

REPORT OF INVESTIGATION
REGARDING GREAT FUTURES PREP PROGRAM
AT ALAN T. SUGIYAMA HIGH SCHOOL

JOHN R. NICHOLSON, INVESTIGATOR

JUNE 13, 2024

I. Introduction and Scope of Investigation

On January 25, 2024, former Alan T. Sugiyama (“ATS”) High School counselor Karen Byeman¹ sent an email with the subject, “Report of Email Fraud,” to the employee misconduct complaint email address (employeemisconduct@seattleschools.org) maintained by Seattle Public Schools (“SPS”).² In the email, Ms. Byeman complained that Dominique Brooks, whom she identified as an SPS employee, had impersonated her by sending an email under her name that she did not write. Mr. Brooks is the Head Coach for the Great Futures Prep (“GFP”) boys’ basketball program at ATS. Although Mr. Brooks previously had access to school grounds and resources as part of this SPS-affiliated program, he is actually not an SPS employee. Rather, Mr. Brooks is an employee of the King County Boys & Girls Club (“KCBGC”), which runs the GFP program as a partner organization of SPS under the terms of a Memorandum of Understanding (“MOU”). In Ms. Byeman’s email, she also raised a concern about a plan to “reclassify” seniors in the program, so they could continue attending ATS and participate in GFP for an additional year during 2024-25 as second-year seniors.

The undersigned investigator was retained to investigate these concerns, as well as concerns that ATS Principal Dr. Joseph Powell and ATS teacher Gabriel Van Guse may have engaged in misconduct related to the program. As described more fully below, Dr. Powell was involved in creating the GFP program at ATS and was the identified lead point of contact for SPS. Mr. Van Guse was involved as the Associate Coach for the GFP program until resigning from that position on February 26, 2024. The undersigned investigator considered whether Mr. Van Guse violated SPS policies or procedures by misusing leave and/or failing to attend a required Time, Responsibility, and Incentives (“TRI”) day on October 13, 2023 in connection with GFP program activities. Because Dr. Powell resigned his employment with SPS prior to the completion of this investigation, the report does not address whether he violated any SPS policies or procedures.

II. Persons Interviewed and Information Considered

The undersigned investigator interviewed and/or corresponded with the following individuals. If an interview took place, the date of interview is also stated below:

- Karen Byeman, School Counselor (interviewed via zoom on February 8, 2024 and March 13, 2024)

¹ Ms. Byeman is no longer the counselor at ATS, but she is still an SPS employee and now works at other schools.

² Exhibit 1 (06/25/2024 Byeman Email)

- Faauu Manu, Director of Enrollment, Planning and Services (interviewed via zoom on March 7, 2024 and March 26, 2024)
- Lisa Lucas, Professional School Counselor (interviewed via zoom on March 11, 2024)
- Jamie Richard, InfoSecEngineer, and April Mardock, Chief Information Security Officer (interviewed jointly via zoom on March 13, 2024)
- Nadjhchanel Patterson, Y-Scholars College and Career Director (interviewed via zoom on March 19, 2024)
- Janea Proctor-Mills, McKinney-Vento District Liaison (interviewed via telephone on March 27, 2024)
- Libby Simeon, HR Senior Analyst, Labor and Employee Relations (interviewed via telephone on March 28, 2024)
- Meleana Maake, Administrative Secretary (interviewed via zoom on April 1, 2024)
- Terra McFarlin, School Counseling Program Manager, and Caleb Perkins, College and Career Readiness Executive Director (interviewed jointly via zoom on April 5, 2024)
- Gabriel Van Guse, Teacher/GFP Associate Coach (interviewed via zoom on April 15, 2024)
- Dominique Brooks, GFP Head Coach (interviewed via zoom on April 16, 2024)³
- Joseph Powell, ATS High School Principal (interviewed in person on April 22, 2024 and 24, 2024)
- Denise Williams-Saunders, Labor and Employee Relations Manager (interviewed via telephone on April 23, 2024)
- Jeffrey Fahselt, Teacher (interviewed via zoom on May 1, 2024)
- Bernie Lenoue, School Counselor (interviewed via zoom on May 3, 2024)
- Marivel Cavazos, Coordinated School Health Office Specialist III (interviewed via zoom on May 23, 2024)

Additionally, the undersigned investigator reviewed the following categories of documents and written information:

- Large volume of emails between various SPS employees and various attached documents
- MOU between SPS and KCBGC related to GFP program
- GFP website, promotional video, and written promotional materials
- Online information regarding GFP games and competitions
- GFP Handbook
- Enrollment and McKinney-Vento Information on GFP program students
- Gabriel Van Guse Leave Information
- ATS High School Master Schedule 2023-24
- Photos and posts from Facebook page of Dominique Brooks
- Cimmaron High School Rent-A-Gym website photos
- Former SPS employee Marquesha Brooks address information

³ Mr. Brooks participated in an interview for approximately one hour on the morning of April 16, 2024, after which time he stated he had another call to take. However, he stated he could rejoin the zoom interview at noon that day. Mr. Brooks did not rejoin zoom that day as he represented and did not respond to a subsequent email requesting that the interview be completed. Exhibit 2 (04/16/2024 email to Brooks).

- Derryll Hennings address information based on SPS records
- Various SPS policies and procedures
- Collective Bargaining Agreement (“CBA”) between SPS and Seattle Education Association Certificated Non-Supervisory Employees, 2022-2025

The above outlines broad categories of documents, which are contained in the voluminous investigation file on this matter. Specific significant documents relied upon by the undersigned investigator for the findings of fact discussed below are identified as exhibits and are attached to this report.

III. Findings of Fact Based Upon Interviews and Evidence

The following summarizes relevant facts that the undersigned investigator determined based upon the interviews conducted and evidence reviewed. To the extent that facts were disputed, the preponderance of the evidence standard (*i.e.*, more probably true than not) was utilized to make a determination.

