



**INVESTIGATIVE REPORT
RE: BELLEVUE HIGH SCHOOL
FOOTBALL PROGRAM**

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**Robert
Westinghouse**

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MEMORANDUM

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TO: Mike Colbrese
Executive Director
Washington Interscholastic Activities Association

FROM: Carl Blackstone
Robert Westinghouse

DATE: March 22, 2016

RE: Investigation of the Bellevue High School Football Program

I. INTRODUCTION

On August 22, 2015, the *Seattle Times* published a story entitled “Bellevue High’s Football Success Aided by ‘Diploma Mill.’” (Exhibit 1).¹ That story raised a number of questions about the Bellevue High School (“BHS”) football program. In response to the story, the Bellevue School District (“District”) requested that the Washington Interscholastic Activities Association (“WIAA”) conduct an investigation regarding alleged violations by the BHS football program of WIAA rules. WIAA, in turn, hired Carl Blackstone and Robert Westinghouse of Yarmuth Wilsdon PLLC to conduct the investigation.

When we were retained, WIAA Executive Director Mike Colbrese defined the objective of the investigation as to ensure that the playing field is level for high school football competitors. He instructed us to look “under rocks, under rocks, under rocks.” We have attempted to follow this directive.

II. EXECUTIVE SUMMARY

The investigation established that for a number of years the actions of BHS coaches, the deliberate ignorance of District and BHS administrators, and the complicity of the Bellevue Wolverine Football Club (“Booster Club”) and its members, have unfairly tilted the football field in favor of the Bellevue High School football program to the obvious detriment of opponents. Moreover, the investigation revealed that the Bellevue High School administrators and football coaches, as well as Bellevue School District administrators knew, or should have known, of the multiple violations of WIAA rules and chose to overlook, or not thoroughly investigate, these breaches. The following summary captures the essence of this report’s findings and conclusions.

¹ A list of all exhibits referenced in this report is attached hereto as Appendix A.

A. **Synopsis of Factual Findings**

Our investigation has found evidence to support each of these factual findings:

1. **Players used false addresses.** There are several examples of BHS football players using false addresses or providing false information to register at Bellevue High School, thereby circumventing WIAA eligibility rules for sports participation. With greater cooperation from the District, additional examples of players using false addresses may have been disclosed.
2. **District and BHS administrators and coaches failed to monitor player addresses.** Although no evidence was uncovered that directly linked players' falsification of addresses to any BHS coach or administrator or to any District administrator, this systemic deception suggests a lack of oversight that allowed or tolerated such cheating.
3. **Limited evidence of subsidized player housing.** There is only limited evidence that BHS football players or their families received subsidized housing or direct payments of money from BHS football coaches or others. None of this evidence suggested a broad-based agenda by BHS football coaches or others to use rental assistance or cash payments to attract or retain players. Given that a number of players and their families refused to speak with us, we recommend that the District conduct its own investigation into this issue, because it has the ability to compel current players and their families to speak with District representatives and provide housing payment records.
4. **BHS Head Coach directed and encouraged football players to attend or take classes at the Academic Institute.** The Academic Institute is a small, private for-profit school in Bellevue. Over the years, several BHS football players who were struggling to maintain academic eligibility at BHS were directed and encouraged by BHS Head Football Coach Butch Goncharoff to attend the Academic Institute.
5. **An assistant coach and the Booster Club paid the Academic Institute tuition for players.** Tuition at the Academic Institute costs approximately \$1,750 per month or \$15,750 per year. Several BHS players attending the Academic Institute either paid no tuition or greatly reduced tuition. This financial support has included donations by the Booster Club to the private school and tuition payments by at least one BHS football coach and by a Booster Club member, who either made the payments himself or coordinated the payments by others. In return, the Academic Institute has maintained close contact with this BHS football coach; provided him access to the school, including the office of the director; and, shared detailed information with him on the academic progress and standing of certain BHS football players who attended the Academic Institute.

6. **District and BHS administrators and coaches cultivated a close relationship with the Academic Institute.** District and BHS administrators and coaches have cultivated a close working relationship with the Academic Institute. This close alignment is evidenced by repeated visits by BHS football coaches to the Academic Institute; by a steady stream of email communications between Jennifer Vice, the director of the Academic Institute, and various District and BHS officials about BHS football players who attended the Academic Institute; by the District sharing its curriculum with the Academic Institute; and, by a District administrator writing a letter of support to the NCAA on behalf of the Academic Institute when the NCAA Eligibility Center placed the Academic Institute on “extended evaluation.”
7. **BHS coaches received excessive payments for coaching high school football.** The Booster Club’s tax returns for the years 2002 to 2012 reflect payments to coaches totaling \$588,568. We believe that the bulk of these payments went to Coach Goncharoff. In August 2007, WIAA implemented a rule requiring that all payments to coaches exceeding \$500 be approved by the school board. None of the payments made by the Booster Club to BHS coaches between 2008 and 2012, totaling \$312,059, were approved by the Bellevue School Board.
8. **The Booster Club operates without the District or BHS oversight.** The Booster Club, which provides enormous sums of money to support the BHS football program, is an extremely well funded organization that is unregulated and uncontrolled by the District and BHS administration. It operates with virtually no oversight, and no direction, from District or BHS administrators.
9. **District and BHS administrators and coaches have failed to self-report WIAA rules violations.** The District and BHS administrators and football coaches have known, or should have known that the BHS football program is replete with WIAA rules violations. These administrators and coaches have chosen not to investigate reports of rules violations or to investigate such reports in a limited and half-hearted manner designed to find no wrongdoing, or, when it came to this investigation, to interfere with or obstruct the process.

For instance, in May 2015, District officials learned that the Booster Club had made significant payments to Coach Goncharoff and also learned that one player had received free tuition to the Academic Institute. The District included this information in a draft violation report to the KingCo Conference, of which BHS is a member. However, after Coach Goncharoff and John Connors, the President of the Booster Club, reviewed this draft report, the District decided not to report these violations of WIAA rules to KingCo.

10. **District and BHS administrators and coaches have interfered with, and obstructed, this investigation.** When the *Seattle Times* article was published raising significant questions about the relationship between the BHS football program and the Academic Institute, the District requested that WIAA conduct an

investigation. In subsequent months, District and BHS administrators and coaches have attempted to control the investigation. When this failed, District and BHS administrators and coaches have interfered with and, in some instances, obstructed the fact-finding process.

B. Summary of Conclusions and Recommendations

These factual findings support the following conclusions and recommendations regarding the Bellevue High School football program.

1. BHS football players have been provided with money and other valuable consideration, consisting of free or reduced tuition during the academic year or in summer school at the Academic Institute, by a BHS coach, the Booster Club, and a member of the Booster Club, in violation of WIAA Rule 27.1.0(A)(1).
2. Coach Goncharoff directed and encouraged BHS football players to take classes at the Academic Institute to obtain minimum grade standards, which such players would not, in all likelihood, otherwise have been able to achieve, in violation of WIAA Rules 18.7.0 and 18.7.4 and District rules.
3. District administrators, BHS administrators and football coaches have failed to exercise appropriate oversight to ensure that BHS football players did not use false addresses or provide other false information to create the illusion that such players resided within the boundaries of the District and/or the designated attendance area for Bellevue High School, in violation of WIAA Rule 18.10.1.
4. District and BHS administrators and football coaches failed to cooperate with, and in some instances deliberately interfered with or obstructed, the investigation of the BHS football program in violation of the WIAA Code of Ethics and in contradiction of the District's and BHS' implicit obligation as WIAA members to support and cooperate with a WIAA fact finder appointed pursuant to the authority and responsibility of the WIAA Executive Board as set forth in WIAA Rule 8.12.9 "to investigate alleged WIAA rule(s) violations."
5. We recommend that WIAA adopt a new rule explicitly requiring that all member schools must cooperate with all investigations of WIAA rules violations.
6. BHS coaches have received payments for coaching in excess of \$500 per year without first obtaining approval from the District's School Board in violation of WIAA Rule 23.1.1. The evidence establishes that for at least the years 2008 through 2012, the Booster Club reported on tax returns payments to Coach Goncharoff and BHS assistant coaches of \$312,059. We believe the bulk of this money has been paid to Coach Goncharoff but we do not know whether there were additional payment made because the Booster Club has refused to provide us with any financial records and Coach Goncharoff has refused to answer any questions relating to payments he received from the Booster Club. Although the

District was aware of or should have been aware of these payments, they failed to (a) properly question Coach Goncharoff about these payments; (b) ensure that the Booster Club comply with Rule 23.1.1; (c) notify the District's School Board about the payments; and (d) report the alleged violation to the KingCo Conference.

7. BHS football players attended, participated in, and received the benefits of, a five-day summer camp at Ft. Worden, Washington, which was paid for in whole or in part by the Booster Club in violation of WIAA Rule 27.1.0, which prohibits any student athlete from receiving "any remunerations of any kind" or "any special inducement of any kind which is not made available to all applicants who enroll or continue to be enrolled in the school." The evidence establishes that for the years 2008 through 2014, the Booster Club reported on its tax returns payments averaging close to \$80,000 a year to cover a portion or all of the costs associated with the BHS football team's Ft. Worden summer camp. Although we have some evidence that a portion of these expenses may have actually been funneled to Coach Goncharoff and other coaches, we have been unable to either confirm or deny this concern because the Booster Club has refused to provide us with financial records and Coach Goncharoff has refused to answer any questions relating to payments he received from the Booster Club.

The Booster Club's financial support of the football summer camp clearly constitutes a remuneration or inducement not available to all BHS students. To the extent that this financial support is not deemed a violation of Rule 27.1.0, it clearly violates the spirit of WIAA's core mission to promote fair play on a level playing field. Few, if any, other high schools in the State have resources to fund such summer camps for football teams. It also raises questions regarding compliance with Title IX requirements to ensure equality between programs for each gender. Allowing one school or one gender to benefit from such largesse, not otherwise available to other member schools or both genders, flies in the face of fundamental fairness. Financial support of this magnitude from a school's booster club should not be permitted.

8. The District failed to self-report two violations of WIAA rules in violation of WIAA Rule 28.1.0, to wit: (1) the payment to coaches by the Booster Club in violation of WIAA Rule 23.1.1; and (2) the payment of tuition at the Academic Institute for one student player in violation of WIAA Rule 27.1.0(A)(1).
9. The District and BHS lack appropriate controls and oversight over the activities and expenditures of funds by the Booster Club. As noted in this report, the Booster Club has operated for its entire existence with minimal, if any, oversight or involvement from the District or BHS administrators. Such lack of involvement and control from either the District or BHS exacerbates the potential for rules violations and excessive financial support. It also directly correlates with the lack of cooperation provided by the Booster Club during this investigation.

10. The District and BHS administrators should structure a formal arrangement to ensure oversight of the Booster Club's relationship with the BHS football program, including the monitoring of all payments to coaches and financial support to the team. In cases where there is reason to scrutinize or question Booster Club activities or financial support after the fact, such involvement and oversight would greatly enhance the District's and BHS' ability to insist on Booster Club cooperation. If such cooperation is not forthcoming, the District and BHS administrators should sever the relationship with the organization. During this investigation, we suggested to District representatives that the District take action to sever all ties with the Booster Club if it would not cooperate in this investigation. To our knowledge no such action was taken or even proposed.
11. We recommend that WIAA adopt a new rule requiring member schools to exercise appropriate oversight and control of booster clubs. Such a rule should also expressly make the actions of booster clubs the direct responsibility of the schools with which they are associated.

III. THE INVESTIGATIVE PROCESS

A. The Scope of the Investigation

The investigation began on September 16, 2015. WIAA instructed us to undertake a fair, independent, and thorough investigation of the BHS football program. WIAA placed no limits or constraints on the scope of the investigation. Our directive was to follow the facts wherever they might lead and to look "under rocks, under rocks, under rocks." We believed that our mission was to fully examine all allegations of WIAA rules violations by the BHS football program and we anticipated that we would receive complete cooperation from the District.

Shortly after we began our investigation, we learned that the District had a much more limited view of the scope of the investigation. On September 22, 2015, seven days after our investigation began, we received an e-mail from John Harrison, District Executive Director of Schools, stating:

[T]he scope of your investigation seems to significantly exceed the scope of what we asked the WIAA to investigate. I am seeking clarification from the WIAA on what your charge was. Until I receive that clarification from the WIAA, no Bellevue School District employees will be available for interview and no documentation will be provided. It is my sincere desire that the scope of the investigation can be clarified and the investigation can resume as soon as possible.

(Exhibit 2).

We subsequently learned that Mr. Harrison and other District officials were intent on narrowly limiting the WIAA investigation only to matters relating to the residency of football players and the Academic Institute. Mr. Harrison identified those matters as follows:

Residency:

1. Whether athletes used false addresses to gain eligibility; and
2. Whether athletes received subsidized housing to gain eligibility.

The Academic Institute:

3. Whether coaches directed athletes to attend the Academic Institute;
4. Whether boosters had paid for tuition of athletes at the Academic Institute; and
5. Whether coaches are coordinating tuition payments for athletes.

(Exhibit 3).

This restrictive view of the investigation's scope was not only inconsistent with the direction given to us by WIAA, but also with our general understanding that the District was interested in getting to the bottom of the endless allegations and insinuations about the BHS football program. In the following days and weeks, a series of meetings and communications ensued among Mr. Harrison, Jeff Lowell, the District Athletic Director, representatives of WIAA's Executive staff, including Mr. Colbrese, and us. WIAA objected to the attempt to limit the scope of its investigation explaining that WIAA felt the need to investigate all possible violations of WIAA rules. These meetings and communications produced no agreement as to the scope of the investigation. We summarized our views in a letter to Mr. Harrison, dated November 4, 2015, in which we stated:

[The District's attempt to restrict the investigation] is contrary to our mandate from WIAA and inconsistent with what should be everyone's objective: to ascertain once and for all whether the Bellevue High School Football Program is in compliance with WIAA regulation. As we previously explained, our investigation has uncovered evidence of misconduct beyond the five areas listed above. It would be inimical to the truth-finding process for [the District] to artificially limit the investigation. [The District] requested that WIAA conduct a thorough and independent investigation and we are at a loss to understand why [the District] would want to preclude us from following the facts wherever they might lead. We urge you to remove any restrictions on our investigation and [the District's] cooperation with the investigation.

(Exhibit 4 at page 2).

Notwithstanding the numerous meetings and exchanges of correspondence, the District steadfastly refused to sanction the broader investigation and, indeed, affirmatively acted to restrict the scope to its preferred topics. Mr. Harrison and other District representatives instructed District employees, as well as BHS coaches and players, that they only needed to answer questions focused on residency and the Academic Institute. The District also refused to provide documents and allow us to interview certain District employees, claiming that the documents and interviews requested were beyond the scope of the investigation.

The District's position impeded our ability to pursue other allegations surrounding the BHS football program. Many of the administrators, coaches, and employees then used this restriction as a justification for not answering our questions addressing such topics as recruiting and payments to coaches. For example, when we questioned Coach Goncharoff about payments he received, his counsel objected and Coach Goncharoff refused to answer questions on that topic or any other topic beyond the District's self-imposed scope. The Booster Club and its president, John Connors, adopted the same position. The unfortunate result is that this report is in part based upon adverse inferences rather than direct evidence.

B. A Lack of Transparency and Cooperation

Not only was the investigation marred by the limits the District placed on the investigation, but it was also hampered, almost from the outset, by a lack of transparency and, in some instances, by a deliberate impeding of the truth-finding process. The adverse actions included the following:

1. The District refused to allow us to directly contact current District employees and current students. Instead, we were required to notify the District of each employee and student we wanted to interview and then the District would arrange the interview. We believe this had a chilling effect on our ability to interview District employees and students.
2. The District offered to provide legal counsel (presumably at District expense) to each employee we sought to interview. The counsel provided by the District was representing the interests of the District rather than the employee. We were told that the employee would be notified that he or she could decline counsel and meet with us alone.²
3. Several witnesses we interviewed who were represented by District counsel were instructed not to answer certain questions deemed outside the limited scope of issues set forth by Mr. Harrison.

² We have learned of at least one instance in which an employee was initially given no choice but to have counsel present on behalf of the District for his interview. Scott Powers, the current principal of BHS, told one current teacher that he had to be represented by a lawyer retained by the District. A private lawyer retained by the District appeared during our interview of the teacher. The teacher told us that he did not feel comfortable having the District's lawyer present during the interview. After our attempt to reach Mr. Harrison for clarification proved unsuccessful, we discontinued the interview. When we subsequently talked with Mr. Harrison, he advised us that the teacher was not required to have a district lawyer present during the interview, and that Mr. Powers' direction to the contrary was wrong. This clarification came too late, however.

4. The District, citing privacy concerns, refused for several months to provide us with transcripts of all BHS football players who attended the Academic Institute. Finally, on January 27, 2016 – more than four months after our investigation began – the District provided us with transcripts for 17 players who attended the Academic Institute. (Exhibit 5). These transcripts were redacted, thus, making it virtually impossible to identify specific players.
5. One volunteer assistant coach refused to talk with us, and although the District had the authority to compel him to meet with us, the District refused to do so.
6. Rather than encouraging current players and their families to fully cooperate in this investigation, the District sent a letter to all of the players’ families criticizing the investigation and its scope. (Exhibit 6). The net effect of this letter was that only one current player agreed to meet with us. As is explained below, after several months the District did send a more positive letter to nine families, which resulted in several additional interviews. (Exhibit 7).
7. Several critical witnesses also refused to talk with us, including John Connors, the President of the Booster Club; Jeff Razore, a former assistant BHS football coach; and Tracy Ford, a former assistant BHS football coach.

What is particularly troubling about the District’s lack of cooperation is that the District is a public entity, funded by taxpayer dollars, and purportedly committed to the WIAA code of ethics, which states that “[i]t is the duty of all concerned with school athletics . . . to emphasize the proper ideals of sportsmanship, ethical conduct and fair play.” (WIAA Handbook, Appendix 9). Throughout this investigation the District has acted in a manner that is inconsistent with these laudable goals.

With even a modicum of genuine openness by the District, we are confident that this investigation would have been completed much sooner and with many more specific examples of WIAA violations. As it unfolded, our work was more tedious, and the evidence developed, more limited. Nonetheless, in spite of these obstacles and roadblocks, the investigation has uncovered significant and long-standing violations of WIAA rules by the BHS football program.

In fairness to the District, we have detected some change in attitude in recent weeks. For example, the District has repeatedly insisted that it could not, because of federal privacy laws, provide us with any information about any student without the student’s parental consent. Nevertheless, in mid-January 2016 – approximately four months after the investigation began – the District allowed us to examine, but not keep, a list of addresses for 42 players we had identified who had transferred to Bellevue High School and played on the football team. On February 24, 2016, more than five months after our investigation began, we were finally provided with our own copy of this list. (Exhibit 8). In previous months, we had made repeated requests for these addresses, arguing that it was impossible for us to determine if students had used false addresses if the District refused to provide us with the addresses. We are at a loss to explain, and the District has not shared with us, why it abruptly changed its view that privacy concerns precluded the release of these records.

Similarly, we have repeatedly requested that we be allowed to meet with current football players. On November 6, 2015, we provided the District with a list of nine players who we sought to interview. (Exhibit 9). At the time of our request, the District had already posted a letter to all football families which could only have been read to discourage players and their families from meeting with us. (Exhibit 6). Not surprisingly, only one player from the list of nine and his parent ultimately met with us.

Early in 2016, after the District demonstrated some increased level of cooperation, we asked John Harrison to send a second, more encouraging letter, to all current players and their families. We drafted a proposed letter. In the end, he declined to send such a letter to all players, but agreed to send a letter similar to what we had drafted to the nine original named students and to several other students whom we identified as players with whom we would like to speak. (Exhibit 7). In the last few weeks, six additional players and their families met with us.³ All of these players and their parents were told, however, that the District's focus was on only the five specified questions, and on some occasions we encountered resistance or hostility when we sought to ask questions about other possible WIAA rules violations.

The District's evolving spirit of cooperation has also resulted in the production of some additional documentation and permission to interview additional District employees, including the District Superintendent, Dr. J. Tim Mills. Much of the requested information, however, remains out of our view because of claimed privacy concerns. Access to other information, such as the notes and draft reports prepared by Shawn Flood, an attorney whom the District retained in 2015 to conduct an investigation of the BHS football program, continues to be denied.

C. A Culture of Fear and Intimidation

We have encountered a sense of fear and intimidation among several witnesses who have expressed to us a reluctance to share their concerns about the BHS football program. Some in this group have explained that they must continue to live and/or work in the west Bellevue community which is serviced by BHS and that they fear retaliation either directed at themselves or in the case of players' families, directed at their children. It is astounding that such emotions exist about a high school sports program, but we found repeated examples of those who told us they were reluctant to meet or to be open and forthcoming because of the likely consequences to them and their loved ones.

We also have encountered repeated, and unfounded, accusations that we are "racists," ostensibly because we have been unduly focused on the addresses given by BHS football players of color. These accusations are absolutely unwarranted and may have been sparked by the strategy that the "best defense is a good offense." These accusations, which to our knowledge, initially surfaced at a District school board meeting in early December, have increased in frequency and in intensity as the investigation has drawn to a close. The nature and content of the accusations strongly suggests that there is a concerted, organized campaign to maliciously discredit us and this report. Examples of such a campaign – both written and oral – are attached. (Three emails containing similar allegations are attached as Exhibits 10, 11, and 11A; a copy of our interview with [REDACTED], [REDACTED], and their mother, [REDACTED] is attached

³ Of the 14 players we requested to interview, seven agreed to be interviewed.

as Exhibit 12). These accusations have missed their mark. We have completed our investigation notwithstanding such blatant attempts at intimidation.

The essence of these accusations is that our questions to coaches, players and parents of players regarding: (1) where a number of current and former players who have transferred to BHS from other high schools live, and (2) whether these players or their families have received financial assistance for housing, have unduly focused on players of color. In fact, the focus of our questions has been a group of 42 players who transferred to BHS. (Exhibit 8). We have attempted to investigate every one of these players to determine if there is any evidence to suggest either that they provided the District with a false address or they were recruited. When such evidence has been obtained, we have appropriately focused our questions on the players so identified.

