▌▌ YARMUTH WILSDON PLLC

MEMORANDUM

TO: John Miller
Assistant Executive Director
WIAA

         Brian Smith
Assistant Executive Director
WIAA

FROM: Carl Blackstone
Robert Westinghouse

DATE: May 18, 2016

RE: WIAA Response to Bellevue School District Violation Report dated May 11, 2016

On March 22, 2016, Carl Blackstone and Robert Westinghouse submitted an Investigative report to the Washington Interscholastic Activities Association ("WIAA") relating to the Bellevue High School ("BHS") football program. The WIAA Investigative Report ("Investigative Report") contained findings that BHS and the Bellevue School District ("BSD) had violated a number of WIAA rules. WIAA provided the Investigative Report to BSD on April 1, 2016. On May 11, 2016, BSD/BHS presented a WIAA Violation Report ("Violation Report" or "District's Report") to the KingCo League during a self-report hearing. On May 13, 2016, George Crowder, KingCo League President, requested that WIAA and its investigators evaluate the information contained in the BSD/BHS Violation Report.

The Violation Report identifies 10 allegations in the Investigative Report. The Violation Report provides substantive responses to only six of the allegations. BSD reports that it is continuing to investigate the remaining four violations and represented that it would respond by May 16, 2016. To our knowledge, BSD did not respond by that date.

In this memorandum the WIAA investigators will respond to the six allegations addressed in the Violation Report. The investigators will submit a supplemental response after BSD provides a substantive response to the four remaining allegations.

b. ████████

The WIAA Investigative Report concludes that ████████ used a false address at the time of his enrollment. Nonetheless, BSD has concluded that there are "no violations" associated with this student. BSD's conclusion is wrong. The facts developed by the WIAA investigation reflect that Mr. ████ played football at Newport High school during his freshman and sophomore years. After the end of his sophomore year football season Mr. ████ transferred to BHS on January 25, 2014. At the time of his enrollment he provided an address of 1622 103rd Place NE, #L6, Bellevue, WA 98004. The investigation determined that Mr. ████ did not live at this address and that he, in fact, had provided a false lease agreement to BHS. This conclusion is based on the fact that Sergey Marudov who allegedly signed the lease agreement said that his purported signature on the lease was false. The owner of the condominium and the current manager also confirmed that the lease agreement was false. Mr. Marudov confirmed that his wife and two daughters lived in the unit and that his daughter had gone to elementary school with Mr. ████ The daughter also told her father that Mr. ████' mother had asked her if they could use her address because they did not want to switch school districts. The on-site property manager and an occupant of the apartment adjacent to the Marudov apartment confirmed that Mr. ████ did not live in the apartment. (Investigative Reports at 28-30, Exhibit 44 through 47).

BSD does not challenge any of these findings. Instead, BSD claims that there was no violation because Mr. ████ went through an eligibility hearing in August 2014. Apparently BSD believes that the "eligbility panel" determined that Mr. ████ had not provided a false address. BSD states in its violation report that "[we] believe that the eligibility panel had all relevant information regarding [████████] including the questionable information produced when he registered. As such [we] believe that the eligibility panel's decision to grant eligibility was fully informed and still in effect."

This is simply not true. The eligibility panel did not have "all relevant information" and it was not "fully informed" as BSD contends. The hearing officer had no means of investigating the facts. BSD had the means of investigating, but did little or nothing to verify the facts that were presented. Indeed, the best evidence of the District's ability to conduct such an investigation, if it chooses to do so, is that it has now, in response to the Investigative Report, finally made some attempt at questioning the addresses provided by students and their families.

At the eligibility hearing, the panel was not advised that the lease agreement provided by Mr. ████ and his mother was false. Nor was the panel advised that Mr. ████ did not live at the address and that, in fact, his mother, had asked one of the tenants if she could use the address because she did not want to move into the Bellevue High School attendance area. The panel was not fully apprised of the facts because the District failed to conduct any meaningful