



THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION

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Committee on Infractions

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UNIVERSITY OF NOTRE DAME
PUBLIC INFRACTIONS REPORT

INDIANAPOLIS, INDIANA---This report is organized as follows:

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

I. INTRODUCTION.

This case primarily involved the football program at the University of Notre Dame. It was originally heard by the Division I Committee on Infractions on June 4, 1999. The violations found by the committee centered upon NCAA bylaws governing the provision of extra benefits to student-athletes. Before the Committee could issue its report following the June hearing, the University of Notre Dame reported additional violations of NCAA rules. After discussions with the NCAA Enforcement Staff and the Committee on Infractions, the university requested that the committee withhold its report on the initial violations until the university could submit its report on the second series of violations. The committee agreed with the university's request and withheld its report on the first series of violations until this time.

The University of Notre Dame is a Division I-A institution and is a member of the Big East Conference, but is an independent in the sport of football. The university has an enrollment

of approximately 10,000 students and sponsors 13 men's and 13 women's intercollegiate sports.

A. First Series of Violations

During a lengthy period of time which extended from the summer of 1994 through January 1998, a young woman provided numerous and exorbitant gifts to Notre Dame football student-athletes and friends. Most of the gifts were provided during the romantic relationships the young woman had with several Notre Dame student-athletes, and, in the particular circumstances of this case, were considered not to be violations of NCAA legislation. Moreover, many of the gifts and benefits were provided to student-athletes prior to June 22, 1995 before the young woman became a representative of the university's athletics interests.

However, subsequent to June 22, 1995 after the young woman had become a representative of the university's athletics interests, the gifts and benefits provided to student-athletes with whom the woman was not romantically involved were extra benefits and were considered violations of NCAA legislation. The committee found this case to be "major" in nature because of the length of time during which these violations occurred, the extravagant nature of the gifts and benefits provided to Notre Dame football student-athletes by the individual, the competitive advantage gained by Notre Dame and the fact that the violations were neither isolated nor inadvertent.

Based upon the evidence presented at the hearing and in the university's response, the committee was also concerned about gifts and benefits provided to the parents of student-athletes she was dating. The committee chose not to make any findings of violations involving this issue as no allegations were charged by the NCAA enforcement staff concerning those gifts.

The committee was concerned that at least two football coaches were aware that some of these gifts were being provided yet failed to notify the athletics department compliance office so that a full investigation could be made into the propriety of these gifts to the student-athletes and the circumstances surrounding the provision of these gifts.

In 1994, the head coach learned that one of his student-athletes had taken a weekend trip to Las Vegas. A cursory inquiry revealed that the trip was paid for by the young woman who became involved in the violations in the case. At that time the student-athlete was dating her and no additional inquiry was made.

Since this was a gift provided to a student-athlete by the young woman before she became a representative of the university's interests, there was no violation. However, a more complete investigation at that time might have precluded what later became a significant problem.

Further, in early July 1997, an assistant football coach, when visiting with a student-athlete, learned that the student-athlete had traveled to Las Vegas the previous weekend with another student-athlete and their girlfriends to attend the Mike Tyson-Evander Holyfield fight. The girlfriend of the other student-athlete was the young woman who was providing the gifts and extra benefits to various student-athletes and who, by that time, had become a representative of the university's athletics interests. The student-athlete advised the assistant coach that the other student-athlete's girlfriend had financed the trip which included airfare, hotel accommodations in a major hotel/resort, meals and fight tickets. The assistant coach concluded there was no violation because the trip was paid for by the girlfriend, and he made no further inquiry.

This was an error in judgment. If the assistant coach had requested the assistance of the athletics department compliance office, several of the violations which occurred in this case could have been avoided.

The failure on the part of the coaches suggested a lack of monitoring because of their failure to seek a more appropriate investigation. However, the committee decided not to make a finding of a lack of monitoring because at least some investigation was conducted by each coach, even if it was inadequate. It should also be noted the enforcement staff did not allege failure to monitor.

B. Second Series of Violations

The second series of reported violations were also serious because they involved a young woman employed by the university to tutor student-athletes and a football student-athlete who was attempting to sell his complimentary tickets. Some of the actions of the young woman and the student-athlete were not violations of NCAA rules because the two were romantically involved. However, the other actions of the young woman resulted in a number of violations involving other student-athletes. These violations occurred shortly after the first series of violations had been reported and had received substantial publicity. A number of the second series of violations of NCAA rules were almost identical in type as the first series of violations in

that the employee provided meals, lodging and gifts to several student-athletes. The employee also engaged in a violation involving academic fraud. This second series of violations, while limited, was neither isolated nor inadvertent. As a result, these violations were also major violations of NCAA rules.