Our investigation has led to a disproportionate number of questions regarding players of color because a disproportionate number of football players who have transferred to BHS are players of color. Of the 42 players who transferred to BHS to play football between 2008 and 2015, no fewer than 35 are players of color. Every BHS football player who attended the Academic Institute and we believe received financial assistance or reduced tuition, was a person of color.

We have been told by some coaches and parents that many such players come from difficult socio-economic backgrounds. We have heard from some supporters of the program that BHS and its coaches should be praised, not criticized, for providing educational and developmental opportunities to these young men who might otherwise struggle in life. If this picture was accurate, it might be a compelling rebuttal to at least some of the program's denouncers, but the record suggests that there is a real question regarding whether the players who have transferred to BHS have benefitted from, or been used by, the BHS football program.

Undoubtedly several players who transferred to BHS to play football have excelled in later pursuits. Most obviously, [REDACTED], who played into his junior year at [REDACTED] and is now awaiting the NFL draft, and [REDACTED], a standout football player at the [REDACTED] [REDACTED] come to mind. These players are blessed with unique talents and their success probably has more to do with their talent than which high school they attended.

We have learned during our investigation that other players have fared less well. Some failed to receive athletic scholarships to college. Other players who did get scholarships found their path to collegiate playing impeded by a NCAA inquiry into credits they earned while attending the Academic Institute. It is also questionable whether those players who attended the Academic Institute received a quality education. Other players either did not attend college or dropped out. Although we have not attempted to track the progress of all football players who have graduated from BHS, it does appear to us that a number of players have struggled in the years after high school.

Again, it may be unfair to assign responsibility for such struggles to the BHS football program or to its coaches and supporters. We have, however, found scant evidence of any post-season support system in place through either the District or the Booster Club for these players.

The family of at least one player who transferred to BHS has opined that he has been abandoned by the coaches in his pursuit of college scholarships, possibly because of his cooperation with the *Seattle Times*. If the program was truly about the players, one would hope that there would be a strong support system in place both while the players were playing for BHS and thereafter.

IV. BACKGROUND

A. Washington Interscholastic Activities Association (WIAA)

WIAA is a private non-profit 501(c)(3) service organization and rule-making body that was formed in 1905 to create equitable playing conditions between high school sports teams in Washington. WIAA consists of nearly 800 member high schools and middle/junior high schools, both public and private, and is divided into nine geographic districts.

WIAA has promulgated a series of rules governing high school athletics. Those rules address recruiting, residency, academic eligibility, payments to coaches, and a host of other matters. A critical WIAA rule requires all member schools to promptly report any violation of WIAA rules. Rule 28.1.0. This rule is important because WIAA does not have an investigative staff and largely relies on member schools to self-report rule violations. Bellevue High School and the Bellevue School District are members of WIAA and, as such, are obligated to comply with all of the WIAA rules.

WIAA has also adopted a code of conduct which provides that it is the duty of all concerned with school athletics:

1. To emphasize the proper ideals of sportsmanship, ethical conduct and fair play.
2. To eliminate all possibilities which tend to destroy the best values of the game.
3. To stress the values derived from playing the game fairly.
4. To show cordial courtesy to visiting teams and officials.
5. To establish a happy relationship between visitors and hosts.
6. To respect the integrity and judgment of sports officials.
7. To achieve a thorough understanding and acceptance of the rules of the game and the standards of eligibility.
8. To encourage leadership, use of initiative, and good judgment by the players on the team.

9. To recognize that the purpose of athletics is to promote the physical, mental, moral, social, and emotional well-being of the individual players.
10. To remember that an athletic contest is only a game - not a matter of life or death for player, coach, school, official, fan, community, state or nation.

(WIAA Handbook, Appendix 9).

B. Overview of Bellevue High School Football Program

1. Bellevue High School Football Team

Prior to 2001, BHS's only state championship in football came in 1984. The competitiveness of the program began to change in 2000 when Victor "Butch" Goncharoff became the head BHS football coach.⁴ In 2001, BHS won its first state championship in 17 years. BHS went on to win the next three state championships. No other high school team in Washington has ever won four straight championships. BHS continued to excel, winning the state championship again in 2006 and then winning six straight championships between 2008 and 2013. In 2014 and 2015, BHS lost the state championship final games to Eastside Catholic. During the fourteen-year period from 2001 through 2015, the BHS football team compiled an unparalleled 195-14 won-loss record. Indeed, for one stretch of more than four seasons, the BHS football team won a staggering 67 consecutive games.

2. The Bellevue Wolverine Football Club

The Bellevue Wolverine Football Club ("Booster Club") was established in 2003 as a 501(c)(3) charitable organization. (Exhibit 13). John Connors has been the president of the Booster Club since 2008. The other officers and directors are currently:

Vice-President – Joe Razore
Treasurer – Meri Gilbert
Program Director – Rob DeRider
Web and Ft. Worden – Chris Sampson
Board Member – Kim Bentz
Board Member – Craig Gilbert

(Exhibit 14).

Each year the Booster Club is required to file an informational tax return (Form 990) with the IRS. (Copies of these tax returns for the calendar years 2002 through 2014 are attached as

⁴ Coach Goncharoff had been an assistant football coach at BHS since 1994 and prior to that he had coached in the Junior Wolverine program. He was represented in this investigation by two attorneys, Robert Sulkin and Malaika Eaton.

Exhibit 15). The tax returns reflect that the Booster Club has raised \$2,753,201 in funds between 2002 and 2014.⁵

The tax returns also reflect significant expenditures by the Booster Club, including:

- a. **Payments to Coaches** – Between 2002 and 2012 the Booster Club paid \$588,568 to BHS football coaches.⁶ (See page 58 of the report).
- b. **Fort Worden Football Camp** – Each year the BHS football team holds a five day camp at Fort Worden in Port Townsend. Between 2002 and 2014 the Booster Club has paid \$638,669 to support the football camp.⁷

⁵ The total revenue raised by the Booster Club each year according to the Form 990 is as follows:

2002 - \$57,530
2003 - \$80,297
2004 - \$176,314
2005 - \$112,127
2006 - \$122,111
2007 - \$167,630
2008 - \$243,339
2009 - \$234,389
2010 - \$227,045
2011 - \$257,244
2012 - \$361,211
2013 - \$427,181
2014 - \$286,783

⁶ The Booster Club tax returns for 2013 and 2014 do not list any payments to coaches.

⁷ The total amount spent each year to support the Football camp according to the Form 990 is as follows:

2002 - \$11,243
2003 - \$12,644
2004 - \$17,871
2005 - \$0
2006 - \$18,228
2007 - \$21,862
2008 - \$80,989
2009 - \$79,212
2010 - \$82,891
2011 - \$69,264
2012 - \$78,631
2013 - \$85,194
2014 - \$80,640

- c. **Off-Season Training** – The Booster Club reported spending \$20,216 for off-season training during the years 2005 through 2012.⁸

Although the Booster Club is an independent organization, BHS and the District are obligated to ensure that it engages in activities that are consistent with WIAA rules. The District web site recognizes “It is important for all booster [clubs] to work with their building Athletic Director and ASB accountant about fundraising procedures and how they as an organization should operate. This is vital to ensure that district policy, ASB laws and WIAA regulations are followed.” (Exhibit 16).⁹

This investigation has revealed that BHS and the District have abdicated their responsibility to oversee and control the Booster Club. In fact, the Booster Club has consistently resisted any attempt by the District to either examine or control their activities. John Connors, the Booster Club president, has repeatedly declined to make himself available for interviews with investigators, including ourselves, seeking information regarding the Booster Club and its finances unless he is provided with the questions and documents in advance. Such conditions are anathema to an open, candid discussion of the facts and an unacceptable alternative to a face-to-face question and answer session.

For example, during one exchange in May 2015, Mr. Connors assured District administrators:

The Club has made payments to people over the years but has not made payments to anyone over \$500 for their role as a coach, teacher, student-athlete of any team or school with the Bellevue School District.

(Exhibit 17). The obvious next question is whether the Booster Club has paid BHS coaches sums of money, ostensibly for some other service such as coaching a youth football camp, but in reality as an added stipend for coaching high school football. We wanted to probe more deeply, but we have been denied the opportunity. Mr. Connors has insisted that the Club’s programs and expenses are sufficiently explained in its tax returns, but again the information set forth in these returns may not tell the entire story.

In September 2015, the District’s “hands-off” policy toward the Booster Club and Mr. Connors was again on display. On that occasion Mr. Harrison; Tim Mills, the Bellevue School Superintendent; and, Steve McConnell, then the President of the Bellevue School Board, met

⁸ The following amounts for off-season training were reported for these years:

2005 - \$2,500
2007 - \$4,800
2009 - \$1,950
2010 - \$5,396
2011 - \$570
2012 - \$5,000

⁹ Notwithstanding this policy, Superintendent Mills told us that he did not believe that it would be appropriate for the BHS athletic director to serve as a non-voting advisor to the Booster Club because it would be a conflict of interest.

with Mr. Connors and Joe Razore, the vice-president of the Booster Club. Although, the Booster Club had failed to provide information to the District, Mr. Harrison explained to us that the purpose of the meeting was for the District to “answer” questions from the Booster Club. Mr. Harrison said that neither he, Dr. Mills, nor Mr. McConnell asked any questions of the Booster Club. This was confirmed by Superintendent Mills during our interview with him.

Our investigation yielded further evidence of the impenetrability of the Booster Club and Mr. Connors’ resistance to scrutiny. In early October 2015, we attempted to contact Mr. Connors by telephone and left a message with his assistant requesting that he return our call. Mr. Connors’ response came through his counsel, Jeff Tilden and Franklin D. Cordell. In a letter dated October 14, 2015, from Mr. Cordell, he noted that the WIAA does not regulate the Booster Club and has no ability to compel interviews, but assured us that Mr. Connors “nonetheless will cooperate with the investigation and make every reasonable effort to accommodate” our request. (Exhibit 18). That assurance, however, came with strings attached, including that we provide Mr. Connors with the questions we intended to ask and the documents we intended to reference in advance.

We responded immediately by declining to provide a list of questions because of the inherent lack of fluidity of such a process, but providing a detailed list of the subject matter that we would cover during our interview. (Exhibit 19). We also included in this letter a detailed list of documents that we were seeking from Mr. Connors and the Booster Club.

This exchange of letters did not produce an interview or any substantive information. Instead, we received another letter from Mr. Cordell dated October 30, 2015, setting forth a laundry list of concerns about the investigation. He claimed, for example, that the investigation was too broad and that it should be limited to a narrow set of questions proposed by the District; that questioning of other witnesses in the investigation had been abusive;¹⁰ that we had improperly contacted students; and that there had been leaks to reporters. Mr. Cordell concluded

¹⁰ Specifically, Mr. Cordell claimed that we had been abusive in questioning BHS principal Scott Powers during an interview on September 17, 2015. This was not true. As we explained to Mr. Cordell, the interview with Mr. Powers was conducted in a professional matter. We were, however, unwilling to allow to go unchallenged certain answers given by Mr. Powers that appeared to be at odds with his statements in a previous investigation and, in a civil tone, we probed further. Specifically, his responses to our questions regarding the harassment, intimidation and bullying complaint against Tracy Ford were a source of concern because they were inconsistent with his earlier statements to the District investigator. This investigator issued a written report finding that Mr. Ford had harassed a BHS football player during a meeting in December 2014. She also found that Coach Goncharoff had violated District procedure by failing to report the incident to the BHS “interim athletic director, the district athletic director, or the building principal.” The investigator interviewed Scott Powers and she reported that he did “not recall Butch Goncharoff telling him that Butch had decided to let Tracy Ford go as the strength coach.” (Exhibit 20 at page 12). We do not know the date of this interview, because the District has refused to allow us to talk to Ms. Flood or obtain her interview reports, but we believe that it occurred in February or March 2015.

During our interview of Mr. Powers he told us that he thought that Coach Goncharoff had “stuck his head” into Mr. Powers’ office and said that he had “canned” or terminated Tracy Ford. We reminded Mr. Powers that he had earlier told the investigator that he did not recall Coach Goncharoff telling him that he had fired Tracy Ford. We asked Mr. Powers why he had not shared this information with the investigator and he said that he had received a “cold call” from the investigator. We expressed concern that he had failed to share this information with the investigator and we pressed him on the fact that his memory of this alleged incident should have been better near the time of the event, i.e., when he spoke to the investigator.

his letter by stating that the Booster Club and Mr. Connors “decline to submit to an interview and will not respond to your requests for production of documents. Instead the Club will cooperate with the WIAA investigation by providing, in due course, a written statement that explains the facts within the legitimate scope of the investigation as outlined in Mr. Harrison’s letter.” (Exhibit 21). We again responded, addressing in detail and demonstrating the speciousness of each of the concerns put forth as an excuse for not meeting with us. (Exhibit 22).

We received no response to our letter. Finally, on January 19, 2016 – four months after our investigation began – Mr. Cordell sent us a letter in which the Booster Club responded to the five limited areas the District identified. (Exhibit 23). In general, the Booster Club denied all involvement in the Academic Institute except for its small annual donations and denied any knowledge of players using false addresses or receiving benefits.

C. Prior Complaints Regarding the BHS Football Program

The remarkable success of the BHS football program has been accompanied by a multitude of rumors and accusations that BHS had achieved this success by violating a host of WIAA rules, including the rules prohibiting illegal recruitment, requiring that athletes reside within the BHS attendance area, limiting payments to coaches, and the rule prohibiting recruiting through inducements to players and their families. In response to these complaints the District has undertaken several investigations over the course of the past nine years. All of these investigations, which are described below, were limited in scope and conducted either by District employees or investigators hired and controlled by the District. The District has never undertaken a truly independent, in-depth investigation into the entire BHS football program or the broad range of allegations of rules violations.

1. 2006 Investigation

We have learned from a *Seattle Times* article that in 2006, the District hired Karin Cathey, a former principal of Newport and Sammamish high schools, to investigate alleged recruiting violations by the BHS football program. (Exhibit 24). According to the article, Ms. Cathey issued a report in September 2006 finding that over 30 football players at BHS did not live in the school’s attendance area. The *Seattle Times* reported that Ms. Cathey had “turned up no ‘smoking gun’. . . but people involved with the program, including coaches, probably did things that might be easily perceived as recruiting . . . such as giving prospective student athletes tours of the football facilities and weight room, and talking to them or their relatives about the program before they transferred to Bellevue from other schools.” The *Times* also reported that Coach Goncharoff had denied ever recruiting a player or knowing of recruitment by anyone connected to his program.

The *Times* article also stated that Ms. Cathey had discovered during her investigation that the Booster Club began paying Coach Goncharoff in 2003 to supplement his school district stipend of about \$5,600, finding that the Booster Club had paid Coach Goncharoff in 2003 and that the amount “grew to \$55,000.” (Exhibit 24).

We requested a copy of Ms. Cathey's report from the District and we were advised that the District has "not been able to locate the report for this investigation and to date and we continue to search." (Exhibit 25). Mr. Harrison recently shared with us an e-mail he received from Ms. Cathey in November 2015, in which she claims that she "reported her findings to [the District General Counsel] Sharon Howard" and that she did not "complete any formal report, probably because the rumors had not been proven." (Exhibit 26). Regardless of whether a formal report was prepared, the District has not provided us with any documents relating to this investigation.

An independent source, however, provided us with a number of documents relating to this 2006 investigation, which he had obtained through a public records request. Although there was no final report contained in these records we did find a letter dated September 11, 2006, from Sharon Howard, the former BSD General Counsel, to Mike Colbrese, Executive Director of WIAA, stating that "the Bellevue School District's investigation into allegations of improper football recruiting at Bellevue High School has not substantiated the concerns expressed. However, it has not been possible to contact or complete interviews with all persons of potential interest, and the matter is of continuing importance, thus, the subject is not necessarily closed." (Exhibit 27).

Ms. Howard further explains that "in the course of investigating the concerns of possible recruitment violations we learned that the Bellevue High School Football Booster Club has given substantial sums to BHS football coaches in the past few years." (Exhibit 27). Apparently during the course of the investigation Coach Goncharoff acknowledged that he received \$55,000 from the Booster Club in 2005-06 and a like amount in 2004-05. He further stated that he had received approximately \$12,000 from the Club in 2003-04. (Exhibit 28). Because this practice did not violate any current WIAA rules, state law or District policy, Ms. Howard requested that the WIAA consider adopting a rule "providing guidance to schools to identify whether, and if so what, limits should be placed on various types of booster club support for WIAA programs." (Exhibit 27).

In April 2007, the WIAA Representative Assembly adopted a new rule requiring that any payments to coaches exceeding \$500 must be approved by the School District Board of Directors. The rule went into effect on August 1, 2007. Rule 23.1.1.

2. The District Superintendent Failed to Investigate Allegations Re: BHS Football

In 2012, Dr. Mills became the Superintendent of the Bellevue School District. Shortly thereafter, a high level District employee met with Dr. Mills and told him there were problems with the BHS football program that he needed to address. Dr. Mills never undertook any investigation and told us he had no recollection of this meeting.

3. Investigation of Concern expressed by Gary Plano

Additionally, soon after Dr. Mills was named the Superintendent for the Bellevue School District, Gary Plano, the Mercer Island School Superintendent, encouraged Dr. Mills to initiate an investigation into the BHS football program. When, several months later, Mr. Plano inquired

further, he was assured by Dr. Mills that John Harrison had conducted an investigation and had been able to confirm that every BHS football player had come out of a Bellevue High School feeder middle school. Superintendent Mills confirmed for us that he had received such an inquiry from Superintendent Plano; had referred the matter to Mr. Harrison; and had received an oral report back that there were no issues with players who had transferred into the program. As far as Superintendent Plano knew, this marked the end of all inquiry about the reported rules violations. This was confirmed by Superintendent Mills.

Superintendent Mills' claim that John Harrison conducted an investigation is at odds with what we learned from Mr. Harrison. He told us that he had received "about" five complaints about the BHS football program and that he only investigated one complaint relating to the alleged recruitment of four players from the Tacoma area.

4. Investigation of Recruiting Violations in August 2012

In August 2012, the District received an anonymous complaint alleging that four new players on the BHS football team had been recruited. The four players were [REDACTED], [REDACTED], [REDACTED], and [REDACTED]. (Exhibit 29). They all lived in the Tacoma area and it was alleged they had been recruited to play for BHS through Jeff Razore, the coach of an AAU Basketball team called the Seattle Swish and an assistant football coach at BHS.

John Harrison and Lance Gatter, the BHS Athletic Director at the time, investigated this allegation. They interviewed Jeff Razore, who admitted that [REDACTED] and [REDACTED] had played on his AAU basketball team. He also admitted that his team had played against teams on which [REDACTED] and [REDACTED] had played. Mr. Razore denied that he had recruited any of these players to play for BHS. Mr. Harrison also interviewed Coach Goncharoff, who acknowledged that in April 2012, [REDACTED] the father of [REDACTED], had shown up at the BHS weight room with [REDACTED], [REDACTED], [REDACTED] and [REDACTED]. [REDACTED] told Coach Goncharoff that the four students wanted to come to BHS. Coach Goncharoff told Mr. Harrison that he immediately told [REDACTED] that he could not talk to him and that he ([REDACTED] needed to talk to the BHS Athletic Director. (Exhibit 30).

Based largely on these two interviews of Jeff Razore and Coach Goncharoff, Mr. Harrison concluded that there had been no recruitment of the four students. (Exhibit 30). This investigation was deficient in several respects. First, to our knowledge Mr. Harrison never interviewed the four students. Second, he never interviewed the parents of the four students to ascertain why they moved to Seattle and how the move impacted their employment. Third, although Mr. Harrison knew that at least two of the students lived in the same apartment complex, he never visited the apartment complex to ensure that the students and their families were actually living there; he did not interview the landlord;¹¹ and, he made no effort to

¹¹ During our investigation we interviewed the [REDACTED] landlord their first year living in Bellevue. She told us that the family told her that they had been "recruited" to play football at BHS. When we spoke to [REDACTED] and [REDACTED] and their mother, [REDACTED] they denied that the boys had been recruited. The [REDACTED] also denied having come to the weight room in the spring of 2012 with [REDACTED] [REDACTED] and [REDACTED].

determine who was paying the rent for the apartments. Finally, Mr. Harrison did not interview any officials from the Tacoma Public Schools.¹²

██████████ the father of ██████████, was made an assistant coach. In this investigation, we sought to interview ██████████ but Mr. Harrison refused to arrange such an interview claiming that he could not compel a parent to speak with us. We pointed out that ██████████ was also a coach and that the District clearly had the means of compelling him to meet with us. ██████████ has never agreed to meet with us and the District has never required him to speak to us.

On December 2, 2015, the *Seattle Times* reported additional evidence relating to the transfer of the ██████████ and other players to BHS. (Exhibit 31). The article references a series of Facebook posts among ██████████, his mother, and Danny Razore, Jeff Razore's brother, and then a BHS football coach. The essence of the posts is that Danny Razore responded to banter between ██████████ and friends on his public Facebook page about where they planned to attend high school with a suggestion: "cough Bellevue, cough!" When ██████████ responded that BHS was too far away, Danny Razore answered, "don't be scared." ██████████ then entered the exchange posting: "meet me on the 512 hwy exit every morning and drive him to BHS and you got yourself a DEAL." Danny Razore answered, "BET!"

During our interview of the ██████████¹³ and their mother, ██████████ said that she moved to Bellevue because of the educational opportunities for her sons at BHS. (Exhibit 12). She said the Facebook banter was "joking" and that her sons had not been involved in the Facebook exchange.

Whether the group of Tacoma players was recruited or came independently to BHS is unclear. However, in light of the new information uncovered in our investigation, the Facebook postings uncovered by the *Seattle Times* and the fact that ██████████ ██████████ and ██████████ declined to be interviewed, we recommend that the District conduct further investigation into this matter.

