



News Release

FOR RELEASE:
October 27, 2004
3 p.m. Eastern time

CONTACT:
Thomas E. Yeager, chair
NCAA Division I
Committee on Infractions
Colonial Athletic Association

MISSISSIPPI STATE UNIVERSITY **PUBLIC INFRACTIONS REPORT**

I. INTRODUCTION.

On June 12, 2004, officials from Mississippi State University, the former head football coach (henceforth, "the former head coach"), along with his legal counsel and two former assistant football coaches (henceforth, "former assistant coaches A and B") accompanied by their legal counsels, appeared before the NCAA Division I Committee on Infractions to address allegations of NCAA violations in the football program. This case was processed against the backdrop of swirling rumors and innuendo fueled by media reports and Internet chat boards reverberating with the exchange of insults and threats between supporters of competing teams. In his response, the former head coach claimed that rival fans employed private investigators in attempts to uncover violations to be used to place the university on NCAA probation. As is noted in this report, this atmosphere complicated the committee's work in determining the facts of this case.

At the hearing, the university's president made eloquent reference to the unhealthy football rivalry that exists in the southeast. He stated:

"As you already know, these are volatile times for football in the Southeast, because of the intense competition and the proximity of schools. The same out-of-hand rivalry exists within our state. Some fans of our institutions not only want their team to win on the playing field, but seek to discredit their rivals through the media and through NCAA investigations...The cultural environment for football, coupled with the instantaneous power of the Internet, is making allegations, character assassinations, and innuendo an accepted behavior..."

One of the consequences of such "out-of-hand" rivalries is increased pressure to "bend the rules," particularly with regard to recruiting. Allegations of football recruiting violations were the focus of the Mississippi State case. These alleged violations first came to light in the summer and fall of 2001 when the NCAA enforcement staff received information concerning the improper provision of lodging to two junior college

prospective student-athletes (see: Finding II-G). Additional credible information about other violations was received in January 2002, triggering the enforcement staff to begin extensive off-campus interviews during the period from January to July 2002. The university first learned of enforcement staff interviews concerning its football program in July 2002, from a media report that an NCAA investigator had been interviewing high-school coaches about the institution's football program at the Mississippi High School Coaches Association meeting in Jackson, Mississippi. Later that month, the university was requested to schedule a series of on-campus interviews with selected student-athletes for the NCAA investigators. For the next several months thereafter, the enforcement staff was in periodic contact with athletics department officials requesting additional information concerning some of the matters arising from interviews the enforcement staff was conducting.

The enforcement staff sent the notice of allegations to the university and the involved coaches on December 2, 2003. The responses to the notice of allegations were received from the university and the three involved coaches in mid-April 2004. As indicated earlier, the hearing was conducted on June 12, 2004.

Both prior to and during the hearing counsel for the former head coach accused the enforcement staff of various instances of misconduct in the course of the investigation. The committee takes such allegations very seriously as they are directed at the integrity, objectivity, and fairness of the process. In consequence, the committee gave very careful consideration to these allegations, as well as any supporting information provided by counsel and any refuting information provided by the enforcement staff or university. The committee concluded that the allegations of misconduct were unsubstantiated. In any situation, such allegations would be quite troubling. In this case, they underscored the high level of distrust and the "cultural environment for football in the "Southeast" decried by the university president.

This case also involved individuals who provided information in their initial interviews with the enforcement staff but who, after media exposure of their identities and information, seemed to recast the information initially provided or to deny providing information. This too was very troubling to the committee. The committee paid careful attention to the initial information provided by each of these individuals as to its internal consistency and the degree to which it was corroborated as well as to the later information, its internal consistency, and the degree to which it was corroborated, and to any particular instances where the later information contradicted earlier information. By so doing, the committee assured itself that there was a solid and substantial basis of reliable information, from these individuals and from all other information in the record, supporting any committee findings. Several highly publicized allegations, including allegations made against the former head coach, were not found.

The university is a member of the Southeastern Conference. It has an enrollment of approximately 15,400 students and sponsors seven men's and nine women's intercollegiate sports. This was the university's fifth major infractions case. Prior cases were in 1986 (men's and women's basketball, women's tennis, women's golf and women's softball), 1975 (football) and in 1967 (men's basketball). The university's most recent appearance before the committee was in 1996, in another case involving the football program. Because the violations in this case occurred within five years of the starting date of the penalties in the 1996 case, the university was a "repeat violator" under NCAA Bylaw 19.5.2.3 and therefore subject to additional sanctions.

II. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

A. VIOLATIONS OF RECRUITING LEGISLATION. [NCAA Bylaws 13.01.3, 13.01.5, 13.02.13.2, 13.1.1.1, 13.1.2.1, 13.2.1, 13.2.2-(b), 13.2.2-(e), 13.2.2-(g), 13.2.2-(h), 13.2.4.1, 13.7.1.1, 13.7.5.4, 13.7.6 and 13.8.2.1]

Beginning in the fall of the 1998-99 academic year and continuing through January of the 1999-00 academic year, and while recruiting two prospective student-athletes from the Hattiesburg, Mississippi area (henceforth, "prospects 1 and 2"), former assistant coach A and a representative of the institution's athletics interests (henceforth, "representative A") were involved in recruiting violations with prospects 1 and 2. These violations included (1) impermissible in-person recruiting contacts, and (2) arranging impermissible employment. Former assistant coach A also provided impermissible transportation and lodging expenses for visits to campus for prospect 2, which resulted in prospect 2 receiving two expense-paid visits to the university's campus. Finally, during prospect 2's official paid visit to the institution's campus, the young man's student host gave at least \$30 cash to prospect 2. The young man eventually enrolled at another institution. Specifically:

1. During the early stages of the 1998 fall semester, former assistant coach A told prospect 1 (during a telephone conversation) to expect a call from representative A whom former assistant coach A described to be a booster of the program, and an individual who could assist the young man in getting a job if he wanted one. Representative A subsequently called prospect 1 and met with him in person.
2. Concerning former assistant coach A's arrangements to have a booster contact prospect 2, during a telephone conversation in the fall of 1999,

former assistant coach A told prospect 2 about representative A and that the representative would be in contact with him. Representative A then called prospect 2 and asked prospect 2 to come to his office so that he could meet him. Prospect 2 then went to the representative's office where he gave \$30 in cash to prospect 2 after the young man moved some file boxes. Representative A then made approximately three other calls to prospect 2 asking him if he wanted to earn some money performing odd jobs for representative A, but prospect 2 declined each time.

3. Concerning the impermissible in-person contacts during the 1998-99 academic year with prospect 2, while he was a junior in high school, former assistant coach A made in-person contact with prospect 2 outside the locker room immediately after a football game. Also, in May, after former assistant coach A had attended a spring football practice session, former assistant coach A spoke with prospect 2 as they walked off the practice field to the locker room.
4. Concerning impermissible payment of transportation and lodging expenses on prospect 2's unofficial visit, during a telephone conversation with prospect 2 and his grandparents in the fall of 1999, prospect 2 agreed to make an unofficial visit to attend the institution's contest against the University of Mississippi on Thanksgiving night. After being told that prospect 2's car was not reliable, former assistant coach A instructed prospect 2's grandmother (henceforth, "the grandmother") to rent a vehicle for prospect 2 to drive to attend the game (a one-way distance of approximately 185 miles). Former assistant coach A said he would reimburse her for the cost of the rental. On November 24, the grandmother rented a Mitsubishi Galant from Enterprise Leasing Company in Hattiesburg with her Visa credit card. During subsequent telephone conversations, prospect 2 told former assistant coach A that he wanted to stay overnight because the game was at night. Former assistant coach A advised prospect 2 that no rooms were available in Starkville where the game was to be played, but that arrangements had been made for prospect 2 to stay at a motel in near-by Columbus, Mississippi. This was confirmed by a telephone call with an enrolled student-athlete (henceforth, "student-athlete 1") who told prospect 2 that they (student-athlete 1 and prospect 2) would be spending the night in Columbus. Prospect 2 did not believe he would have to pay for the room.

On the morning of the game on November 25, prospect 2 and his then girlfriend and the then girl friend of student-athlete 1 drove the rental car

to Starkville and attended the institution's football game that evening. After the game, prospect 2 met student-athlete 1 in the locker room, and prospect 2 and his girlfriend used the rental car to follow student-athlete 1 and his girlfriend to a Columbus area motel. Neither prospect 2 nor his girlfriend paid for their room. The next morning, prospect 2 and the two young ladies returned to Hattiesburg in the rental car. The charge of the rental car was \$168.68.

5. Concerning impermissible employment, during a telephone conversation in December 1999, former assistant coach A asked prospect 2 if he needed a job, and prospect 2 stated that he did. Former assistant coach A then instructed prospect 2 to apply for employment at a department store located in Hattiesburg, which prospect 2 did. A couple of days later, prospect 2 was notified to report to the shipping dock at the department store for employment, which he did. Prospect 2 worked at the department store for approximately two months and was paid at approximately the minimum wage rate. On his first day on the job, former assistant coach A came by and had a brief conversation with prospect 2 and the store manager of the department store (henceforth, "the store manager"), who was also a representative of the institution's athletics interests.
6. Concerning the impermissible expenses paid during prospect 2's official paid visit, prospect 2's mother, stepfather and grandparents accompanied prospect 2 on the visit. Later that evening after checking into the Starkville hotel on the Friday of prospect 2's official visit, former assistant coach A told the grandmother that he had the "package" he owed her. Former assistant coach A then handed her a \$100 bill and several smaller bills (totaling less than \$168.68) and said it was to reimburse her for the cost of the rental car prospect 2 used in November, as described in subparagraph 3. On Saturday morning prior to the grandparent's departure from Starkville, former assistant coach A gave a white envelope containing approximately \$75 cash to the grandfather to reimburse him for the cost of the motel room for which prospect 2 had originally paid cash for the night before. Each of prospect 2's grandparents were also provided with three meals, one on Friday and two on Saturday, at no cost. Finally, the enrolled student-athlete, who was assigned to be prospect 2's student host, gave at least \$30 to prospect 2 for his personal use.

