personally conducted the training in August 2015, and discussed this policy with you in attendance. Also, your attendance at the 2014 and 2015 trainings was verified by the sign in page for both trainings. Ms. McDaniel also reminded you of Board Policy No. 5251 in a meeting she had with you on October 13, 2015 concerning your business interest in Bay City Printing and how this impacts you as the football coach.

In addition to the District's Conflict of Interest Policy, my investigation revealed that you knowingly and repeatedly violated Board Policy No. 2151 (Interscholastic Activities). Board Policy No. 2151 states, in relevant part, that:

"E. Coaching stipends and all gifts to a coach that exceed five hundred dollars (\$500.00) in a season will be approved by the board of directors. Coaches may not solicit or accept additional compensation of any kind for the services to be performed for the District from team members, students, parents, and booster clubs or other community members or agencies. Gifts received, if any, must comply with Policy 5255, "Gifts to Staff."

Under this policy, any and all stipends or compensation you received from a non-District entity in excess of \$500 for coaching duties related to BHS football that was not approved by the Board is a violation. Whether this amount is \$501 or \$60,000, the violations exist. The investigation revealed that you received unauthorized compensation in violation of Board Policy No. 2151 on at least 4 occasions as evidenced by the contracts submitted to me during my investigation. This violation is predicated upon your clear failure to adhere to boundaries between where the BHS football program ends and where the Boosters and Athletic Camps Northwest begin. The belief that summer football activities, including the Fort Warden Camp, were not "in season" is not supported by WIAA Rules nor any reasonable interpretation of Policy 2151. As noted above, the Fort Warden Camp is a District sponsored activity and as such does not count as a separate activity that is "out of season" and not connected to the school. This interpretation is further supported by the Collective Bargaining Agreement, and can be found as Note 1 on page 13, page 15, and 17, "Stipends include the competitive season and any off-season WIAA-approved coach-directed activities." Further, the investigation revealed that your violations of Board Policy No. 5251 and Board Policy No. 2151 have occurred for several years, dating back to at least 2012.

While your repeated violations of the above-referenced Board policies are problematic, even more troubling and inexcusable to the District is your numerous outright denials to your supervisors and District administrators regarding your receipt of payment from the Boosters and other organizations until the culmination of the WIAA investigation. The previously named administrators have all attested to times when you have denied being paid for football or other activities by outside organizations other than the District. In May, 2015 you told Mr. Harrison, Mr. Powers and Mr. Lowell that you did not get paid by anyone else to coach high school football. In a meeting you had with Dr. Mills in August of 2015, you voluntarily told Dr. Mills that you were not being paid by the Boosters for football. And as recently as April 26, 2016, you stated to Ms. McDaniel by phone that you had not been paid for coaching at Fort Worden. In addition, when I interviewed you during the summer of 2015, you stated to me at that time you had not been paid by the Boosters. Given these most recent opportunities you have had to be forthcoming to the District regarding the payments you received from outside sources for work directly related to the BHS football program, and your failure to do so, the District can come to no other conclusion other than you had been deliberately deceptive. It is unfortunate that only now

do we have a full understanding of what has transpired, despite numerous opportunities the District has afforded you to be transparent regarding this additional compensation.

For these reasons, the District's Administration will be recommending to the Board the termination of your position as the BHS Head Football Coach. As the information obtained from this investigation was not known to the District at the time Ms. McDaniel issued an offer of appointment to you as Head Coach of the BHS football team for the 2016 year, your termination will be governed under the provisions of Article 5, Section 2-Just Cause of the Collective Bargaining Agreement ("CBA"). Due to the nature of this recommendation, you shall be placed on administrative leave per Article 5, Section 5.2.1 B of the CBA. Before this recommendation for termination is submitted to the Board for action, you have a right to provide any additional information that you believe should be considered. I request this information to be provided to me no later than the end of business on Tuesday, May 31, 2016. In addition, once you have received the final recommendation from me after May 31, 2016, you have a right to appeal the recommendation in accordance with Article 6 – Grievance Procedure of the CBA.

Sincerely,

Jeffrey J. Thomas, Ed. D.
Executive Director of Human Resources

cc: Dr. J. Tim Mills
Scott Powers
Lauren McDaniel
Human Resources