5. December 2012 Anonymous Complaint

In December 2012, an anonymous complaint was submitted to Superintendent Mills and other District administrators alleging that 20 players on the BHS football team had been illegally

¹² We interviewed several Tacoma Public School employees and learned the following: Dan Clegg, the head football coach at Wilson High School in Tacoma, the school that ██████████ and ██████████ would have attended had they remained in Tacoma, reported that at spring football practice the year before the four players moved to BHS, he spoke to ██████████ about the reason for him leaving Tacoma to attend BHS. ██████████ told Mr. Clegg that his mother was moving to Bellevue, but that he was going to live with the ██████████ for the first year. Mr. Clegg reported that it was his understanding that ██████████'s mother worked at Tacoma General Hospital at the time. Dan Besett, the Wilson High School principal, related that during the summer before the transfer to BHS, ██████████ sister, ██████████, a freshman who played on the Wilson basketball team, stopped into his office to say "Goodbye." ██████████ told Mr. Besett that she had to move with her brother to BHS for him to play football. She said her father was moving.

¹³ ██████████ and ██████████ declined our request for an interview.

recruited, used false addresses, or lived outside the BHS attendance area. The letter offered the names of each player, and provided specific information relating to some of the players. (Exhibit 32). Superintendent Mills told us that he again referred this complaint to Mr. Harrison, who, once again, gave an oral report assuring him there was no substance to the allegations. As explained above, Mr. Harrison told us that the only complaint he investigated related to the alleged recruitment of the four players from the Tacoma area.

6. Shawn Flood Investigation - 2015

On January 27, 2015, the District hired a Tacoma lawyer, Shawn Flood, to investigate an allegation that Tracy Ford, BHS assistant football coach, had subjected players to harassment, intimidation, and abuse during a team meeting on December 8, 2014. Ms. Flood's investigation culminated in a report dated April 8, 2015, finding that Tracy Ford had engaged in improper conduct towards a BHS player. She also found that Coach Goncharoff and two assistant coaches had violated District policy by failing to report Mr. Ford's improper behavior. (Exhibit 20).

We believe that Ms. Flood's investigation uncovered information relating to the payment of coaches, the payment of tuition at the Academic Institute, and the payment of money to parents of a BHS football player. None of this information, however, was contained in Ms. Flood's final report to the District.

It appears that Ms. Flood prepared two reports. Her billing entries for March 16, 2015, to March 24, 2015, reflect that she (1) prepared a "draft report re: harassment of [student name redacted by the District], edit and proofread, assemble various exhibits; and (2) "prepare[d] report re: other related issues to [redacted] investigation on WIAA violation allegations, etc. assemble exhibits thereto." (Exhibit 33).

We also believe that a number of District employees were involved in the decision to remove information from Ms. Flood's report. Jeff Lowell provided us with a chronology that he prepared. (Exhibit 34). This chronology reflects that on April 3, 2015, Dr. Tim Mills, Annie Cole, District General Counsel, John Harrison, Jeff Thomas, Jeff Lowell, Scott Powers, and Lauren McDaniel met "to discuss [Ms. Flood's] draft report." As a result of that discussion "it was returned with some items to clarify." Then, on April 24, 2015 the same group met to discuss Ms. Flood's "revised report."

Superintendent Mills and Annie Cole have denied our request to produce all reports and draft reports prepared by Ms. Flood. Indeed, we have repeatedly been assured by Messrs. Harrison and Lowell that Ms. Flood only prepared one report. Dr. Mills and Ms. Cole have also denied us access to all of Ms. Flood's notes and memoranda prepared during the course of her investigation. Most significantly, they have precluded us from even interviewing Ms. Flood.

The only inference we can draw from the District's refusal to provide us with Ms. Flood's records and the District's refusal to allow us to interview Ms. Flood, is that she has information detrimental to the BHS football program.¹⁴

¹⁴ It is our understanding that it is the District's position that Ms. Flood's report(s), notes, and other related materials are protected by the attorney-client privilege. We question whether any such privilege exists because at least one

7. BHS Self-Report to KingCo – June 2015

Jeff Lowell and Lauren McDaniel, BHS Athletic Director, prepared a written violation report dated June 1, 2015, entitled KingCo Conference Violation Report. The report was addressed to Yonni Mills, Athletic Director, Bothell High School, and it identified two WIAA rules violations.¹⁵ (Exhibit 35). The first violation was “Out of Season Coaching” which was based on the fact that BHS players were required to participate in an off-season conditioning program run by Tracy Ford.

The second violation was for “illegal recruiting.” This violation was based in part on the facts that (1) a then BHS assistant coach, Dan Cerillo had “loaned” \$3,000 to a BHS football player’s father “to keep them in their current housing”; and (2) Coach Goncharoff paid \$300 to the player’s father “to assist with food/rent when the family was in need.”

Based on this self-report, KingCo imposed sanctions on BHS consisting of (1) placing the BHS football program on probation for three years; (2) a two-game suspension for Coach Goncharoff; (3) a one-game suspension for assistant coaches involved in the illegal recruiting; (4) mandatory and ongoing training for all coaches within the football program; and (5) the loss of KingCo revenue shares for BHS for three years. (Exhibit 36).

During our investigation we requested any earlier versions of the KingCo Violation Report, dated June 1, 2015. Mr. Harrison advised us that there were no earlier versions of the violation report. (Exhibit 25). However, in response to our request for all records that the District had earlier provided in response to public records requests, the District provided us with a draft of this report. (Exhibit 37). This draft is undated and the author is not identified, although Jeff Lowell admitted he had prepared it. This draft report contains information and identifies additional violations that were not included in the final report and never conveyed to the KingCo conference. We discuss the failure to self report these additional violations later in this report at pages 61 to 63.

D. *Seattle Times* Article and the District’s Request that WIAA Conduct Investigation

On August 22, 2015, the *Seattle Times* published a story entitled “Bellevue High’s Football Success Aided by ‘Diploma Mill,’” which stated: “At least 17 players attended the private school over the past seven years, some at the urging of the coaching staff and with others picking up the pricey tab.” (Exhibit 1). This article reported that BHS’s remarkable success in football was in part due to a group of students who attended the Academic Institute, a small private school located in a professional park in west Bellevue, but who played football at BHS. The story alleged that the tuition for a number of these student athletes was paid for by the football team’s wealthy supporters with ties to the Booster Club. As the headline suggested, much of the article detailed claims of academic missteps at the Academic Institute that called

version of her report has been published. Moreover, it appears that Ms. Flood was acting as an investigator rather than an attorney in conducting her investigation, thereby calling into question whether the attorney-client privilege ever applied to her work.

¹⁵ Although we have obtained a copy of a written report, it is our understanding from Mr. Lowell that the actual report to KingCo was made orally. The written report was not provided to KingCo.

into question its standing as a high school that actually provided an education for its students, or at least for those playing football at BHS. Finally, the article raised questions regarding financial incentives paid to either recruit or retain football players to attend Bellevue High School.

In response to this article, the District requested that WIAA undertake an investigation.

V. INVESTIGATIVE FINDINGS – MATTERS THE DISTRICT REQUESTED THAT WIAA INVESTIGATE

As explained above, the District requested that WIAA investigate five issues that generally fall into two broad areas: the residency of players as it affects eligibility and the Academic Institute’s relationship with the BHS football program. We address each of these five issues and set forth our findings seriatim in sub-sections A and B below. We also explain, when relevant, the obstacles that we faced in pursuing the facts with respect to each issue. These obstacles included the initial refusal by the District to provide us the players’ addresses we had been asked to investigate and the more recent claim by the District that relevant information regarding addresses used by players at registration had been destroyed. We also briefly discuss other issues related to the use of the Academic Institute by BHS coaches to help football players remain academically eligible in this subsection. We address additional violations of WIAA rules established by our investigation in Section VI of this report.

This report is the product of our investigation, which consisted of more than 100 interviews and the review of thousands of pages of documents.¹⁶ In the following pages we set forth the factual underpinnings of each of our findings, conclusions, and recommendations.

A. Issues Related to Residency

1. Background

a. The Residency of Players as it Affects Eligibility

Over the years, numerous football players have transferred to BHS both from high schools within and from outside the District.¹⁷ Players who transfer within the District must either use the open enrollment process¹⁸ and be accepted at their school of choice; apply to

¹⁶ We have decided not to attach a list of the witnesses we interviewed because several witnesses requested that we keep their identity confidential due to their fear of retaliation.

¹⁷ The Bellevue School District has four high schools: Bellevue High School, Interlake High School, Newport High School, and Sammamish High School. Bellevue High School generally serves West Bellevue. As explained above, in 2006 Karin Cathey identified at least 30 BHS football players who did not live in the BHS attendance area. (Exhibit 24).

¹⁸ The Bellevue School District utilizes an open enrollment plan for students. Students may apply during an open enrollment period, typically from mid-January through mid-February, to attend any high school within the District. If space is available the student will be placed at his/her school of choice. If a student is accepted into another school, he or she is not required to live within the BHS attendance area. In some instances, a high school is closed to open enrollment because it is at capacity. In other instances, a high school may receive open enrollment transfers on a “one-in, one-out” basis. If more students seek to transfer into a high school than space allows, a lottery system

transfer for cause;¹⁹ or establish residency in the geographic area served by BHS. Players who transfer from outside the District must either utilize the inter-district transfer process – requiring both the school district from which the student is transferring and the Bellevue School District to agree to the transfer – or move within the BHS attendance area.²⁰ The players are not permitted to live alone but must reside with their family or legal guardian within the attendance area. A student who attended a District high school for his/her first two years, is “grandfathered” into that school for the final two years, even if the family moves outside of the school’s attendance area. If a student attended a District high school for some portion of his/her first two years, the student can apply for permission to remain at the high school even if the family moves out of the school’s attendance area, but there is no automatic right to remain.

The District is obligated to determine whether a player transferring to BHS is complying with the residency requirements. When we first met, John Harrison assured us that the District thoroughly investigated players’ addresses. He told us, in fact, that he expected athletic coaches to determine that a player was actually living at the address he provided as his residence. Contrary to Mr. Harrison’s assurance, however, Coach Goncharoff told us that he makes no effort to determine whether a player is living at a particular residence, stating he relies on the BHS administrators to determine if a player is eligible to play. Neither he nor members of his staff undertake any efforts to verify a players’ residence.

BHS Assistant Head Coach Pat Jones also denied ever being told by John Harrison to check where players were sleeping. Indeed, he cited an incident approximately ten years ago when the District was required to pay damages for an overly aggressive “bed-check” as a reason that coaches did not check on the residences of players.

Glenn Hasslinger, District Supervisor of Pupil Management, was the District administrator primarily responsible for student placement from September 2005 until October 2015. He advised us that prior to the fall 2013, he occasionally went to the residence of a student to verify that he actually lived at the reported address. He recalled one such visit during the 2005-2006 school year and a second visit to a residence of a basketball player more recently. In the fall 2013, he was instructed by Shawn Lewis, the District Deputy Superintendent at that time, to stop making such visits because Mr. Lewis claimed they were “a waste of time.” He made no further visits to verify a student’s registration address.

is used to select which students seeking admission pursuant to the open enrollment plan will be allowed to enroll in a particular high school. From 2005 through 2014, according to Glenn Hasslinger, Bellevue High School was operating on a one-in, one-out basis for open enrollment. He does not recall a student seeking to enroll at Bellevue High School under this plan ever being denied admission.

¹⁹ A student who seeks to transfer for cause must first have his/her application approved by an administrator at the school that the student should attend and then by an administrator at the school of choice.

²⁰ Regardless of whether the student, who had begun high school other than at BHS, transferred to BHS utilizing the intra-district open enrollment process or transferred to BHS from another district, they would be required to sit out of varsity athletics for one year unless they were able to demonstrate the transfer was made necessary because of some hardship.

b. The refusal of District administrators to provide us with player addresses

The District asked that the WIAA investigators determine whether football players were using false addresses to establish eligibility.²¹ Notwithstanding this request, the District refused to provide us with the residence addresses of record for any students, absent parental consent, for the first four months of the investigation.²² Obviously, this is the most crucial information needed to investigate the legitimacy of players' addresses. District administrators took the position that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g, made it impossible to provide us with this information absent parental consent.²³ We strongly disagreed, reasoning (1) the law contains an exception for contractors to whom the District has "outsourced" such an investigation, and (2) that, in any event, the law contains an exception for directory information, which includes student addresses, unless a parent has affirmatively acted to block the release of such information.²⁴

This impasse persisted until January 25, 2016 – more than four months after our investigation began – when the District modified its position somewhat. On that date, Mr. Lowell showed us a list containing addresses for 42 current and former football players who we had identified had transferred to Bellevue High School and played on the football team during the years from 2008 through 2015. The list contained the names of 15 current players, including many of the team's strongest players, who transferred to BHS and 27 former players who transferred to BHS. For the most part, this list, which we were shown, but not then allowed to retain, contained the most recent addresses shown in Aspen, the District's electronic database, for current players. We were ultimately given a copy of this list on February 24, 2016. (Exhibit 8).

It is important to note that the 42 players who we believe transferred to BHS were identified by us based on our own investigative efforts. Although we have asked the District to provide us with the names of all football players who have transferred to BHS from outside of the district, the District has not provided that information to us. We assume, therefore, that the

²¹ Our investigation has focused both on current and former players.

²² During this four-month period only two players' parents consented to providing us with their addresses.

²³ On September 21, 2015, John Harrison sent an e-mail to us stating that:

[The District] will not be releasing any documents with student information without parent permission until we are able to ascertain whether releasing student information to a third party is permissible under FERPA. We are working toward clarification and I will advise you ASAP.

(Exhibit 38). On September 30, 2015, we met with John Harrison and the District's General Counsel Annie Cole to express our concerns that the District's incorrect interpretation of FERPA was impeding our investigation. Ms. Cole told us that FERPA precluded the District from providing student information, including addresses. When we asked Ms. Cole the legal basis of her opinion, she declined to provide this information to us claiming it was privileged.

²⁴ On October 28, 2015, we sent an e-mail to Annie Cole setting forth our legal position and requesting that Ms. Cole provide us with the legal basis for the District's refusal to provide us with student information, including directory information. (Exhibit 39). She never responded to our e-mail.

total number of football players who have transferred to BHS exceeds the 42 players we have identified through our own efforts.

c. The destruction of relevant address information in student files

The address provided by a player at the time of enrollment at BHS is the most critical one as it is the address used to determine the legitimacy of the player's transfer to BHS. To establish residency a player is also required to provide proof of residency, such as a current lease agreement and utility bills. To our dismay we learned from Mr. Lowell that the District has destroyed all residency documents for those students who have either graduated or withdrawn from BHS. According to Mr. Lowell, the District only has records relating to the registration address used by current players.²⁵ We have asked Mr. Lowell to explain to us when the District's current document destruction policy as he has described it to us began; at whose direction; and whether the District destroyed residence documents for all graduating students or only football players. (Exhibit 40). To date Mr. Lowell has not responded to our request for information.

The District's current practice of destroying all residency documents at the time a student graduates is not consistent with state regulations or district policy. The Washington State Office of the Secretary of State has adopted a regulation governing "School Districts and Educational Service Districts Records Retention Schedule." Section 7.4 provides that a school district is required to retain a Student Cumulative Folder (Student File Folder), which "may contain, but is not limited to" identifying information, including the student's address, for three years after the student graduates. (Exhibit 41). District policy provides that it has complied with State of Washington Retention Schedule concerning student records since the District's creation in the 1940s. This policy provides:

After graduation or withdrawal from the District, the Cumulative File is cleared of all records not listed on the Retention Schedule. The remaining education records are retained in the Cumulative File for 3 years after withdrawal or graduation.

(Exhibit 42). Contrary to what Mr. Lowell told us, Rick Gregory, the District's Records Manager, told us that the District was required to retain all student records, including residency documents containing a student's name, for three years after graduation.²⁶ Mr. Gregory expressed concern that residency information had been removed from the student's file prior to the three year retention requirement. We provided Mr. Gregory with the list of 42 players who had transferred to BHS and we requested that he examine each player's file to determine if in

²⁵ It is important to note that a player's registration address and current address may well differ. For instance, Mr. Lowell allowed us to look at two current players' files and we found that in both instances the address given by each player at the time of registration was different from the current address reflected on the list of addresses provided to us by Mr. Lowell.

²⁶ Mr. Gregory distinguished between records that did not contain a student's name, such as a lease, which could be destroyed, and records that contain a student's name, such as a registration form. He did acknowledge that in cases where a student had re-registered after moving to a different school, only the latest registration form would be retained.

fact the residency information had been removed from each file. We never heard back from Mr. Gregory. Instead, we received an e-mail from John Harrison on March 11, 2016, stating “It is my understanding that from Rick Gregory, you requested additional information regarding addresses from student files for some of the 42 students/former students you identified. We believe we have already provided you with this information/documentation.” (Exhibit 78).

2. First Issue: Whether Athletes Used False Addresses to Gain Eligibility

Because the District apparently does not have, or has not provided us with, registration information for many of the players who have graduated, we looked to other sources for data as to a transferring student’s initial registration address. Although we have not in every instance been able to determine what address a transferring BHS football player used when coming to the District for the first time, we have had some limited success. In some cases, particularly when the student has appealed their eligibility hearing decision to WIAA, we have been able to determine the residence address given by the student in their petition for eligibility.

As delineated in the following paragraphs, we have found that multiple current and former football players have used false addresses and, in some instances, provided false documentation to support such claims of residency. At least one former player provided false information regarding his living arrangement. We have also identified other current and former players who have provided either questionable addresses or questionable information regarding their living arrangements. We address our findings with respect to each of these players below.

We cannot attest to the completeness of this set of false addresses. There may be others from the list of 42 transferring players that have abused the registration process. The District should conduct a more thorough review of all available files of football players and where appropriate, talk to those players and their parents – something that for the most part we have been unable to do – to ensure that there is no continuing address deception. More importantly, District administrators and BHS administrators and coaches must take responsibility for ensuring that players transferring into the program are eligible to play football for BHS. It is not sufficient in light of the parade of transferring players to simply accept addresses given by players, and documents purporting to corroborate such addresses, at face value.

a. Players Using False Addresses or Providing False Information

i. [REDACTED]

[REDACTED] is from Auburn, Washington. He spent his first two years of high school at Auburn High School where he was a star running back on the football team. In the fall of 2014, he transferred to BHS. [REDACTED] told his coach at Auburn High School that he was transferring to BHS because his mother was moving to Texas and he did not want to move with her. [REDACTED] claimed that he was moving to Bellevue to live with his father.

Records given to us by the District contain two addresses for [REDACTED]. (Exhibit 8). His registration address is 15100 SE 38th St., #719, Bellevue, WA 98006. We have determined that this is an address for a private mail box located at Mail Plus in the Eastgate Plaza Mall.

(Exhibit 43). If, in fact, this was the address [REDACTED] provided at registration, it speaks volumes about BHS's efforts to verify the addresses of transferring players.

[REDACTED] also provided the District with the second address shown on District records as 1111 - 102 Ave. NE, #225, Bellevue, WA 98004, an address listed as [REDACTED]'s current address. (Exhibit 8). The property located at this address is the Chateau Apartments, which are located approximately one block north of the Bellevue Square shopping mall, within the BHS attendance area.

We have determined that apartment 225 was rented by a Ronald Coyle for many years. Bob Chamberlain, who had been the property manager for the Chateau Apartments for a five-year period ending a few months ago, advised us that he lived in the apartment immediately adjacent to the Coyle apartment for the entire time he had been the property manager. He stated that Mr. Coyle, an elderly gentleman, had moved out of the apartment a few months earlier and the apartment is now vacant. He was unequivocal in stating that neither [REDACTED] nor his father had ever lived in apartment 225. Our investigator later spoke to Mr. Coyle, who confirmed that [REDACTED] did not live in his apartment. The investigator also interviewed Mr. Coyle's daughter, [REDACTED], who lived in the same apartment complex as her father. [REDACTED] confirmed that [REDACTED] never lived in the apartment occupied by her father.

Based on this evidence, it is clear that the Chateau Apartment address given to Bellevue High School by [REDACTED] was invalid. This conclusion is corroborated by the fact that [REDACTED]'s father, who is also named [REDACTED], operated an automobile repair business, Allied Auto Repair, Inc., at 102 Auburn Way N., Auburn, WA. (Exhibit 43A). This business closed in September 2015. At that time, [REDACTED]'s father appears to have become a real estate agent doing business as Terrell Realty Group LLC, at 6827 Ripley Ln. SE, Renton, WA 98056. (Exhibit 43B). We have been advised by a coach at another school that [REDACTED] provided a Renton address as his residence when he registered for a summer football camp. A player on the BHS football team told us that [REDACTED] lived in Renton and that he had been to [REDACTED]'s Renton residence, which was located on Lake Washington near the Seahawks facility. Our investigator has confirmed that the residence located at 6827 Ripley Ln. SE, Renton is on Lake Washington and in close proximity to the Seahawks training facility.

[REDACTED] declined our request for an interview.

ii. [REDACTED]

[REDACTED] attended Newport High School between September 2012 and January 2014. He played football and basketball and ran track. The head football coach at Newport High School described [REDACTED] as a "collegiate prospect." On January 25, 2014, he enrolled at Bellevue High School. (Exhibit 44). At the time of his enrollment, his mother, [REDACTED] provided BHS with the following address: 1622 103rd Place NE, L6, Bellevue, WA 98004. (Exhibit 44). During the week of June 9, 2014, an anonymous person hand delivered to

²⁷ We have not named this player out of concern that he might be subject to retaliation. Throughout this report we have not identified several other individuals by name for the same reason. Instead, we have identified those individuals as a "current player," "father of a player" or "current teacher."

BHS a piece of mail addressed to: “The parents of ██████████, 1622 103rd Place NE, L6, Bellevue, WA 98004.” (Exhibits 44 and 45). The anonymous person claimed he/she, rather than ██████████ and his mother, lived at this address. (Exhibit 44). When ██████████ was questioned by the BHS school registrar she initially claimed that she and her son continued to live at the same address and agreed to produce a new lease for the property. A week later, ██████████ met with the registrar and said they were homeless. (Exhibit 44).

