

MEMORANDUM

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TO: John Miller
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Brian Smith
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FROM: Carl Blackstone
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DATE: May 25, 2016

RE: WIAA Response to Bellevue School District's Violation Report dated May 23, 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 May 11 Violation Report identifies 10 allegations in the Investigative Report. The Violation Report provides substantive responses to only six of the allegations. On May 18, 2016, the WIAA investigators submitted a response to the six allegations addressed in BSD's Violation Report.

On May 23, 2016, BSD presented a supplemental Violation Report to KingCo addressing the four remaining allegations. On the same day, George Crowder requested that the WIAA and its investigators evaluate the information contained in BSD's supplemental Violation Report.

in late January 2016, Jeff Lowell, BSD's athletic director, advised the WIAA investigators that BSD had destroyed all residency information for BHS players who had graduated. The WIAA investigators believed that this violated the regulation requiring that such information be retained for three years. As a result, the investigators sent Mr. Lowell an e-mail on January 22, 2016, (Exhibit 40) requesting that he provide information as to when this policy was implemented, at whose direction and whether it applied only to football players. Mr. Lowell never provided this information and BSD has not provided the information in its May 23 Violation Report. Although Mr. Lowell claimed that BSD had shredded all residency information for players who graduated, BSD admitted in its May 11 Violation Report that it had found residency information for [REDACTED] who had graduated in 2013.

Regardless of the District's efforts to retain or destroy residency records for its graduated BHS football players, the multiple examples of BHS football players using false addresses are well documented, and in at least some instances, now admitted.

Allegation #4 – Whether athletes received subsidized housing to gain eligibility

The Investigative Report did not find sufficient evidence that players received subsidized housing to gain eligibility. The WIAA Addendum concurs in this finding.

Allegation #5 – Whether coaches coordinated tuition payments for athletes

WIAA Rule 27.1.0 provides that no student may receive, or be offered, any remunerations of any kind, or to receive or be offered any special inducement of any kind which is not made available to all applicants who enroll or continue to be enrolled in the school or apply to the school."

WIAA Rule 27.1(A)(1) provides that "Special inducement shall include, but not be limited to "the offer or acceptance of money or other valuable consideration such as free or reduced tuition during the regular year or summer school by anyone connected with the school."

WIAA Rule 27.1(C) provides that "Member schools shall be responsible for any violation committed by any person associated with the school, including principals, assistant principals, coaches, teachers, any other staff members or students, or any organization having any connection to the school. The member schools shall be responsible for any violation committed by any person acting at the direction of the school."

BSD concludes that "based on a thorough review of all facts, there is not sufficient

evidence to support the allegation of coaches directing tuition payments for players.” This conclusion is contrary to the facts found by the WIAA investigators.

The WIAA Investigative Report found that Coach Goncharoff was involved in finding a sponsor to pay [REDACTED] tuition at AI and that Assistant Coach Jeff Razore either paid for or coordinated the tuition payments for [REDACTED]. These findings were based on the following facts:

- [REDACTED] father told the investigators that Coach Goncharoff told him that [REDACTED] should attend AI. Coach Goncharoff also told Mr. Dyles that he did not have “a sponsor” but Coach Goncharoff directed Mr. Dyles to visit AI and meet with Jennifer Vice.
- After Mr. Dyles met with Jennifer Vice, Coach Goncharoff told Mr. Dyles that he had found a sponsor for [REDACTED]. Shortly thereafter, [REDACTED] began attending AI and paid nothing during the entire time attended AI.
- Mr. Dyles learned that the Razore family had paid [REDACTED] tuition. He and his wife thanked Jeff Razore for paying and for the help and he responded that it was “no problem” and that Mr. Dyles should contact him anytime if there was anything he needed. Ms. Vice also told Mr. Dyles that she would thank the Razores for paying Omar’s tuition.

(WIAA Investigative Report at 47-48).

In response to these facts, BSD states in its May 23 Violation Report that “there is no credible information provided by the fact finders to support a finding that Coach Jeff Razore directed tuition payments.” To the contrary, the information provided by Mr. Dyles coupled with the fact that [REDACTED] paid no tuition at AI, is very credible information. BSD apparently does not challenge the information provided by Mr. Dyles. Instead, they claim that the WIAA investigators mischaracterized a January 2015 meeting between Jeff Razore and [REDACTED]. At that time [REDACTED] was contemplating leaving BHS. Jeff Razore went to AI and after meeting with Jennifer Vice, she asked [REDACTED] to come into her office to meet with Mr. Razore. According to [REDACTED] 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.” (Exhibit 20 at 4). BSD claims that Shawn Flood, a lawyer hired by BSD to investigate this incident “produced a finding in 2015 that there was no means to determine what was said in the meeting.” This is not what Ms. Flood found. In her report she stated that there was: