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**TO:** John Miller  
Assistant Executive Director  
WIAA

Brian Smith  
Assistant Executive Director  
WIAA

**FROM:** Carl Blackstone  
Robert Westinghouse

**DATE:** May 25, 2016

**RE:** WIAA Response to Bellevue School District's Violation Report dated May 23, 2016

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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.

### **Allegation #1 – Whether coaches directed players to the Academic Institute**

The WIAA investigators responded to BSD's response to this allegation in their May 18 report, which is incorporated herein by reference.

### **Allegation #2 – Whether boosters paid for tuition of athletes at the Academic Institute**

**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 admits that the Booster Club paid the tuition for one football player in violation of WIAA Rule 27.1.0. BSD claims, however that the violation was “inadvertent” and blames the violation on Jennifer Vice, the director of the Academic Institute. The facts indicate that this violation was far from “inadvertent” and that it was not an isolated violation. More significantly, Coach Goncharoff, Assistant Coach Richard Brown, and the Booster Club through its vice-president Joe Razore, played a large role in this violation.

BSD largely places the blame on Jennifer Vice, while exonerating the Booster Club. BSD's conclusion is not supported by the facts. The player in question entered BHS in September 2011. He attended BHS for one year. The player was struggling academically during that year, causing his 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.<sup>1</sup> (WIAA Investigative Report at 46-47).

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. (WIAA Investigative Report at 44-47). 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). There is also convincing evidence that the Booster Club paid for this student's tuition. This is reflected in an e-mail Ms. Vice sent to the player's father on August 20, 2013, in which she states "Also the booster club has to agree to pay for another semester before we decide to go that route." (Exhibit 104). The former player attended the Academic Institute for two academic years and ultimately graduated from the Academic Institute in June 2014.

BSD does not contest much of this information. As an initial matter, BSD claimed in its May 11 Violation Report that it was unable to make "their own determination as to the credibility of this information" because the WIAA investigators would not reveal the identity of the player or his father. BSD now admits that Jennifer Vice was able to identify the student, thus, BSD could have interviewed the student and his father, but apparently decided not to do so. BSD did ask Ms. Vice about the above-referenced e-mails and BSD's summary of what she said can only be described as an exercise in obfuscation. BSD reports that:

Ms. Vice stated that the reference to booster money in her email [Exhibit 104] to the family was again her trying to find a way to provide a lower tuition amount for the family. She stated that she was trying to be transparent in her thinking for the family, trying to get the student to commit to school. Ms. Vice felt this was her way of describing to the family that there were many people who wanted to see the student succeed.

(BSD May 23 Violation Report, Allegation #2 at page 4).

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<sup>1</sup> BSD claims that the WIAA investigators never asked Coach Brown about this incident. There was no need to ask about this incident because Coach Brown denied that he had ever visited AI and denied that he had talked to any player or family about AI. The investigators did not find Coach Brown's denial credible in light of the fact that BSD admitted that Coach Brown had in fact visited AI (Exhibit 80).

This explanation is strained at best. Apparently Ms. Vice is now claiming that her e-mail was simply an attempt to suggest to the family that they might want to see if the Booster Club could pay their son's tuition. This interpretation flies in the face of the plain language of Ms. Vice's e-mail. Her e-mail contains nothing to support this interpretation. Rather, she states in a simple declarative sentence that the "booster club will have to agree to pay for another semester." The only reasonable interpretation is that Ms. Vice knew that the booster club had been paying the student's tuition and that in order for the student to remain at AI the Booster Club would have to agree to pay the student's future tuition.

Thus, the evidence demonstrates quite clearly that both Coach Goncharoff and Assistant Coach Richard Brown encouraged this player to attend AI. Joe Razore, the Vice President of the Booster Club, then ensured that the Booster Club would pay a significant portion of the player's tuition. Jennifer Vice was well aware of this arrangement and BSD's claim that the payment was "inadvertent" is contrary to the facts.

BSD apparently admits that at least five other players either paid no tuition at AI or received substantial financial assistance. BSD does not address the source of funds for this financial assistance. Nor does Ms. Vice explain the source of the funds she used to provide financial assistance to these players. Ms. Vice has previously admitted that the Booster Club was the only entity which had donated money to AI. Thus, it logically follows that Booster Club funds were used to provide some or all of the financial assistance to these five players.