C. CASE CHRONOLOGY.

1. First Series of Violations

On March 18, 1998 in a letter addressed to the NCAA enforcement staff, Notre Dame associate director of athletics reported that a young woman was a possible representative of the university's athletics interests and that she had provided gifts and various benefits to several Notre Dame football student-athletes. The letter indicated that the university was unsure whether any violations had been committed but that it would collect additional information. The enforcement staff requested the NCAA membership services staff to review the facts contained in that letter. In an April 13, 1998 letter from a NCAA senior membership services representative, the university was notified that the young woman would be considered a representative, and as a result all benefits provided after she became a representative would be contrary to NCAA legislation.

In a May 21, 1998 letter, the associate director of athletics requested a further interpretation of the matter from the membership services staff on behalf of Notre Dame. In response to her request, the membership services staff and subsequently the NCAA Division I Academics/Eligibility/Compliance Cabinet's Subcommittee on Legislative Review/ Interpretations reviewed the provisions of NCAA Bylaws 16.02.3 and 16.12.1. The purpose of this review was to determine if a representative who was romantically involved with a student-athlete and provided benefits to the student-athlete and the student-athlete's friends, some of whom were also student-athletes, violated NCAA rules. While there was no formal ruling, the subcommittee concluded that benefits provided by the representative to a student-athlete was not necessarily a violation of NCAA rules, but any benefit she provided to student-athletes with whom she was not romantically involved would constitute a violation of NCAA legislation relating to extra benefits. This information was relayed to the associate director of athletics in a July 6, 1998 letter from a senior membership services representative. Based on this interpretation, the

university submitted a self-report of violations of NCAA legislation in a July 15, 1998 letter from the associate director of athletics to the enforcement staff.

In addition to self-reporting certain violations, the July 15, 1998 letter declared several student-athletes ineligible and requested the restoration of their eligibility upon payment for the cost of the benefits received. The NCAA student-athlete reinstatement staff sent an August 27, 1998 letter to the associate director of athletics that acknowledged the disciplinary action taken by the university involving the student-athletes identified in her July letter. That letter also notified the university that based on conditions specified by the student-athlete reinstatement staff, the eligibility of the young men on whose behalf the university had appealed was restored.

On September 9 and 17, 1998 the university interviewed the young woman who had become a representative of the University's athletics interests. As a result of the interviews, the university reported further possible violations in a letter dated September 29. On October 1, university officials met with the enforcement staff at the national office in Kansas City to discuss the case. At that time, the university gave the staff a list of all gifts and trips provided by the representative to the Notre Dame football student-athletes including the time period before she became a representative. The university also interviewed 14 other current and former student-athletes and four current and former football coaches in order to determine if any other violations had occurred.

On October 16, 1998 the enforcement staff interviewed the young woman. On November 17, the staff and the university interviewed the young woman's friend who was present during several of the trips taken by the young woman and the student-athletes. Based on the information reported in these interviews, as well as the information self-reported by the university about the possible violations of NCAA legislation, the enforcement staff recommended in a December 16, 1998 memorandum to the NCAA enforcement representative responsible for secondary cases that the matter be considered as a secondary violation case.

The Committee on Infractions reviewed the December 16 memorandum during its February 1999 meeting, and in a March 29 letter to the enforcement representative, David Swank, then the chair

of the Division I Committee on Infractions, directed that the enforcement staff process this case as a major violation case.

On April 16, the enforcement staff issued a letter of official inquiry to the university. On April 29, the institution requested a five-day extension to reply to the letter of official inquiry and on April 30, that extension was granted by the Committee on Infractions.

On May 10 the university submitted its response and on May 11 an in-person prehearing conference was held between representatives of the university and the enforcement staff.

The Committee on Infractions heard the case on June 4. Following that hearing, in a letter dated June 10, David Swank informed the institution's president, Edward Malloy, that the committee believed there was evidence indicating that the young woman who had become a representative of the institution's athletics interests on June 22, 1995 may have become a representative prior to that date. The committee invited the university to submit additional information so this issue could be determined. The letter further informed the university that it had three options by which it could respond; to submit no additional information and the committee would consider the issue on the materials already submitted including the evidence presented at the hearing; to submit additional information in writing for the committee to consider or to request a additional in-person hearing. The university was advised it should notify the committee within 30 days of how it wished to proceed.

In a June 21 letter, the institution's president informed the committee chair that the university decided to respond in writing to the committee's concerns. To assist in preparing its response the university requested a copy of the transcript of the June 4 hearing. The university also requested that its response be due 30 days subsequent to the receipt of the transcript.

In a June 24 letter, the committee chair agreed to the university's request for the hearing transcript and specified July 24 as the date the response would be due. The university's response was received on July 23.

Shortly after the receipt of the university's response, the enforcement staff requested the opportunity to review the institution's July 23

response and to address any issues it deemed appropriate which were raised in that document. In an August 5 letter from the committee chair, permission was granted to the enforcement staff to provide a written assessment of the university's response which was due and received on August 17.

The committee met by a telephone conference call on August 30 to consider its decision on the initial group of violations. After that telephone conference meeting, the committee withheld its report at the university's request until a second series of violations could be considered.