Committee Rationale

The institution disputed many of the facts of each subparagraph of this violation and denied that any major violations occurred, particularly those involving former assistant coach A. The institution does acknowledge that the following occurred in what they viewed as secondary violations: (1) in Finding II-A-2, that representative A paid \$30 to prospect 2 for moving file boxes (2) in Finding II-A-4, that the enrolled student-athlete paid one night's lodging costs for prospect 2; (3) in Finding II-A-6, that prospect 2 received reimbursement for one night's lodging and meals at no cost during prospect 2's official paid visit; and (4) also in Finding II-A-6, that prospect 2 received \$30 during his official paid visit. Former assistant coach A denied his involvement in the violations.

With specific reference to Finding II-A-1, the institution and former assistant coach A denied the facts of the finding and that a violation of NCAA legislation occurred. Both the university and former assistant coach A maintained that prospect 1 knew representative A as a result of the representative's interest and involvement with local high school football programs, and thus there was a prior relationship between prospect 1 and representative A. Specifically, in a January 9, 2004, interview with university investigators, prospect 1 said that he introduced himself to representative A at a high school game and that former assistant coach A never told him to expect a call from representative A. He said he had known representative A since before his recruitment by Mississippi State in that representative A was a regular at Hattiesburg High School games.

In contrast, during interviews with the enforcement staff in April 2002 and February 2003, prospect 1 reported that in the fall of 1998, during a telephone conversation, former assistant coach A told the prospect that representative A was a booster and if prospect 1 needed employment, representative A "knew a lot of people." Subsequently, prospect 1 met representative A at his office, and representative A made several telephone calls to the prospect. The committee noted that prospect 1's description of how he met representative A is very similar to how prospect 2 described how he met representative A one year later as set forth in Finding II-A-2.

Former assistant coach A acknowledged that he had known representative A since the 1980s and, during the recruitment of prospect 1, he engaged in numerous telephone conversations with representative A. Former assistant coach A denied that he asked representative A to contact prospective student-athletes on behalf of the university or for him, but he did admit that because of his conversations with representative A, it was possible that representative A was aware that prospect 1 was being recruited by the university. Representative A confirmed that he and former assistant coach A were friends. Representative A reported that when former assistant coach A recruited in the

Hattiesburg area, former assistant coach A would tell him who the university was recruiting and who the "hot" prospects were. However, representative A denied that former assistant coach A ever asked him to contact a prospective student-athlete.

The committee noted that in two separate interviews with the enforcement staff (conducted in 2002 and again in 2003), prospect 1 reported that former assistant coach A let him know that representative A could help him obtain employment. The committee also noted that prospect 1 provided a different story to the university when he was interviewed in early 2004. In the interim between the 2003 interview with the enforcement staff and the 2004 interview in which he changed his story, media stories appeared in which prospect 1 was named. As indicated in the introduction of this report, the public climate was "out-of-hand." At the time of the initial two interviews prospect 1 was enrolled at member institutions and obligated to provide truthful information or risk losing eligibility to compete. Moreover, his description not only was believable and consistent but in substantial and material ways it mirrored information provided by prospect 2 with regard to the conduct of former assistant coach A in identifying representative A as a source of employment. In light of all this, the committee found that prospect 1 provided truthful information in his initial two interviews and on the basis of that information, as well as other information in the record, found that the violation occurred as set forth in Finding II-A-1.

Findings II-A-2 through II-A-6 involve prospect 2 and in some instances members of his family. In making its findings that violations occurred, the committee found that prospect 2 and his family was credible and that the facts as relayed by them were both internally consistent and supported by other information in the record.

Concerning Finding II-A-2 (and similar to what was reported by prospect 1), prospect 2 reported that former assistant coach A alerted him to representative A and said that representative A would call. Prospect 2 said that this occurred in the fall of his senior year. Although he was from the same hometown and a teammate of prospect 1, prospect 2 stated that previously he had not heard of representative A. Prospect 2 reported that when representative A telephoned to introduced himself, he told the young man where his office was located, and asked prospect 2 to come by and meet him. Prospect 2 went to representative A's office shortly thereafter and was paid \$30 by representative A after the young man moved some boxes.

The university's response asserted that prospect 2 told the institution that he met representative A in early fall or late summer of 1999 and that former assistant coach A was involved in arranging either a call or meeting between him and representative A. Prospect 2 told the university that former assistant coach A knew that he was working for representative A. He explained that whenever he told former assistant coach A that he

was short on cash, former assistant coach A would tell him to go see "(representative A's first name)." During both his interviews with the staff and institution, prospect 2 explained that he felt uncomfortable about his relationship with representative A and ended it. Prospect 2 told the institution that he was concerned that the relationship with representative A would get him in trouble. Prospect 2 stated that former assistant coach A encouraged him to keep in touch with representative A because the representative was a good person, but the young man decided not to do so.

Assistant coach A's telephone records confirm that there were many calls between representative A and former assistant coach A during the summer of 1999 through February 2000. The monthly break down is as follows:

July 1999	2	November 1999	4
August 1999	2	December 1999	6
September 1999	4	January 2000	20
October 1999	5	February 2000	14

As earlier established, former assistant coach A acknowledged a relationship with representative A and the telephone calls.

Prospect 2's grandmother told NCAA investigators that she remembered representative A calling the home often to speak with her grandson.

Representative A reported that prospect 2 came to see him for employment at an accounting firm where he was employed at the time. Representative A stated that he had no idea why prospect 2 decided to contact him and speculated that either a high school teammate (previously referenced as "student-athlete 1") or the coaches at Hattiesburg High School referred prospect 2 to representative A.

Prospect 2 provided consistent information to both the staff and the university regarding how he met representative A. The committee believed that prospect 2 would have no motive to fabricate former assistant coach A's role in introducing him to representative A or denying that he knew representative A through other means. Any contact with representative A would be impermissible, regardless if he knew him before. Based on the evidence, the committee concluded that violation occurred as set forth in the finding.

In reference to Finding II-A-3, impermissible recruiting contact by former assistant coach A with prospect 2 during his junior year, the university believes there is insufficient evidence to support a finding that impermissible contacts by former assistant coach A with prospect 2 occurred. Former assistant coach A denied that he had impermissible contact with prospect 2.

Prospect 2 was interviewed by the enforcement staff on two occasions and by the university once. Prospect 2 reported that he initially met former assistant coach A while attending the university's 1998 summer football camps. Prospect 2 explained that while former assistant coach A was recruiting a teammate who eventually enrolled at Mississippi State (student-athlete 1), former assistant coach A attended a couple of Hattiesburg High football games, and after the games, former assistant coach A spoke with him. He added that during the spring of 1999, former assistant coach A attended a Hattiesburg spring football practice session. While he was walking to the locker room, former assistant coach A walked along side of him and told him that he (prospect 2) was "looking good" and "keep up the good work."

During the university's interview, prospect 2 was questioned about contact that former assistant coach A made with him outside the locker room in conjunction with football games or practices. When asked why he remembered that the contact was during his junior year, prospect 2 stated: "I used to see him (former assistant coach A) all the time during my junior year 'cause we had the best two receivers in the state, (prospect 1 and student-athlete 1), so I used to see him (former assistant coach A) all the time." When asked how many times he remembered talking to former assistant coach A after games, prospect 2 responded that he spoke with former assistant coach A several times but could not pinpoint now (three and one-half years later) which game in his junior year or senior year the contacts occurred. When asked by the university if it would be correct that on one occasion former assistant coach A made an in-person contact with him outside the locker room during the fall of his junior year immediately following a home football game, prospect 2 replied, "You would be correct." When asked by the university if former assistant coach attended a spring football practice session and spoke with him as he walked off the practice field to the locker room, prospect 2 answered that he could not be certain but thought it likely that he probably did talk to him while walking to the locker room. Prospect 2 reiterated that former assistant coach A talked to him a lot and it was hard for him to pinpoint when the conversation took place.

The committee noted that university travel records reflect that in the fall of 1998, former assistant coach A was in the Hattiesburg area from September 30 through October 3; October 15 and 16; and November 19 and 20. The records also show that during the spring of 1999, former assistant coach A was in the Hattiesburg area from May 2-6, and on May 17. In former assistant coach A's response, he acknowledged that he attended Hattiesburg High School games during prospect 2's junior year while recruiting prospect 1 and student-athlete 1, who were seniors at that time. Former assistant coach A also acknowledged that he attended a spring practice session at Hattiesburg High School in 1999.

Based on its review of the evidence, including the consistent statements of prospect 2, the committee concluded that the violation occurred as set forth in Finding II-A-3.

