



THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION

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FOR RELEASE

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UNIVERSITY OF CALIFORNIA, BERKELEY PUBLIC INFRACTIONS REPORT

OVERLAND PARK, KANSAS---This report is organized as follows:

- I. Introduction.
- II. Findings of violations of NCAA legislation.
- III. Committee on Infractions Penalties.

I. INTRODUCTION.

This case involved the men's basketball program at the University of California, Berkeley, and concerned violations of NCAA bylaws governing recruiting, extra benefits, ethical conduct and institutional responsibility to monitor.

The University of California, Berkeley, is a Division I-A institution and a member of the Pacific-10 Conference. The university has an enrollment of approximately 21,200 students and sponsors 12 men's and 14 women's intercollegiate sports.

While the number of violations in this case was limited, this is one of the most serious cases that the Committee on Infractions has considered in recent years. The violations, which involved significant cash payments to the parents of a student-athlete, are in direct conflict with the basic principles underlying NCAA intercollegiate athletics competition. The violations involved basic recruiting and extra benefit rules, which are well understood by all who participate in intercollegiate athletics.



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In the spring of 1994, during the recruitment of a talented men's basketball prospective student-athlete, who would be able to fill a

critical void created by the early departure of another talented student-athlete, the head men's basketball coach agreed to pay \$15,000 a year to the parents of the prospective student-athlete for each year he participated in intercollegiate athletics competition at the University of California, Berkeley. As a result of this agreement, during the next two years, the head coach paid approximately \$30,000 to the parents. Had a disagreement not arisen between the coach and the parents of the student-athlete, the student-athlete might have stayed at the university for two additional years, instead of transferring to another institution. If the student-athlete had stayed at the university, the coach would have been called upon to make significant additional payments to the student-athlete's parents under their previous agreement.

This case was made even more serious by the fact that the coach provided false and misleading information to the university and NCAA enforcement staff on several occasions during the course of the investigation. It was not until May 21, 1997, approximately one week prior to the hearing before the Committee on Infractions, that the coach finally admitted his involvement in the alleged violations and provided additional information on how the violations occurred. Although the coach ultimately accepted responsibility for the violations, this did not occur until he was confronted with information that would have implicated friends, whom he did not want to be involved in such a public matter. The committee appreciated the coach's attendance at the hearing and recognized that, by admitting the facts leading to the violations, he provided details that might not otherwise have been obtained. However, these factors do not negate the gravity of the violations or the fact that the head coach provided false and misleading information throughout most of the investigation.

This case marks the fifth appearance of the university before the Committee on Infractions and the university's third appearance before the committee since 1988. The 1988 case involved the football program and resulted in financial aid penalties and the disassociation of an athletics representative. The university's most recent appearance before the committee occurred in 1995 and concerned the men's basketball program and the head coach involved in this case. Although initially processed as a major violation case, the committee, following an extensive hearing, ultimately determined that the 1995 case was secondary in nature. However, the committee is concerned about the 1995 case for several reasons. First, the violations in this present case were occurring during the investigation of the prior case and continued to occur throughout the time of the committee's hearing, which the head men's basketball coach attended. In fact, the head coach made two payments to the parents of the student-athlete involved in this case during the month of the committee's hearing, including one payment that occurred the day prior to the hearing. A third payment was made following the committee's decision in the case. Second, the issue in the prior case concerned the improper involvement of a potential representative of the institution's athletics interests in the recruitment of a prospective student-athlete, an issue that also arose in the current case.

