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UNIVERSITY OF KANSAS INFRACTIONS REPORT

by the NCAA Committee on Infractions

MISSION, KANSAS--This report is organized as follows:

I. Introduction.

II. Violations of NCAA legislation, as determined by committee.

III. Committee on Infractions penalties.

I. Introduction.

In October 1986, a confidential informant telephoned an NCAA special investigator and arranged a meeting during which the informant reported possible violations of NCAA legislation in the recruitment of a highly visible transfer student-athlete by the University of Kansas. In November 1986, a member of the NCAA enforcement staff met with the then associate director of athletics at the University of Kansas to inquire whether this same prospect ever enrolled or attended classes at the university. This inquiry was made in order to determine the student-athlete's eligibility at another institution. When the associate director of athletics discussed this inquiry with the then men's head basketball coach, the head coach, for the first time, reported his involvement in the violation described in Part II-E of this report to the university's associate director of athletics. In a letter dated December 11, 1986, the university reported this violation to the NCAA and to the Big Eight Conference.

The enforcement staff interviewed the young man who was involved in this violation on January 7, 1987, and other possible violations of NCAA legislation in addition to those reported by the original informant and the university's then men's head basketball coach were reported. On May 28, 1987, the NCAA enforcement staff sent a letter of preliminary inquiry to the university. A letter of official inquiry followed on June 17, 1988, and on September 2, 1988, the university filed its response to the NCAA's inquiry. The Committee on Infractions met with university representatives, the former men's head basketball coach and two former men's assistant basketball coaches on September 30, 1988, to consider the university's response to the alleged violations. [Page 2] Following this hearing, the Committee on Infractions deliberated in private and found that former members of the men's basketball coaching staff and representatives of the university's athletics interests who were closely affiliated with the men's basketball program had violated NCAA legislation. These violations included the provision of improper recruiting inducements totaling at least \$1,244 to the above-mentioned young man. During the period when these violations occurred, the prospect was eligible for recruitment as a transfer student but could not sign a National Letter of Intent.

As described more fully in Part II of this report, these inducements included: (a) improper recruiting contacts by a representative of the university's athletics interests, who also provided a \$183 one-way airline ticket for the young man to travel from his home to Lawrence, Kansas, in order to work during the summer and a loan of \$350 to the young man's family; (b) the provision of clothes purchased for \$231 by another athletics representative; (c) the payment of at least \$297.12 by yet another representative to the young man for work not actually performed, and (d) \$366 cash from the then men's head basketball coach for the young man to purchase a round-trip airline ticket in order to travel home to visit his grandmother who was ill, and the provision of improper automobile transportation by a then men's assistant basketball coach for the prospect in connection with this trip.

The committee made additional findings of improper recruiting inducements, contacts and transportation related to the recruitment of this prospective transfer student-athlete, as well as one finding of improper entertainment for a different prospective student-athlete.

Of equal importance to the findings of specific violations of NCAA legislation is the university's disturbing failure to exercise appropriate institutional control over the men's intercollegiate basketball program. The university appeared before the committee in 1983 in connection with violations in its intercollegiate football program and has had subsequent communications with the committee regarding the university's athletics administration. Although the university argued that it adopted procedures to ensure that all of its athletics programs comply with the terms of NCAA legislation, the violations found in this case indicate that these procedures were not implemented in the men's basketball program in a manner that accomplished this result.

Violations concerning local transportation between the Kansas City airport and Lawrence, which had been committed in a previous case heard by the committee, are repeated in this case (as described in Parts II-E and II-K-1) with no evidence that the athletics administration has taken steps to prevent them. Other actions known by assistant coaches and the head coach to be violations were not reported to appropriate members of the university's administration, even when there were apparent mitigating circumstances to explain the violations. Funds were deducted from a student-athlete's grant-in-aid by the institution to pay a debt owed to a private travel agency. The unauthorized provision of airline tickets to a student-athlete, which resulted in extra benefits to the young man, were not promptly reported to a superior or to the NCAA when discovered by an [Page 3] athletics department staff member. In summary, these actions demonstrated that the compliance program established by the university after its 1983 case had not, in fact, resulted in the establishment of institutional control over its basketball program.