A. Formation of GFP as a Partner Program Explicitly Tied to ATS High School

GFP is a boys’ basketball program that students at ATS High School have participated in through an arrangement with KCBGC. The GFP program did not exist at ATS until the 2023-24 school year. Dr. Powell had known Mr. Brooks for several years prior to formation of the program from his own son’s participation in a basketball exposure camp that Mr. Brooks had led. Mr. Brooks and Dr. Powell had been discussing the possibility of beginning this type of program for a significant period of time prior to engaging in more serious discussions that culminated in its formal creation. Dr. Powell believed the program would bring a great deal of opportunity to ATS High School students, and he wished to use the program as a way to bring students at the school together and create a sense of school spirit.

A meeting occurred prior to the beginning of the 2023-24 school year at which Mr. Brooks and other staff from the KCBGC visited ATS High School and met with Dr. Powell and other ATS staff. After some details of the program were discussed and negotiated, an MOU⁴ governing the program was executed in August of 2023. The following are some of the significant provisions of the MOU:

- The MOU was signed by Dr. Powell on August 11, 2023, and it identifies him as the “Department or School Lead” and “Lead Point-of-Contact” for the program on behalf of SPS. The MOU identifies Mr. Brooks as the corresponding “Point-of-Contact” for KCBGC.⁵
- As a collaboration between SPS and the KCBGC, the MOU reflects GFP was intended to support academic learning and high quality instruction and learning experiences.
- In the MOU, SPS agreed to allow GFP staff (*i.e.*, Mr. Brooks) to work on site at ATS High School and to use necessary equipment.
- The MOU reflects that the GFP leadership team intended to attend weekly faculty meetings and to schedule weekly meetings with Dr. Powell.

⁴ Exhibit 3 (Memorandum of Understanding).

⁵ KCBGC President & CEO Laurie Black and SPS Director of Accounting Amy Fleming also signed the MOU on behalf of their organizations on August 10, 2023 and August 18, 2023 respectively.

- GFP promised to hire “a part time academic advisor to support the youth and faculty of the school with the expectation that all youth graduate on time.”
- GFP agreed “that all its officials, agents, employees, or volunteers providing services to District students under this MOU will comply with District policies, procedures, and guidelines . . .”

Students in the GFP program would receive coaching from Head Coach Mr. Brooks, as well as Associate Coach Mr. Van Guse. Mr. Brooks is an employee of KCBGC and is not a current SPS employee. In contrast, Mr. Van Guse is employed as a teacher at ATS High School. Mr. Van Guse began working at ATS High School at the beginning of the 2023-24 school year after previously working at Tacoma Public Schools. Mr. Van Guse received a stipend from KCBGC for his work in the GFP program.⁶

At the beginning of the 2023-24 school year, GFP student players had practice during personal fitness/physical education classes that took place during first and fifth periods of the school day. Because ATS High School does not have its own gymnasium, these classes took place at a community center located next door to the school. Usage of the community center was permitted through a facilities use agreement between the center and SPS. Following Dr. Powell’s placement on administrative leave for this investigation, the first period personal fitness/physical education class was eliminated by Acting Principal Rene Willett. Ms. Willett explained that having students enrolled in both of these classes did not make sense. She also noted there had been complaints about non-students being present during the classes.

The GFP website and its written promotional materials repeatedly and expressly tie participation in the GFP program to attendance at ATS High School. The GFP website⁷ states:

While attending Great Futures Prep, students will attend Alan T Sugiyama (ATS) High School at South Lake. ATS High School is a choice school in the South End of Seattle with tailored academic programs. Each of the Great Futures Prep students will receive grade level, academic ability, and culturally-relevant academic support from a unique faculty and dedicated community partners. Students will be able to work alongside industry professionals to develop new skills, network, and gain valuable internship experiences. These opportunities will help students enter into careers and post-secondary education.

The website further states that each participant in the program will have the benefit of “SAT/ACT Prep provided for free from ATS High School.”

The GFP program released a promotional video featuring student athletes, KCBGC staff, as well as Dr. Powell and Mr. Van Guse.⁸ This video was linked to from the GFP website and is available to view on the KCBGC YouTube channel. The video includes the following statements by Dr. Powell indicating that the intent of the program was to provide a “pathway” to complete high school:

⁶ Mr. Van Guse stated during his interview that the stipend he received was \$1,000 per month.

⁷ Exhibit 4 (Print-out of excerpts from GFP website found at the following URL: <https://greatfuturesprep.org/>).

⁸ Exhibit 5 (GFP promotional video)

We'll be offering our young people another pathway, because the key is that if we can offer them as many different pathways and expose them to the many different possibilities, then I feel that we have done our job as educators. What's important is for us to have those different pathways, because in today's day and age in order to complete high school, you have to have had some form of pathway that you committed to while you're within school.

Dr. Powell was also featured in other GFP promotional materials, which similarly identify the program as tied to ATS High School.⁹ Dr. Powell stated in his interview that his intent was that in order to be eligible to participate in the GFP program, an individual had to be an enrolled SPS student attending ATS High School.

B. Recruitment and Enrollment of GFP Students

Although Dr. Powell was identified as the lead point person on behalf of SPS for the GFP program, he stated in his interview that he did not participate in the recruitment of players or the enrollment process. Mr. Van Guse similarly stated that he did not get involved in the recruitment or enrollment processes. Both stated that recruitment was done by Mr. Brooks, who has recruited student athletes for many years for other types of programs. Dr. Powell stated that he relied upon Mr. Brooks and the school administrative secretary, Meleana Maake, to submit whatever paperwork was necessary to the SPS enrollment office.

All students participating in the GFP program with the exception of one were recruited from outside the geographic boundaries of SPS¹⁰, and thus all but one of the students who have participated in the program have been non-residents. The GFP players' families were required to pay fees associated with the program to KCBGC. Because Mr. Brooks utilized an SPS email address, contract terms between some of the GFP players' families and KCBGC were obtained by the undersigned investigator. The total cost of the program quoted to families was \$22,000. However, students were given scholarships from KCBGC in varying amounts such that the actual amount paid by families appears to have ranged between \$5,000 and \$14,000.¹¹

During his interview, Dr. Powell stated that he was aware that the families of students participating in the GFP program would likely have to pay fees to KCBGC. However, he stated he had no idea what the specific cost to participating students was or what other terms and conditions KCBGC required of them. Dr. Powell stated that he considered the arrangement to be an entirely private one between the students' families and KCBGC. Because SPS was not a party to the arrangement, he did not involve himself in those discussions or make inquiries to KCBGC about these issues. The undersigned investigator did not uncover any evidence indicating Dr. Powell was involved in any discussions about the cost of the program for participating students.