The lease agreement ██████████ produced is signed by Sergey Marudov. (Exhibit 46). Our investigator interviewed Mr. Marudov, who said that the lease agreement was false and that his signature on the false lease was not genuine. Mr. Marudov further advised that during the period referenced in the false lease, he had been separated from his wife, who lived in the apartment with their two daughters. After he was questioned in conjunction with this investigation, he spoke with his younger daughter, ██████████, who told her father that she and ██████████ had been classmates in elementary school. At some point in 2013, ██████████’ mother contacted her and asked where she lived. ██████████’ mother told ██████████ that she and her son had to move, but her son did not want to switch school districts. She asked ██████████ if they could use the Marudov address. ██████████ agreed.

The apartment that the Marudovs occupied is owned by Talai Batrouny. (Exhibit 47). Our investigator interviewed Mr. Batrouny and he too confirmed that the lease agreement was false. He said that the lease agreement was signed by “Steve Wilson” on behalf of the owner. Mr. Batrouny said that he had never heard of Mr. Wilson. Mr. Batrouny also said that the false lease provided that rental payments were to be made to “Towne Square.” He said this was false because the genuine lease agreement with the Marudovs provided that rental payments were to be made to him.

The current manager of the Towne Square Condominiums confirmed that the sham lease calls for payments to “Towne Square”, but in fact this entity is not involved in the collection of rent payments.

The on-site property maintenance person, Terry Ghighi, did not recognize a picture of ██████████ as someone living in the apartment complex. An occupant of the apartment adjacent to the Marudov apartment did not recognize a picture of ██████████ as a resident of the apartment. One other person, who we encountered in the parking lot for the Towne Square Apartments thought she remembered seeing a younger male in the vicinity of the apartment, but she could provide no further details.

Based on this evidence, it does not appear that the address used by ██████████ to establish eligibility at Bellevue High School was a valid address. Certainly, the lease that was provided to establish eligibility was not genuine. Further information on ██████████’ transfer to Bellevue High School was provided by his former Newport High School football coach, Mike Miller. Mr. Miller stated that he had been in contact with ██████████’ mother in the summer of 2013 and she said she could not find affordable housing. Mr. Miller attempted to assist, but nothing materialized. ██████████ played football at Newport High School during the fall of 2013. Mr. Miller said that in January 2014, ██████████ and his mother came to his office to advise him that ██████████ would be leaving Newport to attend Bellevue High School. When Mr. Miller

asked how they could afford to live in the Bellevue High School area, ██████'s mother just looked at him and smiled.

In August 2014, ██████ and his mother, Jasmin Rodriguez, participated in an eligibility hearing.²⁸ During that hearing ██████ submitted a written statement in which she claimed that she and her son had been homeless while at Newport and moved to Bellevue to live with another family. (Exhibit 49). ██████ reported that when the lease ended she notified BHS about their housing dilemma. She later spoke to the school's registrar and its McKinney-Vento Coordinator, Betty Takahashi, who told her that her son could continue at BHS, and that they qualified for McKinney-Vento services. It is unclear where the ██████ lived at the time of this hearing or during most of the next two school years.

We have recently been advised by another BHS football player that ██████ is currently living in Skyway on Renton Avenue. We have been unable to confirm this fact but we note that the District provided us with a number of addresses for ██████, including, 13208 Renton Avenue South, Renton, WA 98057, which we understand to be in the Skyway area. (Exhibit 8). ██████ declined our request for an interview.

iii. ██████

The *Seattle Times* reported in an article dated August 22, 2015, that ██████ stated that during his freshman year at BHS he lived outside the Bellevue High School area in Sammamish. (Exhibit 1). He claimed, however, that he used his uncle's address in Bellevue to establish eligibility. He also told the *Times* that he and his family moved to a Bellevue apartment during his sophomore year at BHS. ██████ said that his father told him to thank Coach Goncharoff for "helping pay the rent." ██████ told the *Times* that he did thank Coach Goncharoff who responded, "No problem, man. Just keep it up, keep up the hard work."

During our interview of Coach Goncharoff, he stated he did not know where ██████ lived. He denied paying ██████'s rent. He also refuted the claim that ██████ had ever come up to him and thanked him for paying his rent. The *Seattle Times* also reported in an article dated August 28, 2015, that it had received an unsigned letter from ██████ dated October 19, 2015, in which he recanted much of his earlier report.²⁹ (Exhibits 50 and 51).

²⁸ In a letter dated August 29, 2014, Sam Jackson District 2 Eligibility Chairperson notified ██████ that "based on the information presented at the Hearing, your appeal for eligibility has been granted." (Exhibit 48).

²⁹ Because we have been unable to interview ██████, it is unclear to us whether this letter was actually written by ██████. BHS Assistant Coach Pat Jones told us that "██████ is the author of the October 19, 2015, letter," however, Coach Jones admitted that he had "met with ██████ for almost four hours following the [*Seattle Times*] 'diploma mill' article and took notes from that meeting acting as ██████'s scribe as he spoke." According to Coach Jones, the culmination of this process was that he provided his notes to ██████ following their meeting and "██████ took those notes and quotes, edited and corrected them and wrote the final draft that you read today." (Exhibit 52). Coach Jones also provided us with a copy of the letter allegedly signed by ██████. (Exhibit 53). Coach Jones told us that he was still in touch with ██████ and we requested that Coach Jones contact him and ask him if he would talk to us. We have not heard back from either Coach Jones or ██████.

On January 25, 2016, Jeff Lowell showed us a list containing the names and addresses of 42 players. The District did not provide us with a copy of this list until February 29, 2016. (Exhibit 8). [REDACTED]'s name was contained on that list and the "current" address for him was shown as 1365 - 164 Pl. NE, Bellevue, WA. As explained earlier, because Mr. Lowell claims that the District destroys student residency records when a student either graduates or withdraws from BHS, the only available address for [REDACTED], who graduated in 2013, was his last reported address. King County property records, reflect that property is owned by Reza Zahar and Faranaz Foroozi. (Exhibit 54). On February 8, 2016, our investigator interviewed Ms. Foroozi who stated that she and her husband had lived at the 164th Pl. property between 2012 and August 2015. She said that [REDACTED] had never lived at the address.

The District has been unable to provide us with any other addresses for [REDACTED]. We have also been unable to locate [REDACTED]. As a result we have been unable to determine the accuracy of [REDACTED]'s statements to the *Seattle Times* or to clarify his living arrangements. It appears, however, that at least one address he gave to BHS was false.

A current BHS football player has told us that [REDACTED] lived in Seatac and Tacoma while he was attending BHS. The player said he learned this directly from [REDACTED] and he further knew that [REDACTED] had to get up at 4 a.m. to take a bus to get to Bellevue. We also learned that on a prior occasion, Art Keuhn, then the Interlake High School athletic director, received information prompting him to question where [REDACTED] was living. He advised us that he passed this concern along to Lance Gatter, then the BHS athletic director, but heard nothing further.

iv. [REDACTED]

[REDACTED] attended a high school in Texas during his freshman year. In the fall of 2012, he transferred to Lakes High School in Lakewood, Washington, after his mother was transferred to Joint Base Lewis McChord. He remained at Lakes High School during his junior year even though his mother was living out of the area. On March 3, 2014, [REDACTED] enrolled at Bellevue High School, using the address of 1519 - 106th Avenue NE, Bellevue, WA 98004. (Exhibit 55). Shortly after he enrolled at BHS, [REDACTED] participated in an eligibility hearing. [REDACTED] claimed that his mother, [REDACTED] had been accepted into an Army Masters program in San Antonio, Texas and that she would remain in Texas until April 2015. As a result, [REDACTED] claimed that he had moved to Bellevue to reside with his uncle, Christopher Malone. [REDACTED] further represented that his uncle had "recently moved to Bellevue, Washington, with a family friend," and "was scheduled to attend Bellevue University." [REDACTED] claimed that he moved with his uncle and "now I'm here at Bellevue High School."³⁰ (Exhibit 55 - "[REDACTED] - Student Statement"). As part of the eligibility hearing, Mr. Malone submitted his application to attend Bellevue College. (Exhibit 56).

Mr. Malone signed a Residency Verification Affidavit under penalty of perjury stating that he was living at 1519 - 106th Avenue, NE, Bellevue, WA 98004, and that [REDACTED] was

³⁰ In a letter dated March 14, 2014, [REDACTED] was notified by Sam Jackson, District 2 Eligibility Chairperson, that "based on the information presented at the Hearing, your appeal for eligibility has been granted." (Exhibit 57).

residing with him at this address “at least four (4) night per week . . . which is my primary residence.” (Exhibit 58).

As part of the eligibility hearing, ██████ provided a “Month-to-Month Rental Agreement dated March 3, 2014 as proof of his residence at 1519 - 106th Ave. NE. (Exhibit 59). The lease is for two bedrooms in the house at a rent of \$550 per month. The lease names Richard Mahan as the landlord and Christopher Malone as the tenant. The lease also reflects that ██████, a minor, will also be residing at this address. Mr. Mahan was not the owner of this property. The property was owned by Michael Ritter who had leased the property to Mr. Mahan on December 26, 2013 for \$1,500 a month. (Exhibit 60).

Our investigation has raised doubts about whether ██████ was in fact living with his uncle, as he represented. We have been advised by the Bellevue College registrar that Mr. Malone has never been a registered student at that institution. (Exhibit 61).

To verify ██████’s living arrangement, an investigator working for us went to the residence looking for Mr. Mahan.³¹ He was told that Mr. Mahan was not at home, but he spoke with another man named Brett, who would not provide his last name. Brett told the investigator that ██████ no longer lived at the residence. He stated that he had moved into the residence as a renter in February 2014 and that ██████ was living in the home at the time. He said that ██████ moved out sometime in the spring 2014. Brett said that ██████ usually lived at the residence four days a week, but left the residence on the weekends. Brett said he was not certain but he thought ██████ went to join his family on the weekends. Brett said that ██████’s uncle, whose name he did not know, did not live at the house, but dropped by to visit ██████.

Brett further advised the investigator that Richard Mahan had told him that an arrangement had been reached with the Bellevue High School whereby ██████ could live at this house. He said that, according to Mr. Mahan, everything was okay with BHS. The investigator asked Brett to have Mr. Mahan call him.

After his conversation with Brett, the investigator left several messages with Mr. Mahan who never returned the calls.

Our investigator also contacted Michael Ritter, the owner of the residence. During the first telephone conversation, Mr. Ritter told the investigator he did not live at the house. He also told the investigator that he knew that ██████ was at the rental in 2014, but did not know the particulars. Mr. Ritter told the investigator that he needed to contact Mr. Mahan to obtain the information. In the second conversation the investigator told Mr. Ritter he was seeking information about who paid the rent on the Mahan-Malone rental agreement. Mr. Ritter told the investigator that he did not know who paid the rent. He acknowledged that he had talked with Mr. Mahan immediately after the investigator’s last attempt to reach him. Mr. Ritter volunteered

³¹ Mr. Mahan apparently signed a BHS Co-Residency Supplemental Form stating that he was the “primary resident/owner” of the property located at 1519 106th Avenue NE, Bellevue, WA 98004 and that Mr. Malone and ██████ were residing with him at least four days per week. (Exhibit 62). Although the form required Mr. Mahan to submit a copy of his driver’s license or passport and two proofs of residency, we have not been provided with copies of these documents.

that he thought ██████'s uncle had lived at the house. When confronted with the contradictory information from Brett, he said Brett was mistaken. The investigator attempted to pursue the conflict further pointing out that Mr. Ritter had previously told him he did not live in the house. Mr. Ritter then said that he had another call and hung up on the investigator. The investigator has not received any calls from Mr. Mahan or been able to reconnect with Mr. Ritter.

We interviewed ██████'s mother, ██████ and his brother, ██████, on February 9, 2016.³² ██████ confirmed that she had lived in Lakewood, Washington but that she had been transferred to San Antonio, Texas to pursue a degree in counseling. She said that her oldest son ██████ had moved to Bellevue to live with his uncle (her brother), Chris Malone. ██████ admitted, however, that she knew that her son was living on his own and that Chris Malone would stop in to check on him but did not live with ██████.

Although ██████ did not provide a false address to BHS, it appears that he falsely represented that he was going to be living with his uncle, who was allegedly attending Bellevue College. Athletic Director Lauren McDaniel apparently told the Lakes High School Athletic Director that she was concerned that ██████ was going to be living on his own. We do not know what efforts, if any, Ms. McDaniel undertook to investigate ██████'s living arrangement.³³ WIAA eligibility rules do not permit a student athlete to live by himself/herself. Rule 18.10.0 defines "residence" as the place "where the family unit has established its home and/or the place where the student is habitually present and to which, when departing, the student intends to return." The same rule defines "family unit" as the "adult(s) who has/have resided with, had legal custody, legal guardianship, or has/have acted in a parental capacity of the student and any siblings high school age or younger with whom the student resides for a period of at least one (1) year." Applying these definitions, it is our understanding that WIAA eligibility rules do not permit a student athlete, who is a minor, to live by himself/herself.

v. ██████

████████████████████ graduated from BHS in June 2014. He currently attends the ████████████████████ and plays football. Mr. Lowell provided us with two addresses for ████████████████████. (Exhibit 8). One of those addresses was 2005 Killarney Way SE, Bellevue, WA 98004. A search of King County property records reveals that this property is owned by Evan and Lisa Feinman, and was purchased by them on August 23, 2010. (Exhibit 63). On February 2, 2016, our investigator talked with Mr. Feinman and asked him if ████████████████████ had ever lived

³² Our interview with ██████ and ██████ was cordial and pleasant. When it ended, Lauren McDaniel, who had sat in on the interview as a representative of the District complimented us on our demeanor and professionalism with ██████. Against this backdrop, ██████ March 8, 2016, email to John Harrison and others strongly criticizing us rings hollow. (Exhibit 11A). If there was merit to her criticism, it seems reasonable to believe that ██████ would have raised it more promptly instead of waiting almost a month. If there was merit to her criticism, it seem reasonable to believe that Ms. McDaniel might have expressed her concern instead of extending her compliments. Instead, we suggest that ██████ belated email and the similar emails submitted to John Harrison reflect a concerted effort to undermine this report by condemning its writers.

³³ We attempted to raise this matter with Ms. McDaniel following our interview of ██████ and ██████ but she declined to talk to us without representation.

in his residence. Mr. Feinman said he had never heard of [REDACTED] and he definitely had not lived in his residence.

We are at a loss to explain this finding. We have been told that [REDACTED], who attended Tyee Middle School, a feeder school for Newport High School, chose to attend Bellevue High School. According to Judy Buckmaster, who was at the time the Tyee Middle School principal and is currently the District Executive Director of Student Services, and whose husband, Neil Buckmaster, is a BHS football coach, [REDACTED] chose to attend BHS because his sister was already attending BHS and he wanted to be in the same school so his mother, who was then ill, would not worry. Ms. Buckmaster told us that she had nothing to do with [REDACTED]'s decision. Mike Miller, formerly the head football coach at Newport High School, told us that he had been warned by a youth coach who lived near the [REDACTED] that "BHS had been talking to [REDACTED]." Thereafter, Mr. Miller learned from a newly hired assistant football coach at Newport High School that he had been told by Neil Buckmaster at a state high school basketball tournament game that, "He felt sorry for NHS because that morning [REDACTED] had transferred to Bellevue High School."

We are unable to sort out truth from fiction in this instance. As we understand it, [REDACTED] used the open enrollment process in place in the Bellevue School District to attend Bellevue High School in the ninth grade. If he had made a timely application for open enrollment, there would not have been an obvious reason to create a false address. If he had not applied for open enrollment, he could have sought a hardship transfer. Because [REDACTED] graduated in June 2014 and we have been told that his file has been purged, we have not been able to determine the circumstances leading to his transfer to BHS. For the moment, we can only report that the last address apparently given by [REDACTED] to Bellevue High School, appears to be false.

b. Other Players with Questionable Addresses or Questionable Living Situations.

i. [REDACTED]

As explained above we interviewed [REDACTED] and his mother [REDACTED] [REDACTED] is currently attending BHS and plays on the football team. [REDACTED] told us that she now lived with her two sons, [REDACTED] and [REDACTED] at the Excalibur Apartments, 123 - 112th Ave. NE, Apt. #410, Bellevue, WA. She stated that she commutes from this address to her work place at Joint Base Lewis McChord, which is located more than 50 miles away. She explained that after graduation, [REDACTED] had gone to Washington State University, but had left after taking a couple of classes. She said he was currently taking some classes at Bellevue College. [REDACTED] sister lives in Puyallup.

We have been told by a current BHS football player that [REDACTED] and [REDACTED] live by themselves in the Excalibur apartment. Given this conflicting information we recommend that the District conduct further investigation into this matter.

ii. [REDACTED]

[REDACTED] lived in the Newport High School attendance area. He transferred to BHS pursuant to an open enrollment transfer. He is scheduled to graduate from BHS in June 2016. The District advised us that [REDACTED] was residing at 12220 SE 60th Street #23, Bellevue, WA 98006. (Exhibit 8). Our investigator has been unable to locate any records reflecting that anyone named [REDACTED] has resided at this address. He also determined that the name appearing on the mailbox for apartment 23 is "Tucker." Our investigator determined that Edith Tucker resided in this apartment. When he contacted her she said that [REDACTED] was her son and that he had lived with her for eight years.

We have, however, obtained other information indicating that [REDACTED] may be living elsewhere. A BHS teacher told us that [REDACTED] told the teacher that he resided in Renton.³⁴ The teacher said that at times [REDACTED] was late for class because he had to take two buses to get to BHS. We have been unable to locate an address for [REDACTED] in Renton. We recommend that the District conduct further investigation into this matter.

iii. [REDACTED]

[REDACTED] is from the Tacoma area. In 2012, he moved to Bellevue to attend BHS. At the time of his enrollment, he was living with the Rogers family at 422 101st Avenue SE, #A, Bellevue, WA 98004. [REDACTED], who was also from Tacoma, had moved to Bellevue at the same time.

At some point [REDACTED] moved to a home located right behind BHS at 802 107th Avenue SE, Bellevue, WA 98004. (Exhibit 8). It is our understanding that he resided with his mother and younger brother at this address. We have recently been told by another BHS player that [REDACTED]'s mother has moved back to Tacoma and that [REDACTED] and his younger brother are living alone at this address.

[REDACTED] declined our request for an interview. We recommend that the District conduct further investigation into this matter.

iv. [REDACTED]

[REDACTED] graduated from BHS in 2015. According to the District, the address he provided at the time of enrollment was 2227 109th Avenue SE, Bellevue, WA 98004. (Exhibit 8). A search of King County property records reveals that this property is owned by Brian Henkel. (Exhibit 64). Our investigator talked with Mr. Henkel, who is elderly, and asked him if [REDACTED] had ever lived in his residence. Mr. Henkel said [REDACTED], his mother, and brother lived in his home for several years. According to Mr. Henkel, [REDACTED] and her other son moved out of his home sometime in the spring of 2014, but [REDACTED] continued to live there with Mr. Henkel because he wanted to remain at BHS and continue to play football. [REDACTED] stayed with Mr. Henkel until he graduated in June 2015.

³⁴ A current player also told us that [REDACTED] lived outside the BHS attendance area, "perhaps in Renton."

██████████ confirmed to our investigator that he had lived alone with Mr. Henkel for a period of time. He referred to Mr. Henkel as his “uncle” although there is no blood relationship between the two.³⁵ ██████████ said that his mother and brother had moved to an apartment near Mr. Henkel’s residence but he was unable to recall the address.

We have also been told by a BHS teacher that ██████████ lived alone with “an old guy” who would check up on him and give him food. A current BHS player told us that ██████████ had lived outside the Bellevue attendance area in a residence located near Sammamish High School and at another residence near Bellevue College.

v. ██████████

The December 2012 anonymous complaint to Dr. Mills stated that ██████████ provided a false address to BHS. (Exhibit 32). The complaint alleged that he actually lived in Kirkland.³⁶ We believe that there may be some truth to this allegation. We believe that ██████████ began attending BHS in September 2010.³⁷ He graduated in 2014 and now attends the ██████████. A search of property records reveals that at that time ██████████ enrolled at BHS, his parents owned a home located at 6125 - 132nd Avenue NE, Kirkland, WA 98033. (Exhibit 65). This home was sold on July 27, 2011, at the end of ██████████’s freshman year at BHS. We do not know what address ██████████ provided at the time he enrolled at BHS, because the District has apparently destroyed all residency records for graduating students. The only address BHS currently has for ██████████ is 9538 NE 1st Street, Bellevue, WA. (Exhibit 8). King County property records reflect that Mr. and Mrs. Richmond purchased this property on October 4, 2013, which was shortly after ██████████ began his junior year at BHS. (Exhibit 66).

We attempted to interview ██████████’s mother but she failed to return our calls.

vi. ██████████

██████████ began attending BHS in 2012 and withdrew in January 2015, to attend Bothell High School. The District has advised us that he had entered BHS pursuant to a “transfer for cause.” (Exhibit 67). It is our understanding that a student must reside in the District to be eligible for a transfer for cause. The District provided us with two addresses for ██████████. (Exhibit 8). The first address provided was his “registration address” of 27105 Military Road S, Kent, WA 98032. The second address was his “current address” of 14425 123rd Lane NE, Kirkland, WA 98034. Both of these addresses are outside the District and the District has offered no explanation as to how ██████████ was able to attend BHS.

³⁵ According to Mr. Henkel, his wife’s nephew is married to ██████████’s aunt.

³⁶ We do not know what efforts, if any, the District took to investigate this allegation.

³⁷ Although we asked the District to provide us with the dates ██████████ attended BHS, they failed to do so.

