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Committee on Infractions
Colonial Athletic Association

UNIVERSITY OF ALABAMA, TUSCALOOSA
PUBLIC INFRACTIONS REPORT

I. INTRODUCTION.

On November 17, 2001, officials from the University of Alabama, Tuscaloosa, and a former assistant football coach (henceforth, "Alabama assistant coach A") appeared before the Division I Committee on Infractions to address allegations of NCAA violations in the football program. The university is a Division I-A institution and a member of the Southeastern Conference. It has an enrollment of approximately 19,800 students and sponsors nine men's and 11 women's intercollegiate sports.

Of foremost concern to the committee is that this is the second time in two years that the university has appeared before the committee as a repeat major violator under NCAA Bylaw 19.6.2.3, following a major infractions case in football in 1995 (1999 men's basketball and 2001 football). In each case, the violations involved the provision or offer of significant benefits to enrolled or prospective student-athletes or their high-school coaches by university coaches or representatives of the university's athletic interests. Moreover, the committee was troubled by the fact that the violations set forth in Finding II-A occurred shortly after the release of its 1995 major infractions case, which also involved the football program and which included violations committed by representatives of the institution's athletics interests. The committee also noted that the 1999 case, which involved the men's basketball program, contrasted sharply with the current case, which involved the football program. In the 1999 case, representatives of the institution's athletics interests "blew the whistle" on an assistant basketball coach who was attempting to solicit $5,000 from boosters to provide to a high-school basketball coach. The boosters' actions resulted in the university avoiding any significant penalties. In the current case, athletics representatives actively engaged in egregious violations of recruiting and extra benefit legislation associated with the football program, yet there was no indication that these activities would have been reported in the same manner as the 1999 men's basketball violation.

While several serious allegations in this case involved the provision of extra-benefits to enrolled football student-athletes, at the heart of the case were football recruiting violations

involving some of the largest money amounts alleged in any infractions case in the NCAA's history. Among the quite troubling elements of the case were that these were many and very serious violations involving large amounts of money and which involved a university with a significant, and recent, past infractions history and a culture of non-compliance within a small but prominent element of the university's booster community.

Of central prominence in the case were three representatives of the university's athletics interests who acted both singly and in combination to commit NCAA recruiting violations. Two of the three were well known to university coaches and staff as well as fans and other athletics representatives, and were commonly observed at team hotels at road games. Interestingly, none of the three athletics representatives graduated from the university. One athletics representative (henceforth, "athletics representative A") is a wealthy resident of Memphis who was particularly well known as a supporter of the university's football program among college football coaches who recruited the Memphis area and by university and athletics department staff. Among other things, athletics representative A was a self-proclaimed recruiting junkie who had been the friend of the current athletics director was a frequent financial contributor to the university's athletics program; had a skybox in the football stadium; over the past 35 years had attended, according to him, the annual National Football Foundation Hall of Fame banquet and sat with university officials and trustees; periodically attended non-public football practice sessions; and visited summer football camps at the university. The second athletics representative (henceforth, "athletics representative B"), who was from Northern Alabama, acted as a conduit for payments and had the most direct contact with the prospective student-athlete involved in Finding II-A (henceforth, "prospect 1") and his family. The third athletics representative (henceforth, "athletics representative C") was also from North Alabama and was reported to be wealthy and a close friend of athletics representative A. Athletics representative C was the subject of conversation and concern among athletics representatives as he was observed as having special access to the university press box and frequent close contact with some of the football players. Perhaps the best articulation of the concern is the question reportedly asked more than once by some other athletics representatives – words to the effect that, "Isn't it strange that all these good players are always hanging around the (athletics representative C and his family)? The ones that are projected to be all-Americans."

The engrained culture of non-compliance evident among certain of the university's athletics representatives was particularly troubling to the committee. While rogue athletics representatives are new neither to infractions cases generally nor to the infractions history of this university, their level of involvement and spending, is an increasingly visible and major problem in intercollegiate athletics. Such rogue athletics representatives demonstrate a profound and worrisome immaturity in the satisfaction they derive from close and continued intermingling with college and even high-school age student-athletes. Even if sincere, their

claimed motivation for cheating -- helping a university to recruit blue-chip athletes -- betrays a lack of integrity and a "win-at-all-costs" attitude that undermines and cheapens athletics competition and corrupts the ethics and maturation process of the young people they claim to be "helping." The failure of these athletics representatives to heed past lessons about the serious negative consequences caused to a university and athletics program by their reckless irresponsibility makes clear, moreover, that their prime motivation is self-aggrandizement and the gratification they derive from close contact with athletics programs and coaches.