In reference to Finding II-A-4, the only portion that is not contested is the fact that prospect 2 received one night's lodging in a hotel on Thanksgiving night, 1999 while he was making an unofficial visit to the university in order to attend the annual Egg Bowl contest between Mississippi State and the University of Mississippi. The institution does not believe that there is sufficient evidence to conclude that former assistant coach A arranged for prospect 2's lodging expenses or that he provided money to the grandmother for the rental car expenses. While former assistant coach A was aware of prospect 2's visit, he denied that he was aware of the details or involved in arranging for prospect 2's lodging or paid the rental car expenses. The enforcement staff believed that former assistant coach A was responsible for arranging prospect 2's lodging with student-athlete 1 and that he provided money to prospect 2's grandmother as partial payment for the rental car expenses paid as explained in II-A-6.

In specific reference to prospect 2's hotel stay in the Starkville area after an unofficial visit to the university, prospect 2 reported that former assistant coach A invited him to the university's campus in Starkville in order to attend the annual "Egg Bowl" contest against the University of Mississippi on Thanksgiving night. He reported two telephone conversations with former assistant coach A prior to traveling to the university for the game. (University phone records show four calls by former assistant coach A to prospect 2 in November 1999.) During the first conversation, prospect 2 told former assistant coach A that because the contest was at night, he wanted to stay overnight. In a subsequent telephone conversation, former assistant coach A told prospect 2 that he could not get a room in Starkville but had made arrangements for him to stay at a hotel in near-by Columbus, Mississippi. Prospect 2 stated that when former assistant coach A told him that arrangements had been made for a hotel room, he assumed that he would not be required to pay for the hotel room. Prospect 2 also mentioned that he talked with student-athlete 1 before the trip and that student-athlete 1 knew he was coming to the game. Prospect 2 stated that he drove to the university's campus with his girlfriend, and student-athlete 1's girlfriend. After the game, he went to the locker room to see student-athlete 1. Student-athlete 1 who was aware that prospect 2 was driving his (student-athlete 1's) girlfriend to campus told prospect 2 to wait for him until he showered and dressed. After showering and dressing, student-athlete 1 then instructed prospect 2 to follow him to a Columbus motel, which he did. Prospect 2 did not know before the trip that student-athlete 1 and his girlfriend also would be staying at a motel with him and his girlfriend. It was prospect 2's understanding that former assistant coach A was making arrangements for him only. Once student-athlete 1 told him to follow him to a hotel in Columbus, prospect 2 presumed that former assistant coach A had arranged for student-athlete 1 to take him to the Columbus motel because former assistant coach A had told him that he

would be staying overnight in Columbus. It seemed logical to prospect 2 that former assistant coach A would coordinate the lodging through student-athlete 1 because both young men were Hattiesburg High teammates. Prospect 2 stated that if student-athlete 1 had not taken him to the motel, he would have contacted former assistant coach A. Prospect 2 stated that he did not pay for the room, and he did not know who did so.

In interviews with the NCAA and the university, student-athlete 1 acknowledged that he spent the night after the Thanksgiving night game "in a hotel somewhere in the Starkville/Columbus area with (prospect 2) and (our) girlfriends." He repeated that he had spoken to prospect 2 about bringing his girlfriend to the game. As best he could recall, he paid for both rooms with a credit card. Despite his assurances to produce such a record, student-athlete 1 was unable to produce any documentation of the charge, but he did, however, produce documentation that on November 26, the day after the Mississippi vs. Mississippi State game, he bought gasoline with his debit card at a Columbus service station. This was the only credit/debit card student athlete 1 possessed at this time.

The committee concluded that, based on all the information, including that supplied by several individuals, generally corroborating each other, including an absence of any plausible explanation as to why prospect 2 would fabricate former assistant coach A's involvement in this situation, the committee concluded that former assistant coach A arranged the impermissible lodging for prospect 2 as set forth in Finding II-A-4.

With specific reference to payment of rental car expenses described in Finding II-A-4, the grandmother reported that when her grandson (prospect 2) was invited to attend the Thanksgiving night game, she told former assistant coach A that her grandson's vehicle was unreliable. The grandmother reported that former assistant coach A instructed her to rent a vehicle for prospect 2 to make the visit, and he (former assistant coach A) would reimburse her a specific amount of the cost. The grandmother provided the rental paperwork that indicated on Wednesday, November 24, 1999, she used her credit card to rent a Mitsubishi Gallant from an Enterprise car rental franchise in Hattiesburg that was returned Friday, November 26 at 10 p.m.; the total cost of the rental was \$168.68. At the time the car was returned, \$100 was paid in cash and \$68.68 was charged to the grandmother's credit card. In January 2000 (approximately six weeks later), on the Friday evening of prospect 2's arrival on campus for his official visit in January 2000, former assistant coach A told the grandmother that he would give her what he owed to her. Sometime later, while the grandmother was alone in the motel lobby waiting for a van, former assistant coach A handed her a \$100 bill and a couple of bills of smaller denominations. The grandmother remembered that the amount of cash she received from former assistant coach A was less than the \$168.68 rental cost because that was more than former assistant coach A had agreed to pay. Prospect 2 corroborated his grandmother's contention that former assistant coach A promised to pay for the rental of

the car. He told the university that during a phone conversation with former assistant coach A, there was a discussion about renting a car for him to attend the university's home football game. Prospect 2 stated that he was not sure who initiated the discussion about renting a car, but former assistant coach A told him to rent a car from Enterprise. When asked by the university if former assistant coach A spoke to his grandmother, prospect 2 stated that either representative A or former assistant coach A spoke with her about renting the car, and that either representative A or former assistant coach A assured his grandmother that she would be reimbursed. Prospect 2 initially explained to the institution that representative A repaid his charges, then stated: "(Former assistant coach A) gave her the money when we went to Starkville on our visit."

A review of former assistant coach A's telephone records reflected several calls to prospect 2's grandparents' residence leading up to the November 24, 1999, unofficial visit. Specifically, on November 1, there was a call for 26 minutes; on November 2, there was a call for one minute; on November 16, there was a call for 10 minutes and on November 23, the day before the visit, there was a call for just over one minute.

Based upon the evidence, including an assessment of the credibility of the grandmother, whom the committee believed lacked any motive to fabricate a story about former assistant coach A's involvement in this violation, the committee concluded that former assistant coach A did, in fact provide the funds in question to the grandmother as set forth in Finding II-A-4.

With reference to Finding II-A-5, the arrangement of impermissible employment for prospect 2 by former assistant coach A, the university believed the evidence is conflicting as to whether former assistant coach A was involved in directing prospect 2 to the department store. The university believed that prospect 2 arranged his own employment without assistance of the university and therefore contended that prospect 2's employment at the department store was permissible. It was former assistant coach A's position that student-athlete 1 had arranged employment for prospect 2's employment at the department store, as reported by the store manager.

Prospect 2 reported that he was asked by former assistant coach A during a telephone conversation if he needed anything and if he had a job. When the young man responded that he was interested in employment (because he did not like the job he currently had at a steak house), former assistant coach A told him to go to the department store and complete an application for employment, which he did. A short time later, he received a telephone call instructing him to report for work. On his first day of employment (December 22, 1999), while prospect 2 was on the department store's shipping dock, he saw former assistant coach A with an individual whom prospect 2 believed was the store manager. They walked over to prospect 2 while he was working and former assistant

coach A made a comment regarding how good the university's football team would be when the prospect enrolled at the university. During prospect 2's interview with the university and in response to a question about how he got the job at the department store, he reported that the store manager was an alumnus of the university and a friend of either representative A or former assistant coach A. Prospect 2 told the university that he was told by representative A or former assistant coach A to talk with the store manager. Prospect 2 told the university the following about the job:

"I know how I got the job. I knew who hired me. I mean, like, sometimes, I might not go for maybe a week or two and just go back and nobody would say nothin' to me, and then, I mean, it was like I went when I wanted to, did what I wanted to do, nobody really said nothin'. I mean, I knew what kind of job it was. It was wrong."

Prospect 2 also told the enforcement staff that he was uncomfortable with the department store employment because (1) he was hired without an interview, (2) no one at the department store provided any direction regarding his responsibilities, (3) former assistant coach A and the store manager made a visit with him on his first day on the job while he was on the loading dock, and (4) prospect 2 was not terminated when he failed to report for work.

Prospect 2's grandmother corroborated prospect 2's belief that former assistant coach A arranged the job. In two interviews with the enforcement staff, the grandmother reported that her grandson told her that "(former assistant coach A) or somebody" got him that job at the department store. She also stated, "It was somebody from the alumni here." The grandmother referred to her grandson's employment at the department store as a "joke".

In an interview with the university and the enforcement staff, the store manager denied that former assistant coach A asked him to give a job to prospect 2. He acknowledged that prospect 2 was hired in package pick-up but only worked for three or four days and then failed to report to work. The store manager acknowledged that he knew former assistant coach A from alumni meetings and was aware that former assistant coach A recruited the Hattiesburg area. The store manager also acknowledged that former assistant coach A may have stopped by the department store. The store manager also reported that student-athlete 1's father was formerly employed by the department store and asked if the store manager might consider hiring his son after the young man graduated from high school. The store manager claimed that he asked student-athlete 1's father to have his son stop by the department store and complete an employment application. He reported that during a phone conversation with student-athlete 1, that student-athlete 1 mentioned that prospect 2 also wanted a position at the department store and that student-athlete 1 and prospect 2 were interested in working during the holiday

period. The store manager reported that prospect 2 came to the department store and completed an application, but student-athlete 1 never did so.