Very troubling was the casual administration of a summer jobs program by the university. A representative of the university's athletics interests who had offices in the athletics complex purchased substantial amounts of clothing for a prospective student-athlete before the young man began to work for him. In another instance, prospective student-athletes were hired by a representative of the university's athletics interests and supervised by an assistant basketball coach who transported the players to the job site. No time sheets were kept for the prospects; payments were made for work not performed, and the checks were distributed at the basketball office. A former men's basketball team member, who also was a representative of the university's athletics interests, was allowed to mix freely with student-athletes and prospects at meals,

meetings and during official visits in such a manner as to almost certainly become engaged in violations of NCAA regulations.

The committee also was troubled by statements by the university in its official response to the NCAA's letter of official inquiry and during the hearing before the committee that clear and admitted violations of NCAA regulations somehow should not be considered violations. Such statements diminished the committee's sense of confidence that the university was prepared to take institutional action to discipline individuals for whom it was responsible and who were involved in NCAA violations. While much has been done to prevent violations since the committee last reviewed the university's athletics program in 1983, much remains to be done to ensure that members of the athletics staff put into effect in day-to-day practice the policies enunciated so persuasively by the chancellor. Fuller, more detailed, more determined educational and monitoring programs are needed.

The Committee on Infractions determined that the violations set forth in Part II of this report constitute a "major" infractions case. Although the transfer student-athlete involved in most of the recruiting violations did not attend the University of Kansas, violations of NCAA legislation are not made less serious by the fact that a prospect does not attend a university after receiving improper inducements. Because these violations occurred after September 1, 1985, and because this is the second major infractions case involving the institution within a five-year period, the university normally would be exposed to very severe penalties applicable to member institutions found guilty of repeat major violations as set forth in Section 7-(f) of the Official Procedure Governing the Enforcement Program.

Under NCAA legislation establishing prescribed penalties for major violations, however, the committee also may impose lesser penalties if it determines that the case is "unique." Ordinarily, the unique circumstances that would justify relief from the Association's mandatory penalties would include factors such as: prompt detection of violations, investigating and reporting violations to the NCAA; cooperating in the processing of the case, and initiating strong corrective and disciplinary measures before [Page 4] action by the committee. The committee gives great weight to such institutional actions in deciding the extent that a case presents "unique" circumstances. Other circumstances, although not as significant as these institutional measures, also may warrant viewing a major or repeat case as "unique" for some purposes. In this regard, the committee determined that this was a "unique" case in some respects.

In making its findings in this case, the committee took into account: (a) that although the provision of improper recruiting inducements was calculated to obtain a significant recruiting advantage with a highly visible transfer student-athlete, the serious violations involved only one prospect and were confined to a 10-day period, and the investigation revealed no other significant violations involving other prospects for the basketball program; (b) the basketball program was not involved in the 1983 infractions case, and the football program, which was the focus of attention in the 1983 case, was not involved in this case, and (c) the university's compliance, educational and monitoring programs, which need further strengthening to assure institutional control, can best be strengthened through a lengthy period of probation, annual reports and audits to the committee, rather than through some of the penalties set forth in Section 7-(f) of the NCAA enforcement procedures. The committee also notes that the coaches who were

involved in this case are no longer at an NCAA member institution and, even though they were not required to be present at the committee hearing, they did appear voluntarily to provide assistance in the committee's consideration of the case.