In order to seek clarification we contacted Glen Hasslinger, District Supervisor of Pupil Management, and asked him how [REDACTED] was able to attend BHS when he reported living in Kent and Kirkland, Washington. Mr. Hasslinger reported to us that [REDACTED]'s file contained information relating to residency. This report is inconsistent with information previously provided to us by Mr. Lowell, who claimed that the District purged all students' files of residency information upon graduation or withdrawal from BHS. Mr. Hasslinger told us that his review of [REDACTED]'s file revealed the following:

- a) [REDACTED] enrolled at BHS in November 2012 and provided an address of 520 Bellevue Way, Apt. 5, Bellevue, WA, an address which was not provided to us by the District. According to Mr. Hasslinger this address is located within the BHS attendance area;
- b) In March 2014 [REDACTED] applied for a "transfer for cause" and provided a new address of 1300 138th Avenue NE, #29-3, Bellevue, WA, yet another address which the District did not provide to us. According to Mr. Hasslinger this address is located in the Sammamish High School attendance area. Also, according to Mr. Hasslinger, [REDACTED]'s transfer for cause was granted;
- c) In October 2014, [REDACTED] applied for an "inter-district transfer" to BHS and provided an address of 14425 123rd Lane NE, Kirkland, WA. The inter-district transfer was necessary because by living in Kirkland, [REDACTED] was now residing outside of the District. According to Mr. Hasslinger, [REDACTED]'s inter-district transfer was granted; and
- d) Mr. Hasslinger further advised us that after October 2014, [REDACTED] had poor attendance and ultimately withdrew from BHS on January 30, 2015.

Mr. Hasslinger further advised us that Jeff Lowell had told him that the District had some concern that [REDACTED] was not living at the Kirkland address which he provided in October 2014 and that he might have been living at an address in Kent. Again, the muddled and inconsistent facts make it impossible to reach any final conclusion as to whether [REDACTED] correctly reported his addresses to BHS. Further investigation would seem warranted.

vii. [REDACTED]

[REDACTED] played football at BHS and is scheduled to graduate in June 2016. [REDACTED] has told us that [REDACTED] did not live in the BHS attendance area and that he had admitted to [REDACTED] that he was using a BHS basketball player's address as his residence address. We recommend that the District conduct further investigation into this matter.

c. Lack of Oversight by the District

With minimal cooperation from the District, our investigation has developed substantial evidence that several current and former BHS football players have used false addresses or other false information regarding their living situations. Further investigation, aided by District and BHS administrators and student cooperation, may well lead to additional examples of such cheating.

The investigation has not disclosed whether there is someone orchestrating or masterminding this deception, although there are obvious similarities among the separate cases. The evidence developed in this investigation, however, raises serious questions about why District administrators, BHS administrators, and coaches did not conduct thorough inquiries at the time these and other stellar football players arrived at BHS's door. We have identified no fewer than 42 players who have transferred into the Bellevue High School football program.³⁸ (Exhibit 8). Additionally, in 2006, Karin Cathey determined that 30 players lived outside the BHS attendance area. (Exhibit 24). Many of these players were extremely gifted athletes who started for the high school team and went on to earn Division I athletic scholarships.

Given the staggering number of football players who have transferred to BHS over the years, the District should have thoroughly investigated each player's residency and the circumstances surrounding the player's transfer to BHS. This was not the case. For more than a decade, even when rumors and allegations swirled, the investigative efforts were perfunctory at best. By any standard, this constitutes willful blindness. The failure to exercise appropriate oversight is systemic and begins at the top with Superintendent Mills. He was told shortly after taking office by a high level District employee that there were problems with the BHS football program that he needed to address. Superintendent Mills undertook no investigation and had no memory of this meeting. He was also told shortly after taking office by another district's school superintendent that he should conduct an investigation of the BHS football program. Although Dr. Mills claims that John Harrison undertook an investigation, Mr. Harrison did not confirm this and there is no documentation supporting such an investigation.

Dr. Mills also told us that in the fall of 2012, he had been approached by Mike Colbrese, the WIAA Executive Director, who mentioned rumors about the BHS football program. Again, according to Dr. Mills, no specifics were provided and he took no action. He also acknowledged that a "few community members" had raised issues about the BHS football program, but nothing specific was offered.

Finally, Dr. Mills acknowledged that he had received one or two anonymous letters about the program. One such letter, received in December 2012, contained a list of 20 players and alleged that they had been recruited to play football at BHS and that some of the players had used "a relative's address, or false addresses or used a subsidized rental." (Exhibit 32). Dr. Mills again claimed to have referred this to Mr. Harrison, who allegedly reported back that he had followed up on all the addresses and found no registration irregularities. It is not at all clear

³⁸ We have identified these players through our own investigative work. To date, the District has failed to provide us with a list of all current and former football players who transferred to BHS from outside the district. We assume that the total number of such players exceeds the 42 we have identified.

that Mr. Harrison ever investigated these allegations and there is no written documentation supporting any such investigation. Dr. Mills further told us that he asked Mr. Harrison to work with the high school athletic directors to verify addresses. Lance Gatter, the athletic director at BHS from 2009 through the summer 2013 told us that he had players transferring into BHS and/or their families sign a “residency guarantee.” He did not mention any independent attempt to verify addresses. Likewise, Lauren McDaniel, the current BHS athletic director, did not tell us she did anything to independently verify the addresses of BHS football players.

The District’s lack of oversight is further demonstrated by the fact that the coaches were not directed to investigate the legitimacy of players residence.³⁹ Coach Goncharoff told us that he did not deal with issues of residency and made no effort to determine where players lived. He relied upon the school administrators to tell him who was eligible to play. He stated that on only one occasion – when the four Tacoma based players, [REDACTED] and [REDACTED], [REDACTED], and [REDACTED], came to obtain football gear – did he raise any question with the high school’s administrators. On that occasion, he asked Scott Powers, the BHS principal, about the transfers and was told they all lived in BHS’s attendance area. He asked no further questions.

Then, in the fall of 2013 Glen Hasslinger was told by a Deputy Superintendent to stop visiting student residences to verify residency because it was a “waste of time.” To further compound the lack of oversight, the District at some point made the decision to destroy all residency records at the time a player either graduates or withdraws from BHS. Finally, the District’s refusal to provide us with players’ addresses for almost four months after the District asked us to investigate whether players were using false addresses, speaks volumes about the District’s recognition that it had been far from vigilant in determining that players were legitimately transferring to BHS and living in the BHS attendance area.

3. Second Issue: Whether Players Received Subsidized Housing to Gain Eligibility

The short answer to this question is that our investigation uncovered comparatively little solid evidence that has not already been known that players received subsidized housing to gain eligibility. As explained above, in June 2015, the District self-reported to KingCo that a player’s family had received \$300 from Coach Goncharoff to assist with “food/rent” and the same family had received a \$3,000 “loan” arranged by Dan Cerillo, a BHS assistant coach, to keep the family “in their current housing.” (Exhibit 35). As discussed earlier, some sanctions were imposed as a result of the partial self report of this conduct.

The District failed, however, to disclose to KingCo all of the information relating to these payments. Jeff Lowell had met with the player’s father who told Mr. Lowell that he had in fact received \$1,200 from Coach Goncharoff and that the \$3,000 loan was in fact a gift.⁴⁰ (Exhibit

³⁹ Although Mr. Harrison told us that he expected coaches to determine that a player was actually living at the address he provided, Coach Goncharoff and Coach Jones denied that they took any steps to verify a player’s address.

⁴⁰ We interviewed the player’s father and he told us that he had met with Coach Goncharoff on two separate occasions at a Starbucks near BHS and that on each occasion Coach Goncharoff provided him with an envelope

37 at BSD_002565). Mr. Lowell failed to provide this information to KingCo, preferring instead to only report that Coach Goncharoff had admitted to giving \$300 to the player's father and that the \$3,000 payment from an assistant coach was a "loan."⁴¹ We do not know whether, if this additional information had been provided to KingCo, they would have considered imposing a more serious sanction.

Also as explained above, the *Seattle Times* reported that ██████████ claimed that he had thanked Coach Goncharoff for providing rent assistance and received a response that seemed to acknowledge that it was true. (Exhibit 1). If true, this would be a clear violation of WIAA rules. Again, Coach Goncharoff has denied providing rent assistance and ██████████ later recanted this story and there is no corroborating evidence. We have been unable to interview ██████████. Thus, under such circumstances, this evidence does not support any findings.

Additionally, we learned that ██████████, a star BHS football player, who graduated in 2013, lived with Assistant BHS Coach Pat Jones in Hunts Point, WA. On February 1, 2016 we interviewed Pat Jones, who was represented by his wife, Marianne, who is an attorney. Coach Jones told us that ██████████ and his older brother were abandoned by their parents while they were attending BHS. Coach Jones and his wife decided to take responsibility for the two boys.⁴² They became legal guardians and allowed ██████████ to live in their residence rent free. They paid for his support and also paid for his tuition to take German classes at the Academic Institute. Coach Jones clearly recognized the problem of having a BHS football player live with his family. As a result, Coach Jones claimed that he disclosed his plans to BHS and there was no objection raised to him taking in ██████████. We have not uncovered any evidence which would contradict or call into question what Coach Jones told us.

We have also learned that another star player, ██████████, who transferred to BHS from Federal Way High School before his junior year, lived with Marisa Spooner Le-Duff. At the time, Marisa Spooner Le-Duff worked for Tracy Ford at Ford Performance Sports. Her son, ██████████ played football at BHS after transferring from O'Dea High School.

Ms. Spooner Le-Duff told us that she first met ██████████ when he and a friend came from Federal Way where they lived to train at Tracy Ford's Ford Performance Sports business in Bellevue. She learned that day that ██████████ and his family were homeless and shortly thereafter she offered to take the family in to live in her Bellevue apartment. After, ██████████ moved into her residence Ms. Spooner Le-Duff became his guardian. She and Tracy Ford appeared with him at the appeal of his eligibility hearing and emphasized the hardship that ██████████ and his family had endured before she took them in. According to Ms. Spooner Le-Duff,

containing between \$1,200 and \$1,500 in cash. The father claimed that he had told Mr. Lowell that he had received two payments from Coach Goncharoff.

⁴¹ Mr. Lowell claimed that he orally advised the KingCo Committee that the family "could have received more money from Coach Goncharoff and that Dan Cerillo had initially called the payment "a gift."

⁴² Mr. Jones also told us that on prior occasions he and his wife had taken in other children who had difficult family situations.

██████████ and his mother continue to live in the Spooner Le-Duff apartment. She denies receiving any financial assistance in conjunction with this arrangement.

As with ██████████, the circumstances leading another athletically gifted football player to Bellevue High School are unusual. Ms. Spooner LeDuff, like the Jones family, must be given kudos for her kindness in providing food and shelter to ██████████ and his family. On the other hand, the obvious connection between ██████████ and his visit to Tracy Ford’s training facility, raises questions about his somewhat precipitous arrival at BHS and the financial understanding that was reached among the ██████████ family, Ms. Spooner Le-Duff, and possibly others both as to assistance with living expenses and benefits for training.

B. Issues Relating to the Academic Institute

1. Background

The Academic Institute is a small, private for-profit school located in a professional office park at 2495 140th Ave. NE #210, Bellevue, WA 98005. The founder and executive director is Sherill O’Shaughnessy. The current director and person responsible for the day-to-day operations of the school is Sherill O’Shaughnessy’s daughter, Jennifer Vice.

The Academic Institute is approved by the State of Washington, Office of the Superintendent of Public Instruction (“OSPI”). This approval is renewed annually based upon an application from the school. The approval form is directed to ensuring that the applying school complies with various requirements of the State relating to the educational process, e.g., the total number of instructional hours in the academic year meets statutory requirements; the physical facilities of the school are adequate; and, the school does not engage in racial segregation or discrimination. The Academic Institute most recently applied for approval for the 2015-2016 academic year on March 18, 2015. The application states that the school offers classes for grades 6 through 12 and that its total enrollment was projected to be 40 students. (Exhibit 68). This application was approved by OSPI.

Separately, the Academic Institute has sought and been granted accreditation by an association of private schools which purports to offer something of a substantive “stamp of approval” for the school’s academic program for a period of years after an on-site inspection and review of the school’s curriculum and class content. The Academic Institute received its initial accreditation in 1998.⁴³ (Exhibit 69). Its accredited status was most recently renewed after a visit to the school by a representative of the Northwest Association of Accredited Schools on May 10, 2010.⁴⁴ This accreditation extends until May 2016. (Exhibit 70).

⁴³ The approval form submitted by the Academic Institute to OSPI on March 18, 2015, includes a statement that it was accredited on June 15, 1995, by the Northwest Association of Independent Schools. This earlier date is erroneous according to Jennifer Vice and confirmed by later accreditation documentation.

⁴⁴ The name of the accrediting entity has changed a number of times over the years. At the time of the last accreditation, the organization was known as the Northwest Accreditation Commission. Since November 2012, it has been known as AdvancED.

The Academic Institute has gained notoriety because it has reportedly been attended over the last seven years by a large number of student athletes who played football at BHS as well as a smaller number of student athletes who have participated in other sports at BHS. We have been unable to determine exactly how many BHS football players attended the Academic Institute. The District finally provided us with an incomplete list of players who attended the Academic Institute between 2008 and the present. That list reflected that 12 football players attended the Academic Institute on a full-time basis and 15 players took one or more classes at the Academic Institute. (Exhibits 71 and 72).⁴⁵

The Academic Institute has advised us that between 2011 and 2015, 17 football players attended the Academic Institute on a full-time basis and six players attended on a part-time basis.⁴⁶ According to Ms. Vice, 21 of these players played football for BHS and two played for Bellevue Christian. (Exhibit 73 at page 2). We are unable to verify this information because Jennifer Vice, has refused to provide us with the names of any BHS football players who attended the Academic Institute between 2011 and the present, contending that this would be a violation of the students' privacy. (Exhibit 73 at page 2). The Academic Institute's professed concern for student privacy is undermined by the fact that the Academic Institute has no written privacy policy and more significantly, the Academic Institute's public website contains the names and photographs of students, including several BHS football players who attended the Academic Institute in 2012. (Exhibit 74). Moreover, in response to the August 22, 2015, *Seattle Times* article, the Academic Institute issued a public statement claiming that 17 football players attended the Academic Institute. (Exhibit 75).

Suffice it to say a significant number of BHS football players have attended the Academic Institute. In stark contrast, no football players from any of the other three high schools in the Bellevue School District have attended the Academic Institute.

Because the Academic Institute does not have a sports program, its students can, pursuant to WIAA rules, participate in high school sports at the high school servicing the area in which they reside. Although questions have been raised about where some of the football players actually lived while attending the Academic Institute, all but two played football at BHS. The last student athletes who played football at BHS and attended the Academic Institute left the Academic Institute in 2015 after the *Seattle Times* article appeared on August 22, 2015. (Exhibit 72). This abrupt abandonment of the private school which had been the default alternative for BHS football players who experienced academic challenges, in the wake of the *Seattle Times* article and the beginning of this investigation is possibly a tacit admission that the relationship between the District, BHS and the Academic Institute was driven more by the needs of the football team than it was by academics.

⁴⁵ The list of players provided by the District is incomplete because it does not contain the name of any players who attended the Academic Institute on a part-time basis between 2011 and 2013. (Exhibit 72).

⁴⁶ Jeff Lowell advised us that the Academic Institute's did not include players who attended summer school in the number of players who attended the Academic Institute on a part-time basis.

2. The Close Relationship Between the Academic Institute and the District

The evidence establishes that the relationship between the District and the Academic Institute has been close enough for a number of years to resemble a sort of unofficial partnership. This close relationship, which is supported by numerous facts, is consistent with the District's use of the Academic Institute as a means of ensuring players' academic eligibility.⁴⁷

Since at least September 2011, (Exhibit 76), the Academic Institute has apparently been the only private school given exclusive access to the District's online course curriculum. This was reflected in an e-mail dated February 25, 2015, from Judy Buckmaster, Executive Director of Student Services, to Jennifer Vice stating that the Academic Institute would no longer have "unfettered access to all of our curriculum, [because] we have unfairly advantaged your business when we have not granted similar access to other teaching/tutoring agencies."⁴⁸ (Exhibit 77).

Despite this e-mail indicating that the District had given the Academic Institute exclusive access to the District's online curriculum, we were told by Kathee Terry, the former District Director of Curriculum, that she had given at least one and possibly two other private schools access to the online curriculum. Ms. Terry was surprised to read Ms. Buckmaster's February 25, 2015 e-mail, because Ms. Terry believed that Ms. Buckmaster would have known that other schools had access to the online curriculum. We requested that Ms. Terry provide us with any documents establishing that any schools other than the Academic Institute had access to the online curriculum. On March 11, 2016, John Harrison advised us "as you know, we asked the WIAA to investigate specific to the Academic Institute, therefore, we will not be producing this documentation." (Exhibit 78). We are at a loss to understand why the District will not share with us documentation, assuming it exists, proving that the District allowed other schools to have online access to their curriculum.

This unofficial partnership is reflected in the plethora of contacts among Ms. Vice, the District and BHS officials over the years. District Administrators, BHS administrators and coaches have visited the Academic Institute. (Exhibits 79 and 80). There are numerous e-mail exchanges between BHS athletic directors and Jennifer Vice regarding courses taken and grades earned by BHS football players attending the Academic Institute. (Exhibit 81).

The emails also include communications of a more personal nature, including a number of emails providing Ms. Vice with links to highlights of BHS football games (Exhibit 82),⁴⁹ and one in which Ms. Vice advises Lauren McDaniel of her plan to attend a BHS football game.

⁴⁷ Under WIAA rules in order to be athletically eligible an athlete must maintain "passing grades or the minimum grade standard as determined by the school district if more restrictive," in all but one of their classes. WIAA Rule 18.7.0. The Bellevue School District requires athletes to maintain a 2.0 cumulative grade point average in order to maintain athletic eligibility.

⁴⁸ Ms. Buckmaster also stated that her decision was based on the District's transition to Brightspace software which does not allow access to entities or individuals not associated with the District.

⁴⁹ For reasons that are unclear, the District redacted all sender and recipient names on these e-mails. Jeff Lowell, however, has told us that Jennifer Vice was one of the named recipients on all of these e-mails.

(Exhibit 83).⁵⁰ Furthermore, Jennifer Vice provided us with a series of emails spanning the time period October 30, 2013, through August 31, 2014, between Ms. Vice and Jeff Razore, then a BHS assistant football coach, discussing the progress of Academic Institute students. (E-mails attached hereto as Exhibits 84 through 95). Ms. Vice also provided us with one e-mail between Ms. Vice and Joe Razore, the current Booster Club vice president, in which she offered to provide Mr. Razore with the grades earned by one of the Academic Institute students. (Exhibit 96).

Additionally, on October 27, 2011, a former teacher at the Academic Institute sent the District a detailed complaint about the quality of education offered by the Academic Institute.⁵¹ (Exhibits 97 and 98). It does not appear that the District undertook any effort to investigate this complaint. Nor are we aware of any efforts undertaken by the District to ensure that the Academic Institute was a viable educational institution.

This is especially concerning in light of the NCAA's decision in August 2013 to place the Academic Institute on "extended evaluation." (Exhibit 99). Rather than conduct its own investigation, Judy Buckmaster, on behalf of the District sent a letter to the NCAA Eligibility Center attesting to her confidence that when she accepts credits for course work completed at the Academic Institute and approve their inclusion in BHS transcripts "the rigor of the Bellevue School District curriculum is represented." (Exhibit 100).

In sum, the evidence is irrefutable that there has been a long-standing, close working relationship between the Academic Institute and the District. Moreover, the evidence suggests a similar close working relationship between Ms. Vice and the BHS football coaches, in particular Coach Goncharoff. As noted above, this relationship appears to have ended in 2015. In addition to the withdrawal of its curriculum, it is of note that no BHS football player has attended the Academic Institute on a full-time basis during the current school year. This is the first time since at least 2008 that this has occurred. It seems as though both sides have pulled back from this relationship since questions arose regarding the BHS football program.⁵²

3. Third Issue: Whether Coaches Directed Athletes to Attend the Academic Institute

Our investigation has uncovered evidence that Coach Goncharoff directed and encouraged football players to attend the Academic Institute. We note that during our interview

⁵⁰ According to BHS Assistant Coach Richard Brown Sr., Ms. Vice attended at least one BHS year-end football banquet.

⁵¹ The teacher e-mailed his complaint to Becky Hashimoto, the secretary to the Superintendent. This complaint was never forwarded to Kathee Terry, who at the time was responsible for overseeing the District's relationship with the Academic Institute. Ms. Terry told us that had she received this complaint it would have concerned her and she would have attempted to meet with the teacher who lodged the complaint.

⁵² We did learn, however, that the District has recently entered into a contract with the Academic Institute pursuant to which the Academic Institute will provide special education services to a BHS student, who is not a football player.

of Coach Goncharoff on January 13, 2016, he denied that he had ever encouraged or directed a player to attend the Academic Institute. We do not find his denial credible.

On February 26, 2016, more than five months after our investigation began, the District provided us with e-mail communications which clearly demonstrate that Coach Goncharoff was involved in directing one player to attend the Academic Institute. The first e-mail communication is dated July 3, 2012, from Jennifer Vice to Judy Buckmaster, the District Executive Director of Student Services. The subject line in the e-mail is “[student name redacted by the District] Summer School.” Ms. Vice then writes:

Judy,

Butch Goncharoff just brought me [student name redacted by the District] transcript and would like [student name redacted by the District] to come to summer school to replace the following classes:

- One semester of English 9
- Biology B
- Fndtn World History
- Health
-

Is that possible for him to be approved for these? Or does Butch need to come get approval form. Please let me know.

(Exhibit 101).

Ms. Buckmaster responded within minutes stating that “He’ll [Butch Goncharoff] have to fill out the paperwork and submit it to my Office to be processed . . . If he can take care of it today, we might be able to manage it before the end of the day. I assume you want him to start on Monday.”

(Exhibit 101).

Ms. Vice responded minutes later, stating “I will call him right now and tell him to come by.”

(Exhibit 101).

Then, on July 16, 2012, Ms. Buckmaster sent an e-mail to Ms. Vice stating “I never heard from Butch so I’m assuming [student’s name redacted by the District] is not enrolled?”

(Exhibit 102).

Ms. Vice responded to this e-mail stating “I told Butch to come see you. Sherrill [O’Shaughnessy] put in another call to him today so hopefully we can catch him.”

(Exhibit 102).

The District has not provided us with any further e-mails or other documents indicating whether this student enrolled at the Academic Institute.