During a subsequent interview with the store manager, he gave a different story of his discussion with student-athlete 1 about a job for prospect 2. The store manager stated that after reading about student-athlete 1's success at the institution, the store manager told student-athlete 1's father that if student-athlete 1 was interested in employment whenever he returned to Hattiesburg, to have him come see the store manager because the manager might be able to give him a job. The store manager reported that student-athlete 1 contacted him about a job but never came in for an interview. The store manager claimed that student-athlete 1 called him again and this time told the store manager that his friend, prospect 2, wanted to apply for a job. The store manager claimed that he told student-athlete 1 to have his friend come in, and that prospect 2 did come in, was interviewed and hired. The store manager did not recall former assistant coach A visiting prospect 2 at the department store, but acknowledged that such a contact could have happened while prospect 2 was employed there.

In interviews conducted both by the university and the enforcement staff, student-athlete 1 denied that he knew the department store's manager. He refuted the store manager's statements that he contacted him about a job. Student-athlete 1 also denied that former assistant coach A ever discussed the possibility of employment for him at the department store or that he ever made application for employment at the department store. During his interview with the university, student-athlete 1 reported that he never discussed a job at the department store with prospect 2 and added that he was not aware that prospect 2 worked at the local department store.

In an interview conducted by the enforcement staff and the university, former assistant coach A reported that the store manager was a Mississippi State alumnus whom former assistant coach A met on one occasion when he was in Hattiesburg. Former assistant coach A reported that in December 1999, he made an in-person contact with prospect 2 at the local department store. (University recruiting records confirmed that the contact occurred on December 22.) Former assistant coach A stated that he did not know how he learned that prospect 2 was employed by the department store but speculated that prospect 2's grandparents may have told him.

The committee noted that former assistant coach A's response contained a signed statement from student-athlete 1 which, contrary to what he told both the enforcement staff and university, that he did speak to the store manager and that he (student-athlete 1) told prospect 2 about the opportunity for employment at the department store. The statement read, in part:

"During the time I was home from college for the Christmas holidays in the fall of 1999, my father, told me that he had run into his old employer, manager of the department store in Hattiesburg, and asked him if I could apply for work at the department store. My father told me that (the store manager) said that I should give him a call."

In that statement, student-athlete 1 also claimed that he called the store manager and was told to come to the department store and complete an application. The store manager purportedly told student-athlete 1 that prospect 2 could complete an application for the department store employment. Student-athlete 1 stated that he decided not to apply because of the brief period he would be home for the holidays. Student-athlete 1 now claimed, however, that he told prospect 2 about the opportunity for employment at the department store.

The committee did not find student-athlete 1's signed statement to be credible. First, student-athlete 1 denied, during a July 2002 interview with both the university and the enforcement staff, that he had any contact with the store manager about employment at the department store, thus, refuting the statement of the store manager. Second, the committee noted that student-athlete 1's statement in former assistant coach A's response was dated March 24, 2004, well after many details of this case were publicized and information in the custodial file indicated student-athlete 1's prior denials of any involvement in the employment of prospect 2. Third, it would have been nearly impossible for student-athlete 1 to have assisted prospect 2 with the employment at the department store "during the time (he) was home from college for the Christmas holidays in the fall of 1999," because in December 1999 the university's football team was preparing for the 1999 Peach Bowl that was played in Atlanta on December 30, and, according to the institution, the football team practiced on campus until December 22. The team was dismissed on that date for short holiday break before reporting to Atlanta on the afternoon of December 25. According to the university's response, the department store's employment records indicated that prospect 2 did not begin his employment until December 22, 1999. Since the Mississippi State team practiced that day, it would have been impossible for student-athlete 1 to have played the role in arranging employment for prospect 2 as he described in his written statement.

Finally, there appeared to be no explanation as to how student-athlete 1 (or his father) would have known that prospect 2 was looking for a job, since prospect 2 was still in Hattiesburg completing high school and student-athlete 1 was enrolled at the university during the time in question. On that issue, the following exchange took place during the hearing:

Committee Member: One of the things that I find odd here is this whole story is that (student-athlete 1 and his father) knew that (prospect 2) is looking for a job and (student-athlete 1) makes the phone call...So where is it that you find information that (student-athlete 1 and his father) knew that prospect 2 wanted a job, and that student-athlete 1 then decides to help out and make a phone call? Where is that connection?

University: I don't have that connection.

Based on all the information in the record, the committee concluded that a violation of NCAA legislation occurred as set forth in Finding II-A-5.

With reference to Finding II-A-6, the provision of impermissible expenses by former assistant coach A during prospect 2's official paid visit, the university agreed that someone at the institution provided reimbursement to prospect 2's grandfather for his room and that this constituted a violation. However, it does not believe there is sufficient evidence to conclude that former assistant coach A was that individual. The university did not offer any alternative explanations as to who may have provided the reimbursements. Former assistant coach A denied the allegation.

Prospect 2's grandfather (henceforth, "the grandfather") was interviewed on three occasions by either the university or the enforcement staff. In two interviews with the enforcement staff, the grandfather reported that, while on campus for his grandson's official visit and prior to departing for home, former assistant coach A gave him an envelope containing approximately \$70 to reimburse him for the cost of his motel room. In his subsequent interview with the university, the grandfather confirmed that he received the reimbursement, but stated that he did not recall who provided it.

In two interviews with the enforcement staff, the grandmother reported that her husband (the grandfather) paid for the room initially but was reimbursed before leaving campus. She explained that during a telephone conversation with former assistant coach A, she said that her grandson's mother and stepfather would be accompanying them on her grandson's official paid visit. Upon arrival at the motel, former assistant coach A gave a key for a room to her and her husband. The grandmother reported that she gave the key back to former assistant coach A and told him to give the room to her grandson's mother, and that she and her husband would pay for a room, which they did. Former assistant coach A then told the grandfather to pay for a room and that former assistant coach A "would take care of it." On Saturday, prior to prospect 2's departure, former assistant coach A gave an envelope containing cash to reimburse the grandfather for the cost of the room.

Prospect 2 told the university that he was upset when he learned that his grandparents would have to pay for their hotel room. He reported that he complained to someone, "most likely coach (former assistant coach A) cause that's the only person I really talked to." Later in the university's interview, prospect 2 stated specifically that former assistant coach A told him he would arrange for his grandparent's room cost to be "taken care of." Prospect 2 reported that sometime after his grandparents paid for their room, "(former assistant coach A) gave him (his grandfather) the money back." In his interview with the university, prospect 2 reported that his grandfather told him of this reimbursement by former assistant coach A.

The committee concluded that based upon the evidence, including the initial consistent statements by the grandfather to the enforcement staff, the lack of motive for either of prospect 2's grandparents to falsely accuse former assistant coach A of this violation, combined with the fact that former assistant coach A was prospect 2's primary recruiter and had frequent contact with prospect 2's family, that the violation occurred as set forth in Finding II-A-6.

B. IMPROPER RECRUITING CONTACTS; RECRUITING INDUCEMENTS. [NCAA Bylaws 13.01.3, 13.0.1.4, 13.01.6, 13.2.1, 13.2.2-(b) and 13.2.2-(e)]

During the period from the fall of the 2001-02 academic year through August 2002 while recruiting a prospective student-athlete (henceforth, "prospect 3"), former assistant coach B violated NCAA recruiting legislation when he made impermissible recruiting telephone calls to prospect 3 and arranged to pay the cost of two high-school courses prospect 3 took at the Education Center in Jackson, Mississippi; courses needed by prospect 3 to attain NCAA eligibility. Further, former assistant coach B further assisted prospect 3 by providing him with cash for his personal use.

Concerning the arrangements with the Education Center, during a telephone conversation with prospect 3 in the spring of 2002, former assistant coach B suggested that prospect 3 enroll in two summer school courses at the Education Center, so that he could attain academic eligibility at Mississippi State. During a May 2003 visit to prospect 3's high school in May, former assistant coach B gave an Education Center application form to the head football coach (henceforth, "the high-school head coach"), and asked him to give it to prospect 3, which he did. Former assistant coach B also spoke to an assistant football coach at the high school (henceforth, "the high-school assistant coach") and a representative of the university's athletics interests, about prospect 3's enrollment in classes at the

Education Center. The high-school assistant coach subsequently transported prospect 3 round trip from Brandon to Jackson (a distance of approximately 36 miles). At the Education Center, prospect 3 met with the Education Center principal (henceforth, "the principal"), as he had been instructed to do by former assistant coach B and was enrolled in two courses (physical science and advanced world geography). Prospect 3 began classes June 6, 2002, but was not required to pre-pay for the courses, even though the Education Center's policy was that classes be paid for on or before the first day of class. Specifically:

1. On July 21, 2002, (and at the conclusion of the courses), prospect 3 told former assistant coach B during a telephone conversation that he did not have the \$800 he owed to the Education Center. Former assistant coach B told prospect 3 not to worry, and, "We will get the money to you." The high-school assistant coach subsequently arranged to meet prospect 3 at the Brandon field house where the high-school assistant coach gave at least three \$100 bills to prospect 3. He instructed prospect 3 to use the money to pay the Education Center and to bring him (the high-school assistant coach) a receipt so that former assistant coach B would reimburse him. Previously, former assistant coach B also had told prospect 3 to obtain a receipt. The high-school assistant coach also said that they would get the rest of the money owed to the Education Center later. On July 24, prospect 3 made a \$300 cash payment to the Education Center.
2. In early August, the high-school assistant coach telephoned prospect 3 and told the prospect to meet him at the high school. Prospect 3 went to the school where the high-school assistant coach gave him at least \$375. Prospect 3 deposited \$400 in his checking account August 8. On September 5, the Education Center principal told prospect 3 that because the high school would only accept one of the two courses from the Education Center, prospect 3 would only be required to pay for one course. Prospect 3 then made a \$100 payment to the Education Center, and the credit for the physical science course was transferred.
3. During a subsequent telephone conversation with former assistant coach B and after prospect 3 explained that he was only responsible for paying for one class (\$400), former assistant coach B told prospect 3 to keep the balance of the money given to him by the high-school assistant coach for the courses (approximately \$375).