An October 28, 2013, e-mail exchange between Jennifer Vice and Joe Razore is further evidence of the Booster Club's role in paying tuition for BHS football players. In that e-mail Ms. Vice asks Mr. Razore, whether he wanted to meet with an AI student who presumably was a BHS football player "to review his grade? Let me know if you or Jeff [Razore] are interested. Otherwise, I will just email you his grades." (Exhibit 96). This e-mail is significant because Joe Razore has been the vice-president of the Booster Club since 2008. There is no legitimate educational reason as to why Ms. Vice should be providing Mr. Razore with the grades of an AI student. The only plausible reason Ms. Vice is agreeing to share this information is because the Booster Club is paying this player's tuition and the Club wants to be kept abreast of the player's progress. The Booster Club's role is further demonstrated by the fact that Mr. Razore tells Ms. Vice that "I try and stay in the background but love to see the progress." (Exhibit 96).

Ms. Vice admits that she sent this e-mail to Joe Razore. She told BSD that when she sent the e-mail "it was her impression that Joe Razore was still a coach and she didn't realize he had stopped coaching." This explanation is dubious. Joe Razore has been the vice-president of the Booster Club since 2008 and the WIAA has no information that he acted as a coach between 2008 and the present. We assume that Ms. Vice was aware that Mr. Razore was also an officer of the Booster Club at the time she sent her October 28 e-mail.

In the final analysis there is plenty of evidence to support the finding that the Booster Club knowingly and willfully paid some or all of the tuition for BHS football players at AI. There is no dispute that the Booster Club made significant financial donations to AI and there is no dispute that AI used some or all of this money to provide financial assistance to BHS football players. The Booster Club's claim that these donations were available to all students is undermined by the fact that (1) the Booster Club's stated mission at least until November 15, 2015 was to support the BHS football team; (2) the Booster Club did not specify this purpose for the donations made in 2012 and 2013, and (3) the Booster Club failed to report a \$7500 donation to AI on its 2013 return, although required to do so. Neither the WIAA or BSD was able to uncover the full extent of these payments because the Booster Club and AI failed to fully cooperate with either investigation.

### **Allegation #3 – Whether athletes used false addresses to gain eligibility**

**WIAA Rule 3.3.0** provides that “All member school districts of the Association must comply with the rules as stipulated in the Constitution and Rule and Regulations of the Association for interscholastic programs.”

**WIAA Rule 3.3.2** provides that “Each Member school has a responsibility to educate its student athletes, coaches, and other appropriate persons on state association rules, regulations, and policies that could affect them. Further, the member school should monitor its compliance with such state association information.”

The WIAA investigators responded to BSD's response to this allegation in their May 18 report, which is incorporated herein by reference.

BSD now concedes in its May 23 Violation Report that [REDACTED] provided a false address in violation of WIAA Rules 18.11.2(a) and 28.4.1. As a result BSD now agrees that three players ([REDACTED], [REDACTED], and [REDACTED]) “provided [BHS] with false information which caused the school to declare the participant eligible in violation of WIAA Rule 18.11.2.” WIAA also believes that [REDACTED] and [REDACTED] provided false information and that there is a strong reason to question the legitimacy of the address provided by [REDACTED] at the time he enrolled at BHS.

The WIAA Investigative Report contains more than sufficient facts to find that BSD/BHS failed to exercise proper oversight over the BHS football program in violation of WIAA Rules 3.3.0, and 3.3.2. The WIAA investigators highlighted those facts in their May 18 report to KingCo. Although BSD has not addressed most of these facts, BSD in its May 23 Violation Report does take issue with the investigators finding that BSD destroyed records in violation of Washington State Office of the Secretary of State regulation. The irony of such a protest is that

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 ██████████ 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. [REDACTED] that he did not have “a sponsor” but Coach Goncharoff directed Mr. [REDACTED] to visit AI and meet with Jennifer Vice.
- After Mr. [REDACTED] met with Jennifer Vice, Coach Goncharoff told Mr. [REDACTED] that he had found a sponsor for [REDACTED]. Shortly thereafter, [REDACTED] began attending AI and paid nothing during the entire time attended AI.
- Mr. [REDACTED] learned that the Razore family had paid [REDACTED]’s 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. [REDACTED] should contact him anytime if there was anything he needed. Ms. Vice also told Mr. [REDACTED] that she would thank the Razores for paying [REDACTED]’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. [REDACTED] 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. [REDACTED]. 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:

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, emphasis added)

Additionally, the fact that Jeff Razore refused to cooperate with the WIAA investigators gives rise to an adverse inference that he was involved in either paying or coordinating the payment of ██████'s tuition. Such an inference is even stronger in light of the District's failure to interview Jeff Razore and report on his explanation for these actions.