1. GFP Players Who Were Not Enrolled as SPS Students

⁹ Exhibit 6 (GFP written promotional materials)

¹⁰ Student Isaiah Brown had previously attended Franklin High School and transferred to ATS High School effective September 6, 2023.

¹¹ Exhibit 7 (Written materials and emails referencing amounts owed by GFP player families).

Despite Dr. Powell's understanding that all GFP players had to be ATS High School students and the numerous representations reflecting this intent in the program's advertisements, in fact some students were recruited into the program without being enrolled at ATS High School or any other school in the District. Current GFP player Eesher Sarai and former GFP player Lucius Griffiths-Fox were allowed to participate in the program, yet were never enrolled as SPS students. GFP player [17] [17] previously attended Nathan Hale High School during the 2021-22 school year, but he was not registered as an SPS student during 2023-24. All three of these GFP players were recruited into the program from abroad. Sarai and [17] are from Canada, and Fox-Griffiths is from New Zealand. Dr. Powell stated he was aware of Sarai being a player, but he had believed he was an enrolled student at ATS High School. He claimed to have no knowledge of players [17] or Griffiths-Fox.

2. GFP Players Who Were International Students And Paid No Tuition to SPS

Under SPS Superintendent Procedure 3130SP, admission of international students with F-1 visas is handled by the Admissions Center. The policy provides that such students must pay tuition of \$19,000 to SPS for one academic school year (10 months) or \$9,500 for one semester. GFP players [17] [17] and [17] are or were international SPS students. Mr. [17]¹² is from Senegal and Mr. [17] is from the Democratic Republic of Congo. Mr. [17] was identified as an international student with an F-1 visa when he enrolled. However, because he also claimed McKinney-Vento status upon enrollment (see discussion in subsection 3 below), an enrollment staff member unmarked the F1 checkbox during the enrollment process. Mr. [17], on the other hand, did not indicate upon enrollment that he was an international student with an F1 visa. As a result, neither of these students paid any tuition to SPS in accordance with its policy.

In his interview, Dr. Powell stated he was aware that one or more students in the GFP program were international students from abroad. When asked whether he did anything to make certain that applicable policies were being followed, including those requiring that the Admissions Center handle the visas and that required tuition was paid, Dr. Powell stated he was not involved. He stated he assumed Mr. Brooks and the school administrative secretary, Meleana Maake, would work with the enrollment office to make certain any necessary policies and procedures were followed relating to student enrollment.

3. GFP Players Who Claimed McKinney-Vento Status Upon Enrollment

A suspiciously high number of students who were in the GFP program identified as homeless, *i.e.*, having McKinney-Vento¹³ status, upon enrollment with SPS. The following GFP students claimed this status: [17], [17], [17], [17], [17], [17], [17], and [17]. All of these students were non-residents who came to ATS High School from outside the District.

¹² Mr. [17] was identified as an international student with an F1 visa when he enrolled. However, because he also claimed McKinney-Vento status upon enrollment, an enrollment staff member unmarked the F1 checkbox.

¹³ The McKinney-Vento Education of Homeless Children and Youth Assistance Act is a federal law that ensures immediate enrollment and educational stability for homeless children and youth. The law provides federal funding for purposes of supporting District programs that serve homeless students. *See* 42 U.S.C. ch. 119 § 11301, *et. seq.*

Under SPS Policy 3141, nonresident students must apply to seek enrollment within the District by a deadline established annually. The District may decide to grant or deny an application depending upon a number of factors outlined in the policy. If an application for nonresident student enrollment is denied, a student's family can challenge the decision by appealing to the Office of Superintendent of Public Instruction as detailed in RCW 28A.225.230.

The deadline for nonresident student enrollment applications for the 2023-24 school year was August 31, 2023.¹⁴ All of the enrollment applications for the above students were submitted near or after this deadline. However, under SPS Policy 3115, when students identify as homeless and claim McKinney-Vento status, "enrollment may not be denied or delayed due to missed application deadlines . . ." A student or family claims McKinney-Vento status by completing a McKinney-Vento Program Student Housing Questionnaire during the process of applying for enrollment.

Mr. Van Guse, who was familiar with all of the GFP students and most of their families, did not know of any of them who could be considered homeless. Indeed, claiming McKinney-Vento status would be inconsistent with what is known about the GFP players' situations, given that their families were each paying a substantial fee to KCBGC in order for them to participate in GFP. Additionally, all of the GFP students' families with the exception of Isaiah Brown's were sending their students to attend SPS from outside the District.

Further, SPS records indicate that none of the GFP students who claimed McKinney-Vento status actually received any services that are available to McKinney-Vento students.¹⁵ The undersigned investigator finds that claiming McKinney-Vento status was used as a means of subverting the deadline for nonresident student enrollment. While Mr. Brooks denied being involved in enrolling students or having them claim McKinney-Vento status, records make clear he was involved in this scheme. For example, on September 6, 2023 Mr. Brooks emailed a copy of the McKinney-Vento student housing questionnaire to Jeannette Spence, parent of GFP student [17].¹⁶ In the email Mr. Brooks stated, "Due to late enrollment, we missed out of the district transfer timeline. Please see attached McKinney-Vento form. This will allow [17] to complete his enrollment in SPS."

Additionally, in their questionnaires the above students did not identify the out-of-District addresses of their families and instead gave local addresses as the locations where they were supposedly staying and where they could receive mail. The addresses given by most of the GFP students on the questionnaires were associated with Mr. Brooks, KCBGC, and/or KCBGC staff. GFP students [17], [17], and [17] each identified their living address as [22]. This address was the address given as the home address of former SPS employee Marquesha Brooks, a family member of Mr. Brooks.¹⁷ All three of these students listed their mailing address as 8601 Rainier Avenue South, Seattle, WA, 98118. This is the address of ATS High School.