However, we have been provided with redacted transcripts for a number of football players who attended the Academic Institute. One of those transcripts reflects that a football player attended the Academic Institute during the summer of 2012. (Exhibit 103). While at the Academic Institute the player took the same four classes that Coach Goncharoff wanted the player to take in order to replace the grades he had received at BHS. The player's transcript reflects a dramatic improvement in grades while at the Academic Institute.

	BHS	Academic Institute
Hon Frosh Composition	F	B
Biology	F	B
FNDT World History	F	B
Health	F	A

(Exhibit 103).

We also have uncovered evidence indicating that Coach Goncharoff encouraged at least three other players to attend the Academic Institute.

a. Former Player

We have been advised by the father of a former player that his son attended BHS for one year. His son was struggling academically, causing the father to look for other academic options. He learned about the Academic Institute from a father of another player who was attending the Academic Institute. The father then contacted BHS Assistant Coach Richard Brown, Sr. and asked him about the Academic Institute. Coach Brown said that he was not familiar with the Academic Institute but that he would look into it and get back to the father. After a period of time, the father talked to Coach Goncharoff, who told him it was a great idea for his son to attend the Academic Institute. The father then met with Jennifer Vice who told him that the tuition would be \$1,500 to \$1,700 a month, which he could not afford. Shortly thereafter, Coach Brown contacted the father and told him that there was some deal which allowed black football players to only pay \$500 a month in tuition. Coach Brown said that Coach Goncharoff had gotten involved and that was why it was going forward.

The father was directed to call Joe Razore, who was the Vice-President of the Booster Club. He called Joe Razore and told him that he wanted his son to attend the Academic Institute but he could not afford the tuition. Mr. Razore asked him how much he could afford to pay and the father responded "\$150 a month." Mr. Razore said "okay." Shortly after this conversation, the player enrolled at the Academic Institute. As part of the application process, the family did not fill out any application for scholarship or financial aid. They only paid \$150 a month towards tuition. This is corroborated by an e-mail dated April 4, 2013 in which Jennifer Vice confirms that the tuition for the player is \$150 a month. (Exhibit 104A).

The former player attended the Academic Institute for two academic years and ultimately graduated from the Academic Institute. It is clear that both Coach Goncharoff and the Booster Club were involved in the player's decision to attend and remain at the Academic Institute. In an e-mail dated August 20, 2013, Jennifer Vice advises the father of the classes his son will need to take in order to graduate from the Academic Institute. She advises the father that if his son is to complete these classes "the booster club has to agree to pay for another semester before we decide to go that route." (Exhibit 104). Ms. Vice also advises the father that if he disagrees with the proposed schedule, they need to meet with "Coach Butch" and that if he wants a meeting he should call "Coach Butch" and determine when he can meet. (Exhibit 104).

b. [REDACTED]

[REDACTED] began attending BHS in the fall of 2009. He, too, was an outstanding football player. [REDACTED] attended the Academic Institute. Because we have been unable to locate [REDACTED] and because the Academic Institute has refused to provide us with the names of any BHS football players who attended the Academic Institute, we have been unable to determine the precise dates [REDACTED] attended the Academic Institute. The Academic Institute did, however, post its 2012 yearbook on line and it indicated that [REDACTED] was a full time student during the 2011-2012 year. Also, a *Seattle Times* article dated August 22, 2015, indicates that [REDACTED] started attending the Academic Institute during the summer before his junior year which would have been the summer of 2011. (Exhibit 1). Although Coach Goncharoff has denied encouraging [REDACTED] to attend the Academic Institute we believe that this denial is not credible. In the same *Seattle Times* article [REDACTED] stated that during the summer before his junior year, Coach Goncharoff directed him to attend the Academic Institute. (Exhibit 1). [REDACTED] stated that his family could not afford the tuition and he "doesn't know who footed the bill." Also, in a subsequent *Seattle Times* article dated August 28, 2015, the *Times* reported that [REDACTED] had "reaffirmed [that] Goncharoff directed him to attend the Academic Institute instead of studying at Bellevue." (Exhibit 50). [REDACTED]'s statement to the *Seattle Times* is corroborated by the Academic Institute's website which contains a live interview of [REDACTED] during which he is asked "What brought you to AI?" [REDACTED] responds "Well actually, ah, my coach got me into AI."⁵³ (Exhibits 105 and 106).

c. [REDACTED]

[REDACTED] began attending BHS in the fall of 2012. He was an outstanding football player who attended the Academic Institute. [REDACTED] was struggling academically during his first year at BHS. [REDACTED]' father, [REDACTED] talked to Coach Goncharoff about his son's poor academic performance. During that conversation he asked Coach Goncharoff whether his son should attend the Academic Institute. Coach Goncharoff responded that he did

⁵³ The Academic Institute removed this interview from its website sometime after we interviewed Jennifer Vice on October 22, 2015.

not think they had “a sponsor” at that time, however, he directed ██████████ to visit the Academic Institute and meet with Jennifer Vice.⁵⁴

██████████ and his wife did meet with Jennifer Vice. When she told them what the tuition was he said he could not afford it. ██████████ again contacted Coach Goncharoff and explained that he could not afford the tuition at the Academic Institute. Coach Goncharoff responded that he had found “a sponsor” for ██████████. Shortly thereafter, ██████████ attended summer school at the Academic Institute at the end of his freshman year. ██████████ continued at the Academic Institute throughout the 2013-2014 academic year and the first semester of the 2014-2015 academic year. His grades improved dramatically during the time he attended the Academic Institute.

The ██████████ family did not pay any tuition during the entire period ██████████ attended the Academic Institute. ██████████ learned from ██████████ that the Razore family was paying for his son’s tuition. After learning this, ██████████ approached Jennifer Vice and told her to thank the Razore family for paying his son’s tuition. Ms. Vice responded that she would thank the Razores and she commented that they were a nice family. Later, during a BHS football game, ██████████ and his wife approached Jeff Razore and thanked him for the help. Mr. Razore responded that it was “no problem” and that ██████████ should contact him anytime if there was anything he needed.

d. Other Contacts between BHS Coaches and the Academic Institute

We have also uncovered evidence demonstrating several contacts between BHS coaches and the Academic Institute. Coach Goncharoff did acknowledge during our interview that he had met Jennifer Vice a couple of times, and that on a couple of occasions she had called him when players were having problems at the Academic Institute. He stated that he had visited the school twice. On those occasions he simply sat in the back of classrooms.

Jennifer Vice also told us that she contacted Coach Goncharoff when football players were encountering disciplinary problems. She reported that she did so because players’ school suspensions could impact their playing time. During our interview with Ms. Vice, we asked her when she had last talked to Coach Goncharoff. She responded that he had called her the day before our meeting to ask how she was handling the stress of the investigation. She denied talking with him about her interview the next day. Coach Goncharoff confirmed that he had called Ms. Vice. He placed the time of the call as in the last couple of months. He said his purpose was to check up on her after reading an article in the *Seattle Times*.⁵⁵ Ms. Vice estimated that Coach Goncharoff had visited the school three times.

The evidence also suggests that the relationship between the Academic Institute and BHS football coaches goes beyond Coach Goncharoff. On February 26, 2016, the District provided us

⁵⁴ Coach Goncharoff told us that he recalled that ██████████ ██████████’ father had once called him and asked him about the Academic Institute or alternative schools. Coach Goncharoff stated that he told ██████████ that he could not tell him about schools and referred ██████████ to Lance Gatter, then the BHS athletic director.

⁵⁵ We interviewed Jennifer Vice on October 22, 2015. We interviewed Coach Goncharoff on January 13, 2016.

with a list of coaches who had visited the Academic Institute. (Exhibit 80). That list reflects that Assistant Coach Rich Brown said he been to the Academic Institute one time because “he was called by [REDACTED] [a BHS football player] to come to AI to meet with college coaches that showed up at AI his senior year.” The list also reflects that Assistant coach Richard Brown Sr. had been to the Academic Institute “several times.” We interviewed Richard Brown Sr. on February 24, 2016, and he told us that he had never been to the Academic Institute.⁵⁶

Ms. Vice told us that in addition to Coach Goncharoff, she also called Jeff Razore, then an Assistant Football Coach about discipline problems with BHS football players attending the Academic Institute. She estimated that Mr. Razore had visited the school on three to four occasions.

She also acknowledged that she allowed Jeff Razore to use her office to meet with [REDACTED], shortly after the aforementioned weight room meeting. She described it as “commonplace” for BHS football coaches to check on their players. Although Ms. Vice explained that she also allowed therapists to meet with students in her office, there is little doubt about the closeness of her relationship with the football coaches or the obvious latitude that the Razore meeting suggests coaches enjoyed at the Academic Institute.

Although Jeff Razore has refused to talk with us, we have obtained a series of e-mails between Mr. Razore and Ms. Vice which indicate that Mr. Razore played a significant role in monitoring football players’ progress at the Academic Institute. Although Mr. Razore was only a volunteer assistant BHS football coach,⁵⁷ Ms. Vice was willing to share a significant amount of private student information with Mr. Razore. For instance, in an e-mail dated October 29, 2013, with the subject heading “[redacted] grade review,” Ms. Vice asked Mr. Razore if “November 14 at 12:30 work[s] for you?” (Exhibit 84). Mr. Razore responds “That works for me.” (Exhibit 84). In an e-mail dated November 13, 2013, bearing the subject heading “1st Quarter Conferences” Ms. Vice reminded Mr. Razore that “we are meeting on Thursday, November 14, 2013 at 12:30 p.m. to review a [student name redacted by AI] grades.” (Exhibit 85). On January 6, 2014, Ms. Vice e-mails Mr. Razore and asks him if he is “available to come by on January 16, 2014 to meet with [two names redacted by AI].” The subject line on this e-mail is “[redacted] transcript.” Mr. Razore responds that he “can do the 16th.” (Exhibit 88). On March 18, 2014, Ms. Vice sends Mr. Razore a “behavior plan [she] has put in place with [name redacted] starting this morning.” Mr. Razore responds “Great.” (Exhibit 91).

On March 31, 2014, Ms. Vice e-mails Mr. Razore that she is “meeting with [name redacted] parents this Thursday April 3 to register [name redacted] for summer and fall. Would you like to attend or would you rather I just let you know which classes he is signing up for?” (Exhibit 92). Mr. Razore responds that he cannot attend the meeting but “let me know what classes he is signing up for. I assume his behavior is improving.” (Exhibit 92).

⁵⁶ Two other Assistant Coaches, Pat Jones and Mark Landes, said they had each been to the Academic Institute because their sons were attending the Academic Institute.

⁵⁷ It is not at all clear whether Mr. Razore was an approved volunteer coach. As of February 4, 2015, the District could not locate an “application on file” for Mr. Razore. (Exhibit 107). We do not know if the District eventually found any such application for Mr. Razore.

On April 8, 2014, Ms. Vice sends Mr. Razore the third quarter report card for two students. Mr. Razore responds “Thx Jennifer.” (Exhibit 93).

On August 13, 2014, Mr. Razore sends an e-mail bearing the subject “talking about our kids.” (Exhibit 95). The substance of the e-mail deals with a player who is being recruited by the University of Southern California.

Jeff Razore has refused to talk with us.⁵⁸ Nonetheless the e-mail exchange above indicates that the Academic Institute freely provides Mr. Razore with student grades, behavior plans, and other confidential student information. Mr. Razore also apparently has access to students and their parents.

4. Fourth Issue: Whether Boosters had Paid for Tuition of Athletes at the Academic Institute

BHS is a public school and as such costs nothing to attend. The Academic Institute is a private school and it costs a considerable amount of money to attend. Tuition is \$1,750 a month or \$15,750 a year. It appears that several of the football players were unable to pay this tuition. There is strong evidence that some of the BHS football players attending the Academic Institute did so only with substantial financial assistance.

Ms. Vice acknowledges that she, and she alone, determines whether the family of a student who wishes to attend the Academic Institute can afford the tuition of \$1,750 per month. She explained to us that she makes this determination without the benefit of any written financial aid application. Rather, she does so based entirely on her personal meeting with the family and the student. The Academic Institute, according to Ms. Vice, attempts to limit the financial assistance it provides to its students to twenty percent of the students attending the school. She insisted that there is no favoritism shown to student athletes.

We have obtained information that at least seven BHS football players attending the Academic Institute received substantial tuition discounts. ██████████ attended the Academic Institute for one summer school session and three semesters and he paid no tuition.⁵⁹ According to ██████████ ██████████’s father, Jennifer Vice admitted that the Razore family paid his tuition.

⁵⁸ In a letter dated November 11, 2015, Mr. Razore’s lawyer advised us that “Mr. Razore is not involved with Bellevue High School or its football program. Mr. Razore is not, and has not been, involved in the Bellevue Wolverines Football Club. Although a graduate and, like many, a long-time supporter of BHS, Mr. Razore was not expecting to be contacted by you, or become involved, in the WIAA investigation. If you have any questions that you would like to ask Mr. Razore, you can submit those questions in writing to me.” (Exhibit 108). We responded to this letter on November 12, 2015, requesting that Mr. Razore meet with us stating that submitting written questions to him “is hardly an effective substitute for a one-on-one meeting where we can have a full and open discussion of the issues in this investigation.” (Exhibit 109). We concluded by stating “Please advise us if Mr. Razore wishes to meet with us. Otherwise, we will note in our final report that he declined to meet with us.”

We received no response from Mr. Razore’s lawyer.

⁵⁹ Ms. Vice told us that the ██████████ family paid \$500 a month towards tuition, but she declined to provide us with any documents supporting this claim.

██████████ and his wife actually thanked Jeff Razore, an assistant coach, for paying his son's tuition and Mr. Razore said "no problem."

Mr. Razore's role in paying ██████████'s tuition is corroborated by an incident which occurred in January 2015. At that time ██████████ was contemplating leaving BHS. Jeff Razore went to the Academic Institute and after meeting with Jennifer Vice, she asked ██████████ to come into her office to meet with Mr. Razore. According to ██████████ Mr. Razore told him that if he left BHS, "you'll never get to come back" and "none of this will be here if you want to come back." Mr. Razore also "said something to the effect" that if he left BHS he would lose his scholarship at the Academic Institute and he would not have the same college football opportunities. (Exhibit 20 at page 4).⁶⁰

██████████ younger son, ██████████ who plays football for BHS, also attended the Academic Institute for one semester. According to ██████████ he only had to pay \$450 a month towards ██████████'s tuition at the Academic Institute.

As explained above, a former player attended the Academic Institute for two years and his family paid only \$150 a month towards tuition. According to the player's father, he told Joe Razore, the vice-president of the Booster Club, that he could only afford to pay \$150 a month and Mr. Razore said "okay." It is apparent that either Mr. Razore or the Booster Club paid a significant portion of the player's tuition. This is corroborated by an e-mail dated August 20, 2013, from Jennifer Vice to the player's father in which she is discussing the classes his son needs for graduation. After identifying the classes his son needs to take, Ms. Vice states that "the booster club has to agree to pay for another semester before we decide to go that route." (Exhibit 104).

██████████ told the *Seattle Times* that he paid no tuition at the Academic Institute and he does not know "who footed the bill."⁶¹ (Exhibit 1). In his October 19, 2015, letter ██████████ did not recant this statement. (Exhibit 51).

Finally, we have been advised by a current player that ██████████, another former BHS football player who attended the Academic Institute, paid no tuition. The current player also said that two other former players, ██████████ and ██████████ either paid no tuition or paid substantially reduced tuition to attend the Academic Institute.

⁶⁰ Jeff Razore admitted to Shawn Flood that he met with ██████████ at the Academic Institute but he denied ever threatening to take away his scholarship. (Exhibit 20 at page 8). Ms. Flood concluded that there was "insufficient evidence to make a finding about whether Jeff [Razore] threatened [██████████] that if he did not play for Bellevue High football that he would not be able to attend the Academic Institute, but his one-on-one meeting behind closed doors with [██████████] as well as the Academic Institute's lack of cooperation create the appearance of impropriety." (Exhibit 20 at page 19). We have been unable to make our own determination of Mr. Razore's credibility because he has refused to meet with us.

⁶¹ Ms. Vice claimed that ██████████ paid \$500 or less in tuition but she declined to provide us with any records to support this claim.

⁶² Ms. Vice claimed that ██████████ paid full tuition but she declined to provide us with any records to support this claim.

Jennifer Vice has told us that six players who attended the Academic Institute received “scholarships.” (Exhibit 110 at page 2). Ms. Vice declined to identify these players and declined to provide any information as to the amount of the scholarship received by each player. She did represent, however, that “Generally, the Academic Institute requires that parents [whose children are receiving scholarships to] make minimum monthly payments of \$500.” (Exhibit 111 at page 15). This is somewhat inconsistent with the fact that one player’s family paid only \$150 a month, another paid \$450 a month and at least two, and possibly more players, paid no tuition at all.

Ms. Vice further claimed that the Booster Club did not pay the tuition of any specific players. We do not find this claim credible in light of the fact that Ms. Vice sent an e-mail to the father of a former player who attended the Academic Institute indicating that “the booster club has to agree” to pay his son’s tuition. (Exhibit 104).

Although Ms. Vice claimed that the Booster Club did not pay for any player’s tuition, she did admit that the Booster Club had made financial donations to the Academic Institute. She said that the Booster Club was the only outside entity to make donations to the Academic Institute and that all of the donations were placed in the general funds and used to subsidize tuition for all students, including BHS football players. Ms. Vice stated that the Academic Institute received donations from the Booster Club for four years between 2012 and 2015. (Exhibit 111 at 16-17). Ms. Vice provided us with letters from the Booster Club reflecting donations of \$15,000 in 2014 and \$10,000 in 2015.⁶³ (Letters attached as Exhibits 112, 113 and 114). Two of these letters state in part that “this contribution is to be used by your institution to assist with education support for any student, male, female, athlete or non-athlete, at your discretion, based on their financial need and in accordance with your policies.” (Exhibits 112 and 113). Ms. Vice was unable to provide any similar letters or documents memorializing donations made by the Booster Club in the years 2012 and 2013. Ms. Vice advised us that the Booster Club donated \$2,100 in 2012 and \$7,200 in 2013. (Exhibit 110 at page 3). However, her inability to produce any documents such as bank records confirming these donations prevents us from confirming the total amount of funds donated by the Booster Club in those years. Ms. Vice also denied that any parent of a student at the Academic Institute had made any donations to the school. Finally, she denied that Jeff Razore had donated any money to the school or paid for any student athletes’ tuition.

We are at a loss to reconcile this information regarding the finances of the Academic Institute with the financial assistance that was apparently provided to a number of players. If we assume that only four of the seven players referenced above received financial assistance during an academic year – two players (██████████ and ██████████) receiving full tuition assistance of \$1,750 per month; a third former player receiving tuition assistance of \$1,600 per month ($\$1,750 - \$150 = \$1,600$ per month); and the fourth (██████████) receiving tuition of \$1,300 per month ($\$1,750 - \$450 = \$1,300$ per month) – the total amount of financial aid being given to just these four players was \$6,400 per month or \$57,600 per nine month academic year. This assumption, however, is inconsistent with Ms. Vice’s assurance that football players were not given preference in financial assistance awards. Thus, the total amount of financial assistance greatly exceeds the amount of financial support Ms. Vice has acknowledged receiving.

⁶³ According to the Booster Club’s 2014 tax return, the donation to the Academic Institute was \$9,800. (Exhibit 15).

We have reviewed the Booster Club's tax returns to determine whether the Club reported any payments to the Academic Institute. (Tax Returns for the years 2002 through 2014 attached as Exhibit 15). None of the Booster Club's tax returns for the years 2008 through 2013 report any payments to the Academic Institute. Despite Ms. Vice's claim that the Booster Club donated \$2,100 in 2012 and \$7,200 in 2013, the Booster Club's tax returns do not report these donations. Although the 2012 return did not report any donation to the Academic Institute, it did report that the Booster Club spent \$8,687 for "Player Education Assistance."

Likewise, the Booster Club's 2013 tax return did not report any donations to the Academic Institute. Instead, the return reflected that "no one recipient received more than \$5,000" in donations. This is a surprising statement given that according to Ms. Vice, the Booster Club had donated \$7,200 to the Academic Institute in 2013. Although the Booster Club's 2013 tax return does not report any donations to the Academic Institute, the return does report donations to three other entities: (1) The Bellevue Boys and Girls Club, \$4,000; (2) The Bellevue High School Band for Girls, \$4,500; and (3) Bellevue High School for Stadium Improvement, \$1,500. Although the Booster Club did not report any donation to the Academic Institute, it did report spending \$48,772 for "Student Athlete Support" stating that:

The organization supports football players with participation scholarship, banquet and senior night activities and awards, apparel and team spirit gear, and conditioning and educational assistance.

The Booster Club's 2014 tax return reported a \$9,800 donation to the Academic Institute. This return which was filed on November 15, 2015, two months after the WIAA investigation began, is the first time that the Booster Club has ever specifically identified the Academic Institute as a recipient of a donation.

Our requests for detailed financial records from the Academic Institute that would allow us to more precisely trace the sources of funding for various student athletes' tuition were denied by the Academic Institute citing privacy concerns. (Exhibit 110 at page 2). Our requests for similar records from the Booster Club were denied. (Exhibit 21 at page 3). Our request to meet with John Connors, the Booster Club president, was declined. (Exhibit 21 at page 3). Our request to meet with Jeff Razore also was declined. (Exhibit 109). Based on this refusal to cooperate and the obvious discrepancy between the Academic Institute's sources of financial assistance and financial assistance apparently provided, we believe that it is appropriate to draw an adverse inference that the Booster Club and some of its members paid for the tuition of an undetermined number of football players to attend the Academic Institute.

Further confirmation of the role of the Booster Club in subsidizing the attendance of BHS football players at the Academic Institute comes from another e-mail provided to us by Ms. Vice. Joe Razore is the Vice-President of the Booster Club. He does not work for the District or BHS in any capacity. Nonetheless, on October 28, 2013, Ms. Vice sent an e-mail to Joe Razore stating:

Our first quarter ends November 7. Do you [Joe Razore] or Jeff [Razore] want to come by the week of November 11 to meet with [student's name]

redacted by the Academic Institute] to review his grade? Let me know if you or Jeff are interested. Otherwise, I will just email you his grades.