There is no doubt that institutional control obliges a university to monitor the conduct of athletics representatives. The committee recognizes, however, that in the concentric circles of institutional responsibility, the conduct of representatives typically sits on the outermost circle. But those athletics representatives provided favored access and "insider" status, frequently in exchange for financial support, are not the typical representative. Their favored access and insider status creates both a greater university obligation to monitor and direct their conduct and a greater university responsibility for any misconduct in which they engage.

This case is apt illustration of the unequivocal obligation to monitor closely those athletics representatives whose financial contributions provide a level of visibility, insider status, and favored access within athletics programs. Their insider status not only gives credence to their claims of authority within a program but also, and however unintended, serves to reward them for the illicit activities in which they engage. Moreover, special access and insider status likely ease the way for illicit conduct by rogue representatives both by identifying prospects for them and by fostering (or contributing to) the belief of prospects and their parents that the representative's conduct is sanctioned by the university and in its best interest as well as that of the prospect.

As just one example of the impact produced by program visibility and perceived prominence, when athletics representative A claimed responsibility for the university's firing of football coaches at the university, this claim was believed by the remaining coaches as well as by coaches at other Division I-A universities. This particular claim was refuted by the university at the hearing. The point, however, is that insider status likely contributes to making such claims appear credible, and in turn, this appearance of credibility can cause monitoring and compliance problems by generating (or enhancing) a reluctance to come forward in representatives, fans, staff, and others with information or concern about the conduct of such a representative.

By both words and actions all three athletics representatives at the heart of this case displayed contempt for ethical standards and behavior and for the positive values of fair dealing and good sportsmanship that underlie collegiate athletics competition. Some of their

contemptuous actions are the basis of the violations found. The fact that they acted knowingly and with intent to cheat is aptly demonstrated not only by their conduct, but also in what they said.

The committee was troubled by the heavy level of contact that football coaches had with athletics representative A, in person and by phone. The record in this case showed, for example, that within months after his arrival on the university's campus, Alabama assistant coach A obtained two loans from athletics representative A. As a second example, the record in this case showed a large volume of phone calls between athletics representative A and another Alabama assistant football coach (henceforth, "Alabama assistant coach B") (Finding II-B).

Equally troubling was a seeming pattern of assistant football coaches readily seeking out athletics representatives for favors for themselves or student-athletes. The record in the case shows, among other things, not only the loan transactions of Alabama assistant coach A described above, but the actions of a third assistant football coach (henceforth, Alabama assistant coach C) in facilitating a meeting between a student-athlete and an athletics representative who was the vice-president of marketing for a multi-franchise automobile dealership (henceforth, "athletics representative D") associated with the student-athlete's attempt to obtain an automobile (Finding II-E).

Yet another source of committee concern was the presence of the father of a highly touted blue-chip prospect (henceforth, "prospect 1") in the hotel room of athletics representative A (Finding II-A). In this instance, the current director of athletics who was, at the time, the associate athletics director saw prospect 1's father in the hotel room and immediately informed athletics representative A of the impropriety. In consequence, prospect 1's father left the hotel room (in the company of athletics representative B). Although the athletics director acted properly in getting prospect 1's father to leave, he failed to follow university compliance protocol and report the secondary violation to the compliance staff. The committee does not intimate that the failure to report resulted from an improper motive. Nonetheless, the failure to report resulted in a missed opportunity to investigate the circumstances of the contact. No one, least of all the committee, can know the extent to which such an investigation might have curtailed some of the violations committed in this case. What the committee does know is that the university has appropriate procedures in place and a clearly competent compliance staff. When asked at the hearing, the associate athletics director for compliance responded that had she been told of the contact between prospect 1's father and athletics representative A, she would have done everything possible to investigate and to learn if there were further improprieties. Her investigative efforts regarding secondary violation 2 set forth herein make clear how thorough and exacting such an investigation would have been.

The actions and attitudes of these athletics representatives damage the reputations of the vast majority of athletics representatives and fans who value fair competition and ethical-conduct. Their actions and attitudes force universities to hold at arms length and to develop an investigative, even an adversarial, stance with the vast majority of responsible and reputable representatives and supporters of their universities and athletics programs whose interest and support are critical to the continued health of an athletics program and university. Their actions and attitudes corrupt the young people with whom they come in contact and can even blight careers of initial great promise. Their actions and attitudes may provide short-term competitive success but only at the cost of an athletics program sorely weakened once violations are uncovered and penalties assessed.