2. Second Series of Violations

The second series of violations also involved a young woman who was romantically involved with a football student-athlete. The young woman was a student at the university who graduated in the spring of 1998. While a student, she had been employed part-time by the university as a tutor for student-athletes and she continued her employment in that capacity after her graduation.

On Tuesday, August 31, 1999 a football administrator received a telephone call from a student at the university. She inquired about the permissibility of paying above face value for a football ticket made available through a student-athlete's complimentary admissions. The administrator informed her that players' complimentary admissions could not be sold or exchanged for any item of value, even for an amount less than the face value of the ticket. The administrator immediately contacted the head football coach who instructed him to notify the compliance office. The administrator reported the student's call to the director of compliance. By way of follow-up, the director of compliance and the associate director of athletics contacted the student and arranged to meet with her the following day.

During the follow-up meeting, the student provided specific information regarding a student-athlete's alleged attempt to sell his complimentary admissions for the Notre Dame vs. Michigan game to be played in Ann Arbor on Saturday, September 4, 1999. The student (hereinafter designated as the first student) stated that she and a friend (hereinafter designated as the second student), attended the university together as undergraduates and that they, on an occasional basis, had attended football games on student-athletes' complimentary

admissions lists during the previous season (1998). The first student stated that she never had been asked to make any sort of payment in exchange for this privilege in the past. The first student reported that the second student had contacted her a few days prior to August 31, 1999 and had indicated that they could get their names on a football student-athlete's (hereinafter designated first student-athlete) complimentary admissions list, but that they would need to pay \$50 per admission. Subsequently, the first student called the football office to inquire about the permissibility of such an arrangement.

On September 1, the associate director of athletics attempted to contact the second student. The head football coach met personally with the first student-athlete to reinforce the prohibition against selling complimentary admissions and to reassure himself that no sale of complimentary admissions to the Michigan game had or would occur. The first student-athlete denied any offer to sell his Michigan game admissions.

On September 3, the first student-athlete was informed that he would not be permitted to compete in Saturday's contest against Michigan, or in any subsequent contests, until the ticket matter had been thoroughly investigated and resolved. Following the report of the alleged offer to sell tickets, the university ordered an investigation of possible violations of NCAA legislation.

On September 8, the university associate vice president and counsel, the associate athletic director and the director of compliance interviewed the first student in an attempt to secure more detailed information regarding the attempted sale of complimentary admissions. During that interview, she provided background information about the personal dating relationship between the second student and the first student-athlete which dated back to approximately December 1997. In addition to detailing information concerning complimentary admissions, the first student provided information about the provision of possible extra benefits to friends of the second student and the first student-athlete, as well as the second student's provision of potential impermissible academic assistance to a second football student-athlete.

On September 9, university representatives interviewed the second student. She reported that she had been involved in a dating relationship with the first student-athlete which began during her

senior year (spring semester 1998) and continued until approximately August 1999. She reported loaning \$200 to the first student-athlete during her senior year (1997-98) which was still not repaid by the fall of 1998. At that time, instead of repaying her, the first student-athlete suggested that he place her name on his complimentary admission list for the 1998 football season. She accepted this form of repayment and the student-athlete placed her name on the complimentary tickets list.

During the interview, the second student reported that, since her sophomore year, she had been a tutor for the Department of Academic Services in a program that provided tutors for student-athletes. Following her graduation in 1998, her employment as a tutor was on an on-call basis. She stated that while she never had tutored the second football student-athlete, who was a close friend of the first student-athlete, that he had approached her for help on a paper for a management course in the fall semester of 1998, and that in exchange for \$20 to \$30, she had written a paper for him.

Also on September 9, the university representatives interviewed the first student-athlete. During the course of the interview, he acknowledged that he and the second student had been romantically involved for some time. He confirmed specific information about gifts exchanged during the course of their relationship and indicated which of his teammates had received such benefits. He admitted borrowing \$200 from the second student in the form of a loan, but stated that the loan was repaid in cash, not by placing her name on his complimentary admission list.

Subsequent to interviews with the known principals, university representatives interviewed three other football student-athletes who the first student-athlete said had received incidental benefits, to verify information about their receipt of extra benefits from the second student. As a result of the information developed, the university immediately declared all three student-athletes ineligible in a letter to David Price, NCAA vice president for enforcement and student-athlete reinstatement dated September 10, 1999. The university also requested immediate restoration of the eligibility of the three student-athletes following repayment of the benefits received. The university did not request reinstatement for the first student-athlete. After reviewing the information gathered during the course of the investigation, the head football coach suspended the first student-

athlete from the Purdue game on September 11. On Tuesday, September 14, the head football coach notified the first student-athlete that he had been dismissed from the team.

On September 23, after university representatives conducted a review of the investigation involving more than 40 witness interviews, the associate director of athletics submitted a detailed letter to David Price, NCAA vice-president for enforcement and student-athlete reinstatement, outlining the potential violations of NCAA legislation that were self-reported by the university. After receipt of the September 23 report, Price forwarded it to the committee for review.