BSD also claims that there was insufficient evidence to indicate that Coach Goncharoff coordinated tuition payments. In making this claim BSD apparently relies on Ms. Vice's claim that Coach Goncharoff "had nothing to do with the financial agreement" relating to a player's tuition payment. BSD also asserts that the investigators did not ask Coach Goncharoff specifically about ██████. The fact is that Ms. Vice has no knowledge of what Coach Goncharoff said to Mr. ██████. Coach Goncharoff denied that he directed any football player to attend AI. The investigators found that Coach Goncharoff's denial was not credible in light of the fact that an e-mail dated July 3, 2012, from Jennifer Vice to BSD states "Butch Goncharoff just brought me [student name redacted by BSD] transcript and would like [that student] to come to summer [at AI] to replace [four classes]." (Exhibit 101). The investigators also identified three other players whom Coach Goncharoff had encouraged or directed to attend AI. (Investigative Report at 46-48).

Thus, given that Coach Goncharoff was not truthful about his role in directing players to attend AI, BSD's claim that he did not coordinate tuition payment is suspect as well.

#### **Allegation #6 – Whether players used the Academic Institute to maintain eligibility**

The WIAA investigators addressed BSD's response to this allegation in its May 18 report which is incorporated herein by reference.

#### **Allegation #7 – Whether financial payments were made to coaches without approval from the Bellevue School District Board of Directors**

**WIAA Rule 23.1.1** provides that "Coaching stipends and all gifts to a coach exceeding a total of \$500 in a season must be approved by the school's board of directors."

On May 9, 2016, WIAA provided the following interpretation of Rule 23.1.1:



The purpose and intent of the rule is to require school board approval for any payments and/or gifts to a coach in excess of \$500 while conducting coaching duties or activities related to each sport he/she coached for that school. These services include the year-round activities that coaches, may do in order to provide a safe, competitive, and enriching experience for the student-athletes of the high school and its feeder schools within the school district. Any payment or gift given to a coach in excess of \$500 at *any time of the year* for that sport must be approved by the school board of directors.

As requested by the Bellevue School District in 2006, the rule was developed to give the school districts the authority to control any payments or gifts provided to coaches who coach in the school programs. The WIAA Representative Assembly approved the amendment in April 2007 and the rule went into effect on August 1, 2007. *Rule 23.1.1 has been written, consistently interpreted and, intended as a year round control system* to support schools and insure that all programs are under the direct guidance and oversight of school administration. Rule 23.1.1 provides member schools a tool to safeguard against unauthorized compensation of coaches and in return creates a level playing field for all school athletic programs. (Italics added.)

BSD agrees with this allegation that there is evidence to support a finding of a violation of WIAA Rule 23.1.1 because “compensation paid to Coach Goncharoff in excess of \$500 for work associated with the camp at Ft. Worden – a camp directly related to the sport that he coaches at BHS” – was not approved by the school board.

BSD’s admission is much narrower than the facts warrant:

- Between 2002 and 2012, the Bellevue Wolverine Booster Club’s tax returns report \$588,568 was paid to coaches. These payments were not approved by the Bellevue School District Board. (Investigative Report at 57-58).
- Between 2008 and 2012, these tax returns report \$312,059 was paid to coaches. These payments were not approved by the Bellevue School District Board. (Investigative Report at 57-58).
- These tax returns report these payments as “Coaches stipends.” (Exhibit 15). The obvious meaning of this phrase is “payment for coaching.” If, as the District, Coach Goncharoff, and the Booster Club now maintain, these payments were actually for services other than as a high school football coach, it calls into question the accuracy of these tax returns.
- According to the BSD May 23 Violation Report to the KingCo Conference, Coach Goncharoff acknowledged that before the 2007 rule change, he was paid “in season.” Since 2007, he is compensated “for work done outside of the season for things like, public speaking engagements, work with NIKE, Jubilee Reach, Junior Camp, and (sic) variety of other camps and organizations. He re-emphasized that he did not get

paid for any of these things during the WIAA football season.” (Report, Allegation #7 at 1-2). Thus, Coach Goncharoff maintains that the payments after 2007 have been “out of season ” even though the WIAA interpretation of Rule 23.1.1 makes clear the focus is not on the timing of additional payments, but whether such payments are additional compensation for coaching a high school sport or for other services unrelated to coaching a high school sport.