This case is clear demonstration of the very great harm that athletics representatives can inflict on a university's competitive success as well as its reputation for integrity, fair dealing and playing by the rules. The challenge to intercollegiate athletics, the universities and programs that value their integrity is to create an ethos of vigilance in which fans and the vast majority of athletics representatives, coaches and athletics department staffs; faculty and administrators recognize that the great harm these rogue representatives cause can only be remedied by a concerted and on-going effort to report suspect conduct and attitudes so that universities can protect themselves.

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As aptly stated at the hearing by the Southeastern Conference Commissioner, these rogue representatives are the "parasites" of intercollegiate athletics. What is required is a full frontal attack to turn these parasites into pariahs and to visibly, forcefully and emphatically exclude them from any participation or entree into athletics programs. Because of the university's repeat-violator history, including its experience with athletics representative misconduct, the number and seriousness of the violations, the visibility, prominence, and known predilections of the athletics representatives at the center of the violations, the committee seriously considered whether a finding of failure of institutional control might be warranted. The violations charged and the evidence presented by the enforcement staff cited athletics representatives as primarily culpable for the violations, not members of the university's current or prior staffs. The committee noted that it was limited by the scope and contours of the case as presented. Under the circumstances, the committee concluded that information in the case as presented was too tenuous and insufficient to form the basis of a lack of institutional control finding.

II. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

A. RECRUITING INDUCEMENTS; IMPERMISSIBLE RECRUITING CONTACTS. [NCAA Bylaws 13.01.3, 13.01.4, 13.01.5, 13.1.2.1, 13.2.1, 13.2.2-(e) and 13.5.1]

In academic years 1995-96 and 1996-97, while recruiting prospect 1, athletics representative B provided $20,000 cash, lodging and entertainment to prospect 1 and his parents to induce the young man to sign a National Letter of Intent with the university. Further, athletics representative B told prospect 1's family that athletics representative A was the source of the cash. Finally, athletics representatives A, B, and C made impermissible recruiting contacts with the young man and his family. Specifically:

1. In August 1995, during a home high-school football game in which prospect 1 competed, athletics representative C told the father of prospect 1 that athletics representative B knew someone who could "help" his son. Athletics representative B then spoke to prospect 1's father at the game and identified himself as an intermediary for someone who would provide $20,000 in cash if prospect 1 enrolled at the university. The next day athletics representative B told prospect 1's father that athletics representative A would provide the cash. Approximately one week later representative B visited prospect 1 at his home and asked the prospect if there was anything he wanted, to which prospect 1 responded he wanted a truck. Athletics representative B told the young man he would provide $20,000 cash but not a truck so as to avoid creating a paper trail.

2. On September 3, 1995, prospect 1 and his parents attended the Alabama-Vanderbilt football game in Nashville. Athletics representative B invited them to the game, selected their hotel, and paid for both the game and their hotel accommodations. The afternoon of the game, athletics representative B arranged separate meetings for prospect 1 and his father with athletics representative A in athletics representative A's hotel suite. Athletics representative A told prospect 1's father that he was pleased that the young man had committed to the university. While prospect 1's father was in the hotel suite, the then associate athletics director and current director of athletics entered the suite and was introduced to prospect 1's father. The athletics director told athletics representative A that it was improper for a prospect's father to be in the suite and thereupon athletics representative B and prospect 1's father were asked to leave, which they did.

3. In fall 1995, some time subsequent to the Vanderbilt game and in partial fulfillment of the $20,000 offer as referenced in Finding II-A-1, athletics representative B delivered $10,000 to prospect 1's home. The money was in $100 denominations inside a white plastic grocery bag. Prospect 1 used the money to buy an all-terrain vehicle (ATV), a shotgun and hunting accessories.

4. In January 1996, athletics representative B drove prospect 1's father to Memphis, Tennessee, to collect the remainder of the $20,000 from athletics representative A for delivery to prospect 1's father. They drove past a Memphis bank that athletics representative B identified as the place where he would meet athletics representative A to collect the money. Athletics representative B then left prospect 1's father at a grocery store in a nearby shopping center. On his return several minutes later, athletics representative B handed prospect 1's father a large brown envelope containing $10,000 cash in $100 bill denominations. Some of this money was used to buy a 1996 Chevrolet Camaro and to pay a $600 car repair bill owed to athletics representative B. In February 1996, prospect 1 signed a National Letter of Intent with the university but did not enroll because he failed to meet NCAA initial-eligibility requirements.