On September 28, Jack Friedenthal, the current chair of the Division I Committee on Infractions, wrote to Father Edward A. Malloy, CSC, president of the university, indicating that the committee had reviewed the September 23 report and decided that the enforcement staff should initiate an inquiry in order to assess the completeness and thoroughness of the university's investigation of the issues outlined in the associate director of athletics September 23 letter to Price.

Friedenthal also indicated in his September 28 letter to Father Malloy that if: (1) the university and the enforcement staff were in agreement regarding the facts associated with the current issues; (2) no other significant potential violations were discovered that would require additional time to investigate; and (3) if a hearing was not required, then the committee's intentions were to merge the current issues with the previous pending case and release one infractions report.

On October 6, the university provided full access to all documents and investigation files compiled by the university in its investigation of these matters to an NCAA Enforcement Representative.

On October 12-13, the enforcement representative conducted follow-up interviews of several individuals on the Notre Dame campus.

On October 14, the associate director of athletics forwarded a letter outlining an additional self-reported violation involving the football program that was unrelated to the information contained in her September 23 letter to the NCAA enforcement staff. After reviewing the matter, the enforcement staff determined that it should include the October 14 self-report in the Joint Report because of their policy of forwarding reports of violations involving the sport currently under

review by the committee.

On November 1, 1999 the university and the NCAA Enforcement Staff submitted a joint report on the additional violations. On November 5, 1999, the committee met by conference telephone call to consider these new violations. Following its decision on the violations, the committee considered the penalties which should be imposed for both the first and second series of violations.

II. PRELIMINARY DETERMINATIONS

Before turning to the findings and penalties it is necessary to address several issues which were important to the decision in this case. The discussion of these issues will be divided into two sections, one section dealing with each series of violations.

A. First Series of Violations

The issues in the first series of violations concern who is responsible for the interpretation of NCAA rules, a determination of when the young woman who provided benefits to the student-athletes became a representative of the university's athletic interests, whether Notre Dame was aware or should have been aware she had become a representative, and the consideration of why this is a major violation case.

In this instance, after the university became aware that it could be in violation of NCAA rules, it reported the potential violations to the enforcement staff. Subsequently, the university agreed with the enforcement staff's suggestion that the information contained in the report should be submitted for an interpretation of legislation by the NCAA membership service staff. This interpretation stated:

"It was the opinion of the NCAA membership services staff that (the individual in question) would be considered a "representative of the institution's athletics interests" at Notre Dame per NCAA Bylaw 13.02.12, inasmuch as she had made financial contributions to the athletics department or to an athletics booster organization of that institution when she joined the Quarterback Club in June 1995. Therefore, all benefits (i.e. expenses related to trips and the receipt of gifts) would be contrary to NCAA legislation. The staff noted that the receipt of gifts and other travel-related expenses that were provided by (the individual in question) to the student-athletes that she was romantically involved with would not constitute a violation

necessarily, however, for those student-athletes that she was not romantically involved with, the receipt of the benefits appears to be a violation of NCAA legislation."

After receiving the membership services interpretation, the university then argued the committee was bound by that interpretation. The Division I Committee on Infractions asserts that it is not bound by an interpretation of rules and facts submitted by an institution after a violation of NCAA rules has occurred.

Conversely, if there is an interpretation of rules made prior to a violation of NCAA rules, the Division I Committee on Infractions is bound by such an interpretation. For an institution to seek an interpretation of the rules after a violation has occurred in an attempt to bind the Committee on Infractions, is, in the opinion of the committee, a subversion of the infractions process.

Under NCAA Bylaw 19, it is the responsibility of the Division I Committee on Infractions to administer the NCAA enforcement program and to determine if an institution has violated NCAA rules. A part of the process of determining if there has been a violation of the rules must be the interpretation of rules and, after a full review of all of the facts, the application of those rules. In considering the first series of violations, the committee reviewed over 500 pages of information submitted by the institution and conducted a more than five-hour hearing in determining if there had been violations of NCAA legislation. In reaching its decision on the first series of violations, the committee considered much more information than had been provided to the membership services staff.

Having said that, the committee, in reaching its decision, gave careful consideration to the interpretation made by the membership services staff and determined that, under the specific facts of these violations, gifts provided by the young woman to those student-athletes with whom she was romantically involved would not be a violation of NCAA rules. However, the committee is concerned with the very broad interpretations made by the membership services staff. The committee believes that there may be instances where a person becomes romantically involved with a student-athlete specifically to provide gifts and in such an instance the romantic involvement would not insulate the gifts and they could be treated as extra benefits. Likewise, employees of the institution's athletics department may be restricted from providing gifts and extra benefits even though there is some romantic involvement. The length of time of the relationship may also have an effect on whether a gift is permissible, or it is an extra benefit. For these reasons it will be necessary to decide these matters on a case by case basis, rather than accepting an interpretation that if there is any type of romantic involvement at the time the gift is made, there is no violation of NCAA rules.