For the foregoing reasons, the Committee on Infractions did not impose the full penalties identified in Section 7-(f) of the enforcement procedures, but did impose significant penalties. These penalties include: a three- year probationary period, rather than the minimum two-year penalty set forth for a repeat major violator; an order to show cause why the representatives of the university's athletics interests who were involved in the violations should not be disassociated from the university's athletics program during the probationary period; a prohibition against postseason competition by the university's men's basketball team during the 1988-89 academic year; the elimination of all expense-paid recruiting visits by the basketball program for a one-year period; a limitation on grants-in-aid in men's basketball during the 1989-90 academic year, and institutional recertification.

The committee's findings of violations are set forth in Part II of this report, and the committee's penalties are set forth in Part III.

II. Violations of NCAA legislation, as determined by committee.

A. [NCAA Bylaw 1-1-(b)-(1)]

On or about June 8, 1986, while recruiting a transfer student-athlete, a representative of the university's athletics interests purchased a one-way airline ticket for the young man to travel between his home [Page 5] town and Kansas City, Missouri, in order for the young man to work in Lawrence, Kansas, during the summer. Specifically, on June 8, 1986, the representative used a credit card to purchase a prepaid airline ticket (at the cost of \$183), and on June 11, 1986, the prospect used this ticket to travel between his home town and Kansas City, and finally, the representative intended for the young man to reimburse him for the cost of the airline ticket, but the young man has not done so.

B. [NCAA Bylaws 1-1-(b)-(1), 1-2-(b) and 1-9-(j)]

During the summer of 1986, while recruiting a transfer student-athlete, a representative of the university's athletics interests provided a loan of \$350 to the prospect's family in order to pay an electric bill for the young man's grandmother. Specifically, the representative provided automobile transportation for the prospect to a Western Union office in Lawrence, Kansas, where the representative wired the money; further, the loan has not been repaid.

C. [NCAA Bylaws 1-1-(b)-(1), 1-2-(b) and 1-9-(j)]

During the summer of 1986, while recruiting a transfer student-athlete, a representative of the university's athletics interests provided round-trip local automobile transportation for the young man from the university's campus to a clothing store where the representative purchased slacks, shirts, socks and underwear (a total cost of \$231) for the young man at no cost to the prospect;

further, it was the representative's understanding that the young man would work for the representative in order to repay the cost of the clothing, but the prospect did not do so.

D. [NCAA Bylaw 1-1-(b)-(1)]

In the summer of 1986, during the employment of a transfer student-athlete at a local company owned by a representative of the university's athletics interests, the young man was paid at least \$297.12 for work not actually performed, including pay for a period when the young man was in his home town.

E. [NCAA Bylaws 1-1-(b)-(1) and 1-9-(j)]

On or about June 19, 1986, while recruiting a transfer student-athlete, the men's head basketball coach gave \$366 cash to the young man in order for the young man to purchase a round-trip airline ticket for travel between Kansas City, Missouri, and his home town to enable the young man to see his grandmother who was ill, and no arrangements were made for repayment; further, a men's assistant basketball coach provided automobile transportation for the prospect from the university's campus (the head basketball coach's office) to a local travel agency where the young man purchased the airline ticket, and then to [Page 6] Kansas City International Airport (an approximate one-way distance of 65 miles).

F. [NCAA Bylaw 1-1-(b)-(1)]

In June 1986, members of the men's basketball coaching staff arranged for a transfer student-athlete to be provided lodging on a credit basis from June 11 to June 19, 1986, in a privately owned dormitory.

G. [NCAA Bylaw 1-1-(b)-(1)]

During the summer of 1986, a former student equipment manager gave a pair of blue and white Puma basketball shoes to a transfer student-athlete at no cost to the young man after the prospect told a men's assistant basketball coach that he did not have basketball shoes, and the coach responded that he would take care of it; further, the prospect then participated in pickup basketball games at a local high school.