5. In fall 1996, after his high school eligibility was exhausted, prospect 1 attended high school in Stevenson, Alabama, in order to satisfy NCAA initial-eligibility requirements. At this time he was recruited again by several institutions and athletics representatives B and C made several visits to his home in an effort to recruit the young man. Athletics representative B offered as an inducements for prospect 1 to sign another National Letter of Intent with the university (1) $5,000 cash, (2) $500 a month, (3) $500 for each football game he started, and (4) $5,000 each Christmas to his mother while he was enrolled. In February 1997, after prospect 1 committed to sign a National Letter of Intent with another NCAA institution, athletics representative B offered to double the promised cash payments if prospect 1 reconsidered and signed with the university. The young man declined the offers and signed a National Letter of Intent with the other NCAA institution.

6. On numerous occasions in the 1995-96 and 1996-97 academic years, athletics representative C purchased meals for prospect 1's parents at restaurants located in Chattanooga, Tennessee, and Huntsville, Alabama. At other in-person meetings athletics representative C promised prospect 1's father to "sponsor" prospect 1 if he attended the university and stated that he had

previously "sponsored" two other student-athletes who attended the university.

Committee Rationale

With regard to Findings II-A-1 through II-A-6, the committee, the enforcement staff and the university were in substantial agreement regarding the facts of the findings and that violations of NCAA legislation occurred. The university nonetheless maintained that the charges were barred by the applicable statute of limitations of NCAA Bylaw 32.5.2. For the reasons set forth in Appendix 2, the committee disagreed.

Among the evidence in support of these findings was information provided by prospect 1"s parents as well as an individual (henceforth, "the witness") who reported, among other things, that athletics representative A said, "We got (prospect 1) a car."

B. RECRUITING INDUCEMENTS THROUGH HIGH-SCHOOL COACH. [NCAA Bylaws 13.2.1 and 13.2.2-(e)]

Between May 1999 and February 2000, the university recruited a prospective student-athlete (henceforth, "prospect 2") from a Memphis high school. Athletics representative A offered a substantial amount of money to the high-school's head football coach (henceforth, "head high-school coach 1") to secure the prospect's commitment to attend the university. Head high-school coach 1 (who told coaches from at least five other NCAA member institutions who were interested in recruiting prospect 2 that they would have to provide him money or money and vehicles before he would allow prospect 2 to consider their school) accepted athletic representative A's offer. In fulfillment of the agreement, athletics representative A provided several large cash payments to head high-school coach 1 prior to the February 2000 National Letter of Intent signing day. Head high-school coach 1 used some of this money to make a $5,000 down payment on a new sport utility vehicle (SUV).

Committee Rationale

The enforcement staff and the university were in partial agreement on the facts of this finding, including agreement that head high-school coach 1 manipulated the recruitment of prospect 2 for his own personal profit, but the university believed the evidence was inconclusive regarding whether athletics representative A offered or provided funds to head

high-school coach 1. The committee evaluated the information surrounding this allegation, including statements by several individuals and the respective credibility of each, as well as phone records along with documents associated with the purchase of the vehicle, and concluded that athletics representative A both offered and provided a substantial amount of money to head high-school coach 1 to ensure that prospect 2 enrolled at the university.

The most specific and telling information supporting this finding came from a former assistant high-school coach (henceforth, "the assistant high-school coach") who coached with head high-school coach 1 at the Memphis high school attended by prospect 2.

During spring 1999, the assistant high-school coach and head high-school coach 1 developed a scheme to market prospect 2 in which each would get an SUV and head high-school coach 1 also would get $100,000 in cash. The plan was modeled after what they believed another Memphis head high-school football coach (henceforth, "head high-school coach 2") was doing with his players. The assistant high-school coach said he insisted to head high-school coach 1 that the deal include something for prospect 2 and the young man's mother as well.

The assistant high-school coach reported that head high-school coach 1 could control prospect 2's recruitment because he had earned the trust of prospect 2's mother by purchasing clothes for the young man, giving her grocery money and occasionally paying some of her bills. The assistant high-school coach further reported that prospect 2 knew nothing of any money arrangements. No one interviewed in this inquiry reported that prospect 2 knew that payments were sought, offered, or paid.

Beginning in May 1999, head high-school coach 1 told assistant coaches at NCAA member institutions what it would cost them to recruit prospect 2. The assistant high-school coach named several NCAA member institutions whose coaches were solicited for payment. Each coach interviewed by NCAA staff confirmed that head high-school coach 1 sought to market prospect 2 and that head high-school coach 1 had complete control of prospect 2's recruitment.