A second issue involves whether the young woman became a representative of the university's athletics interests when she joined the booster club. Although the institution requested an interpretation from the NCAA membership services staff to determine if a member of the Quarterback Club was a representative of its athletics interest, it was very clear from the university's response to the letter of official inquiry that as early as April 1995 and prior to making the request to the membership staff, the university was already aware that members of booster clubs were representatives of the athletics interests. In a letter dated April 20, 1995, which was included in the university's response to the letter of official inquiry, the university notified the members of its basketball booster club (the "3-Point Club") that, by virtue of their booster club membership, they became representatives of the university's athletics interest. The letter clearly foreshadows some of the issues raised in the current case. The letter stated:

“A major potential problem area involves benefits and perks bestowed upon enrolled students-athletes by representatives of the school's athletics interests. Again, you are considered such a representative. The receipt by an enrolled student-athlete of any benefit not generally made available to the other students at the university renders that student-athlete ineligible for further collegiate athletics competition, (emphasis added) and could result in other NCAA sanctions against the university. This restriction is contained in Bylaw 16.01.1. Although the improper benefits could come in any form, typically they involve transportation, meals, cash, loans, gifts, lodging, clothes or long distance telephone use (emphasis added). Although the urge to provide something of value to our student-athletes may at times be great, please refrain from doing so in all circumstances. In short, the only relationship you should cultivate with enrolled student-athletes or prospective student-athletes is that of a fan exhibiting enthusiastic support at their athletics events. If you are contemplating any further association of any kind, please contact our University Compliance Office (219) 631-5143 in advance and receive written permission before doing so.”

It is true that the university has stated that periodically it sent similar letters to members of the Quarterback Club and has produced two such letters. One refers to Head Coach Bob Davie and thus was clearly written after the events at issue since he began his head coaching tenure in 1997. The substance of the second letter, except for the name of the sport involved, is identical in every respect to the April 22, 1995 letter to the 3-Point Club. Unfortunately the university's printed letterhead and the date do not appear in the copy produced, as they do on the 3-Point club letter, so

there is no means to ascertain when it might have been sent. In any event, no claim has been made that such a letter was ever sent to Quarterback Club members during the time that the young woman in this case was presenting student-athletes with improper gifts and benefits. If such letters had not been sent periodically, but directly to all new members as soon as they joined such a club, the young woman in this case would have learned that she had become a representative and the problems encountered by the university with gifts and benefits provided after that date might never have occurred.

Turning to the third issue, the question is whether the first series of violations constituted major violations of NCAA rules. The university argued in its written submission and at the hearing that the first series of violations is only a secondary case because it gained no competitive advantage and that the violations were isolated. Neither of these positions is accurate.

In the first instance, Notre Dame did gain a competitive advantage because a number of its athletes competed while ineligible as a result of receiving extra benefits from a representative of the institution's athletics interests. As the university itself noted in its letter to boosters quoted above, when an improper extra benefit is provided, the student-athlete is ineligible for further competition under Bylaw 16.01.1. Had the university been aware of the gifts it would have had the responsibility to declare these young men immediately ineligible for competition and then petition for reinstatement of their eligibility. In this case, after Notre Dame received the interpretation from the membership services staff that the gifts were extra benefits, it did declare the young men ineligible and petitioned for restoration of their eligibility. However, during the period between when the extra benefits were provided in the form of gifts and the declaration of ineligibility, the student-athletes participated in a substantial number of football contests and the institution received a considerable competitive advantage. As earlier referenced, in early July, 1997 an assistant football coach was made aware that the young woman had provided an all-expense paid trip to Las Vegas for two football student-athletes in order to attend the June 28, 1997 Mike Tyson - Evander Holyfield fight. Had the assistant football coach made any inquiry or turned the matter over to the compliance office, these student-athletes would have been declared ineligible as early as the first week of July, 1997 and it is conceivable that the other violations of NCAA legislation associated with the young woman would have come to light at that time.

The university also argues that these violations are isolated and inadvertent. It is difficult to understand the university's argument that these extra benefits were isolated. They involved a representative of the institution's athletics interest in a pattern of providing gifts to student-athletes which extended from June of 1995 to January, 1998. The giving of gifts may have involved only one representative of the

university's athletics interests but the gifts were provided to a number of student-athletes. It is apparent these violations were not isolated in time, number of gifts, and the number of student-athletes involved who received the extra benefits.

These violations were not the inadvertent provision of extra benefits. While the young woman reported that she was unaware that she had become a representative of the university athletics interests, it was the responsibility of the university to make those who became members of its booster clubs aware that they had become representatives of its athletics interest. The university could have done so had it sent information pertaining to NCAA rules as soon as an individual became a new member of any one of its booster clubs.