¹⁴ Exhibit 9 (SPS website printout regarding nonresident enrollment deadlines)

¹⁵ Exhibit 10 (05/22/2024 Proctor-Mills email)

¹⁶ Exhibit 11 (09/06/2023 Brooks email to Jeanette Spence with attachment); *See also* Exhibit 12 (Brooks email with Myles Moore McKinney-Vento form)

¹⁷ Exhibit 13 (Screen shot of SPS address information for Marquesha Brooks); Exhibit 14 (Brooks facebook post with photo identifying Marquesha Brooks as a family member).

GFP student [17] gave the living address [22]. This address is listed in PowerSchool as the address of Daryll Hennings, Senior Athletic Director of KCBGC.¹⁸ GFP students [17] and [17] both listed 4520 Martin Luther King, Jr. Way, Seattle, WA 98108 as their living and mailing address. This is the address of the Rainer Vista Boys & Girls Club.

Several of the above students' questionnaires were sent into the enrollment office by Meleana Maake, Dr. Powell's administrative secretary.¹⁹ In her interview, Ms. Maake stated that Dr. Powell told her to provide the questionnaires for the students to complete, although he did not give any direction about how they should be filled out.

Dr. Powell denied this assertion and claimed that Ms. Maake should not be believed. Dr. Powell suggested Ms. Maake was biased or otherwise trying to undermine him. As support for this, he cited to her friendship with a woman named Katisha Jones, who works for Community Passageways, a nonprofit organization involved in creating alternatives to youth incarceration that has partnered with SPS. Dr. Powell explained that Ms. Jones and others at Community Passageways likely heard rumors about him due to a conflict he had with Yolanda McGhee, who holds a position at King County in which she is in charge of certain grant funding ATS High School had received. Mr. Powell described a significant conflict between himself and Ms. McGhee in which she threatened to revoke grant funding because of decisions by Dr. Powell she did not agree with.

The undersigned investigator found Ms. Maake to be a credible witness. Dr. Powell's explanation for why she would be biased against him was not coherent. There is no evidence she was in any way personally involved in the conflict Dr. Powell reportedly had with Ms. McGhee. Therefore, the undersigned investigator finds that Ms. Maake's statement that Dr. Powell directed that she provide the McKinney-Vento information to students was true.

B. Efforts to Reclassify GFP Students' Grade Levels and/or Delay Their Graduation

In addition to the complaint about Mr. Brooks falsifying an email, which is discussed in more detail below, another issue raised in Ms. Byeman's complaint was her observation that there was an effort at ATS High School to "reclassify" the grade levels and/or delay graduation dates of students in the GFP program. The purpose of reclassification would be to permit GFP students to have a fifth year of high school, so that they could spend an extra year as GFP players to garner attention from colleges or other sports organizations that might seek to recruit them. Ms. Byeman's complaint describes this issue being raised recurrently and feeling as though she were discouraged from seeking guidance from the District about whether the practice was permissible.

In October of 2023, Mr. Van Guse had an email exchange with Ms. Byeman requesting that paperwork be submitted for seniors [17], [17], [17], and [17] to reflect that they are reclassified from seniors to juniors.²⁰ Additionally, Mr. Powell's administrative assistant Meleana Maake changed the grade level of at least one student in the system at the request of Mr. Brooks sometime in the fall of 2023. Ms. Maake claimed that she believed Mr. Brooks had

¹⁸ Exhibit 15 (03/26/2024 Email from Abby Lin, forwarded by HyeSu Han)

¹⁹ Exhibit 8 (Investigation Project Spreadsheet Prepared by Enrollment Staff)

²⁰ Exhibit 16 (October 2023 emails).

gotten approval from Dr. Powell for this change. Dr. Powell denied ever giving such an approval and reported being surprised when he learned about it from Ms. Byeman. When Ms. Byeman discovered this issue, the student's grade level was reportedly changed back.

Dr. Powell stated in his interview that reclassifying the grade level of GFP students was raised by Mr. Brooks and Mr. Van Guse, but that he did not believe it was appropriate. He stated he made this clear at a Building Leadership Team ("BLT") meeting that occurred prior to his being placed on administrative leave. Minutes from a November 8, 2023 BLT meeting include the following notation:

2. Great Futures Plan for Re-classifying 2024-GF, Karen, etc.

Next year Great Futures will have seniors over the credit limit, but they want to stay in the GF program as seniors. This is new ground for ATS, since GF is under AAU jurisdiction. The 3 seniors in question should graduate in 2024, and not return, so we can be in compliance with SPS, etc. The GF Program is aware of this situation.

Moving forward, we will make this situation transparent to potential GF students and their parents.

Note – Re-classifying refers to seniors returning for a "5th Year" after graduation, in order to play sports. Student athletes want this 5th Year to enhance their recruiting options, get more playing experience, recover from an injury, etc.²¹

Dr. Powell stated it was his understanding that all students were on track to graduate on time. He stated he did not believe that students would be able to drop courses or choose not to graduate within the normal four-year timeframe without the issue coming to his attention. Dr. Powell stated that one frequent topic at BLT meetings was students of concern, which he stated would include any student who was not graduating on time.

However, academic records and an interview with the current counselor at ATS High School revealed that several of the GFP players will not be graduating this year. An analysis of academic records of the current GFP players who are seniors indicated that several are missing pathway requirements needed to graduate.²² According to current AHS counselor Bernie Lenoue, GFP senior students [17], [17], and [17] will not be graduating this year due to not having completed required core/pathway classes. Mr. Lenoue explained that some of these students, for example [17], were not taking a full academic courseload during the 2023-24 school year as a result of taking personal fitness/physical education for both first and fifth periods in connection with GFP.²³ Had they devoted only one period to personal fitness/physical education from the beginning of the year, they would have been able to devote the other period to the academic requirements they are missing. Thus, while students ultimately were not "reclassified" in terms of their grade level, at least some GFP seniors' failure to graduate timely this year can be tied to their participation in the

²¹ Exhibit 17 (11/08/2023 BLT meeting minutes)

²² Exhibit 18 (Materials Regarding GFP Graduation Progress)

²³ As stated previously, the first period physical education class was eliminated after Rene Willett assumed her position as Acting Principal at ATS High School following Dr. Powell's placement on administrative leave.