(Exhibit 96).

Joe Razore responds that “Jeff is interested in attending this review. I try and stay in the background but love to see the progress. Thanks!” (Exhibit 96).⁶⁴

This exchange is significant because the Academic Institute has taken the position with us that due to privacy concerns it cannot share any student information with us. Joe Razore is not a District or BHS employee and thus has no obvious basis for receiving confidential student information. The fact that Ms. Vice is prepared to provide him with student grades strongly suggests that Joe Razore had some particular interest in the particular student’s progress. It is not too great a leap to reason that either Joe Razore and/or the Booster Club was providing financial support for this student.

5. Fifth Issue: Whether BHS Football Coaches are Coordinating Tuition Payments for Athletes

We believe that there is evidence that then Assistant Coach Jeff Razore assisted in paying the Academic Institute tuition for [REDACTED]. Mr. Razore has refused to talk with us and, as noted above, we have been denied access to financial records from the Academic Institute and the Booster Club.

6. Other Issues Related to the Academic Institute

a. Whether the Academic Institute has been used by BHS to maintain the academic eligibility of football players

Finally, whether the Academic Institute has been used by BHS to maintain the eligibility of student athletes is difficult to assess.⁶⁵ One player who attended the Academic Institute has told us that it was “a joke” and functioned as a “day care” for players. He said that one teacher at the Academic Institute provided him with answers to tests.

Until recently, the District refused to provide us with student transcripts showing grades for players attending the Academic Institute, as well as grades for the same players while

⁶⁴ Ms. Vice claimed that she never provided any student information to Joe Razore and that the student’s parent had signed a waiver allowing her to disclose information to Jeff Razore. (Exhibit 118). [REDACTED] has identified his signature on the consent form, which is attached to Exhibit 118, and he has stated that he never consented to have his son’s grades shared with Jeff Razore and Ms. Vice never told him that she intended to do so. [REDACTED] was adamant that he did not believe the consent form authorized that disclosure of information.

⁶⁵ On October 21, 2015, Ms. Vice’s lawyer provided us with a lengthy summary prepared by Ms. Vice which defended the academic integrity of the Academic Institute. We have attached this summary as Exhibit 111.

attending BHS.⁶⁶ The single transcript which we were initially shown reflected that a student-athlete who attended BHS during his freshman year and struggled academically, saw a dramatic improvement in his grades after he transferred to the Academic Institute. Other transcripts which we have now been provided reflect similar dramatic improvements in players' grade point averages for the Academic Institute coursework. (Exhibit 115). Whether such improvement is best attributed to the small class size and individualized teaching which the Academic Institute claims to offer or some other reason is unknown. Our effort to sort out truth from fiction in this area has also been hampered by the refusal of several BHS student who previously attended the Academic Institute to speak to us or to authorize us to review their transcripts. Whether these players who have attended the Academic Institute hold it in similar low esteem is not known. Such a characterization, especially when taken in concert with the NCAA's Extended Evaluation and former teachers' challenges to the Academic Institute's course work more particularly described below, does give us pause.

b. Teacher Complaints about the Academic Institute

The *Seattle Times*, in an article dated August 22, 2015, quotes two former teachers at the Academic Institute as labeling it a "diploma mill" that doesn't adhere to basic educational standards.⁶⁷ (Exhibit 1). One of these teachers, Jason Gardner, prepared a detailed complaint against the Academic Institute which alleged among other things that he quit in part because Ms. Vice directed him to "cut back on the work [and] the difficulty of the work [assigned to students]." (Exhibit 98). Ms. Vice maintains that Mr. Gardner quit after she had offered a critical evaluation of his teaching and attempted to work with him to modify his approach. (Exhibit 111 at pages 7-9). An administrative hearing examiner considering Mr. Gardner's appeal from a decision requiring him to pay back certain unemployment benefits he had received from the State of Washington found his explanation for his departure did not support a finding that he had left work for good cause. (Exhibit 111 at Exhibit 16). Regardless of Mr. Gardner's credibility, when questioned about this episode, Ms. Vice stated that she intervened because she thought it was necessary to teach one or more students reading and note taking techniques. Although she insisted that this digression from the course subject matter did not distract from the course content, it does leave room for some doubt as to the academic quality of this particular high school social studies class.

Ms. Vice has declined to provide us with the names of other teachers at the school, citing privacy concerns. Our attempt to reach out to former teachers who may have information regarding the Academic Institute, including Mr. Gardner, have been unsuccessful because none of these former teachers have returned our calls.

⁶⁶ Often in past years, players appear to have attended BHS for a year or two, encountered academic problems, and transferred to the Academic Institute. In many such instances, the player has returned to BHS for their last semester so that they can graduate from BHS.

⁶⁷ The apparent source for much of the information in the article relating to the Academic Institute was Jason Gardner, a former teacher who quit in the fall of 2011 and later filed a complaint against the school with OSPI. (Exhibit 98).

c. NCAA Scrutiny of the Academic Institute

In August 2013, the NCAA placed the Academic Institute on “extended evaluation,” where it remains at the present time.⁶⁸ (Exhibit 99). Extended evaluation status means that the NCAA Eligibility Center will examine the course content and the student’s course work for the Academic Institute classes for which the student has received credit toward his high school graduation. More recently, the NCAA Eligibility Center has denied credit for ten classes offered by the Academic Institute taken by graduating seniors who are seeking to play Division I college football. (Exhibit 116).

According to Ms. Vice, since 2013 at least ten BHS football players who attended the Academic Institute “have had their work reviewed by the NCAA.” According to Ms. Vice “two students’ files were reviewed and approved” and seven students “received waivers prior to the completion of their file review.” (Exhibit 117 at page 3). Ms. Vice recently advised us that another player who is “going through the NCAA process” had had all of his classes which were submitted by the Academic Institute approved by the NCAA, but the Academic Institute is “continuing to submit for a final class, but the other classes which were submitted have been approved.” (Exhibit 18).

Ms. Vice has not provided us with the names of the ten players who have had their work reviewed by the NCAA. Nor has she explained to us why the NCAA apparently granted waivers to seven of the ten players. We have learned from one family whose son did receive a waiver that the waiver was based on the fact that the Academic Institute had failed to inform him that the Academic Institute was under scrutiny by the NCAA.

We do not know if other players claimed that they too had been misled about the Academic Institute’s status with the NCAA. Such a claim finds support in the fact that up until very recently, the Academic Institute’s website stated that the school was “NCAA approved”, even though the NCAA had placed the Academic Institute on “extended evaluation” in August 2013. (Exhibit 119). During our interview of Ms. Vice on October 22, 2015, we pointed out to her that the Academic Institute’s website continued to state that the school was “NCAA approved.” She claimed this was an oversight and at some point after our interview, the claim that the Academic Institute was “NCAA Approved” was removed from the Academic Institute’s website.

The NCAA Eligibility Center’s “extended evaluation” of the Academic Institute and its rejection of a number of the Academic Institute’s courses for credit speaks loudly to their concerns about the academic quality and rigor of the Academic Institute. We have not, however, been provided with any records from the NCAA that more definitively explains their findings. Without more, we can only surmise that there is strong reason to question the academic legitimacy of the Academic Institute’s course offerings.

⁶⁸ It is our understanding that the NCAA typically places a school on “extended evaluation” for two years. In the case of the Academic Institute, the NCAA has continued the “extended evaluation” for a third year.

Our investigation has revealed significant payments to Coach Goncharoff and possibly other coaches from the Booster Club. The Booster Club's tax returns reveal that between 2002 and 2012 the Booster Club reported making payments of \$588,568 to BHS football coaches.⁷⁰ The Booster Club tax returns for the years 2002 through 2012 reflect the following annual payments:

	Coach Goncharoff	Coaches Stipends	Assistant Coaches Stipends	Coaches Gifts
2002		5,500		2,803
2003		61,000 ⁷¹		2,126
2004		54,750		568
2005	60,000			2,235
2006	80,000			
2007			7,000	527
2008		63,000		
2009		30,000		
2010		70,000		4,962
2011		80,000		2,076
2012		60,000		2,021
Total	\$140,000	\$424,250	\$7,000	\$17,318

(Exhibit 15).

The Booster Club's 2005 and 2006 tax returns name Coach Goncharoff as the recipient of \$60,000 in 2005 and \$80,000 in 2006. However, following the adoption in 2007 of the WIAA rule requiring school board approval of all payments to coaches over \$500, the Booster Club's tax returns no longer name Coach Goncharoff as the recipient of payments. Instead, the 2008 to 2012 tax returns classify all payments as either "Coaches Stipends" or "Coaches Gifts."

None of the payments between 2008 and 2012 totaling \$312,059 were ever approved by the District Board of Directors. (Exhibit 120). The 2013 and 2014 Booster Club tax returns do not itemize any payments to any coaches.⁷²

⁷⁰ During the course of our investigation we have heard from several witnesses that Coach Goncharoff received payments far in excess of those reported by the Booster Club, ranging in amounts from \$100,000 to over \$300,000. We were unable to substantiate these claims because the Booster Club has refused to provide us with any payment records and Coach Goncharoff declined to answer any questions regarding payments he received from the Booster Club.

⁷¹ The Booster Club's 2003 tax return reflects payment of \$40,000 in coaches' stipends but the Club's 2004 tax return reflects that the payment in 2003 was \$61,000.

⁷² Although the Booster Club did not report any payments to coaches during those years, we did receive an anonymous letter claiming that the Booster Club's 2013 return may have been erroneous or false in that the return improperly claimed expenses which "may obscure payments made by the Booster Club . . . to the head coach . . . [and] for the benefit of individual football players." (Exhibit 121). Also, as explained below at page 60, there is some evidence that a portion of the funds the Booster Club reported as Fort Worden expenses constituted payments to Coaches.

On October 15, 2015, we requested that the Booster Club provide us with all documents relating to payments made by the Booster Club to Coach Goncharoff and any BHS assistant coaches. (Exhibit 19 at page 3). We also requested permission to interview John Connors about this subject, among others. On October 30, 2015, the Booster Club notified us that it “will not respond to [our] request for production of documents” and “Mr. Connors has declined to submit to an interview.” (Exhibit 21 at page 3). Coach Goncharoff also refused to answer any questions regarding any payments from the Booster Club or others connected with the Booster Club. Given this lack of cooperation we are comfortable drawing an adverse inference that the Booster Club did in fact pay Coach Goncharoff and other coaches for coaching and that these payments were never approved by the District Board of Directors.

It appears that the District turned a blind eye to these significant payments to coaches. The Booster Club’s tax returns are publicly available and apparently no District or BHS administrator, until very recently, ever reviewed these returns. Then, when a District employee finally reviewed the returns in May 2015, the District decided not to self-report these payments to the KingCo Conference. (See pages 61 to 63 below).

It is also disconcerting that apparently no one in the District has, in the last decade attempted to question Coach Goncharoff in a meaningful way about payments he is receiving. Throughout our investigation, we encountered instances in which individuals relied upon the narrowest possible interpretation of what constituted “payments for coaching.” Thus, if Coach Goncharoff was paid substantial sums by the Booster Club to conduct a one-week junior football camp in the summer, the technically correct, but highly misleading, answer to questions about whether the Booster Club made payments for coaching [“high school football”], might be, “No” because the payments were ostensibly for other coaching.⁷³ Thus, when we asked Lauren McDaniel, the current BHS athletic director, and Scott Powers, BHS principal, if they had ever questioned Coach Goncharoff about payments, they responded that they had only asked Coach Goncharoff if he received any payments other than the BHS stipend for coaching high school football. Because the questioners have chosen not to inquire further, the Booster Club and Coach Goncharoff have been able to perpetuate the sham that he only receives his BHS stipend for coaching high school football. This game of semantics suggests the obvious – all knew what was going on, but did not want to expose the full story. Our efforts to seek clarification from both the Booster Club and from Coach Goncharoff have been rebuffed by their refusals to answer any questions they deem outside the scope of the investigation requested by the District, including questions about payments to coaches.

⁷³ Former BHS Athletic Director Lance Gatter told us that in 2009 or 2010, Coach Goncharoff told him that he was being paid \$50,000 to \$80,000 by the Booster Club to coach a one-week football youth summer camp. Although Mr. Gatter did not provide this information to the Bellevue School Board, he did claim that that he asked WIAA representatives whether these payments were legal and, according to Mr. Gatter, they allegedly agreed. We have been advised by WIAA that the WIAA representatives who Mr. Gatter allegedly talked to had no recollection of this conversation and according to one representative, John Miller, he would have had serious concerns about the legitimacy of these payments because the alleged amounts paid to Coach Goncharoff for coaching a one-week summer camp were not commensurate with the work that he was doing, leading to the inescapable conclusion that Coach Goncharoff was really getting paid to coach the BHS football team.

B. Payments to support Fort Worden Football Camp

The Booster Club reported spending \$556,821 between 2008 and 2014 in support of a five-day football camp at Fort Worden. (Exhibit 15). Because the Booster Club refused to provide us with any records we do not know how these funds were spent, whether any of these funds were paid to Coach Goncharoff or any of the assistant coaches.⁷⁴ It is worth noting, however, that the Fort Worden expenses reported by the Booster Club ranged from \$11,243 in 2002 to \$21,862 in 2007. (Exhibit 15). Then, in 2008, the year after WIAA adopted a rule requiring School Board approval of payments to coaches exceeding \$500, the Booster Club reported on its tax return that it had incurred \$80,989 in “Camp Worden expenses.” (Exhibit 15). We find it hard to believe that the expenses associated with the five-day Fort Worden summer camp increased by almost 400% between 2007 and 2008.⁷⁵ Thus, a logical inference from this dramatic increase in “expenses” is that all, or a portion of the approximately \$60,000 in increased “expenses” was funneled to one or more of the BHS football coaches. We are unable to resolve this matter definitively because the Booster Club has refused to provide us with any records relating to the Club’s expenditures and Coach Goncharoff has refused to answer any questions regarding payments he received from the Booster Club or others connected with the Booster Club.

Apart from the payment of coaches issue, it is reasonable to question the appropriateness of expenditures by the Booster Club averaging almost \$80,000 per year (2008 to 2014) for a five-day summer camp. We question whether any other high school football program in the State receives such financial support and, if not, whether such expenditures constitute intolerable inequities in high school football. This may be an appropriate subject for further consideration by WIAA’s Board of Directors. It also speaks loudly of the need for stronger oversight and direction by BHS administrators of the Booster Club’s expenditures.

Finally, we have also heard that the Booster Club and others have provided Coach Goncharoff with cars, assisted him in purchasing his home in Medina, and has funded his business.⁷⁶ None of this information has been confirmed.

⁷⁴ We strongly recommend that the District request this financial information from the Booster Club to determine whether the Booster Club is complying with WIAA regulations. If the Booster Club refuses to provide the District with this information, the District should consider severing all ties with the Booster Club.

⁷⁵ For the years 2009 through 2014, the Booster Club reported the following expenses associated with the Fort Worden camp:

2009 - \$79,212
2010 - \$82,891
2011 - \$69,264
2012 - \$78,631
2013 - \$85,194
2014 - \$80,640

(Exhibit 15).

⁷⁶ During our investigation we discovered that Coach Goncharoff and a member of the Booster Club Board, Craig Gilbert, were listed as being affiliated with a company called VVG Enterprises, LLC. (Exhibit 122). Coach Goncharoff refused to answer any questions about this company.

C. The District Failed to Self-Report Violations of WIAA Rules

In January 2015 the District hired Tacoma attorney, Shawn Flood to investigate an allegation that Tracy Ford, a BHS assistant football coach, had subjected players to harassment, intimidation and abuse during a team meeting. While investigating this matter, Ms. Flood also uncovered evidence relating to payments to coaches and free tuition at the Academic Institute for at least one player. As a result, Jeff Lowell, the District Athletic Director, prepared a draft violation report to the KingCo Conference (Exhibit 37) which included the following violations:

1. A violation for paying coaches in excess of \$500 without approval by the District Board of Directors. The draft report states that the Booster Club's tax returns reflect payments to "1 coach over three years sums of \$60,000, \$70,000 and \$80,000. There is no indication that the work completed was in any way tied to any work outside of high school coaching." (Exhibit 37 at BSD_002563). This violation was not included in the final report nor was there any mention of payments to Coach Goncharoff, or other coaches.⁷⁷
2. As part of the illegal recruiting violation, the draft report stated "Athletes received privileges not available to all students, specific to the free tuition at [the] Academic Institute." (Exhibit 37 at BSD_002564). The draft report further states that "It was confirmed that [name redacted by the District] family received tuition assistance for [the] Academic Institute which constitutes a violation of [WIAA rule] 27.1.0.A.1." (Exhibit 37 at BSD_002565). Mr. Lowell admitted to us that a player's father had told him that his son received free tuition at the Academic Institute. Although Mr. Lowell stated that he had no reason to question the father's credibility, Mr. Lowell deleted this information from his final report.
3. As part of the illegal recruiting violation, the draft report states that a football player's family had received a "payment of \$1,200" in violation of WIAA rules. (Exhibit 37 at BSD_002565). Mr. Lowell admitted to us that the player's father had conveyed this information to him and told him that he had received the funds from Coach Goncharoff. Although Mr. Lowell, said he had no reason to doubt the father's credibility, he failed to include this information in his final report. Instead, the final report stated that Coach Goncharoff had given the player's father "\$300 to assist with food and rent." Mr. Lowell claimed that this information was based solely on what Coach Goncharoff had told him, and he included this lower amount to avoid any potential appeal.
4. As part of the illegal recruiting violation, the draft report stated that a player's father had received a \$3,000 "gift" to keep them in their current housing."

⁷⁷ Mr. Lowell told us he deleted this information because he wanted to further investigate the matter. We note that it does not appear that the District has conducted its own investigation into payments of coaches and the District has repeatedly claimed that payments to coaches is beyond the scope of our investigation. Moreover, the District's actions may suggest an effort to sanitize or limit the breadth or scope of Ms. Flood's report for the express purpose of avoiding public revelations of other rule violations. Because, in the present instance, the District lacks the authority to control the content of our report, its lack of complete cooperation and its attempts to limit the scope of our investigation constitute it only alternative means of keeping "the lid" on the BHS football program's woes.

(Exhibit 37 at BSD_002565). Mr. Lowell told us that this payment came from BHS assistant coach Dan Cerillo. Mr. Lowell further admitted that both the player's father and Mr. Cerillo had said that the \$3,000 payment was a gift. Mr. Cerillo subsequently changed his story and said that the payment had actually been a "loan." Mr. Lowell's final report reflected only that Mr. Cerillo "loaned" \$3,000 to the player's father. Mr. Lowell omitted from his final report that player's father had called the payment a "gift" and that Mr. Cerillo had made inconsistent statements about the payment.

5. The draft report stated that Tracy Ford's business "was created through the Wolverine Football Boosters," (Exhibit 37 at BSD_002565) but this information was omitted from the final report.

The actual violation report which Mr. Lowell orally presented to the KingCo Committee on June 1, 2015, did not include any information relating to the Booster Club's payments to coaches, and free tuition at the Academic Institute for at least one player. (Exhibit 35). Mr. Lowell's report also did not mention the fact that the father of a player claimed that Coach Goncharoff had provided him with \$1,200 and that Assistant Coach Cerillo had made "a gift" of \$3,000 to the same player's father.⁷⁸

Although Mr. Lowell claimed that District officials made a "collective decision"⁷⁹ not to include this information in the Violation Report, the evidence suggests that Coach Goncharoff and John Connors played a role in keeping some or all of this information out of the District's report to KingCo.

Mr. Lowell admitted to us that on May 26, 2015, he met alone with Coach Goncharoff, (Exhibit 34) and during that meeting he provided Coach Goncharoff with copy of his draft report, which is attached as Exhibit 37. Mr. Lowell claims he provided his draft report to no one else other than Coach Goncharoff. It appears that Coach Goncharoff provided the draft report to John Connors, the President of the Booster Club. On May 29, 2015, Mr. Connors sent a letter to Mr. Lowell and Ms. McDaniel complaining about some of the allegations in the draft report.⁸⁰ (Exhibit 17). Mr. Connors' letter contained direct quotes from the draft report, clearly indicating that he had read a copy of the draft report.⁸¹ In that letter, Mr. Connors claimed that the Booster

⁷⁸ Mr. Lowell claimed that he orally advised the KingCo Committee that the family "could have received more money" from Coach Goncharoff and that Dan Cerrillo had initially called the \$3,000 payment "a gift."

⁷⁹ Mr. Lowell said those involved in making this decision were himself, Dr. Mills, Annie Cole, John Harrison and Lauren McDaniel.

⁸⁰ It is also worth noting that on May 28, 2015, Dan Cerillo submitted a letter to the District stating that his \$3,000 payment to a player's family which he had told Shawn Flood was "a gift" was in fact a "loan."

⁸¹ For instance the draft report states that "None of the payments [to coaches] were approved by the school board and none of the payments demonstrated any **distinct information regarding the work completed for the compensation.**" (Exhibit 37 at BSD_002563) (emphasis added). Mr. Connors letter includes the following phrase in quotes "**distinct information regarding the work completed for compensation.**" (Exhibit 17 at 2) (emphasis added). The draft report also states that a family received a \$3,000 "gift." (Exhibit 37 at BSD_002565). Mr. Connors in his letter refers to this allegation and places the work "gift" in quotation marks. (Exhibit 17 at 2). The draft report further alleges that Tracy Ford's business was "created" through the Booster Club. (Exhibit 37 at

Club had not made payments to “anyone over \$500 for their role as a coach” yet he fails to provide any documentation to support his claim nor does he address the reason for the payments reported in the tax returns. He also denied that “Ford Sports Performance was ‘created’ through the Club,” although he did admit that he had “personally partnered with Tracy Ford on Ford Sports Performance.” Mr. Connors offers no explanation as to the details of this partnership.

On June 1, 2015, three days after Mr. Lowell received this letter from Mr. Connors, he prepared the KingCo Conference Violation Report, which contained no mention of payments to coaches, no mention that a player had received free tuition at the Academic Institute, and no mention of the Booster Club’s role in creating Ford Sports Performance. The final report also only mentioned that Coach Goncharoff had paid \$300 to a player’s father and that Mr. Cerillo had “loaned” \$3,000 to the same player’s father. (Exhibit 35).