The word inadvertent is defined by Webster as not attentive or observant, heedless, due to oversight, or unintentional. These gifts do not fit the description of inadvertent gifts. These extra benefits were intentional gifts to a number of student-athletes, and some of these extra benefits were very substantial ones involving several thousand dollars. It is clear these are not the minor inadvertent or unintentional types of violations to which the NCAA rules were referring when it included the word inadvertent in the secondary violations bylaw.

B. Second Series of Violations

The university and the enforcement staff also urged that the committee consider the second series of violations as secondary violations. This is suggested for three reasons: First, it is urged that when the employee of the university provided meals and lodging to student athletes, no competitive advantage is gained. Second, that the exchange of complimentary tickets in repayment of a loan only involved one student-athlete and he was dismissed from the team. Third, that the young woman involved in these violations was not acting as a tutor and because the student-athlete she aided flunked the course in which she assisted him there was no competitive advantage gained.

The reasoning of both the university and the enforcement staff is flawed. Examining these reasons in the reverse order it is difficult to understand how one could suggest that no competitive advantage was sought by assisting a student-athlete in cheating on his course work in order for him to remain eligible and to compete in the future. The fact that the cheating did not provide enough assistance to enable him to pass the course does not lessen the violation. The only portion of the course work he passed was that part for which he received improper assistance. This violation in and of itself is a major violation because it involves academic fraud. The fact that the student-athlete the young woman assisted was not one of her assigned students does not diminish the seriousness of the violation. Her contact with that student-athlete

was as a result of her tutoring another student-athlete, so the violation arises out of her tutoring activities and she was compensated by the student-athlete for assisting him in cheating.

The second argument was that the exchange of complimentary admissions for the repayment of a loan was not a particularly serious violation because it only involved one student-athlete and he was dismissed from the team. The sale or exchange of complimentary tickets is a significant violation. What made this violation even more serious is that the student athlete was attempting to sell his complimentary admission a second year. Had not the first student brought this to the attention of the athletics department the first student-athlete would have sold his complimentary tickets a second year. Because he was discovered before the tickets were actually sold there was no violation, but his attempt to sell his complimentary tickets a second year indicates the intentional violation of NCAA rules prohibiting such a sale. As a result, this violation was neither isolated nor inadvertent.

The first point made in urging that these violations were secondary is that the lodging and meals stemmed from social relations and neither the young woman nor the student-athletes considered these actions violations of NCAA rules. It was also urged that no competitive advantage was gained. Even if there was no competitive advantage, to be a secondary violation, the acts must be inadvertent or isolated. These actions were neither isolated nor inadvertent. They involved several student-athletes over a period of several months, and while most of the amounts for meals were not significant there were significant expenditures for lodging for several student-athletes.

It should be noted that these violations primarily occurred shortly after the first series of violations had been the subject of intense news media coverage. The first series of violations involved providing meals, lodging and gifts. The second series of violations also involved meals, lodging and gifts, not to the extent of the first series of violations, but identical in type. After the first series of violations came to light, the university failed in its responsibility to properly educate and inform its staff members who have regular contact with student-athletes about NCAA rules. The university took some steps to educate its employees as noted in Part V of this report but the educational effort was insufficient to prevent the second series of violations.

III. SUMMARY OF FINDINGS AND PENALTIES.

A. SUMMARY OF THE FINDINGS OF VIOLATIONS.

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

- On numerous occasions from June 1995 through January 1998, a representative of the institution's athletics interests provided extra benefits to several football student-athletes and their friends that were contrary to NCAA extra-benefit legislation.
- During the fall of 1998 and the summer of 1999, a university employee provided extra benefits to seven student-athletes.
- During the 1998 football season a football student-athlete provided his girlfriend, who was a university employee, and her friend complimentary admissions to three football games to repay a loan.
- On one occasion a student-athlete paid a university employee to prepare an academic paper for a course in which the student-athlete was enrolled.
- A secondary violation resulting from the use of long distance telephone services by student-athletes while at a bowl game.

B. SUMMARY OF THE PENALTIES.

As stated in the response to the letter of official inquiry and also in the hearing, the university contended that the first series of violations documented in this inquiry were secondary in nature and, as a result, it did not self-impose penalties. The university also treated the second series of violations as secondary.

However, because of the length of time during which the first series violations occurred, the lavish nature of the gifts and benefits bestowed upon the student-athletes in the first series of violations, the competitive advantage which was gained, and the fact that the violations were neither isolated nor inadvertent, the committee found the first series of violations involved major violations of NCAA rules. The committee also found the second series of violations to be major violations of NCAA rules for the reasons set forth above. As a result of both series of violations, the committee imposed the following penalties:

- Public reprimand and censure.

- Two years of probation.
- Reduction by one in the maximum number of football grants-in-aid allowed for each of the following two 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.

