



PO BOX 90010
BELLEVUE, WA 98009-9010
PHONE: (425) 456-4040
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**HUMAN
RESOURCES**

www.bsd405.org

June 16, 2016

Pat Jones
[REDACTED]

Bellevue, WA 98004

Dear Mr. Jones:

As you are aware, the Bellevue High School (BHS) football program has been under intense scrutiny during the past two years, and separate investigations have been conducted involving various allegations of impropriety in the program. Following the District's review of an independent investigation of the BHS football program and additional fact-finding by the District, we have determined that it is in the best interest of the District that the program begin a new era with a new assistant coach. Notwithstanding your public statements and those of others that there has been no wrong doing, three different reviews have concluded that various violations have occurred.

I met with you and your attorney, Marianne Jones, on May 27, 2016. At that meeting I provided you a summary of my review, and notice of non-renewal of your coaching position for 2016. You contended at the meeting that you had received notification that you would be returning for 2016 based upon a conversation you had with BHS Athletic Director Lauren McDaniel during the week of May 23, 2016. While the District does not agree that this conversation with Ms. McDaniel constitutes a renewal of your coaching position, because the coaches' collective bargaining agreement (CBA) does not specify how such notification will be issued (orally or in writing), the District will pay out its contractual obligations to you under what would be your 2016 football coaching contract. However, you will not be assigned coaching duties between now and the end of the WIAA fall football season, Dec. 3, 2016. Instead, you will be placed on administrative leave (which is non-disciplinary). Your contractual stipend will be paid in installments as usual and you will comply with the following directives:

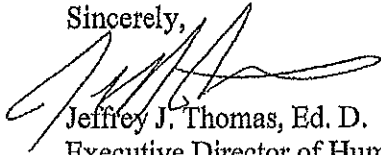
- You will turn in District identification, keys, and any District property in your possession by June 30, if you have not done so already. This directive is regardless of whether you believe the District has made an appropriate decision or whether you intended to challenge the decision.
- You will not have any contact with District football players, District students, or the parents of players or other students during this time period. You likewise will not have contact with District support organizations like the Parent-Teacher Association or the football booster organization.

- You will not contact other District staff, outside of appropriate union representatives.
- You will not be on District property without prior permission at any time, nor will you attend games, training, or practices of the football program at other locations during this time period.

Pursuant to the explicit language of Article 5, Section 5.1 of the CBA, there is no reason for you to have any expectation that your contractual appointment will be renewed for any subsequent season or year beyond this fall. At the end of the 2016 football season, you will not be employed by coaching contract with the District in the future.

This is the District's final decision. If you have any questions about this letter and the directives listed above, you may contact me directly or have your attorneys contact the District's attorneys.

Sincerely,



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

C: Marianne K. Jones
Kevin F. O'Neill
Chuck W. Lind



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June 16, 2016

Mr. Victor "Butch" Goncharoff

[REDACTED]
Medina, WA 98039

Re: 2016 Coaching Duties and Future Employment

Dear Mr. Goncharoff:

As you are aware, the Bellevue High School (BHS) football program has been under intense scrutiny during the past two years, and separate investigations have been conducted involving various allegations of impropriety in the program. Following the District's review of an independent investigation of the BHS football program and additional fact-finding by the District, we have determined that it is in the best interest of the District that the program begin a new era with a new head coach. Notwithstanding your public statements and those of others that there has been no wrong doing, three different reviews have concluded that various violations have occurred.

The District was aware that you had an affirmative notification pursuant to Article 5, Section 5.1 of the coaches' collective bargaining agreement (CBA) that you would be coaching BHS football for the 2016 season, and so in a meeting and letter dated May 25, 2016, the District notified you that it was contemplating termination of that contractual expectation. The District also provided you with an opportunity to share any additional information regarding this recommendation by May 31, 2016. The District received correspondence from your legal counsel, Robert Sulkin, dated May 26, May 31, and June 3, 2016, all of which was reviewed to determine if there was new or relevant information for the District to consider regarding its recommendation for termination.

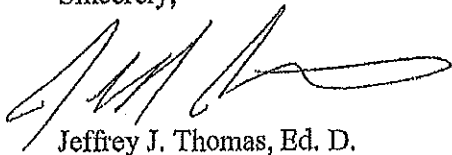
After considering all the facts and circumstances presented to the District regarding your current status, including information provided by you and your representatives, the District will pay out its contractual obligations to you under what would be your 2016 football coaching contract. However, you will not be assigned coaching duties between now and the end of the WIAA fall football season, Dec. 3, 2016. Instead, you will be placed on administrative leave (which is non-disciplinary). Your contractual stipend will be paid in installments as usual and you will comply with the following directives:

- You will turn in District identification, keys, and any District property in your possession by June 30, if you have not done so already. This directive is regardless of whether you believe the District has made an appropriate decision or whether you intended to challenge the decision.
- You will not have any contact with District football players, District students, or the parents of players or other students during this time period. You likewise will not have contact with District support organizations like the Parent-Teacher Association or the football booster organization.
- You will not contact other District staff, outside of appropriate union representatives.
- You will not be on District property without prior permission at any time, nor will you attend games, training, or practices of the football program at other locations during this time period.

Pursuant to the explicit language of Article 5, Section 5.1 of the CBA, there is no reason for you to have any expectation that your contractual appointment will be renewed for any subsequent season or year beyond this fall. At the end of the 2016 football season, you will not be employed by coaching contract with the District in the future.

This is the District's final decision. If you have any questions about this letter and the directives listed above, you may contact me directly or have your attorneys contact the District's attorneys.

Sincerely,



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

cc: Robert M. Sulkin
Kevin F. O'Neill
Chuck W. Lind