GFP program. Mr. Van Guse also confirmed he believed Mr. Brooks had created schedules for some of the GFP players that would result in their high school graduation date being delayed.

C. Karen Byeman Complaint of Email Falsification by Mr. Brooks

Ms. Byeman resigned from her position at ATS High School, reportedly due to feeling uncomfortable with the irregularities in the GFP program discussed above, which she felt pressured to go along with. After giving notice, on November 27, 2023 she sent an email to all staff at ATS High School stating her last day there would be December 6, 2023. Mr. Brooks replied to the email on November 28, 2023 wishing Ms. Byeman well.²⁴ Thereafter, Ms. Byeman continued working as a counselor for SPS at other locations, but she no longer worked at ATS High School.

Ms. Byeman's complaint was precipitated by her subsequent receipt of an email on January 17, 2024 from an individual named Nick Livi.²⁵ Mr. Livi stated in the email that he was an "in-state advocate/host family for current student-athlete [17] who is attending Alan T. Sugiyama School (Great Futures Prep)." Mr. Livi explained that there had been a problem with [17] visa to allow his reentry into the United States. As part of the email message to Ms. Byeman, Mr. Livi had also forwarded a December 19, 2023 email he had received from Mr. Brooks in which Mr. Brooks directed him to contact Ms. Byeman about the visa issue. It was also evident from the body of Mr. Livi's email message to Ms. Byeman that Mr. Brooks had forwarded to Mr. Livi a December 19, 2023 email that appeared to have been written by Ms. Byeman, but which was not. On closer inspection, the December 19th email Mr. Brooks sent to Mr. Livi that was purportedly written by Ms. Byeman was a modified version of her resignation email and follow-up email exchange with Mr. Brooks from November 2023, several weeks earlier. Certain details of the resignation email were modified, such as the date and inclusion of information about an individual named [17] who "will join us mid-year" and the fact that his visa application had been "sent Friday December 15th" to a specific address. As discussed previously, [17] was a GFP player, but he was never enrolled as a student at ATS High School or anywhere else within SPS.

SPS Information Technology staff completed a search and verified that there never was any such email sent by Ms. Byeman to Mr. Brooks on December 19, 2023. In other words, Mr. Brooks doctored Ms. Byeman's resignation email to include false information and then forwarded it to Mr. Livi. Mr. Brooks' motivations or reasons for doing so could not be verified by the undersigned investigator due to Mr. Brooks cutting his interview short and not responding to a request to complete it.

D. Additional Documents Falsified by Mr. Brooks

During the course of this investigation, the undersigned investigator had email searches performed on Mr. Brooks' SPS email address. Reviewing emails from those searches showed Mr. Brooks also falsified other documents.

Contained within Mr. Brooks' emails were documents he frequently completed labeled, "Enrollment Verification," which referenced individual GFP students. The "Enrollment Verification" documents were written on letterhead for GFP and KCBGC and informed a recipient that the particular referenced

²⁴ Exhibit 19 (November 2023 Byeman emails)

²⁵ Exhibit 20 (Byeman emails with Nick Livi)

student was enrolled in the GFP program at ATS high school and made other representations about the program's and the school's accreditations by various organizations and government entities. Some of these verifications were sent under Ms. Byeman's name, closing with "Sincerely, Karen Byeman."²⁶ Similarly, Mr. Brooks created correspondence to students and families making representations about "the general requirements needed to graduate from Great Futures Preparatory, receive a Seattle Public Schools High School diploma, and achieve your educational goal!"²⁷ Much of this correspondence to students and families was similarly sent under Ms. Byeman's name. Ms. Byeman confirmed she had nothing to do with creating any of these documents and had never seen them before.

Still other falsified documents were located within Mr. Brooks' emails relating to an effort to secure a \$14,000 payment to KCBGC from the parent of international student and GFP player [17]. [17]. Email correspondence between Mr. Brooks and [17] father, Patrick [17], indicates that Mr. [17] was attempting to send a payment for GFP tuition and fees using a Canadian Registered Education Savings Plan (RESP).²⁸ According to a website for the Government of Canada, a RESP "is a long-term savings plan to help people save for a child's education after high school, including trade schools, CEGEPs, colleges, universities, and apprenticeship programs."²⁹ In order to secure a payment to KCBGC from Mr. [17] RESP, it was necessary to establish that GFP qualified as a post-high school educational institution that could properly receive RESP funds. Mr. Brooks therefore completed a request form that was sent to iA Financial Group, the financial institution at which Mr. [17] maintained the RESP account. In the request forms signed by Mr. Brooks he represented to the financial institution that he was a "school registrar" and that GFP was a "Private Trade or Career College."³⁰ Mr. Brooks completed the form several times and made numerous attempts to secure this payment, but it appears the financial institution rejected the form in each instance and no payment was ever actually sent or received. Because no payment from his family could ultimately be secured, [17] was kicked out of the GFP program in December of 2023.³¹ Significantly, in his correspondence with Mr. [17] Mr. Brooks stated that he would "hold Prosper [sic] spot on the team and at the school" on condition that payment was received, improperly suggesting that he had the authority to remove [17] [17] not merely from the GFP program but from being enrolled as a student at ATS High School.

²⁶ Exhibit 21 ("Enrollment Verification" documents falsely written under Ms. Byeman's name). Additional "Enrollment Verification" documents were also written for some students under the name Stephanie Velez. Exhibit 22 ("Enrollment Verification" documents purportedly written by Velez). There is no known SPS employee named Stephanie Velez. The undersigned investigator was unable to determine whether Ms. Velez is employed by KCBGC or the name is simply made up.