IV. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

A. [NCAA BYLAW 16.12.2.1]

On numerous occasions from June 1995 through January 1998, a representative of the institution's athletics interests, provided extra benefits to several football student-athletes and their friends that were contrary to NCAA extra-benefit legislation. On some of these occasions, the representative of the institution's athletics interest, previously had dated these young men or became acquainted with them through social relationships. In order to pay for the majority of these benefits, the representative, utilized funds that she embezzled from her employer. Specifically:

1. On June 30 to July 2, 1995, she provided an all expense-paid trip to Las Vegas for a football student-athlete and the student-athlete's high school friend.
2. Shortly after July 3, 1995, she paid expenses for a three-day trip to New York with football student-athlete, whom she was dating, another football student-athlete, and her friend.
3. In July 1995 she paid travel expenses for a trip to Put-in-Bay, Ohio, with a football student-athlete, whom she was dating, another football student-athlete, and her friend.
4. During the spring of 1995 (prior to becoming a representative of the institution's athletics interest), she ordered a charm (valued at \$5,145) and a ring (valued at \$3,346) for a football student-athlete whom she was dating at that time. However, the special-order jewelry arrived after she and the football student-athlete had ended their romantic involvement. On July 21,

1995 after she had become a representative, she gave the ring to the football student-athlete and the charm to his cousin.

5. In August 1995, she financed an overnight trip to Chicago for a football student-athlete, whom she was dating, another football student-athlete, and her friend.
6. On or about Christmas 1996, she provided a football student-athlete a camcorder valued at approximately \$300.
7. During the weekend of June 27-28, 1997 she financed a trip to Las Vegas, Nevada, for two football student-athletes and the girlfriend of one of the student-athletes. This trip was to attend the Mike Tyson-Evander Holyfield fight. During this trip, she provided transportation costs including airfare, the hotel accommodations at the MGM Grand Hotel Resort and Casino, food expenses and fight tickets.
8. In January 1998 she provided five football student-athletes each with a ticket to a Chicago Bulls game, as well as a T-shirt. While not contained in the allegations charged, the evidence presented at the hearing revealed these tickets were provided in a private box which she had rented for the game. She provided tickets to this box to some of her other friends, as well as to the student-athletes. She personally estimated the total cost to her for the trip to the Chicago Bulls game was approximately \$20,000.

(Note: In violations IV-A-2, IV-A-3, IV-A-5 and IV-A-7, because the representative was dating a football student-athlete at that time the gifts were provided, the violation of NCAA extra-benefit legislation involves only the provision of the extra benefit to the other involved football student-athlete).

B. [NCAA Bylaws 16.02.3 and 16.12.2.1]

During the fall of 1998 and the summer of 1999, a part-time university employee provided extra benefits to four football student-athletes, one men's basketball student-athlete, one softball student-athlete and one track student-athlete.

Specifically, on one occasion during the fall of 1998, the university employee invited a basketball student-athlete and a softball student-athlete, whom she was tutoring, to dinner at a South Bend restaurant and paid the bill. On two occasions during the summer of 1999, the university employee paid for meals at another South Bend restaurant for two football student-athletes when they accompanied her and her

boyfriend to the restaurant. She paid for a meal at a third restaurant in South Bend for a track student-athlete.

On two occasions, during the summer of 1999, the university employee paid the cost of hotel rooms shared by three student-athletes one of whom was romantically with the university employee involved at the time. The university employee was not present at the hotel when the rooms were provided. The rooms were provided when the young men attended events in Indianapolis, Indiana, and later, in Toronto, Canada. On the later occasion, when the room was provided (in Toronto) a fourth student-athlete also received a lodging benefit when he shared the hotel room with the other student-athletes. During the 1998-99 academic year, the university employee provided several meals to a football student-athlete at three different restaurants in South Bend. In addition, the employee provided the football student-athlete a gift certificate to a sporting goods store as a Christmas gift in December 1998. The total amount of all of the extra benefits was approximately \$573.00.

C. NCAA Bylaws 16.2.2.1]

During the 1998 football season, a football student-athlete provided a part-time university employee and a friend of the employee complimentary admissions to one away game and two home games in lieu of repaying a \$200 loan obtained from the employee.

D. [NCAA Bylaws 10.1(b), 16.02.03 and 16.2.1]

On one occasion during the fall semester of 1998, a part-time university employee prepared a paper for a football student-athlete to submit for a credit in a course in which he was enrolled, and she received between \$20 and \$30 from the student-athlete for preparing the paper. The student-athlete eventually received an "F" in the course.

In addition to the aforementioned major violations the following secondary violation was found:

E. [NCAA Bylaws 16.02.3 and 16.12.2.1]

While at the 1999 Gator Bowl, four student-athletes used telephones in their hotel rooms to make long distance telephone calls which were charged to the university.