The committee also was concerned about this case because, as a result of the impermissible payments, a men's basketball student-athlete participated during the 1994-95 and 1995-96 academic years while ineligible, with the knowledge of the head coach. There was no evidence presented to the committee that indicated the student-athlete was aware of the payments to his parents until the spring of 1996. Nevertheless, under NCAA Bylaw 31.2.2.4, because of his participation in the 1996 NCAA Division I men's basketball tournament while ineligible, the university's records in the championship must be vacated. In addition, because the head coach knew about the payments and that the student-athlete was ineligible, the university is subject to the provisions of NCAA Bylaw 31.2.2.5 regarding the return of tournament revenue. The university recognized the application of this bylaw and proposed a penalty requiring the return of 90 percent of its revenue share, which is the maximum authorized under the bylaw. The committee adopted this penalty. However, given the seriousness of this case, the recruiting and competitive advantage gained by the university as a result of the payments, and the new information provided by the head coach as a result of his May 21 admission, the committee determined that other significant penalties were warranted. In imposing these penalties, the committee recognized the cooperation of the university throughout the investigation and the active role it took while assisting the enforcement staff. The university also took swift and decisive action against the head coach when it learned he knew or should have known that violations had occurred but had not reported them to athletics department officials. The committee noted that the university obtained the resignation of the coach at the beginning of the academic year, which was before much of the information in this report was developed. However, this commendable response to the violations does not erase the fact that such serious violations occurred in the men's basketball program at the University of California, Berkeley. A university is responsible for the actions of those charged with the supervision of the athletics programs, particularly the head coaches of the various sports.

A. CASE CHRONOLOGY.

In early March 1996, the father of a university men's basketball student-athlete telephoned the NCAA national office to report alleged violations in the university's men's basketball program. On March 21, the NCAA Committee on Infractions granted limited immunity to the student-athlete. Later in March, the enforcement staff interviewed the student-athlete and several additional individuals. An additional witness was later granted limited immunity although he is not presently involved in intercollegiate athletics.

On May 3, 1996, the NCAA enforcement staff sent a letter of preliminary inquiry to the chancellor of the institution. The institution and the enforcement staff investigated the alleged violations. On August 28, after the institution determined that the former head men's basketball coach had been or should have been aware of violations, which he did not report to the director of athletics, it obtained his resignation.

On November 15, 1996, the enforcement staff issued a letter of official inquiry to the institution and the head men's basketball coach. On February 13, 1997, the institution and head coach submitted responses to the official inquiry. On March 10, the enforcement staff conducted a prehearing conference with the institution and the Pacific-10 Conference. On March 12, the enforcement staff and the head coach's attorney held a prehearing conference.

Following the prehearing conferences, the enforcement staff received additional information that warranted an amendment to one of the allegations. On May 5, 1997, the enforcement staff advised the institution and coach of the amendment and invited the parties to respond. On May 19, the institution filed an amended response.

During a May 21, 1997, conference call with the university and the enforcement staff, the attorney for the head coach reported that his client would accept responsibility for the violations contained in Allegation Nos. 1, 2 and 3 of the official inquiry. On May 23, the head coach submitted proposed findings of violations to the university and the enforcement staff. On May 29, the coach submitted a statement to the committee regarding the proposed findings and his involvement in the violations.

On June 1, 1997, representatives of the NCAA enforcement staff, the institution and the Pacific-10 conference appeared at a hearing before the NCAA Committee on Infractions. The head men's basketball coach involved in this case was also present. At the time of the hearing, all parties were in substantial agreement with the allegations and there were no remaining eligibility issues.

B. SUMMARY OF THE FINDINGS OF VIOLATIONS.

The violations found by the committee may be summarized as follows:

- In the spring of 1994, the head men's basketball coach authorized a friend to offer the parents of a prospective student-athlete \$15,000 for each year the prospective student-athlete competed at the university. In the spring and fall of 1994, the head coach provided a total of \$15,000 to his friend, which was then given to the prospective student-athlete's family.
- During the summer and fall of 1995, the head men's basketball coach continued the payments to the parents of the student-athlete and provided a total of \$15,000 in four payments.
- The head men's basketball coach involved in this case violated the NCAA standards of ethical conduct.

- During the 1993-94, 1994-95 and 1995-96 academic years, the institution failed to monitor adequately the travel expenses of the head men's basketball coach.

C. SUMMARY OF THE PENALTIES.

In imposing the following penalties, the Committee on Infractions considered the corrective action and penalties self-imposed and proposed by the university, as detailed in Part III-A of this report.