Committee Rationale

The enforcement staff and institution agreed on many of the facts concerning prospect 3's enrollment in courses at the Education Center, but disagreed that former assistant coach B arranged for the high-school assistant coach to provide funds to prospect 3 to pay for the courses. Former assistant coach B also denied that he violated NCAA legislation.

There was consensus that former assistant coach B instructed prospect 3 to take classes at the Education Center in Jackson, Mississippi. Former assistant coach B brought the application from the Education Center and gave them to the high-school head football coach at prospect 3's high school, who, in turn, provided them on to prospect 3 for him to complete. The high-school assistant coach, whose brother had been a football student-athlete at the university and who was a friend of former assistant coach B, drove prospect 3 to the Education Center to register for the classes. Contrary to policy, prospect 3 was allowed to start classes at the Education Center, which began June 6 and ended July 21, without paying the tuition in advance. The cost of each course was \$400; \$800 for two courses. Prospect 3 paid \$400 for one of the courses; however, since only one of the two courses would transfer back to his high school, the center did not require payment for the second course. The committee noted that prospect 3 made an oral commitment to attend Mississippi State on June 5. The aforementioned information is not in dispute.

Prospect 3 was jointly interviewed by both the institution and NCAA enforcement staff in the spring of 2003. Contrary to the university's response, which indicated prospect 3 had initiated contact with the NCAA enforcement staff on this matter, in reality; it was the enforcement staff who first contacted prospect 3 in order to question him about the issues in question. The enforcement staff characterized prospect 3 as a "reluctant witness" who cooperated because he was required to do so under NCAA ethical conduct legislation. In his interview, prospect 3 recalled that, during a telephone conversation with former assistant coach B, former assistant coach B advised prospect 3 that he should enroll in two courses at the Education Center and instructed him to contact the Education Center's principal when he enrolled. Former assistant coach B gave Education Center application materials to the high-school head coach to give to prospect 3. Prospect 3 reported that he then received a telephone call from the high-school assistant coach, who drove prospect 3 to the Education Center where he met the principal and registered for physical science and advanced world geography courses. When prospect 3 saw the tuition prices on the application, he knew that he could not afford the courses. Prospect 3, who had believed that the tuition had to be paid at registration, was relieved when the principal advised him that the tuition could be paid on the first day of class. However, even though he did not have the money by the first day of class, he was allowed to complete the course. Prospect 3 stated that he was surprised that he was permitted to attend classes without having paid the tuition. Prospect 3 reported that initially, former assistant coach B

wanted prospect 3 to pay the cost of the courses, and the young man thought that he might be able to do so. However, sometime during the last week of summer school (July 21-27), prospect 3 reported that he received a bill for the tuition, realized that neither he nor his mother could pay it, and called assistant coach B for advice. (Note: university records reflect that prospect 3 telephoned former assistant coach B on July 21). According to prospect 3, former assistant coach B told the young man not to worry about it and said, "We'll get the money to you."

(Note: regarding payment of the tuition costs, prospect 3 is the only individual acknowledging handling any money to pay the tuition and both the high-school assistant coach and former assistant coach B deny any involvement whatsoever in paying prospect 3's tuition. During prospect 3's interview with the enforcement staff and the institution, he reported two separate cash transactions occurring near July 24 (\$400) and near August 8 (\$375). The committee noted that prospect 3's bank records and the payment record at the Education Center together corroborate prospect 3's recollections that he received cash from former assistant coach B at two separate times, the dates that he received the cash, and the amounts he recalled receiving. The committee also noted that these records indicate that prospect 3 confused the order in of the two cash payments (i.e., the \$375 was the first and the \$400 was the second).

Shortly after the July 21 telephone call with assistant coach B, prospect 3 reported that the high-school assistant coach telephoned him, instructed him to meet him at the high-school field house, which he did, and it was there that the high-school assistant coach gave him four \$100 bills (\$400) and told the young man, "We'll take care of the rest later." During this transaction, the high-school assistant coach instructed prospect 3 to bring him the receipt so that former assistant coach B could reimburse him at a later time. Prospect 3 used the money received from the high-school assistant coach to pay for one of the Education Center courses (payment was made July 24) and, as instructed, brought a receipt to the high-school assistant coach. (Note: according to the Education Center records, prospect 3 paid \$300 for one course July 24 and made another \$100 payment September 5.) Prospect 3 reported that approximately three weeks later, he received a second phone call from the high-school assistant coach, who again instructed the young man to meet him at the high school. Prospect 3 complied, and during that meeting the high-school assistant coach then gave an additional \$375 to prospect 3 for payment of the second course at the Education Center. However, before he paid for the second course, prospect 3 learned that the high school would accept only one of the courses and reached an agreement with the Education Center principal so that he only had to pay for the course that transferred to the high school. Prospect 3 reported that, during a subsequent telephone conversation with former assistant coach B, he explained to the coach that he was not required to pay for both courses and asked what he should do with the money he received from the high-school assistant coach. According to prospect 3, former assistant

coach B told him to keep the money; after which prospect 3 reported that he deposited the \$400 cash in into his checking account. At the instruction of former assistant coach B and the high-school assistant coach, prospect 3 never told anyone about the funds he received.

Prospect 3's bank records corroborate his statement that he deposited \$400. According to his bank statement, he made a \$400 deposit to his checking account August 8. His bank statements reflect the following account activity and information: Prior to June 3, 2002, prospect 3's checking account had a balance of (-) \$12.75; a June 3 deposit of \$50 increased the balance to \$37.25; a June 5 deposit of \$20 increased the balance to \$57.25; June 6, \$50 was withdrawn leaving a balance of \$7.25; June 19 a debit of \$5.01 left \$2.24 in the account. There was no further activity until August 8 when \$400 was deposited. (Note: As indicated earlier, prospect 3 reported that the high-school assistant coach gave him \$400 and then \$375. Prospect 3's checking account records reflect a \$400 deposit on August 8, a date much closer to the second reported payment.)

Prospect 3's mother was present during her son's interview with the institution and staff. She confirmed that she and her son did not have the financial means to pay the tuition at the Education Center. She remembered being curious as to how her son could pay for two summer courses, and her son told her that "coach (last name shared by the high-school head football coach and former assistant coach B)" gave him the money for summer school. At the time, she thought her son was referring to the high-school head football coach, and not former assistant coach B. Prospect 3's mother confirmed that she received a bill from the Education Center for her son's tuition but never made any payments.

The high-school head football coach was jointly interviewed by the staff and the university in the spring of 2003. He recalled that former assistant coach B provided the application materials to him for prospect 3. When the high-school head football coach saw the cost of the Education Center courses, he knew it would be an issue for prospect 3's family.

The Education Center principal was jointly interviewed by the institution and staff in the summer of 2003. She reported that she enrolled all students and personally admitted prospect 3 to the Education Center and thought this occurred prior to May 24. The principal assumed that prospect 3 did not have the money to pay the tuition and reported that there was no discussion about the cost of the courses because that information was listed on the application. It was also the principal's understanding that prospect 3 was employed by a pizza establishment and would have the funds to pay the tuition when classes began. On the first day of class, the principal learned that prospect 3 had not paid the tuition. During two subsequent meetings, prospect 3 told the principal that he was

using earnings from a job to pay the tuition because his parents could not afford it. The principal reported that she asked the prospect to make a partial payment, and that on July 24, the last day of summer school, the young man made a \$300 tuition payment. The principal reported that prospect 3 was notified by telephone that he still had to pay the \$100 balance before the credit for the physical science course was transferred. Prospect 3 made a \$100 cash payment on September 5 when the principal told the young man that since the second course would not transfer, he would not be required to pay for the course.

Former assistant coach B acknowledged his involvement in providing the Education Center application packets to the high-school head coach for prospect 3, that he encouraged the young man to attend summer school at the Education Center and that he advised that he should see the principal if he enrolled at the Education Center. He denied that he ever discussed the cost to attend the Education Center with prospect 3. Former assistant coach B reported that he told prospect 3 that the Education Center was located in Jackson and "might" have asked the high-school assistant coach to show prospect 3 where the Education Center was located. Former assistant coach B denied that he passed funds through the high-school assistant coach to prospect 3 to pay for the young man's Education Center costs. Former assistant coach B acknowledged that during the 2002 summer, prospect 3 placed a telephone call to his cell phone. He stated that he answered without knowing the call was from prospect 3 and reported the call to the university's compliance coordinator as recruiting contact violation. The date of the call was July 21. Former assistant coach B did not recall having any other conversations with prospect 3.

The high-school assistant coach was prospect 3's position coach. He reported that former assistant coach B told him that prospect 3 needed to take classes at the Education Center to be (NCAA) eligible. The high-school assistant coach stated that he volunteered to drive the young man to the Education Center, which he did. Although the high-school assistant coach had no idea how prospect 3 was going to pay for the Education Center courses, he believed that prospect 3 was employed at a local pizzeria. When asked, the high-school assistant coach denied that he gave cash payments of \$400 and \$375 to prospect 3. The high-school assistant coach acknowledged that he may have placed telephone calls to prospect 3 on one or two occasions during the 2002 summer and that the calls were made to determine prospect 3's progress in the Education Center courses. The high-school assistant coach could not recall having any telephone conversations with former assistant coach B during the 2002 summer but acknowledged that he saw former assistant coach B in Jackson at the state coaching clinic in July.