The assistant high-school coach reported that he was in the vicinity of the high-school football office when head high-school coach 1 first told Alabama assistant coach B what it would cost to sign prospect 2 and was actually present when Alabama assistant coach B said that either he or someone else would get back to head high-school coach 1 regarding this proposal. Subsequently, the assistant high-school coach was present when athletics representative A phoned to say that Alabama was interested in prospect 2. (It was August when head high-school coach 1 told the assistant high-school coach that athletics representative A was the person who phoned in May to express Alabama's interest in prospect 2.)

In September 1999 a former high-school coach at another Memphis high school (henceforth, "the intermediary") contacted the assistant high-school coach to tell him he represented someone interested in making a deal for prospect 2. The intermediary, who knew the assistant high-school coach through their mutual involvement in Memphis high-school football, sought and received assurance that head high-school coach 1 could be "controlled." The intermediary then told the assistant high-school coach that his "people" wanted to meet with head high-school coach 1. It was after this conversation that the assistant high-school coach concluded that the intermediary represented athletics representative A.

The next event that the assistant high-school coach reported about prospect 2's recruitment occurred in early October 1999 on or about the seventh week of the football season. According to the assistant high-school coach, head high-school coach1 left in the middle of practice to take a call from athletics representative A, leaving the assistant high-school coach in charge of practice. Subsequent to the call, the former high-school coach picked head high-school coach 1 up at the school and drove the head high-school coach to meet with athletics representative A. A second assistant football coach and a student worker also corroborated that head high-school coach 1 left practice to take phone calls. After the head high-school coach returned, he took the assistant coach to a bank branch office, where the head high-school coach deposited a substantial amount of cash in the bank's drop box. Head high-school coach 1 then drove them to a Memphis "gentleman's club" and told the assistant high-school coach that athletics representative A had agreed to the deal, but athletics representative A wanted both coaches to purchase their vehicles with cash to avoid any "paper trail" associated with the automobile purchases. Head high-school coach 1 said he was to contact athletics representative A for additional payments, but if prospect 2 did not attend the institution, then athletics representative A expected his money back. The assistant high-school coach told head high-school coach 1 that he liked athletics representative A's plan better because cash could not be traced. The assistant high-school coach said he and head high-school coach 1 agreed to buy their vehicles from two different dealerships, both of which employed individuals with whom the assistant high-school coach was acquainted.. Head high-school coach 1-s vehicle would come from a Memphis area dealership where the assistant high-school coach knew a salesman, and the assistant high-school coach's vehicle would come from a dealership in Missouri, where his college roommate operated a Ford dealership.

In November and in response to a request from head high-school coach 1, the assistant high-school coach contacted the salesman at the Memphis area dealership to arrange for head high-school coach 1 to purchase a full-size SUV. The assistant high-school coach reported that the transaction was done over the telephone on a Thursday. Head high-school coach 1 told the salesman that he wanted to make a $5,000 down payment. The assistant high-school coach reported that on the following Monday, the SUV was delivered to head high-school coach 1 t the high school.

The institution obtained a document from the Memphis area dealership which appears to indicate that head high-school coach 1 used a cashier's check from the bank previously identified by the assistant high-school coach to make a $5,000 down payment on a SUV purchased on November 15, 1999. Further, a sales consultant for the dealership, verified that head high-school coach 1 purchased a 2000 full-size SUV with a $5,000 down payment, at a cost of $36,959. The purchase of the vehicle was secured by through 60- month loan arranged with the parent car company's financing corporation, consisting of $744 monthly payments.

The assistant high-school coach reported that some time after Thanksgiving 1999, head high-school coach 1 called athletics representative A to ask for Christmas money and the assistant high-school coach remembered head high-school coach 1 saying that he spent the money on travel and other items. After classes resumed in January, head high-school coach 1 told the assistant high-school coach that he had received a third payment from athletics representative A and had used some of the money on prospect 2's official visits to NCAA member institutions, including the rental of vehicles to drive to the university's campus.