1. The committee adopted as its own the following actions taken by the institution:
 - Obtaining the resignation of the head men's basketball coach on August 28, 1996.
 - Returning 90 percent of its share of revenue from the 1996 NCAA Division I Men's Basketball Championship.

The committee did not adopt reductions in financial aid as proposed by the university.

2. The committee found the actions taken and penalties proposed by the university were meaningful, but because of the involvement of the head coach, the seriousness of the violations, the significant recruiting and competitive advantage, the length of time over which these violations occurred, and the fact that these violations were occurring during the prior case, the committee imposed the following additional penalties:
 - Public reprimand and censure.
 - Three years of probation.
 - Prohibition from participating in postseason competition in men's basketball during the 1997-98 season.
 - Reduction by two in the number of permissible financial aid awards in men's basketball during each of the 1998-99 and 1999-2000 academic years.
 - Forfeiture of the men's basketball contests in which the student-athlete involved in this case participated during the 1994-95 and 1995-96 academic years.

- Requirement that the institution continue to develop a comprehensive athletics compliance education program, with annual reports to the committee during the period of probation.
- Recertification of current athletics policies and practices.
- Show-cause requirement regarding the former head men's basketball coach for eight years.

II. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

A. OFFER AND PAYMENT OF MONEY TO THE PARENTS OF A STUDENT-ATHLETE BY THE HEAD COACH AND AN ATHLETICS REPRESENTATIVE. [NCAA BYLAWS 13.01.3, 13.01.4, 13.01.5.1, 13.2.1, 13.2.2-(e) AND 16.12.2.1]

In the spring of 1994, the head men's basketball coach authorized a friend to offer the parents of a men's basketball prospective student-athlete \$15,000 for each academic year that the prospective student-athlete participated as a student-athlete at the institution. By this action involving the friend of the head coach in the recruitment of a prospective student-athlete, that individual became a representative of the institution's athletics interests and made impermissible telephone and in-person, off-campus recruiting contacts with the parents of the prospective student-athlete. In the spring and fall of 1994, the head coach provided money to his friend, which was then forwarded to the prospective student-athlete's family. Specifically:

1. During the spring of 1994, in connection with the recruitment of the prospective student-athlete, the parents of the prospective student-athlete referred the head men's basketball coach to a relative who was advising the family on matters pertaining to the prospective student-athlete's basketball career.

The head men's basketball coach directed the relative to contact a friend of his as a reference regarding the capability of the institution's basketball program to prepare the prospective student-athlete for a professional basketball career. When the head coach referred the prospective student-athlete's relative to his friend and involved the friend in the recruitment of the prospective student-athlete, the head coach's friend became a representative of the university's athletics interests.

2. The relative contacted the friend of the head men's basketball coach and informed him that \$15,000 had to be provided annually to the prospective student-athlete's parents as a condition for the prospective student-athlete attending the institution. Subsequently, the friend informed the head coach about the relative's statement. The head coach authorized his friend to agree to provide the parents of the prospective student-athlete \$15,000 annually, with money that the head coach would make available, for each year that the prospective student-athlete participated as a student-athlete at the institution. The head coach's friend offered the payments during a meeting with the prospective student-athlete's parents on April 4, 1994, at a high-school all-star basketball game. As a representative of the university's athletics interests, in making these arrangements, the head coach's friend had numerous improper telephone and in-person, off-campus contacts with the parents of the prospective student-athlete.
3. The prospective student-athlete signed a National Letter of Intent with the institution in April 1994. On one occasion after the prospective student-athlete's enrollment in the institution's summer bridge program in July and on three occasions after his enrollment in the fall, the friend of the head men's basketball coach transmitted cash provided by the head coach to the prospective student-athlete's parents. The head coach reported that he provided a total of \$15,000 in four payments to his friend. The parents of the prospective student-athlete reported that they received at least \$12,000 to \$13,000 from the head coach's friend.

There was evidence presented that the head coach believed that the payments were advances that the student-athlete would eventually repay from his future professional compensation. However, the parents of the student-athlete stated that no such repayment obligation existed. Regardless of whether these payments were a loan or a gift, making the payments violated fundamental recruiting and extra benefit legislation.