From the evidence, the committee concluded that the high-school assistant coach was the logical choice as an individual who could assist former assistant coach B with the activities described in this finding, and one who would "cover" for former assistant coach

B if he were ever questioned it. First, the high-school assistant coach attended the university and his younger brother was recruited and signed as a football student-athlete by the institution. Second, he had taken prospects from his high school to Mississippi State camps and home football games. Third, as a result of the aforementioned activities, and the fact that former assistant coach B and the high-school assistant coach shared the same hobbies of hunting and fishing, the two had developed a friendship. Moreover, institutional phone records revealed calls from former assistant coach B to the high-school assistant coach during the summer, but not to any other coach at the high school. Based on his involvement in this finding, the committee concluded that the high-school assistant coach became a representative of the university's athletics interests.

The university and former assistant coach B attempted to cast doubt on prospect 3's credibility. It was suggested by the university that because prospect 3 ultimately did not qualify academically to attend Mississippi State his "ego" may have somehow motivated him to report the information implicating former assistant coach B in this violation. The committee found this assertion without support. Counsel for the university opined that prospect 3 reported the violations because he was being vindictive toward the high-school assistant coach, his position coach, as a result of some sort of conflict. However, the high-school head coach characterized the relationship between prospect 3 and his position coach as "typical."

The committee found the information provided by prospect 3 relating to this finding to be credible. The following chart summarizes the information he provided and how it was corroborated:

Information prospect 3 reported	How corroborated
Prospect 3 completed Education Center summer school application.	Both former assistant coach B and the high-school head coach corroborated that prospect 3 received an Education Center application from assistant coach B through the high-school head coach.
Prospect 3 reported that the high-school assistant coach drove him to the Education Center to register, and former assistant coach B told him to contact the principal at the Education Center when he registered.	The high-school assistant coach confirmed the transportation. The principal and former assistant coach B confirmed that she was the individual whom prospect 3 was to contact for registration purposes.

Prospect 3 reported that he attended the first day of summer classes at the Education Center, June 6 but not required to pay for the classes at that time.	The principal corroborated that prospect 3 was permitted to attend classes without paying tuition up front, contrary to Education Center policy.
Prospect 3 reported that he placed a telephone call to former assistant coach B to advise that he owed the money for the courses but could not afford to pay the tuition, which was due on July 24.	Prospect 3's mother and the principal confirmed that the Education Center contacted the prospect 3's mother about payment. Former assistant coach B's telephone records confirm that prospect 3 called him on July 21.
Prospect 3 reported that on the last day of summer classes, he used the money provided by the high-school assistant coach to make a \$300 tuition payment to the Education Center.	Education Center records confirm that prospect 3 made a \$300 cash payment on July 24, the last day of class.
Prospect 3 reported that he deposited \$400 to his checking account after he received the second provision from the high-school assistant coach.	Prospect 3's bank records showed a \$400 deposit on August 8.
Prospect 3 reported that he had to pay for only one course at the Education Center.	The principal corroborated that prospect 3 was not required to pay for the course that did not transfer. On September 5, prospect 3 paid the \$100 balance for the course that did transfer.
Prospect 3 reported that he told former assistant coach B during a telephone conversation that he did not have to pay for the second course.	Assistant coach B placed a 14-minute telephone call to prospect 3 on September 3 and again for six minutes on September 9.
In the summer of 2002, prospect 3 told his mother that "coach (last name shared by both former assistant coach B and the high-school head coach)" was paying for his classes.	Prospect 3's mother confirmed that her son said "coach (last name shared both assistant coach B and the high-school head coach)" was paying for course, but thought he met the high-school coach.

In the end, the committee believed that prospect 3 had no motive to provide the information implicating assistant coach B set forth in this finding, unless it was true. He did not seek to have this information brought to the attention of the NCAA, but rather was compelled to provide it when confronted by the NCAA enforcement staff and his obligation to provide complete and truthful information. The young man had every intention of attending Mississippi State, and, in fact, had orally committed to attend the

university on June 5, 2003. In an effort to become academically qualified so that he could attend the university, and at the suggestion of former assistant coach B, he began classes at the Education Center the very next day. The university's football staff clearly wanted the young man to be a part of their program, but could not accept him because he failed to qualify academically. As demonstrated above, information provided by prospect 3 proved to be credible. An analysis of the evidence, including records from the Education Center and prospect 3's bank, statements of individuals who had knowledge of the circumstances, combined with the credibility of prospect 3, led the committee to conclude that violations of NCAA recruiting legislation occurred as set forth in this finding.

C. IMPERMISSIBLE RECRUITING INDUCEMENTS DURING OFFICIAL PAID VISITS. [NCAA Bylaws 13.01.3, 13.2.1, 13.2.2-(b), 13.2.2-(e), 13.7.5.4 and 13.7.5.5-(a)]

On three occasions during the 1999-00 and 2000-01 academic years and during the official paid visits to the institution's campus of three prospective student-athletes, their designated student-athlete hosts gave cash or souvenirs to the prospects.

1. In December 2000, during the visit of a prospective student-athlete (henceforth, "prospect 4") the young man's student host (henceforth, "student-athlete 2") gave an envelope containing at least \$30 to prospect 4 for the young man's personal use.
2. In January 2000, during the visit of a prospective student-athlete (henceforth, "prospect 5"), the young man's student host gave \$20 of the permissible entertainment money to the prospect for the young man's personal use.
3. In December 2000, during the visit of a prospective student-athlete (henceforth, "prospect 6"), either the young man's student host or another football student-athlete purchased a pair of black cross trainer shoes from a local store at a cost of approximately \$50 for prospect 6.

Committee Rationale

The institution and the enforcement staff were in disagreement on the facts of this violation and that a violation of NCAA legislation occurred. In subparagraphs 1 and 2,

the institution believed that the information relating to the findings was in conflict, and therefore can not conclude that a violation of NCAA legislation occurred. In subparagraph 3, the institution did not believe that the evidence supports a finding that the student host purchased a pair of shoes for prospect 5 and that a violation of NCAA legislation occurred.

In reference to Finding II-C-1, prospect 4 reported that during dinner time of both nights of his official visit, student-athlete 2 gave an envelope to him that contained cash. Prospect 4 did not know the reason student-athlete 2 gave him the money and speculated that it was because he (prospect 4) was a recruited prospective student-athlete. Prospect 4 did not recall signing a receipt for the money and did not recall if he was reimbursed for mileage. Prospect 4 spent approximately \$20 of the money on fast food, soft drinks and antacid. During the May 11, 2004, prehearing conference, the institution informed the enforcement staff that at dinner time on the first night of the official paid visit, the eligible prospects were given an envelope containing cash for reimbursement for mileage. According to the institution, prospect 4 was reimbursed \$61.75. The enforcement staff agreed with the institution that one of the envelopes of cash that prospect 4 reported receiving was reimbursement for mileage.

In an interview conducted jointly by the institution and the enforcement staff, student-athlete 2 reported that he served as a student host on four or five occasions, but denied that he ever gave cash to a prospect.

The committee concluded that the information provided by prospect 4 was credible and that he had no reason to fabricate it. The committee also took into consideration the fact that, as set forth in Finding II-A-6, prospect 2 received \$30 during his official paid visit, a finding that was not contested. Based upon this, the committee concluded that the violation occurred as set forth in Finding II-C-1.

In reference to Finding II-C-2, prospect 5 reported that his student host (henceforth, "student-athlete 3") was a former high-school teammate and son of his high-school head football coach. Prospect 5 recalled that on Saturday night of his official visit, student-athlete 3 gave \$20 of the entertainment money to him. Prospect 5 explained that student-athlete 3 gave him the money because he (his host) had spent only a small amount of the money on prospect 5's entertainment.

Student-athlete 3 confirmed that he was asked by either former assistant coach A or B to serve as the host for prospect 5. According to student-athlete 3, that was the only time he was asked to serve as a student host. He denied giving any money to prospect 5.

Similar to Finding II-C-1, the committee concluded that the information provided by prospect 5 was credible and that he had no reason to fabricate it, especially considering that his host was a former high-school teammate and son of his high-school football coach. As with Finding II-C-1, the committee again took into account the provision of \$30 to prospect 2 during his official paid visit (Finding II-A-6). Based upon these factors, the committee concluded that the violation occurred as set forth in Finding II-C-2.

In reference to Finding II-C-3, prospect 6 reported that after dinner on the Friday evening of his official visit, he went with his host (henceforth, "student-athlete 4") and another student-athlete (henceforth, "student-athlete 5") to a local sporting good store so that student-athlete 5 could pick up a pair of shoes he had on layaway. Prospect 6 reported that while window shopping, he saw a pair of black cross trainer shoes that he liked and that student-athlete 4 offered to purchase the shoes for him. Prospect 6 recalled that student-athlete 4 paid cash for the shoes, and when the purchase was made, student-athlete 5 was in another area of the store.

Student-athlete 4 was interviewed twice. In his first interview, he denied that he had ever served as a student host or was ever provided entertainment money. Student-athlete 4 acknowledged that he spoke with prospect 6 while the young man was on campus for an official visit, that he gave the prospect a campus tour and discussed the university with him. He denied that he went anywhere with prospect 6 that weekend. However, in a subsequent interview, after being shown official paid visit records of the prospect, student-athlete 4 recalled that he was prospect 6's host and acknowledged that he did obtain entertainment money for use in hosting prospect 6. Sometime on the Friday night of prospect 6's visit weekend, student-athlete 4 recalled asking student-athlete 5 to take over as host for prospect 6, and, in doing so, student-athlete 4 claimed that he gave to student-athlete 5 the envelope with the money that was to be used for prospect 6's entertainment.