Although head high-school coach 1's gross earnings for the 1999-00 academic year were $37,207.85 and his monthly take-home pay was $1,805.42, several sources reported that he spent well beyond what was warranted at his income level. At least two individuals reported that head high-school coach 1's standard of living noticeably improved and that his spending habits became lavish. The assistant high-school coach said that head high-school coach 1spent between $100 and $300 three to four times a week at a "gentlemen's" club. Head high-school coach 1 also had a monthly car payment of $744 for the SUV. A head coach at another Memphis high school (henceforth, "head high-school coach 3") reported that head high-school coach 1 also owned a new Chevrolet Super Sport. Head high-school coach 3 estimated head high-school coach 1's rent at $700 to $900 a month (based on rent paid by head high-school coach 3's son for a similar apartment) and said the apartment was full of new furniture and expensive entertainment equipment (DVD, television, etc.). According to an employee of a rental car agency, head high-school coach 1 spent $899.94 plus tax and gas for two Ford Expeditions and a Dodge Durango to drive prospect 2 and his mother to schools to make official paid visits.

The assistant high-school coach also reported that even though athletics representative A had agreed to head high-school coach 1's terms and had already given $30,000 to head high-school coach 1, head high-school coach 1 continued to market prospect 2 to other institutions in an effort to obtain still more money. The assistant high-school coach said head high-school coach 1 needed $200,000 from another member institution in order to clear $100,000 and the cost of the SUVs as well as to repay the $30,000 advanced by athletics representative A. This information explains why head high-school coach 1 allowed other schools to continue recruiting prospect 2 even though a deal with athletics representative A had been

struck.

In February 2000, prospect 2 signed a National Letter of Intent with the university. One night after prospect 2 signed, when the assistant coach and head high-school coach 1 were at a "gentleman's club," head high-school coach 1 reported that the deal had gone as planned. The two agreed that to avoid suspicion the assistant high-school should wait for May to buy his SUV. In May, head high-school coach 1 angered the assistant high-school coach by telling him he would need to wait longer before getting his car. This anger provoked the assistant high-school coach into exposing the deal.

Some time during summer 2000, the assistant high-school coach told prospect 2's mother about the deal involving her son and he also called Alabama assistant coach B (while prospect 2's mother was on the call) to tell him that head high-school 1 coach had reneged on the deal and had done nothing for either the assistant high-school coach or prospect 2's mother. The assistant high-school coach gave head high-school coach 1's cell phone number to Alabama assistant coach B. Alabama assistant coach B reported he would contact head high-school coach 1 and instruct him to go to prospect 2's home and call Alabama assistant coach B from there as he wanted to speak with head high-school coach 1 about the matter in the presence of prospect 2's mother. (Note: Alabama assistant coach B did not report receiving a call from the assistant high-school coach but personal phone records provided by the assistant high-school coach confirm a call to Alabama assistant coach B on July 10, 2000. Phone records from the institution show that Alabama assistant coach B placed a call to head high-school coach 1 immediately after the call from the assistant high-school coach.)

Subsequent to his conversation with Alabama assistant coach B, the assistant high-school coach reported to the intermediary that head high-school coach 1 had reneged on the deal and done nothing for prospect 2 or the young man's mother. The intermediary replied, "Give me a day or two. I will get back with (athletics representative A) and tell him that (head high-school coach 1) reneged on the deal." The intermediary also told the assistant high-school coach that he did not know how much money athletics representative A had given to head high-school coach 1 but he had seen that the envelope was thick. The intermediary later reported that athletics representative A was shocked by head high-school coach 1's actions. The assistant high-school coach subsequently made one more call to Alabama assistant coach B on this matter. At this point, the assistant high-school coach also began to tell others about what he and head high-school coach 1 had planned, that head high-school coach 1 had received money, and that head high-school coach 1 had failed to give the assistant high-school coach the money promised to him to buy a car. Among the people the assistant high-school coach talked to was head high-school coach 3. In the summer of 2000, the witness told the NCAA that the assistant high-school coach was upset and might talk with NCAA enforcement staff. The staff first interviewed the assistant high-school coach on July

27, and a series of interviews ensued.

Much of the information supporting this finding, and also Finding II-D, originated with the assistant high-school coach. In addition to his interviews with the enforcement staff, the assistant high-school coach gave information both to the Memphis School Board and a federal prosecutor. Following these disclosures, the school board suspended him for one year and in August he pled guilty to federal charges for his role in the manipulation of prospect 2's recruitment. The committee found the assistant high-school coach to be credible for several reasons: (1) much of the information he provided was against his own interest, subjecting him to criminal prosecution as well as loss of employment; (2) the information he provided was internally consistent; (3) his information was corroborated by at least 10 other individuals as well as by documentary evidence; and (4) his information was found credible by both the Memphis School Board and by the federal district judge who accepted his guilty plea.