V. COMMITTEE ON INFRACTIONS PENALTIES.

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

A. CORRECTIVE ACTIONS TAKEN BY THE UNIVERSITY.

In determining the appropriate penalties to impose, the committee considered the institution's self-imposed corrective actions. Among the actions the university has taken or will take include the following:

First Series of Violations

1. Declared ineligible for competition the five football student-athletes who received unauthorized extra benefits from the representative of the institution's athletic interests and petitioned to restore their eligibility.
2. Disbanded the 1,400 member Quarterback Club and returned all pre-paid club dues for the 1998-99 academic year.
3. Wrote to all former club members to inform them that disbanding the club should in no way be interpreted to mean they were no longer governed by NCAA legislation.
4. Dissolved all the institution's smaller but similar fan organizations supporting the men's basketball, women's basketball, volleyball, hockey, baseball and men's lacrosse programs.
5. Required the director of athletics, to meet in person with the entire Notre Dame football team and staff on March 6, 1998 to communicate with them the importance of not accepting gifts from any person without first asking questions, even if the person appears

to be a personal friend and does not appear to be an agent, representative or booster of the university.

6. Issued, on September 9, 1998 a written memorandum from the athletic director, to all coaches and athletic department administrators reminding them to remain vigilant in attempting to know of the relationships their players establish and to continue to inquire should they learn of them receiving a benefit of any kind, even if it could possibly be a permissible one. In pertinent part, the memorandum stated:

"A failure to act by a coach or administrator, a failure to report and discuss a problem in a program, a failure to inquire into a wrongful act will be viewed as violations at least as serious as the original error or problem. Coaches and administrators must not confuse loyalty to an individual who may have erred with the loyalty that must be given to preserving the integrity of the program and department and the reputation of the university. We demand loyalty to the many who work so hard to make our programs successful and who have contributed to the reputation of the department and the university over the long, storied history we enjoy."

7. Convened a meeting of the athletic director, and head coaches in September of 1998 to emphasize in person the points made in the September 9 memorandum and to address any questions raised by the coaches.
8. Convened a meeting on August 12, 1998 where the associate athletic director, and the entire football coaching staff and the football team discussed compliance matters, including receipt of extra benefits and the circumstances surrounding the case, emphasizing the importance of reporting all gifts from anyone.
9. Disassociated the representative of the institution's athletic interests formally and irrevocably from the university.
10. Revised the performance evaluation procedures for football coaches holding them accountable for their particular players' progress off the field, both academically and personally. The purpose of this change

was to promote coaches' involvement with the particular players they coach.

11. Developed a mandatory core life skills program specifically geared toward developing good decision-making skills. This program focuses on issues such as gambling, drinking, the university and NCAA regulations, cultural diversity and career planning. Sixteen hours of programming, including a six-hour orientation is required of all incoming freshmen. In addition, in subsequent years 22.5 additional hours are required (i.e., 11.5 hours for sophomores, 7 hours for juniors and 4 hours for seniors).

Second Series of Violations

1. Accepted the resignation of the young woman who was a university employee and involved in the violations.
2. Dismissed the student-athlete from the football team who had used his complimentary tickets to cancel a loan.

B. PENALTIES IMPOSED BY THE COMMITTEE ON INFRACTIONS.

The Committee on Infractions agreed with and approved of the corrective actions taken by the university, but it imposed additional penalties because of the major nature of the violations in the case.

The committee chose not to impose all of the presumptive penalties permitted under Bylaw 19.6.2.1. The committee made this decision not to impose all of the presumptive penalties because of the actions taken by the university to institute appropriate corrective measures and the fact that only one representative of the university's athletics interest and one university employee were involved in providing the extra benefits. The additional penalties imposed by the committee are:

1. Public reprimand and censure.
2. Two years of probation from December 17, 1999 [the date of the release of the report].
3. The maximum number of athletically related financial aid awards in football that are countable under Bylaw 15.5.5.1 shall be reduced by one each during the 2000-01 and 2001-02 academic years, which

limits the institution to a total of 84 scholarships during each of those years.

4. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation, including seminars and testing, for all athletics department personnel and particularly student-athletes.
 - b. Submit a preliminary report to the director for the NCAA infractions committees, Shepard C. Cooper, by March 15, 2000 setting forth a schedule for establishing this compliance and educational program; and
 - c. File with the committee's director a annual compliance report indicating the progress made with this program on or about September 1, 2000. Particular emphasis should be placed on educational efforts for representatives of the institution's athletics interests and student-athletes with regard to legislation governing the provision of extra benefits. The report must also include documentation of the university's compliance with the penalties imposed by the committee.
 5. The institution's president shall recertify in a letter to the committee that all of the university's current athletics policies and practices conform to all requirements of NCAA regulations.
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As required by NCAA legislation for any institution involved in a major infractions case, the University of Notre Dame 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, December 17, 1999.

Should Notre Dame 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. This response may include additional information in accordance with Bylaw 32.10.5. A copy of the report would be provided to the institution prior to the institution's appearance before the appeals committee.

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.

NCAA COMMITTEE ON INFRACTIONS

Jack H. Friedenthal (Chair)
Frederick B. Lacey
James Park Jr.
Yvonne (Bonnie) L. Slatton
David Swank (former chair)
Thomas E. Yeager