The District’s self-report to the KingCo Committee should have reported two additional violations. First, the Booster Club’s tax returns, coupled with their refusal to provide records to the District, was more than sufficient evidence to warrant notifying the KingCo committee that BHS coaches had received payments in excess of \$500 without school board approval. Mr. Lowell’s claim that he did not report this violation because the District felt the need to do additional investigation rings hollow in light of the fact that the District failed to conduct such an investigation and precluded us from investigating the matter, claiming it exceeded the scope of the investigation.

Additionally, the District should have self-reported the fact that at least one player had received free tuition at the Academic Institute. Mr. Lowell received this information from the player’s father and Mr. Lowell said there was no reason for him to doubt the father’s credibility. As such, this was significant information which should have been shared with the KingCo committee.

D. Illegal Recruiting

During the course of our investigation, we heard from a number of sources that BHS football coaches, members of the Booster Club, and others had recruited players to play for the BHS football team. These allegations have been around for years and they continue to circulate today. The District and BHS have failed to adequately investigate these allegations. As explained above, in 2006 the District hired a former principal to investigate alleged recruiting violations. Her report, according to the *Seattle Times*, apparently found that 30 football players lived outside the BHS attendance area. Although she found no “smoking gun” that illegal recruitment had occurred, she apparently found “things that might be easily perceived as recruiting” such as “giving prospective student athletes tours of the football facilities and weight room, and talking to them or their relatives about the program before they transferred to Bellevue from other schools.” (Exhibit 24). It is also apparent that the investigator was not able to fully complete her investigation because “it has not been possible to contact or complete interviews with all persons of potential interest.” (Exhibit 27). The District General Counsel recognized that, as a result, the allegations of illegal recruiting had not been put to rest but was in fact “a

BSD_002565). Mr. Connors responds to this allegation by stating that Ford Sports was not “created” through the Club. (Exhibit 17 at 2).

matter of continuing importance; thus the subject is not necessarily closed. Should any additional information come to our attention we would want to follow-up as quickly and thoroughly as possible.” (Exhibit 27). Since 2006, the District has received additional information, which for the most part has not been thoroughly investigated.

Given this history and the continuing claims that BHS illegally recruits players, we concluded that it was important to investigate this matter. Our efforts to investigate this issue, however, had been thwarted by the District’s insistence that our investigation should be limited to investigating only matters relating to residency and the Academic Institute. Furthermore, our investigative efforts were undermined by the fact that Coach Goncharoff, Jeff Razore, Tracy Ford, John Connors, and a number of football players have either refused to talk to us, attached unacceptable conditions to their willingness to be interviewed; or, in the case of Coach Goncharoff refused to answer any questions relating to recruitment.⁸²

Despite these obstacles, we have uncovered some additional evidence regarding recruitment which merits additional investigation by the District.

1. [REDACTED], [REDACTED], [REDACTED] and [REDACTED]

Although the District conducted a somewhat perfunctory investigation and concluded that these four players from the Tacoma area had not been recruited, (Exhibit 30), our report at pages 19 to 20 above, has identified new information which warrants further investigation by the District.

2. [REDACTED]

We also believe that the circumstances surrounding [REDACTED]’s transfer to BHS certainly warrant further investigation. [REDACTED] played football and ran track at Federal Way High School. During the summer after his sophomore year, [REDACTED] appeared at Ford Performance Sports, a business operated by Tracy Ford who had previously played football at BHS and was at the time the strength and conditioning coach for BHS.⁸³ After working out at the facility, Mr. Ford’s assistant, Marisa Spooner Le-Duff asked [REDACTED] if he wanted to join the gym. [REDACTED] apparently told Ms. Spooner Le-Duff that he was homeless and destitute. Shortly, thereafter, Ms. Spooner Le-Duff agreed to take [REDACTED] and his family in to live in her Bellevue apartment. She then became [REDACTED]’s legal guardian and he subsequently enrolled in BHS and became a star member of the BHS football team.

Ms. Spooner Le-Duff has denied that [REDACTED] was recruited to play football at BHS. She claims that she was motivated only by compassion in becoming [REDACTED]’s guardian and

⁸² Although Coach Goncharoff refused to discuss recruitment with us, he apparently had no reservations telling the *Seattle Times* that he had “never” recruited any player to play football at BHS. (Exhibit 31).

⁸³ We have heard from several witnesses that Tracy Ford was involved in recruiting players to BHS, through his gym, which was funded in part by John Connors, the President of the Booster Club. Mr. Connors admitted that he “personally partnered with Tracy Ford on Ford Sports Performance.” (Exhibit 17). On January 26, 2015, Jeff Lowell notified Mr. Ford that he was prohibited from having any access to District property based upon several concerns, including illegal recruitment of football players. (Exhibit 123). Mr. Ford declined our request for an interview.

allowing him and his family to live with her for the past two years. Although we have no reason to doubt Ms. Spooner Le-Duff's claim, we note that it is inconsistent with constant rumors that Tracy Ford played an integral role in recruiting players to BHS. [REDACTED] has declined our request for an interview and Mr. Ford has refused to meet with us, thus giving rise to an adverse inference that he was involved in recruitment. We recommend that the District conduct further investigation into this matter.

3. [REDACTED]

Finally, there is reason to believe that [REDACTED] was recruited to play football at BHS. He played football during his freshman and sophomore years at Newport High School and was described by his Coach as a "collegiate prospect." After his sophomore season, [REDACTED] and his mother met with the then Newport High School head football coach, Mike Miller. [REDACTED]' mother told Coach Miller that they were leaving Newport and moving to the Bellevue High School area. Because she had told Coach Miller during the previous summer that she was struggling to find affordable housing, he asked how she could afford housing in the BHS geographic area, which he believed to be more expensive. According to Coach Miller, [REDACTED]'s mother did not answer audibly, but just looked at him with a smirk. Again, we do not know the exact circumstances that led to this change in schools. This exchange, coupled with the false address apparently utilized by [REDACTED]'s mother to enroll him in Bellevue High School, does raise questions whether someone associated with the BHS football program encouraged him to transfer. [REDACTED] has declined our request for an interview. We recommend that the District conduct further investigation into this matter.

Aside from specific examples of recruiting, the sheer number of talented football players who have transferred to BHS from other high schools inside and outside the Bellevue School District over the last ten years certainly raises the specter of impermissible recruiting. As already noted, at least 42 players, most of whom have been starters on their respective BHS teams, have transferred into the school between 2008 and 2015. Additionally, Karin Cathey found in 2006 that 30 players lived outside the BHS attendance area. Although some of these transfers might be explained by the obvious interest of talented players in playing for a proven coach and system and, perhaps, in playing for a consistent winning team, it defies credulity to believe that all of these transfers were motivated by such unassailable interests. At the very least, this pattern of importing talent mandates a thorough investigation of past transferees and, possibly, enhanced scrutiny of the circumstances of any such player who seeks to register at BHS in the future.

VI. CONCLUSIONS AND RECOMMENDATIONS

1. BHS football players have been provided with money and other valuable consideration, consisting of free or reduced tuition during the academic year or in summer school at the Academic Institute, by a BHS coach, the Booster Club, and a member of the Booster Club in violation of WIAA Rule 27.1.0(A)(1).

2. Coach Goncharoff directed and encouraged BHS football players to take classes at the Academic Institute to obtain minimum grade standards, which such players would not, in all likelihood, otherwise have been able to achieve in violation of WIAA Rules 18.7.0 and 18.7.4 and District rules.
3. District administrators, BHS administrators and football coaches have failed to exercise appropriate oversight to ensure that BHS football players did not use false addresses or provide other false information to create the illusion that such players resided within the boundaries of the District and/or the designated attendance area for Bellevue High School in violation of WIAA Rule 18.10.1.
4. District and BHS administrators and football coaches failed to cooperate with, and in some instances deliberately interfered with or obstructed, the investigation of the BHS football program in violation of the WIAA Code of Ethics and in contradiction of Bellevue High School's implicit obligations as a WIAA member to support and cooperate with a WIAA fact finder appointed pursuant to the authority and responsibility of the WIAA Executive Board as set forth in WIAA Rule 8.12.9 "to investigate alleged WIAA rule(s) violations."
5. We recommend that WIAA adopt a new rule explicitly requiring that all member schools must cooperate with all investigations of WIAA rules violations.
6. BHS coaches have received payments for coaching in excess of \$500 per year without first obtaining approval from the school's board of directors in violation of WIAA Rule 23.1.1. The evidence establishes that for at least the years 2008 through 2012, the Booster Club has paid Coach Goncharoff and BHS assistant coaches \$312,059. We believe the bulk of this money has been paid to Coach Goncharoff but we do not know whether there were additional payment made because the Booster Club has refused to provide us with any financial records and Coach Goncharoff has refused to answer any questions relating to payments he received from the Booster Club. Although the District was aware of or should have been aware of these payments, they failed to (a) properly question Coach Goncharoff about these payments; (b) ensure that the Booster Club comply with Rule 23.1.1; (c) notify the Bellevue School Board about the payments; and, (d) report the alleged violation to the KingCo Conference.
7. BHS football players attended, participated in, and received the benefits of, a summer camp at Ft. Worden, Washington, which was paid for in whole or in part by the Booster Club in violation of WIAA Rule 27.1.0, which prohibits any student athlete from receiving "any remunerations of any kind" or "any special inducement of any kind which is not made available to all applicants who enroll or continue to be enrolled in the school." The evidence establishes that for the years 2008 through 2014, the Booster Club reported on its tax returns payments averaging close to \$80,000 a year to cover a portion of or all of the costs associated with the BHS football team's Ft. Worden summer camp. Although we have some evidence that a portion of these expenses may have actually been

funneled to Coach Goncharoff and other coaches, we have been unable to either confirm or deny this concern because the Booster Club has refused to provide us with financial records and Coach Goncharoff has refused to answer any questions relating to payments he received from the Booster Club.

The Booster Club's financial support of the football summer camp clearly constitutes a remuneration or inducement not available to all BHS students. To the extent that this financial support is not deemed a violation of Rule 27.1.0, it clearly violates the spirit of WIAA's core mission to promote fair play on a level playing field. Few if any other high schools in the State have resources to fund such summer camps for football teams. It also raises questions regarding compliance with Title IX requirements to ensure equality between programs for each gender. Allowing one school or one gender to benefit from such largesse, not otherwise available to other member schools or both genders, flies in the face of fundamental fairness. Financial support of this type from a school's booster club should not be permitted.

- 8.** The District failed to self-report two violations of WIAA rules in violation of WIAA Rule 28.1.0, to wit: (1) the payment to coaches by the Booster Club in violation of WIAA Rule 23.1.1; and (2) the payment of tuition at the Academic Institute for one student player in violation of WIAA Rule 27.1.0(A)(1).
- 9.** The District and BHS lack appropriate controls and oversight over the activities and expenditures of funds by the Booster Club. As noted in this report, the Booster Club has operated for its entire existence with minimal, if any, oversight or involvement from the District or BHS administrators. Such lack of involvement and control from either the District or BHS exacerbates the potential for rules violations and excessive financial support. It also directly correlates with the lack of cooperation provided by the Booster Club during this investigation.
- 10.** The District and BHS administrators should structure a formal arrangement to ensure oversight of the Booster Club's relationship with the BHS football program, including the monitoring of all payments to coaches and financial support to the team. In cases where there is reason to scrutinize or question Booster Club activities or financial support after the fact, such involvement and oversight would greatly enhance the District and BHS' ability to insist on Booster Club cooperation. If such cooperation was not forthcoming, the District and BHS administrators should sever the relationship with the organization. During this investigation, we suggested to District representatives that they take action to sever all ties with the Booster Club, if it would not cooperate in this investigation. To our knowledge no such action was taken or even proposed.
- 11.** We recommend that WIAA adopt a new rule requiring member schools to exercise appropriate oversight and control of booster clubs. Such a rule should

also expressly make the actions of booster clubs the direct responsibility of the schools with which they are associated.

Appendix A
EXHIBIT LIST

EXHIBIT	DESCRIPTION
1	8/22/15 Seattle Times Article
2	9/22/15 e-mail from John Harrison to Carl Blackstone (“CB”) & Robert H. Westinghouse (“RHW”) re: Scope of Investigation
3	10/19/15 letter from John Harrison to CB & RHW re: Scope of Investigation
4	11/4/15 letter from CB and RHW to John Harrison re: Scope of the Investigation
5	1/27/16 e-mail from Jeff Lowell to CB & RHW re: transcripts
6	10/23/15 letter from John Harrison to BHS Football Families
7	1/13/16 letter from John Harrison to Parent/ Guardian
8	List of 42 players with addresses
9	11/6/15 e-mail from CB to John Harrison re: interviews
10	3/3/15 letter from Pat Jones to John Harrison
11	3/14/16 e-mail from [REDACTED] to John Harrison and others
11A	3/8/16 e-mail from [REDACTED] to John Harrison and others
12 (DISC)	Disc containing Audio of [REDACTED] Sepulveda Interview
13	Bellevue Wolverines Football Club -Secretary of State Document
14	Wolverine Football Club Members and Coordinators
15	Booster Club Tax Returns for years 2002 - 2014
16	BSD Booster Club website description
17	5/29/15 letter from John Connors to Jeff Lowell and Lauren Hume
18	10/14/15 letter from Franklin Cordell to CB &RHW
19	10/15/15 letter from CB to Franklin Cordell
20	4/8/15 letter to Annie Cole from Shawn Flood – Flood Investigative Report
21	10/30/15 letter from Franklin Cordell to CB & RHW
22	11/3/15 letter from CB to Franklin Cordell
23	1/19/16 letter from Franklin Cordell to CB & RHW
24	9/23/06 Seattle Times Article
25	11/3/15 BHS Football Records/Documents Request Update
26	11/4/15 e-mail from Karin Cathey to John Harrison and others re: 2006 Investigation
27	9/11/06 letter from Sharon Howard to Mike Colbrese
28	3/31/06 memo re: interview of Butch Goncharoff and others
29	8/24/12 anonymous letter re: alleged recruitment of [REDACTED] [REDACTED]
30	8/28/12 Preliminary Summary Investigation into Recruiting Allegations at Bellevue High School
31	12/2/15 Seattle Times Article
32	12/23/12 anonymous letter to Dr. Tim Mills
33	4/18/15 Invoice from Shawn Flood to BHS

34	Dec. 2014 - Present Timeline
35	6/1/15 KingCo Conference/WIAA Violation Report
36	6/3/15 Bellevue High School Football Self-Reports Violations, Sanctions
37	Undated Draft BSD Violation Report
38	9/21/15 e-mail from John Harrison to CB re: Student Information
39	10/28/15 e-mail from CB to Annie Cole re: FERPA
40	1/22/16 e-mail from CB to Jeff Lowell re: Document Destruction
41	Secretary of State Student Records Retention Schedule
42	BSD Records Retention Policy
43	Terrell - Mail Plus Address
43A	Terrell - Allied Auto Repair Inc
43B	Terrell - Terrell Realty Group
44	8/13/14 letter from Lauren McDaniel to Eligibility Committee Members re: ██████████
45	5/20/14 Envelope from BHS to Jasmin Rodriguez and ██████████
46	Sergey Marudov Lease Agreement
47	King County Property records re: 1620 103 rd Place NE, L6, Bellevue, WA
48	8/29/14 letter from Sam Jackson to ██████████ re: Notification of Eligibility
49	Undated letter from Jasmin Rodriguez To Whom It May Concern
50	8/28/15 Seattle Times article
51	10/19/15 Unsigned Letter from ██████████
52	2/10/16 letter from Pat Jones to CB & RHW
53	10/19/15 Signed Letter from ██████████
54	King Co Property record for 1365 164th Place NE (Firoozi Farnaz)
55	██████████ - Student Eligibility Packet
56	██████████ - Christopher Lee Malone Application to Bellevue College
57	██████████ 3/14/14 letter from Sam Jackson to ██████████ re: ██████████ n of Eligibility
58	██████████ Residency Verification Affidavit Form signed by Christopher Malone
59	██████████ - Month-to-Month Rental Agreement between Rich Mahan (Landlord) and Christopher Malone (tenant)
60	██████████ Month-to-moth rental agreement between Michael dlord) and Rich Mahan (tenant)
61	1/6/16 e-mail from Bellevue College re: Christopher Malone
62	3/3/14 Co-Residency Supplemental Form signed by Rich Mahan
63	King County Property records re: 2005 Killarney Way, Bellevue, WA
64	King County Property records re: 2227 109 th Avenue SE, Bellevue, WA
65	King County Property records re: 6125 132 nd Avenue NE,

	Kirkland, WA
66	King County Property records re: 9538 NE 1 st Street, Bellevue, WA
67	11/20/15 BHS Football Records/Documents Request Update
68	OSPI Approval of the Academic Institute
69	2000-2001 Academic Institute Certification of Accreditation
70	5/10/10 NW Assoc of Accredited Schools Visit Summary Report re: Academic Institute
71	12/3/15 e-mail from Lauren McDaniel to Tanja Jones re: List of BHS football players who attended the Academic Institute on a full-time basis
72	11/20/15 BHS Documents Request Update re: list of BHS football players who attended the Academic Institute on part-time basis (missing years 2011-2013)
73	12/10/15 letter from James Nelson, attorney for Jennifer Vice, to CB re: The Academic Institute
74	2011-2012 Academic Institute Yearbook
75	9/15/15 Academic Institute Official Statement
76	9/8/11 e-mail from Kathee Terry to Jennifer Vice re: BSD Curriculum and the Academic Institute
77	2/25/15 e-mail from Judy Buckmaster to Jennifer Vice re: online access to BSD curriculum
78	3/11/16 e-mail from John Harrison to CB and RHW re: Outstanding document requests
79	11/18/15 The Academic Institute Update
80	2/25/16 e-mail from Lauren McDaniel to Jeff Lowell re: BHS coaches visits to the Academic Institute
81	E-mails between Jennifer Vice and BHS
82	E-mails to Jennifer Vice and others re: football highlights
83	10/9/14 e-mail exchange between Jennifer Vice and Lauren McDaniel re: Game tomorrow?
84	10/29/13 and 10/30/13 e-mail exchange between Jeff Razore and Jennifer Vice re: grade review
85	11/13/13 e-mail exchange between Jeff Razore and Jennifer Vice re: 1st Quarter Conferences
86	12/12/13 e-mail exchange between Jeff Razore and Jennifer Vice re: Montana Visit
87	12/16/13 e-mail exchange between Jeff Razore and Jennifer Vice re: Tomorrow
88	1/6/14 and 1/7/14 e-mail exchange between Jeff Razore and Jennifer Vice re: Transcript
89	1/16/14 e-mail exchange between Jeff Razore and Jennifer Vice re: subject matter deleted
90	2/24/14 and 2/26/14 e-mail exchange between Jeff Razore and Jennifer Vice re: New Student ?
91	3/18/14 e-mail exchange between Jeff Razore and Jennifer Vice re:

	[subject matter deleted by the Academic Institute]
92	3/31/14 e-mail exchange between Jeff Razore and Jennifer Vice re: Registration Meeting?
93	4/8/14 e-mail exchange between Jeff Razore and Jennifer Vice re: 3rd quarter grades
94	5/19/14 and 5/20/14 e-mail exchange between Jeff Razore and Jennifer Vice re: Graduation Speaker?
95	8/13/14 e-mail from Jeff Razore to Jennifer Vice re: talking about our kids
96	10/28/13 e-mail exchange between Joe Razore and Jennifer Vice re: 1st quarter grades for [student name redacted by the Academic Institute]
97	2/23/16 e-mail from Jason Gardner to Becky Hashimoto re: The Academic Institute
98	10/27/11 letter from Jason Gardner re: The Academic Institute
99	8/29/13 letter from NCAA to Jennifer Vice re: The Academic Institute placed on Extended Evaluation by the NCAA
100	8/5/14 letter from Judy Buckmaster to NCAA Eligibility Center
101	7/3/12 e-mail exchange between Jennifer Vice and Judy Buckmaster re: Summer school
102	7/16/12 e-mail exchange between Jennifer Vice and Judy Buckmaster re: Summer school
103	2010-2014 Redacted transcript
104	8/20/13 e-mail from Jennifer Vice to [name redacted] re: Booster Club has to agree to pay for another semester
104A	4/4/13 e-mail exchange between Jennifer Vice and [name redacted] re: payment of \$150 tuition
105 (DISC)	Disc containing audio of [redacted] Interview
106	Transcript of [redacted] Interview
107	2/5/15 e-mail from Jeff Lowell to Shawn Flood re: Jeff Razore Volunteer Application
108	11/11/15 letter from Patrick Moran, attorney for Jeff Razore to RHW
109	11/12/15 letter from RHW to Patrick Moran re: Jeff Razore
110	12/10/15 letter from James Nelson to CB re: The Academic Institute
111	10/21/15 letter from James Nelson to RHW re: The Academic Institute
112	8/25/14 letter from Meri Gilbert Booster Club Treasurer to Jennifer Vice re: donation of \$15,000
113	9/17/15 letter from Bellevue Wolverines Football Club (John Connors, Joe Razore, Meri Gilbert, Rob DeRider, Greg Pardee, Kim Bentz) to Jennifer Vice re: donation of \$10,000
114	9/17/15 letter from Bellevue Wolverines Football Club to Jennifer Vice enclosing check for \$7,000.

115	Redacted transcripts of BHS football players who attended the Academic Institute
116	NCAA Eligibility Center – List of Denied NCAA Course offered by the Academic Institute
117	11/6/15 letter from James Nelson to CB re: The Academic Institute
118	2/4/16 e-mail from Jennifer Vice to RHW re: Response to your requests
119	Academic Institute website re: “Fully Accredited NCAA Approved”
120	12/7/15 e-mail from Jeff Lowell to John Harrison re: Butch Goncharoff and payments to coaches
121	Anonymous letter re: Booster Club tax returns
122	VVG Enterprises LLC Corporate Registration Detail
123	1/26/15 letter from Jeff Lowell to Tracy Ford