²⁷ Exhibit 23 (Correspondence regarding graduation requirement falsely written under Ms. Byeman's name). Mr. Brooks also sent one similar item of correspondence to a prospective player under the name Victor J. Jones. Exhibit 24 (Victor J. Jones correspondence to Jordan Sampson). There is no employee at ATS High School named Victor J. Jones. It is unknown whether a person with this name is employed by KCBGC or the name is simply made up.

²⁸ Exhibit 25 (Email correspondence between Mr. Brooks and Patrick [17] regarding RESP form)

²⁹ <https://www.canada.ca/en/services/benefits/education/education-savings.html>

³⁰ Exhibit 26 (RESP instruction guide and forms signed by Mr. Brooks)

³¹ Exhibit 27 (12/27/2023 email from Mr. Brooks to Patrick [17])

E. Mr. Van Guse's Inappropriate Use of Sick Leave and Failure to Attend or Make up October 13, 2023 TRI Day

Concerns were raised by SPS with the undersigned investigator about Mr. Van Guse's use of sick leave related to work days he spent at out-of-state GFP competitions, as well as his failure to attend a mandatory TRI day on October 13, 2023. A basketball competition in Arizona in which GFP was participating was scheduled to occur between December 5-8, 2023. In anticipation of this trip, on December 1, 2023 Mr. Van Guse wrote an email to SPS Labor & Employee Relations Manager Denise Williams-Saunders, making the following inquiry:

I am a teacher at ATS HS and the Associate Head Coach of the Great Futures Prep Basketball Program under Dr. Powell. I will be taking our GFP team to Arizona for a non-school sponsored field trip (that has been pre-approved by Dr. Powell and all ATS teachers are aware of). My simple question is, how can I best submit for class coverage without using my own personal days? Thank you in advance for your attention in this matter.³²

In response, Ms. Williams-Saunders advised, "If you are taking time off to attend an event that is not school sponsored, although the time off you've requested has been approved, it would appear that you would need to use your personal leave and request a substitute for coverage, unless your school has some other substitute coverage process in place."

Despite Ms. Williams-Saunders's advice, leave records reflect that on each day between December 4, 2023 and December 8, 2023, Mr. Van Guse entered only a half-day of leave, with the type of leave being sick leave rather than personal leave.³³ Under the applicable CBA, "[s]ick leave maybe used for absence caused by illness, injury, medical disability (including that caused by childbearing), poor health of the employee, child care to the extent required by law, or an emergency caused by family illness, where no reasonable alternative is available to the employee."

Records reflect that Ms. Maake made the sick leave entries at Mr. Van Guse's request and that Dr. Powell later approved the leave. When asked about her involvement in other employees' leave submissions, Ms. Maake stated her only role is to submit the leave requested by the employee into the system and to make certain the employee is not exceeding the amount of leave remaining in his or her leave balance. When the undersigned investigator pointed out that Mr. Van Guse was requesting sick leave rather than personal leave while on a trip for a GFP basketball competition, Ms. Maake stated she did not recall with certainty but thought Mr. Van Guse might have gotten ill before leaving.

Regardless of whether he was ill at some point during the trip, Mr. Van Guse's leave was submitted for a pre-planned trip to Arizona that was unrelated to any health issue. Further, when asked why he submitted sick leave rather than personal leave for the Arizona trip, Mr. Van Guse did not state that he was ill during the trip. Rather, he stated that he did so out of "habit," citing to another occasion when he had taken sick leave due to having a sick child. Mr. Van Guse stated that he took only a half day of leave on each of the days in question, because substitute coverage was only needed for a half

³² Exhibit 28 (12/01/2023 email exchange between Mr. Van Guse and Ms. Williams-Saunders)

³³ Exhibit 29 (Van Guse Leave Spreadsheet). In this spreadsheet, in the column for absence type, 1104 is the code for sick leave.

day based on his class schedule. He explained this was so, because one of the courses he taught was online, and all of the students attending that course were GFP students and on the trip to Arizona with him.

The undersigned investigator does not find Mr. Van Guse's excuses for entering half days of sick leave between December 4-8, 2023 credible. Mr. Van Guse's pre-planned absences for a basketball competition in Arizona at which GFP was participating did not qualify for sick leave. The fact that Mr. Van Guse sent Ms. Williams-Saunders an email in advance of the trip to Arizona asking whether he would need to use "personal days" shows he was mindful of what type of leave he would be required to use and that his use of sick leave was not simply an innocent mistake.³⁴ And regardless of how many substitute hours may have been required to cover for Mr. Van Guse's absences, he was absent for the entire work day. Therefore, full days of personal leave should have been submitted.

Mr. Van Guse stated that Dr. Powell was aware he was travelling to Arizona for the basketball competition. Ms. Maake, who entered the leave at Mr. Van Guse's request, also stated that Dr. Powell indicated it was acceptable to submit half-days of leave. SPS records reflect that Dr. Powell approved Mr. Van Guse's submissions of half-days of sick leave for the above dates.³⁵ The undersigned investigator finds that Dr. Powell was aware of the reasons for Mr. Van Guse's leave and improperly approved it.

Additionally, Mr. Van Guse did not attend the mandatory in-person District TRI day on October 13, 2023. A bulletin issued by SPS indicated that this was one of two District-directed TRI days for professional development.³⁶ The applicable CBA contains the following provision allowing for absences from these days:

5. Staff may substitute an alternative contractual activity if they are unable to attend activities during the scheduled days(s)/hours because of illness or personal emergency or if previous experience in the topic or alternative instructional needs suggest a better use for the contractual hours. A request to substitute because of prior experience or alternative instructional needs requires prior approval by the supervisor. These requests will not be unreasonably denied. Substitutions because of illness or personal emergency will be developed and approved by the supervisor on the return of the individual. Absence from professional development or site decision activities on contractual day, waiver or early release days will be charged to paid or unpaid leaves as appropriate, unless an alternative is agreed to between the individual and principal/supervisor. Any alternative must be consistent with the original purpose of the days.