4. No representative of the institution's athletics interests, other than the head men's basketball coach and his friend, was involved in or had knowledge of the payments to the prospective student-athlete's parents. No evidence was presented indicating that the prospective student-athlete knew about any payments to his parents until the spring of 1996.

B. PAYMENT OF MONEY TO A STUDENT-ATHLETE BY THE HEAD COACH. [NCAA BYLAW 16.12.2.1]

During the summer and fall of 1995, the second year the student-athlete was enrolled at the institution, the head men's basketball coach continued the payments to the father of the student-athlete.

The head men's basketball coach arranged to deliver four payments totaling \$15,000 to the parents of the men's basketball student-athlete. The payments were transmitted to the student-athlete's parents in cash on June 28, September 7 and 28, and November 11, 1995. The head coach first sent the payments to intermediaries, who transmitted the cash payments by Federal Express from the Washington, DC, area to the home of the student-athlete's parents. None of the intermediaries used by the head men's basketball coach have ever been or are likely to be employed by an NCAA member institution, and they have no connection with either the University of California, Berkeley, or intercollegiate athletics other than their relationship with this head coach.

No representative of the institution's athletics interests other than the head men's basketball coach was involved in or had knowledge of these 1995 payments to the student-athlete's parents.

C. UNETHICAL CONDUCT. [NCAA BYLAWS 10.1-(c), 10.1-(d) AND 10.4]

The head men's basketball coach involved in this case failed to deport himself with the generally recognized high standards normally associated with the conduct and administration of intercollegiate athletics. He violated the principles of ethical conduct through his involvement in Findings II-A and B. The head coach also violated the principles of ethical conduct when he provided false and misleading information to the enforcement staff and/or the university during interviews on June 21 and July 24, 1996, and May 1, 1997. However, on May 21, 1997, he admitted to the violations of NCAA legislation and accepted responsibility for his actions in this matter.

D. FAILURE TO MONITOR TRAVEL EXPENSES. [NCAA CONSTITUTION 2.8.1]

During the 1993-94, 1994-95 and 1995-96 academic years, the university failed to monitor adequately the professionally related travel of the head men's basketball coach by not requiring him to submit his travel expenses for university-related travel in a timely manner. As a result of the delay in filing expense reports, the university did not monitor all of the head coach's university related travel expenses as required under NCAA legislation, until prompted by the NCAA during this inquiry. The university should have reviewed the travel expenses in a timely manner because such review is an important step in monitoring compliance, particularly regarding recruiting trips.

III. COMMITTEE ON INFRACTIONS PENALTIES.

For the reasons set forth in Parts I and II of this report, the Committee on Infractions found that this case involved several major violations of NCAA legislation.

A. CORRECTIVE ACTION AND PENALTIES PROPOSED AND SELF-IMPOSED BY THE UNIVERSITY.

The Committee on Infractions considered the institution's corrective action and self-imposed and proposed penalties, and adopted as its own the following actions proposed by the institution:

1. The university obtained the resignation of the head men's basketball coach on August 28, 1996.
2. The university shall return \$54,362 to the NCAA, which is 90 percent of the school's share of money received in connection with the 1996 NCAA Division I Men's Basketball Championship. This is an appropriate penalty under Bylaw 31.2.2.5 because the head men's basketball coach knew that an ineligible student-athlete was competing.

The university proposed that as a penalty it would forfeit two scholarships during the 1997-98 academic year and one scholarship during the 1998-99 academic year. The committee determined that it would not accept the institution's proposed financial aid penalty. At the time of the hearing, the institution still had scholarships available for the 1997-98 academic year, so the impact of the proposed penalty was limited, particularly since the recruiting season had almost ended and the committee found that a more significant sanction should be imposed.

B. ADDITIONAL PENALTIES IMPOSED BY THE COMMITTEE ON INFRACTIONS.

The Committee on Infractions agreed with and approved of the actions taken by the university, but it imposed additional penalties because of the serious nature of the violations, the involvement of the head coach, the significant recruiting and competitive advantage, the length of time over which the violations occurred and the fact that the violations were occurring during the processing of the previous infractions case involving the same head coach.