Student-athlete 5 acknowledged that he served as a student host for the weekend of prospect 6's official paid visit December 15-17, 2000. Student-athlete 5 recalled going to (the local sporting goods store referenced earlier) with some prospects to purchase a pair of basketball shoes that were being introduced on the market and that he had put the shoes on hold. Student-athlete 5 also acknowledged that prospect 6 could have been one of the prospects he hosted and that it was possible he received money from student-athlete 4 for the purpose of hosting prospect 6, but did not recall it. Student-athlete 5 did not recall student-athlete 4 being at the sporting goods store with him.

The committee concluded that prospect 6 had no reason to fabricate the information he reported regarding the receipt of the shoes. Moreover, student-athletes 4 and 5

corroborated specific details of the events and circumstances surrounding the provision of the shoes as described by prospect 6.

D. IMPERMISSIBLE RECRUITING EXPENSE REIMBURSEMENT. [NCAA Bylaw 13.6.2.2]

On two occasions during the 2001-02 and 2002-03 academic years, the university reimbursed three prospective student-athletes from Hamilton High School in Memphis, Tennessee, for round-trip automobile expenses incurred while traveling to campus for their official visits even though their high-school head football coach used his vehicle to provide the transportation to the young men. Specifically:

1. On January 14, 2002, the university made a cash payment of \$120.75 to a prospective student-athlete (henceforth, "prospect 7") even though the young man's high-school head football coach used his automobile to provide transportation.
2. On December 6, 2002, the university made cash payments of \$132.86 each to two prospective football student-athletes when the young men's head football coach provided them transportation.

Committee Rationale

The enforcement staff and institution were in agreement with the facts of this finding and that violations of NCAA legislation occurred. The institution believed these violations were secondary. The committee found the violations as specified in Finding II-D, and considering the number of violations in this case, concluded that these violations were part of a pattern of recruiting violations which, considered collectively, rose to the level of "major" in nature.

E. IMPERMISSIBLE COST FREE HOUSING. [NCAA Bylaw 13.2.2-(h)]

During the period January 9-20, 2001, and while the university was recruiting two football prospective student-athletes, the general manager of a local hotel permitted the young men to reside at the hotel's annex at no cost to them. The local hotel was a representative of the university's athletics interests.

Committee Rationale

The enforcement staff and institution were in agreement with the facts of this finding and that violations of NCAA legislation occurred. The committee concluded that the violations occurred as set forth in Finding II-E.

F. IMPROPER RECRUITING CONTACTS BY ATHLETICS REPRESENTATIVES. [NCAA Bylaws 13.01.3, 13.01.4, 13.01.5 and 13.1.2.1]

During the fall of the 1999 through January 2002 representatives of the university's athletic interests made improper in-person recruiting contacts with prospective student athletes being recruited by the institution. Specifically:

1. In the fall 1999, former assistant coach A invited a prospective student athlete (henceforth "prospect 8") and his parents to a dinner at a hotel in Biloxi, Mississippi, that was sponsored by either an alumni association or the institution's Bulldog Club. At the dinner, former assistant coach A introduced prospect 8 and his parents to a number of individuals who were also representatives of the institution's athletics interests, who encouraged prospect 8 to attend the institution.
2. In January 2000, during the official paid visit to the institution's campus of prospect 5, former assistant coach A introduced the young man to a former student-athlete at the institution, who was a current player in the National Football League and a representative of the institution's athletics interests (henceforth, the "professional athlete"). The conversation was approximately five minutes in length and took place at an off-campus restaurant, where the institution frequently took prospective student-athletes and their parents for meals.
3. In the summer of 2000, during the institution's summer football camp, a then member of the football staff introduced two prospective student-athletes (henceforth, "prospects 9 and 10") to a representative of the institution's athletics interests (henceforth, "representative B"). Prospect 9 also met with representative B at his office in the state capitol on two other occasions during that summer.
4. In the fall of 2000, during an unofficial visit to watch a home football game, student-athlete 2 introduced prospect 10 to representative B.

5. In January 2002, a prospective student-athlete (henceforth, "prospect 11") and the young man's mother met with the president of a local bank and a representative of the institution's athletics interests (henceforth, "representative C") in representative C's office. Representative C spoke to prospect 11 about his experiences at the institution and that he hoped the young man would enroll there. Representative C knew that prospect 11 was being recruited by the institution and had met with the former head coach and two former assistant coaches A and B, earlier in the day. During his conversation with the coaches, representative C learned that the coaches had just met with prospect 11. Representative C assumed that the coaches had encouraged the young man to meet with him.

Committee Rationale

The enforcement staff and institution were in agreement with the facts as set forth in Findings II-F-1, 3, 4 and 5 and that violations of NCAA legislation occurred. The university did not conclude as to whether a violation occurred in regard to Finding II-F-2. Former assistant coach A denied any responsibility for the contact violations in Findings II-F-1 and II-F-2. The committee concluded that violations of NCAA recruiting contact legislation occurred as set forth in Findings II-F 1-5.

With reference to Finding II-F-1, in an interview with the enforcement staff, prospect 8 reported that during a telephone conversation in the fall of 1999, former assistant coach A invited him and his parents to a university dinner. Prospect 8 and his parents believed that the dinner had been organized by the university alumni for prospects in the area. When they arrived at the dinner, prospect 8 and his parents quickly realized that it was inappropriate for them to be at the dinner. Prospect 8 recalled that a number of people introduced themselves and encouraged him to consider the university. Prospect 8 recalled that former assistant coach A told boosters that prospect 8 was going to be the university's "next tight end."

Prospect 8's father confirmed that while his son was being recruited, he his wife and son attended a university dinner. Prospect 8's father recalled that former assistant coach A extended the invitation while former assistant coach A was visiting his (the father's) business. Prospect 8's father recalled that he was under the impression that other prospective student-athletes and their parents also would be in attendance at the dinner. Prospect 8's father had mixed emotions when he arrived at the dinner and realized that his son was the only prospect at the dinner. Although prospect 8's father was proud that his son had been invited to this function, he felt uneasy that his son was the only prospect at the dinner. Prospect 8's father reported that a number of people at the dinner

congratulated him and his wife regarding their son's accomplishments and told them that they would like to see prospect 8 attend Mississippi State.

Based upon the information provided by prospect 8 and his father, who, in the committee's estimation, had no reason to fabricate this information, combined with the lack of credibility of former assistant coach A, the committee found this allegation as set forth in Finding II-F-1.

With reference to Finding II-F-2, prospect 5 reported that on Friday evening of his official paid visit and as he was about to be seated at the restaurant, former assistant coach A told him that he wanted prospect 5 to meet a former player who was now playing in the NFL. Prospect 5 followed former assistant coach A to another section of the restaurant where former assistant coach A introduced prospect 5 to the professional athlete. Prospect 5 recalled that the professional athlete stated that he had enjoyed his time at the university, the university was a good place and that former assistant coach A was a good coach. (Former assistant coach A was the professional athlete's position coach when he was a student-athlete at the institution.)

In an interview conducted by the university, the professional athlete claimed to have "no recollection" of prospect 5 or of meeting him.

Based upon the specific information provided by prospect 5, his lack of motive to provide false information about this incident, and notwithstanding the information provided by the professional athlete, the committee concluded that a recruiting violation occurred as set forth in Finding II-F-2.

G. UNETHICAL CONDUCT. [NCAA Bylaws 10.1 and 10.1-(c)]

Former assistant coach A did not on all occasions deport himself in accordance with the generally recognized high standards of honesty normally associated with the conduct and administration of intercollegiate athletics due to his involvement in Findings II-A and II-F-1 of this inquiry.

Committee Rationale

The enforcement staff concluded that former assistant coach A violated the principles of ethical conduct for his involvement in Findings II-A and II-F-1, while the institution and former assistant coach A concluded that former assistant coach A's involvement in the findings was minimal, and therefore, ethical conduct legislation was not violated.

Based upon the committee's conclusions that former assistant coach A did, in fact, knowingly violate NCAA recruiting legislation as set forth in Findings II-A and II-F-1, the committee concluded that assistant coach A violated NCAA ethical conduct legislation.

H. UNETHICAL CONDUCT. [NCAA Bylaws 10.1 and 10.1-(c)]

Former assistant coach B did not on all occasions deport himself in accordance with the generally recognized high standards of honesty normally associated with the conduct and administration of intercollegiate athletics due to his involvement in Finding II-B of this report.

Committee Rationale

The enforcement staff alleged that former assistant coach B violated the principles of ethical conduct for his involvement in Finding II-B and another allegation which was not found by the committee. Because the university and former assistant coach B disputed the facts set forth in Finding II-B, neither believed that former assistant coach B violated NCAA ethical conduct legislation.

Based upon the committee's conclusion that former assistant coach B did, in fact, knowingly violate NCAA recruiting legislation as set forth in Finding II-D, the committee concluded that assistant coach B violated NCAA ethical conduct legislation.

III. ALLEGATIONS OF MAJOR VIOLATIONS NOT FOUND BY THE COMMITTEE.

1. An allegation that the former head coach offered a substantial recruiting inducement to a prospect and his family.
2. An allegation that former assistant coach B offered a substantial recruiting inducement to a prospect's family. Because no violation was found, this allegation played no part in any findings made against former assistant coach B or penalties imposed upon him.
3. An allegation of unethical conduct against the former head coach.