H. [NCAA Bylaws 1-2-(b) and 1-5-(a)]

In June 1986, during the official paid visit to the university's campus of a transfer student-athlete, a representative of the university's athletics interests contacted the prospect in person, off campus at local restaurants and at Kansas City International Airport. Specifically, on June 4, 1986, the representative provided local automobile transportation for the prospect from the university's campus to a restaurant where they ate a meal; further, the representative then drove the young man to a local travel agency where the representative purchased an airline ticket for himself, and later that evening, he contacted the young man at a bar in Lawrence, Kansas, and finally, on June 6, 1986, a men's assistant basketball coach transported the prospect and the representative to Kansas City International Airport where the representative used a credit card to purchase a one-

way airline ticket (at the cost of \$183) for the young man to return home when it was discovered that the prospect left his airline ticket at a hotel and that the assistant coach did not have sufficient funds to purchase the ticket; further, the representative accompanied the young man on the flight to his home, and finally, the assistant coach reported the use of the representative's credit card on an expense report filed with the university and obtained reimbursement for the representative.

I. [NCAA Bylaw 1-9-(j)-(2)]

On November 7, 1986, during the official paid visit of a prospective student-athlete, a men's assistant basketball coach entertained the young man for a meal at a site more than 30 miles from the university's campus. [Page 7]

J. [NCAA Bylaws 5-6-(d)-(3) and 5-6-(d)-(4)]

At the time that certain practices of the university's intercollegiate men's basketball program were not in compliance with NCAA legislation, the then men's head basketball coach, two then men's assistant basketball coaches and another university employee attested on a statement filed with the chief executive officer of the university in 1986 that they had reported to the chief executive officer their knowledge of and involvement in any violation of NCAA legislation involving the university; further, based upon the information provided by these individuals, and without intent to do so, the university's chief executive officer erroneously certified the university's compliance with NCAA legislation.

K. [NCAA Bylaw 1-9-(j)]

Additional violations of NCAA legislation discovered by the institution as a result of its investigation of the allegations in this inquiry:

1. On or about June 9, 1986, a men's assistant basketball coach provided one-way automobile transportation for a prospective studentathlete from Kansas City International Airport to Lawrence, Kansas (an approximate one-way distance of 65 miles), in order for the young man to begin summer employment.

2. In June 1986, a men's assistant basketball coach provided one-way automobile transportation for two prospective student-athletes from the university's campus to an apartment building where the young men were to work in their employment.

L. [NCAA Constitution 3-2]

The scope and nature of the violations examined and found in this case demonstrate that the university did not exercise appropriate institutional control over the men's intercollegiate basketball program. For example, violations concerning local transportation between the Kansas City airport and Lawrence that had been committed in a previous infractions case were repeated with no evidence that the athletics administration had taken steps to prevent them. Actions known by assistant coaches and the head coach to be violations were not reported to appropriate

members of the administration, even when there were apparent mitigating circumstances explaining the actions. The unauthorized provision of airline tickets to a student-athlete, which resulted in extra benefits to the student-athlete, were not promptly reported to a superior or to the NCAA when discovered by an athletics department staff member. In summary, these actions demonstrated that the compliance program established by the university after its 1983 case had not, in fact, resulted in the establishment of institutional control over its basketball program. [Page 8]

III. Committee on Infractions penalties.

In November 1983, the University of Kansas received a "major" penalty for violations of NCAA legislation in its football program. Because the present case also is considered to be "major" in nature and because the violations were found within a five-year period of the first major case, Section 7-(f) of the NCAA enforcement procedures provides that minimum prescribed penalties shall be imposed, subject to exceptions authorized by the Committee on Infractions in unique cases on the basis of specifically stated reasons. The prescribed penalties normally would include: (a) the prohibition of some or all outside competition in the sport involved in the latest major violation for one or two sport seasons and the prohibition of all coaching staff members in that sport from involvement directly or indirectly in any coaching activities at the institution during a two-year period; (b) the elimination of all initial grants-in-aid and all recruiting activities in the sport involved in the latest major violation in question for a two-year period; (c) the requirement that all institutional staff members serving on the NCAA Presidents Commission, Council, Executive Committee or other committees of the Association resign those positions, it being understood that all institutional representatives shall be ineligible to serve on any NCAA committee for a period of four years, and (d) the requirement that the institution relinquish its voting privilege in the Association for a four-year period.