The witness reported that, in January 2000, athletics representative A told him of cash payments made to head high-school coaches 1 and 2. The witness corroborated the assistant high-school coach with regard to the following significant details: (1) that athletics representative A paid money to head high-school coach 1; (2) that athletics representative A said he used a Black male as intermediary to deliver the money; and (3) that the assistant high-school coach and prospect 2's mother were initially supposed to get something from the deal as well. (Note: the former high-school coach identified, as the intermediary is, in fact, African-American.)

Regarding the money payments in particular, the witness quoted athletics representative A as saying he "bought" prospect 2 at a cost of $40,000 to the head high-school coach, $40,000 to one of his assistants, and $35,000 to prospect 2's mother (a total of $115,000). The witness also reported that athletics representative A boasted that, since 1994, he had "bought" every prospect out of Memphis signed by the university and that he also mentioned "we got (prospect 1) a car" (see Finding II-A). According to the witness, athletics representative A rationalized his "buying" of prospects as necessary to offset what he believed to be cheating by a Southeastern Conference rival, whose record of consecutive wins against the university he could explain in no other way.

Further confirmation of athletics representative A's illicit involvement in the recruitment of prospect 2 was provided by the friend, who reported in an October 4, 2000, interview that athletics representative A said he would get the best players for the Alabama head football coach at the time and that the head coach would “be gone” if he failed to win. Athletics representative A also told the friend that he was "too smart to ever be caught by the NCAA" and that he once gave a luxury automobile to a head high-school coach after several

prospective student-athletes from that high school signed with a rival institution in order to bring suspicion on that institution.

Head high-school coach 3 corroborated that head high-school coach 1 received a $10,000 cash payment in November, December and January for prospect 2 (with the balance to be paid in installments after prospect 2 signed), and that he was marketing high-school players to college recruiters. Like the assistant high-school coach, head high-school coach 3 reported that, by purchasing groceries and clothes for prospect 2, head high-school coach 1 could ensure that prospect 2 attended the university with which "the deal" was made because prospect 2's mother trusted that he was looking out for her son's best interest. Head high-school coach 1 told head high-school coach 3 that prospect 2's mother cooperated when told that any college coach who talked to her son must go through head high-school coach 1. Head high-school coach 1 never specifically identified the institution that paid him for prospect 2, but head high-school coach 3 surmised that it was Alabama because head high-school coach 1 said Alabama assistant coach B put him in touch with the people who gave him the money. Head high-school coach 3 also heard that athletics representative A was probably involved in "the deal" for prospect 2. According to head high-school coach 3, he was told by an assistant coach at a second Southeastern Conference institution that this college coach could not recruit prospect 2 because he could not get into "a bidding war" with athletics representative A.

Head high-school coach 3 also reported that in the summer of 2000, before the assistant high-school coach was interviewed or contacted by the NCAA, the assistant high-school coach told him that prospect 2 had been "marketed," and that he was upset with head high-school coach 1 because he failed to provide the vehicle and cash promised to the assistant high-school coach.

Coaches at other member institutions confirmed the brokering of prospect 2 by head high-school coach 1. These included three additional Southeastern Conference institutions For a total of five including Alabama, as well as an assistant football coach at a Big Ten institution. An assistant football coach at one of the Southeastern Conference schools reported that, at a meeting in head high-school coach 1's apartment on January 18, 2000, head high-school coach 1 asked for $200,000 to deliver prospect 2. This assistant football coach reported that he asked what would happen if no institution came up with money for prospect 2 and that head high-school coach 1 replied that there was somebody already involved and that "Alabama was all about business."

The assistant coach from the Big Ten school met with head high-school coach 1 on January 18, 2000, and was told that to recruit prospect 2 he would need to pay $50,000 within a week and an additional $150,000 on National Letter of Intent signing day. This assistant football

coach reported asking if institutions were entertaining this demand, to which head high-school coach 1 answered that he had already received $50,000 from one school. Head high-school coach 1 told this assistant football coach that prospect 2 would attend the school that "anted up," and the assistant coach would know on signing day which school it was.

Compelling supporting information for the culpability of athletics representative A as well as the credibility of the assistant high-school coach is reflected in telephone records set forth below, showing considerable contact between Alabama assistant coach B, athletics representative A and head high-school coach 1 during the time frame in which the recruitment of prospect 2 occurred, including four calls between October 5 and 7 (the seventh week of the high-school football season), the time frame reported by the assistant high-school coach as when head high-school coach 1 received a payment. The committee found of considerable relevance that on October 7 athletics representative A withdrew $9,000 from one of his accounts. In the "Purpose of Call" column are the explanations from Alabama assistant coach B and athletics representative A.