³⁴ Payroll records reflect that Mr. Van Guse's personal leave balance at the time was 32 hours, whereas his sick leave balance was well in excess of 100 hours. Exhibit 30 (Van Guse Pay Statements with Leave Balances, November 2023 – February 2023)

³⁵ Exhibit 29 (Van Guse leave spreadsheet).

³⁶ Exhibit 31 (TRI day clarification bulletin)

Thus, the CBA only permitted absences when related to illness or personal emergencies, and any alternative or make-up for a missed TRI day required approval by the principal and would need to be consistent with the purpose of the particular professional development that day.

On October 19, 2023, at Dr. Powell's request Mr. Van Guse sent Dr. Powell and Human Resources an email providing a reason why he had been absent from the October 13th TRI day.³⁷ The reason Mr. Van Guse gave in this email was "PERSONAL [PROFESSIONAL OBLIGATIONS] [sic]." Mr. Van Guse was then contacted by Labor Relations on October 30, 2023 and informed that he would have 8 hours of pay deducted for his non-attendance at the October 13th TRI day, because the reason he had given was not due to illness or an emergency.³⁸ The next day, Mr. Van Guse replied to the email and copied Dr. Powell. In his reply, he stated he should not have his pay deducted based on the representation that "[i]t was a family situation. I simply did not input it because I was not directed I needed to." He further offered, "If it resolves the issue (and I am not docked pay), I will submit a Family Leave absence." After being contacted by Dr. Powell, HR Senior Analyst Libby Simeon wrote Mr. Van Guse an email on November 6, 2023 stating, "Principal Powell has explained to HR that you will be allowed to make up the TRI day(s). Please note that there will be no deduction in pay."

Staff at ATS High School were scheduled to have trauma informed de-escalation training on the October 13th TRI day.³⁹ The training was given virtually online, but staff were required to watch the training in person at the school. The undersigned investigator was aware that the GFP basketball team had participated in a pre-season competition known as "The Border League." This competition took place between October 13-15, 2024 at Cimarron Memorial High School in Las Vegas, Nevada.⁴⁰

When asked by the undersigned investigator what his conflict with the October 13th TRI day had been, Mr. Van Guse stated he recalled having a conflict but that he could not remember what it was. The undersigned investigator did not find this answer by Mr. Van Guse to be credible, both due to his defensive demeanor when responding and given that the week prior to this TRI day he had multiple emails with his colleague, teacher Jeffrey Fahselt, expressing concern about having the conflict.⁴¹ When asked by the undersigned investigator about what trips he took for out-of-state competitions or games with GFP, Mr. Van Guse stated he only went to the Arizona event discussed above. He also specifically denied going to Las Vegas with the team.

The undersigned investigator located an October 15, 2023 post by Mr. Brooks on his personal facebook page featuring photos of the GFP team in Las Vegas at Cimarron Memorial High School for the "Border League" competition.⁴² Contrary to Mr. Van Guse's statements in his interview, one of the photos in Mr. Brooks' facebook post shows that he was, in fact, present with the team in Las Vegas. Additionally, it was clear from emails that Mr. Van Guse had discussed the reasons for his absence from the TRI day with Mr. Fahselt. Mr. Fahselt confirmed to the undersigned investigator

³⁷ Exhibit 32 (October 2023 emails between Dr. Powell and Mr. Van Guse)

³⁸ Exhibit 33 (Oct. – Nov. 2023 email exchange between Van Guse and Labor Relations)

³⁹ Exhibit 34 (06/15/2023 TRI Day Trauma Informed De-escalation Training email)

⁴⁰ Exhibit 35 (2023 Border League Competition Schedule and Information)

⁴¹ Exhibit 36 (Van Guse emails with Jeffrey Fahselt regarding TRI day conflict)

⁴² Exhibit 37 (10/15/2023 Brooks facebook post and photos); *See also* Exhibit 38 (Photo of Cimarron Memorial High School Gymnasium taken from facilitron facilities rental website at the following URL:

<https://facilities.facilitron.com/63abeaad2843f0045bb24db>)

that Mr. Van Guse's conflict with the October 13th TRI day was an out-of-town basketball competition.

In his interview, Dr. Powell stated his understanding from Mr. Van Guse about his conflict with the October 13th TRI day was that Mr. Van Guse had a pre-planned family vacation that had been arranged prior to accepting his position with SPS. Dr. Powell stated he did not think Mr. Van Guse should be penalized for this. Dr. Powell denied having any awareness that Mr. Van Guse might have been attending a basketball competition with the GFP team. Given Mr. Van Guse claimed not to remember what his conflict with the October 13th TRI day was, there was no evidence contradicting this assertion.

Undersigned counsel also asked Mr. Van Guse if he had made up the TRI day and, if so, what he had to do as make up training. Mr. Van Guse stated that he had made up the TRI day, but he could not provide any details about the specific arrangements made. When pressed, he indicated the make-up work involved watching a video, but he could not provide any information about the video he supposedly watched. He claimed to have emailed with someone in Labor Relations to set up the make-up work, but he could not provide a specific name of anyone he corresponded with. Again, the undersigned investigator did not find these statements by Mr. Van Guse to be credible based upon his defensive demeanor when answering the questions and his inability to give any level of detail. The undersigned investigator confirmed with Libby Simeon, the Labor Relations Employee Mr. Van Guse had corresponded with by email about the issue, that she did not approve any make-up training. Her email reflects that she quoted the CBA language indicating that alternatives must be "agreed to between the individual and principal/supervisor."⁴³

As discussed above, the CBA required any alternative to an employee personally attending TRI days had to be agreed to between the principal and the employee and "consistent with the original purpose of the days." When asked how Mr. Van Guse was to make up the missed October 13th TRI day, Dr. Powell stated it was his understanding from speaking with Denise Williams-Saunders that Mr. Van Guse should follow up with Human Resources to make arrangements. Ms. Williams Saunders denied giving any such instructions and pointed out that the CBA places the responsibility on the employee and the principal.