- According to the BSD May 23 Violation Report, Coach Goncharoff, when questioned by the District, also stated that he gets paid a lump sum by Athletic Camps Northwest, LLC. According to the Report, this entity is owned by Assistant Bellevue High School Football Coach Pat Jones. According to Mr. Jones the Bellevue Wolverine Booster Club donates money to his company to offset some of the costs of the summer camps, including Ft. Worden. The only description of Coach Goncharoff’s duties at such camps is that he “is asked to design drills, direct the camp, and a (sic) coordinate the roles of coaches for the camps.” (BSD Report, Allegation #8, at 1). This sounds like a description of a head coach’s normal duties.
- As to his work at Ft. Worden, the BSD Report quotes Mr. Jones as saying that Coach Goncharoff “leads discussions, conducts meetings, and provides motivational/inspirational speeches, and directs practices and drills.” (BSD Report, Allegation #8, at 1). Simply stated, it appears that Coach Goncharoff is paid for coaching. Because at least the Ft. Worden camp is conceded to be a Bellevue High School activity connected to its football program, such payments clearly violate WIAA Rule 23.1.1

According to the BSD May 23 Violation Report, Coach Goncharoff also acknowledged that he has executed “Independent Contractor Agreements” with the Booster Club for work done outside the season. (BSD Report, Allegation #7, at 1). Although the BSD Report states that he provided BSD with copies of these agreements for 2012 through 2014, BSD does not attach them as an exhibit; nor does the BSD Report provide information as to when the agreements were signed; what specific work each covers; and, what the rate of compensation is. Instead, the BSD Violation Report includes the Booster Club’s general statement that Coach Goncharoff’s responsibilities under these agreements include: NIKE Clinics, UCLA Clinics, USC Clinics, UW Clinics, the Fort Worden Camp, youth mentoring, and community engagement work. There is absolutely no further detail provided; no information as to the number, time, location, and persons attending such clinics; no information about the content and frequency of youth mentoring; and, no information about what services are provided to the community. Moreover, the work which Coach Goncharoff provides to Ft. Worden, as acknowledged by the BSD Violation Report, constitutes a Bellevue High School activity for which additional unauthorized payment is prohibited. Without some greater specificity, it is appropriate to again

draw the adverse inference that the payments by the Booster Club relate to Coach Goncharoff's duties as a high school football coach.

- The BSD May 23 Violation Report asks the KingCo Conference to accept that all except the Ft. Worden payments to Coach Goncharoff are acceptable under WIAA Rule 23.1.1, but it omits all data and all documentation that would allow the KingCo Conference to make an independent decision.
- The Booster Club has submitted to the KingCo Conference tax returns for a variety of other schools' booster clubs, ostensibly to show that these clubs also raise substantial sums of money. The submission misses the mark in numerous respects. First, the issue before KingCo is whether Bellevue High School's Football program – not that of any other school – has violated WIAA rules. Second, even assuming these returns reveal other booster clubs have similarly violated WIAA rules, it does nothing to explain the conduct of the Bellevue Wolverine Booster Club. Third, three of the tax returns are for Mercer Island booster clubs, e.g., football, basketball, and lacrosse (not a WIAA governed sport), and all relate to programs in which the booster's club's payments to coaches and assistant coaches which, according to Mercer Island's Superintendent of Schools, have been expressly approved in advance by the Mercer Island School Board. Moreover, the tax return for the Mercer Island Football Club specifically lists that the Mercer Island High School Football Coach, Brett Ogata is a member of the booster club's board of directors, thereby evidencing some oversight over the actions of this group.

**Allegation #8 – Whether financial payments to support the Fort Worden football camp are excessive and in violation of WIAA Rule 27.1.0**

**WIAA Rule 27.1.0** provides that “No student athlete may receive, or be offered, any remuneration 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.”

The BSD May 23 Violation Report concedes that payments to coaches for coaching at the Ft. Worden camp violate WIAA Rule 23.1.1. It objects to any finding that the Ft. Worden payments violate WIAA Rule 27.1.1 because the summer team camp is “not unique” and is an opportunity offered by other booster clubs as well. Again, the concession is much narrower than the facts warrant.

- The Booster Club's tax returns report spending \$556,821 for the Ft. Worden camp between 2008 and 2014. (Investigative Report at 60). It may not be unique for high school football teams to conduct off-site summer camps or for booster clubs to provide support to pay for excess costs not covered by player fees and, possibly to assist some players with camp fees, but the magnitude of the Booster Club's financial support is nothing short of stunning. This financial support, whether used to pay

coaches or to enhance the camp experience for players in other ways, is unique and totally distorts the concept of a level playing field for athletic competition among high schools.