The committee believes, however, that the following unique circumstances were present in this case: (a) The violations, while serious and calculated to obtain a recruiting advantage with one highly visible transfer student-athlete, were isolated to a 10-day period, and the investigation revealed no other serious violations in the basketball program; (b) the basketball program was not involved in the 1983 infractions case and the football program, the focus of attention in the earlier case, was not involved in this case, and (c) the compliance, educational and monitoring programs, which need further strengthening, can best be established through a lengthy period of probation, annual reports and audits, rather than through certain of the penalties set forth in Section 7-(f) of the enforcement procedures. Accordingly, the following penalties were imposed in this case.

A. The University of Kansas shall be publicly reprimanded and censured, and placed on probation for a period of three years from the date these penalties are imposed, which shall be the date the 15-day appeal period expires or the date the institution notifies the executive director that it will not appeal to the NCAA Council subcommittee of Division I members, whichever is earlier, or the date established by Council subcommittee action as a result of an appeal by the institution, it being understood that should any of the penalties in this case be set aside for any reason other than by appropriate action of the Association, the penalties shall be reconsidered by the Committee on Infractions. [Page 9]

B. The men's intercollegiate basketball team shall end its 1988-89 season with the playing of its last regularly scheduled, in-season contest, and the team shall not be eligible to participate in any postseason competition following that season.

C. In the sport of men's basketball, there shall be no paid visits permitted to recruits during the period January 1, 1989, to December 31, 1989.

D. The university shall reduce the total number of grants-in-aid in effect by one for the 1989-90 academic year. [For example, if the current number in effect is 13, the university may award no more than 12 grants for the 1989-90 academic year.]

E. The university annually shall report actions that it has taken during the probationary period to bring its athletics program into compliance with NCAA legislation. This report shall be submitted to the NCAA enforcement staff by September 1 each year. Included in that report shall be:

1. A full audit of the summer jobs program in which its student-athletes are involved.
2. A report on wages and salaries paid to student-athletes employed in summer camps at the university or summer camps operated by members of the university's athletics staff.
3. The university's compliance program activities for that year.

F. The university shall "show cause" why it should not be penalized further if it fails to disassociate three representatives of the university's athletics interests from the university's athletics program based upon their involvement in violations of NCAA rules. In the committee's present view, such disassociation should be for the university's probationary period and shall include: (1) refraining from accepting any assistance from the individual that would aid in the recruitment of prospective student-athletes or the support of enrolled student-athletes; (2) refusing financial assistance for the institution's athletics program from the individuals; (3) ensuring that no athletics benefit or privilege is provided to the individuals that is not generally available to the public at large, and (4) taking such other actions against the individuals that the institution determines to be within its authority to eliminate the involvement of the individual in the institution's athletics program.

G. The university shall be required to recertify its compliance with NCAA legislation for its intercollegiate athletics program for the 1988-89 academic year. [Page 10]

[NOTE: Should the University of Kansas appeal either the findings of violations or proposed penalties in this case to the NCAA Council subcommittee of Division I members, the Committee on Infractions will submit an expanded infractions report to the members of the Council who will consider the appeal. This expanded report will include additional information in accordance with Section 6 of the Official Procedure Governing the NCAA Enforcement Program. A copy of the committee's report will be provided to you prior to the university's appearance before the Council subcommittee and, as required by NCAA procedures, will be released to the public.]

Also, the Committee on Infractions wishes to advise the university that when the penalties in this case become effective, the institution should take every precaution to ensure that their terms are observed; further, the committee intends to monitor the penalties during their effective periods, and any action contrary to the terms of any of the penalties shall be considered grounds for extending the university's probationary period, as well as to consider imposing more severe sanctions in this case.]

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