IV. PENALTIES.

For the reasons set forth in Parts I and II of this report, the Committee on Infractions found that this case involved numerous major violations of NCAA legislation, many falling within the "repeat violator" timeframe from the previous case which also involved the football program. Of additional concern to the committee was that both the 1996 case and this case involved the football program and a coaching staff that should have been extra attentive to the heightened consequence a repeat violator faces if it is involved in major violations. Yet, as the record will indicate, the former football staff engaged in improper recruiting activities throughout this period, seemingly more concerned with purported conspiracies to discredit them by supporters of rival teams, rather than with attentive compliance with the rules. In the committee's view, these factors were significant aggravating factors when evaluating the repeat violator penalties.

In determining the appropriate penalties to impose, the committee considered the institution's self-imposed penalties and corrective actions as noted. (Note: the institution's corrective actions are contained in Appendix Two.) The penalties imposed by the committee are as follows:

- A. Mississippi State University shall be publicly reprimanded and censured.
- B. The university shall be placed on four years of probation beginning June 12, 2004, and concluding on June 11, 2008, (four years from the date of the hearing).
- C. The institution's football team shall end its 2004 season with the playing of its last regularly scheduled, in-season contest and shall not be eligible to participate in any postseason competition or take advantage of any of the exemptions provided in Bylaw 17.11.5.2.
- D. The university shall be limited to no more than 81 total grants in football for both the 2005-06 and 2006-07 academic years. (Note: the university had self-imposed a limit of 83 total grants in football for the 2005-06 academic year only.)
- E. The number of expense paid visits to the institution's campus in the sport of football shall be limited to 45 for both the 2004-05 and 2005-06 academic years. Further, the university shall not "bank" any of the unused visits from the 2004-05 and 2005-06 academic years and add them to the total visits available in subsequent years. (Note: NCAA Bylaw 13.7.1.6 specifies that Division I-A football programs are permitted up to 56 official paid visits per year.)

- F. Former assistant coaches A and B have been informed in writing by the NCAA that, due to their involvement in certain violations of NCAA legislation found in this case, if they seek employment or affiliation in an athletically related position at NCAA member institutions during a two-year period (June 12, 2004, to June 11, 2006), they and the involved institutions shall be requested to appear before the Division I Committee on Infractions to consider whether the member institutions should be subject to the show cause procedures of Bylaw 19.5.2.2-(1), which could limit their athletically related duties at the institutions for a designated period.
- G. During this period of probation, the institution shall:
1. Continue to develop and implement a comprehensive 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;
 2. Submit a preliminary report to the director of the NCAA Committees on Infractions by December 15, 2004, setting forth a schedule for establishing this compliance and educational program; and
 3. File with the committee's director annual compliance reports indicating the progress made with this program by June 15 of each year during the probationary period. Particular emphasis should be placed on adherence to NCAA recruiting legislation and educational efforts aimed at reducing recruiting violations. The reports must also include documentation of the university's compliance with the penalties (adopted and) imposed by the committee.
- H. At the conclusion of the probationary period, the institution's president shall provide a letter to the committee affirming that the university's current athletics policies and practices conform to all requirements of NCAA regulations.
-

As required by NCAA legislation for any institution involved in a major infractions case, Mississippi State University shall be subject to the provisions of NCAA Bylaw 19.5.2.3, concerning repeat violators, for a five-year period beginning on the effective date of the penalties in this case, October 27, 2004.

Should Mississippi State or any involved individual 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.

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 legislative bodies 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.

NCAA COMMITTEE ON INFRACTIONS

Paul T. Dee
Jack H. Friedenthal
Alfred J. Lechner, Jr.
Josephine R. Potuto
Thomas E. Yeager; chair

APPENDIX ONE

CASE CHRONOLOGY.

2001

Summer and fall – The enforcement staff initially investigated information concerning the improper provision of lodging to two-year junior college prospects. This information was shared with the institution, which also conducted interviews on this matter.

2002

January – Additional information was reported to the enforcement staff of other potential rules violations in the institution's football program. Responsibility for the processing of the case was moved to a new investigator and director.

January to July – The enforcement staff conducted off-campus interviews before going on campus to interview student-athletes and coaches.

Fall – A meeting between the NCAA staff, the institution's director of athletics and conference commissioner was held, during which an update on the scope of the investigation was provided. The enforcement staff explained that a letter of preliminary inquiry (now notice of inquiry) was justified at that time but preferred not to send one until further investigation was completed. The institution later indicated that it did not wish to receive the letter at that time.

2003

March 6 – A letter of preliminary inquiry was sent to the institution's chief executive officer.

December 2 – A notice of allegations was sent to the institution's chief executive officer.

December 10 – Release of the notice of allegations to the public under Freedom of Information Act.

2004

March 30 – The institution responded to the notice of allegations.

March 31 – Former assistant coach B submitted his response and stated that he had adopted the formal response of the institution with regard to the allegations involving him.

April 14 – The former head football coach's response was submitted.

April 14 – Former assistant coach A's submitted his response.

May 11 – Prehearing conference with the institution was conducted.

May 14 – Prehearing conference with former assistant coach B was conducted.

May 17– Prehearing conference with former assistant coach A was conducted.

May 19 – Prehearing conference with the former head football coach was conducted.

June 11 – University officials and the former head coach as well as former assistant coaches A and B attended a hearing with the NCAA DI Committee on Infractions.

October 27 – Infractions Report No.227 was released.

APPENDIX TWO

CORRECTIVE ACTIONS:

1. In January 2001, as a result of misuse of a telephone credit card assigned to former assistant coach A by student-athletes at a local community college (where former assistant coach A's son was enrolled and a member of the football team), the university stopped recruiting all football prospective student-athletes from this community college for the 2000-01 academic year. Further, former assistant coach A was advised that he would not be allowed to recruit at this community college for two years.
2. In March 2001, as a result of the secondary violation involving former assistant coach A's contact with prospect 3, the football program was restricted to only six football coaches on the road during the spring 2001 evaluation period. Also, a letter of reprimand was issued to former assistant coach A. Former assistant coach A subsequently resigned his position.
3. As a result of issues related to official visits and student hosts, a new official visit form has been developed and implemented to better document transactions relative to host money and mileage money on official visits. The form includes rules for use of host money to be covered with student-athletes serving as hosts when they receive and sign for the host money.
4. The compliance office has enhanced the monthly compliance meetings for coaches by bringing in personnel from areas such as housing, internal audit, and international student admissions office, etc., to inform coaches of policies and procedures of these departments relevant to the athletic department. Also, conference personnel and law enforcement personnel have been added to the agendas of these meetings.
5. The coordinator of compliance has been issued an athletic department cell phone and all coaches have the number in case they need compliance assistance after hours or on the weekends. Several potential violations have been avoided by being able to give compliance assistance to coaches who were on the road recruiting.
6. The compliance department has set up an email group so that all new interpretations from the Legislative Services Data Base (LSDBi) on the NCAA website, correspondence from the conference, and other related materials can be emailed immediately to all athletic staff. Hard copies of these communications are posted in mailrooms and one individual in each sport office is designated with responsibility for distributing the information to those coaches who do not access e-mail.

7. The compliance manual for the department has been updated and distributed to all athletic department personnel. A copy of the manual will be provided to the director of the Committees on Infractions for review by the member of the committee.
8. A brochure entitled "Do's and Don'ts" containing information alumni and friends of the university need to know about NCAA rules is being provided to the Bulldog Club and the ticket office for distribution in their mailings. The Alumni Association also distributes the brochures at all of their chapter meetings.
9. The annual recruiting phone audit of football, basketball and baseball coaches has been expanded to include random auditing of coaches in all sports.
10. Personnel of the compliance office are present at the home football games to monitor the player's parent ticket gate, the prospect gate and recruiting center.
11. Personnel of the compliance office travel with the football team to all away contests to monitor the player parent gate. Beginning with the 2004-05 season, compliance office personnel also will travel with the men's basketball team.
12. Personnel of the compliance office are present at the recruit/player parent gate at all home men's basketball games and at conference baseball games.
13. In addition to the "beginning of the year meeting" with each team to complete NCAA required paperwork and discuss compliance matters, the compliance staff has started meeting with all teams at the spring semester to update the student-athletes on compliance matters and answer any questions.
14. The compliance coordinator and the assistant compliance coordinator attend the monthly meetings of the student-athlete advisory counsel to provide compliance updates and answer questions.
15. There is a meeting at the beginning of each academic year with mandatory attendance for all student-athletes. The president and the director of athletics conduct this meeting. Topics such as rules compliance, gambling, drug testing, class attendance and academic integrity are discussed.
16. Signs are posted in the recruiting center and in team locker rooms advising that boosters and media may not be present when recruits are being hosted. Also, coaches and the staff who work the gates and doors on game day are educated about the rules and regulations concerning recruiting activities.

17. The new football staff has purchased and implemented new recruiting software and hand-held computers that make the paperwork (evaluations and contact, phone logs, etc.) more accessible when coaches are on the road recruiting. Also, forms and documents can be sent sooner to compliance staff via email. Documents for official and unofficial visits can be produced for each recruit, including how much money each recruit is to receive for their expenses on official visits.
18. As a result of his involvement in providing part-time employment to prospective student-athletes prior to the completion of their senior year in high school contrary to NCAA Bylaw 13.2.4.1, representative A received a letter of reprimand.