While significant penalties are imposed, the committee chose not to impose all of the presumptive penalties permitted under Bylaw 19.6.2.1 because of the university's action in obtaining the coach's resignation early in the investigation before all information was fully developed and because of the isolated nature of the violations. The additional penalties imposed by the committee are:

1. Public reprimand and censure.
2. Three years of probation from June 1, 1997, the date of the hearing.
3. The institution's men's basketball team shall end its 1997-98 season with the playing of its last regularly scheduled, in-season contest and shall not be eligible to participate in any postseason competition, including a foreign tour, following that season. Moreover, during the 1997-98 academic year, the men's basketball team may not take advantage of the exceptions to the limitation in the number of basketball contests that are provided in Bylaws 17.5.3.1, 17.5.5.1, 17.5.5.2 and 17.5.5.3, regarding preseason contests and other exceptions to the maximum number of contest limitations.
4. The number of total athletically related financial aid awards in men's basketball shall be reduced by two during each of the 1998-99 and 1999-2000 academic years, which limits the institution to 11 total scholarships each year under current rules.
5. The institution shall forfeit all men's basketball contests in which the men's basketball student-athlete involved in this case participated during the 1994-95 and 1995-96 academic years. In addition, the university's records from the 1996 Division I Men's Basketball Championship shall be vacated.
6. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive compliance monitoring and educational program on NCAA legislation, including seminars and testing, to instruct the coaches, the faculty athletics representative, all athletics department personnel and all university staff members with responsibility for the certification of student-athletes for admission, retention, financial aid or competition;
 - b. Submit a preliminary report to the administrator for the Committee on Infractions by October 1, 1997, setting forth a schedule for establishing this compliance and educational program; and
 - c. File with the committee's administrator annual compliance reports indicating the progress made with this program by April 1 of each year during the probationary period. Particular emphasis should be placed on the procedures that have been established to monitor coaches' travel and recruiting. The reports must also include documentation of the university's compliance with the penalties adopted and imposed by the committee.

7. The institution's president shall recertify that all of the university's current athletics policies and practices conform to all requirements of NCAA regulations.
8. If the men's basketball coach involved in this case had still been employed in athletics at the institution, the university would have been required to show cause in accordance with Bylaw 19.6.2.2-(l) why it should not be subject to additional penalties if it had failed to take appropriate disciplinary action against him.

9. The head men's basketball coach involved in this case will be informed in writing by the NCAA that, due to his involvement in certain violations of NCAA legislation found in this case, if he seeks employment or affiliation in an athletically related position at an NCAA member institution during an eight-year period (June 1, 1997, to June 1, 2005), he and the involved institution shall be requested to appear before the Committee on Infractions to consider whether the member institution should be subject to the show-cause procedures of Bylaw 19.6.2.2-(1), which could limit his athletically related duties at the new institution for a designated period.

As required by NCAA legislation for any institution involved in a major infractions case, the University of California, Berkeley, shall be subject to the provisions of NCAA Bylaw 19.6.2.3, concerning repeat violators, for a five-year period beginning on the effective date of the penalties in this case, June 1, 1997.

Should the University of California, Berkeley, or the head men's basketball coach who participated in the processing of this case appeal either the findings of violations or penalties in this case to the NCAA Infractions Appeals Committee, the Committee on Infractions will submit a response to the members of the appeals committee, with a copy to any party who may appeal. This response may include additional information in accordance with Bylaw 32.10.5.

The Committee on Infractions wishes to advise the institution that it should take every precaution to ensure that the terms of the penalties are observed. The committee will monitor the penalties during their effective periods, and any action contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending the institution's probationary period, as well as imposing more severe sanctions in this case.

Should any portion of 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. Should any actions by NCAA Conventions directly or indirectly modify any provision of these penalties or the effect of the penalties, the committee reserves the right to review and reconsider the penalties.

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