- The WIAA Investigative Report also notes that in 2008, the year after WIAA adopted Rule 23.1.1 regarding payments to coaches, the expenses for Ft. Worden increased from \$21,842 to \$80,989. (Investigative Report at 60). Although the BSD May 23 Violation Report provides no specific data regarding payments, it seems obvious that the increased cost of the camp is attributable to the inclusion of payments to coaches in the costs. This was clearly intended to circumvent the new WIAA rule, which was adopted in April 2007 and implemented on August 1, 2007. Pat Jones established Athletic Camps Northwest, LLC on July 19, 2007. The closeness of the two dates is arguably more than a coincidence. A reasonable conclusion is that this business was created by Pat Jones as a mechanism through which to funnel and hide the Booster Club payments to coaches.
- The Booster Club's tax returns for 2008 through 2012 report the following expenses for the Ft. Worden camp:

2008 -- \$80,000  
2009 -- \$79,212  
2010 -- \$82,891  
2011 -- \$69,254  
2012 -- \$78,631

(Exhibit 15)

In addition, these tax returns for 2008 through 2012 report the following payments for "coaches stipend:"

2008 -- \$63,000  
2009 -- \$30,000  
2010 -- \$70,000  
2011 -- \$80,000  
2012-- \$60,000

The only reasonable conclusion from this data is that Coach Goncharoff actually received payments during this five year period from both the Booster Club in the form of a coaches' stipend and from Pat Jones' business entity for coaching at the Bellevue High School sanctioned summer camp at Ft. Worden. Although the Booster Club and Coach Goncharoff apparently now maintain that the payments directly from

the Booster Club to Coach Goncharoff were for “work done outside of season” and that Coach Goncharoff signed Independent Contractor Agreements with the Booster Club for this work, as noted previously the federal tax returns filed by the Booster Club with the Internal Revenue Service each report that the payments to Coach Goncharoff constituted a “coaches (sic) stipend.”

- Pat Jones told the WIAA investigators that he was paid nothing by the Booster Club. In the most technical sense, this may be correct because, according to the BSD May 23 Violation Report, Pat Jones told the Bellevue School District that the Booster Club is a client of Athletic Camps Northwest, LLC and that “they donate money to the company to offset some of the costs of the camps I the summer.”<sup>2</sup> This more recent acknowledgement, however, makes clear that Pat Jones’ business was used as a conduit to transfer money from the Booster Club to Coach Goncharoff and possibly other coaches.
- The BSD May 23 Violation Report suggests that an exchange of emails between Tom Castle, a Booster Club member, and Judy Bushnell, a Bellevue School Board member, constitutes Board approval for the payment of coaches for summer camps. This argument might be meritorious if there had, in fact, been some action by the school board instead of an opinion by one of its members without any factual underpinning, but the documentation offered as Exhibit 44 to the BHS Report is striking for what is not said. There is no evidence of a board resolution or vote; there is no indication that Ms. Bushnell was provided with any details about what compensation was contemplated for what services and there is no indication that this authorization had anything to do with the Ft. Worden camp. The email exchange speaks only of “summer camp.”
- The BSD May 23 Violation Report cites various administrative procedures applicable to school overnight field trips, including one that prohibits any staff member from personally benefitting from such a trip. Thus, it seems the BSD Report initially says that the payment of coaches for Ft. Worden was approved by the board and then reverses course and acknowledges that it would be a violation of board policy for any coach to benefit from such an activity. These contradictory positions suggest that the Bellevue School District is flailing to justify annual payments to Coach Goncharoff and Coach Jones which are in violation of the board’s administrative procedures and, more importantly, WIAA rules.
- The BSD May 23 Violation Report proposes only “internal remedies” for the violation of WIAA 23.1.1, notwithstanding that this violation apparently involved several hundred thousand dollars in unauthorized payments to Coach Goncharoff and Coach Jones beginning in 2008 for Ft. Worden, even without consideration of the payments to Coach Goncharoff made directly by the Booster Club and supposedly justified as being for other services. This proposal stands in sharp contrast to the

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<sup>2</sup> Significantly, the Booster Club tax returns do not report any donations to Athletic Camps Northwest, LLC.

resolution of the Bellevue District School Board that if coaches received unauthorized payments, such coaches should be suspended for a minimum of two years.

**Allegation #9 – Whether BSD failed to self-report violations of WIAA Rules**

The WIAA investigators responded to BSD's response to this allegation in their May 18 report, which is incorporated herein by reference.

**Allegation #10 – Whether athletes have been illegally recruited**

The WIAA investigators responded to BSD's response to this allegation in their May 18 report, which is incorporated herein by reference.