The undersigned investigator spoke with Marivel Cazavos, Office Specialist III Coordinated School Health, who explained that that other individuals who needed to make up the trauma informed de-escalation training given on October 13th had to come into the District's central office at the John Stanford Center for Educational Excellence on a weekend. This is the only known way of making up this particular training in a way that would have been consistent with the training received by those who attended on October 13th. Ms. Cazavos consulted records of which employees made up this training and verified that Mr. Van Guse had never done so.

Based on the above, the undersigned investigator finds Dr. Powell and Mr. Van Guse never agreed on any specific make-up plan and, contrary to Mr. Van Guse's statements, he never did any type of work to make up the TRI day. This is also clear from an email exchange Mr. Van Guse had with his

⁴³ Exhibit 33 (Oct.-Nov. 2023 email exchange between Van Guse and Labor Relations)

colleague, Mr. Fahselt, on November 7, 2023.⁴⁴ In that exchange, Mr. Van Guse inquired, “Before I ask Dr. Powell, can you clarify your understanding of how or what I must do to make up my TRI Day hours? (Or do you think I should simply wait to be notified since the training was so highly engaging and beneficial)? Ha. Thx!” Mr. Fahselt responded he did not know, but suggested Mr. Van Guse “[w]ait and see what they say. Hopefully, they’ll forget!” In response to this suggestion, Mr. Van Guse stated, “Thank you!”

IV. Discussion of Misconduct and Violations of SPS Policies and Procedures

Below is a discussion of specific SPS policies and procedures implicated by the conduct of Mr. Brooks and Mr. Van Guse discussed above. As previously noted, Mr. Brooks is not an SPS employee and therefore not subject to discipline by SPS. However, because the MOU expressly provided that GFP staff would follow SPS policies and procedures, the discussion below analyzes Mr. Brooks’ conduct in light of applicable policies and procedures.

A. Discussion of Mr. Brooks’ Conduct and Related Findings

Based on the above facts, the undersigned investigator finds Mr. Brooks falsified numerous documents in order to further his own interest to expand the GFP program. These falsified documents include his email to Mr. Livi and multiple other items of correspondence written under Ms. Byeman’s name, which she never saw or authorized. They also include documents sent to a Canadian financial institution in order to secure a payment from a GFP student’s family. Additionally, Mr. Brooks falsely represented to the parent of [17] that he had the authority not merely to remove the student from the GFP program due to non-payment of fees to KCBGC, but also to disenroll the student from ATS High School.

It is also clear that Mr. Brooks requested that GFP players’ families submit falsified documents stating that GFP student-athletes were homeless and qualified for McKinney-Vento status. The motivation for doing so was to circumvent SPS’s August 31, 2023 enrollment deadline for non-resident students.

SPS Policy 5006 prohibits District certificated employees from engaging in “[m]isrepresentation or falsification in the course of professional practice (i.e., any falsification or deliberate misrepresentation, including omission, of a material fact by an education practitioner . . .).” It similarly prohibits classified staff from “[p]roviding false information to the District (i.e., timesheets, application materials, formal investigations)” and from engaging in the “[d]isregard or abandonment of generally recognized professional standards when (i) assessing; treating, instructing or supervising students . . .” SPS Policy 3127 further requires that staff be diligent in ensuring that accurate enrollment records are kept, because they affect state financial reimbursement to the District. If Mr. Brooks were an SPS employee, his conduct would constitute violations of all the above provisions.

Mr. Brooks was also behind the effort for GFP students to have their grade levels reclassified and/or to delay their graduation from high school. This plan did not conform to the stated expectation in the MOU that students who participated in GFP would graduate on time.

⁴⁴ Exhibit 33 (11/07/2023 email exchange between Van Guse and Fahselt).

B. Discussion of Mr. Van Guse's Conduct and Related Policies and Procedures

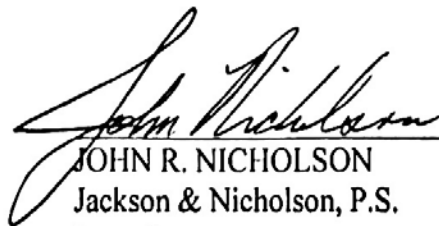
Based on the facts discussed above, Mr. Van Guse misused leave by submitting sick leave instead of personal leave for the time he spent in Arizona for a competition that GFP participated in during December 2023. This violates Article VI, Section A of the applicable CBA, which only permits sick leave to be used for illness, injury, medical disability, poor health, child care needs to the extent required by law, or an emergency caused by family illness. Additionally, full days rather than half days of leave should have been taken for the days in question. Under the CBA, leave is required to be taken when an employee is absent from the workplace during regular work hours. Regardless of how many hours of substitute coverage were required, Mr. Van Guse was absent from work and therefore required to take leave. While Dr. Powell was aware of the reason for Mr. Van Guse's leave and approved it anyway, this improper approval does not render Mr. Van Guse's leave submissions appropriate.

The undersigned investigator also finds Mr. Van Guse's failure to attend the October 13th TRI day was improper. Emails from October 2023 reflect Mr. Van Guse gave different statements to SPS staff about the reasons for his absence, changing from supposed professional obligations to a family situation. Other evidence made clear that, in fact, Mr. Van Guse was absent from the TRI day due to attending the "Border League" competition in Las Vegas with GFP. Mr. Van Guse's claim that he never went to Las Vegas with GFP was clearly false. Since the only permissible reasons for missing the TRI day were health issues or other emergencies, missing this required day for a non-school sponsored basketball tournament violated Article II, Section B of the applicable CBA. Mr. Van Guse never made up the TRI day, and his claim during the interview that he did was also false. This, too, violates the same part of the CBA, which indicates that employees must make up any missed TRI days in a manner consistent with the training given that day. In this case, Mr. Van Guse would have been required to take trauma informed de-escalation training on a weekend, which he never did. Making matters worse, Mr. Van Guse never submitted any type of leave for October 13th and was therefore fully compensated by SPS as if he had worked that day.

V. Conclusion

This concludes my investigation into the above matters. Should SPS require any additional information, please do not hesitate to contact me.

DATED this 13th day of June, 2024.


JOHN R. NICHOLSON
Jackson & Nicholson, P.S.
Investigator