Date	Time	Length of Call	Calls To/From	Purpose of Call
9/30/99	3:06 p.m.	7 minutes	Alabama assistant coach B to head high-school coach 1.	Recruiting call to both head high-school coach 1 and prospect 2.
9/30/99	3:14 p.m.	14 minutes	Alabama assistant coach B to athletics representative A.	Could not recall content or purpose.
10/5/99	9:47 p.m.	39 minutes	Athletics representative A to Alabama assistant coach B.	Could not recall
10/6/99	1:19 p.m.	1 minutes	Athletics representative A to football office.	Could not recall.
10/7/99	2:44 p.m.	6 minutes	Alabama assistant coach B to head high-school coach 1.	Recruiting call to both head high-school coach 1 and prospect 2.
10/7/99	5:55 p.m.	1.5 minutes	Athletics representative A to football office.	Could not recall.
10/7/99				**Athletics representative A withdrawals $9,000**
1/23/00	10:04 a.m.	20 minutes	Alabama assistant coach B to athletics representative A.	(Date of prospect 2's paid visit) Alabama assistant coach B: possible discussion about former football student-athlete. Athletics representative A could not recall.

Of further significance to the committee was that Alabama assistant coach B provided inaccurate information about the purpose and number of calls to athletics representative A while the committee was unpersuaded by the claim of athletics representative A that prospect 2 was not discussed during any of the calls. Although Alabama assistant coach B claimed that he spoke with athletics representative A on the telephone a total of 12 to 14 times during the seven years he was at Alabama, the records show 68 calls from January 1999 to October 2000 alone. Although he claimed to remember neither the purpose nor content of his calls to Alabama assistant coach B from September 30 to October 7, athletics representative A was adamant that they did not concern prospect 2. The committee found this latter statement not credible, given athletics representative A's admitted addiction to football recruiting, his frequent calls to the football office, and information from several credible sources detailing the interaction between athletics representative A and Alabama assistant coach B regarding the recruitment of prospect 2. Moreover, when asked if he recalled any specific conversation with Alabama assistant coach B about the recruitment of prospect 2, athletics representative A responded, "Probably," and that he talked to Alabama assistant coach B about all prospective student-athletes in Memphis whom Alabama recruited.

Athletics representative A denied giving money to head high-school coach 1 so that the university could recruit prospect 2. He acknowledged, however, that he and the intermediary discussed the "situation" involving prospect 2 and head high-school coach 1. During an interview in early 2001, athletics representative A was questioned about his relationship and contact with head high-school coach 1 in conjunction with prospect 2's recruitment. Athletics representative A stated that he "knew the truth" about prospect 2's recruitment but he declined to provide any information either to the enforcement staff or Southeastern Conference investigator.

On advice of counsel, head high-school coach 1 declined to be interviewed by the enforcement staff.

C. VIOLATION OF HONESTY STANDARDS; VIOLATION OF EMPLOYMENT AND SALARY CONTROLS. [NCAA Bylaws 11.1.l, 11.3.1 and 19.01.3]

During the summer of 1998, athletics representative A provided two loans to Alabama assistant football coach A which he made no effort to repay until information about the loans surfaced during a formal interview with athletics representative A on February 27, 2001. Alabama assistant coach A also violated the NCAA's principles of honesty and cooperation when he knowingly failed to provide complete information during an interview with the enforcement staff and the

university about receiving financial assistance from athletics representative A. Specifically:

1. On June 3, 1998, athletics representative A provided an unsecured, no-interest loan of $1,600 to Alabama assistant A that was used to pay miscellaneous expenses incurred during his move from Tallahassee, Florida, to Tuscaloosa, Alabama. Alabama assistant coach A repaid the loan on May 3, 2001 with a personal check to an investment business owned by athletics representative A.

2. On July 20, 1998, athletics representative A provided a $55,000 loan to assistant football coach A that was used to repay personal debt. The loan was secured through a mortgage on property owned by Alabama assistant coach A in Florida. According to the provisions of the promissory note, assistant football coach A was to be charged an interest rate of 8.0 percent per annum payable quarterly, and the principal of the loan was scheduled to be paid off by July 20, 1999. However, Alabama assistant coach A failed to make any payments on the principal, interest or late charges until May 7, 2001, when a payment of $67,723.24 was paid to athletics representative A's investment business out of proceeds derived from the sale of the Florida property.

3. During a November 29, 2000, interview conducted by a NCAA enforcement representative and university officials, Alabama assistant coach A failed to disclose complete information regarding financial transactions he had with athletics representative A.

Committee Rationale

The enforcement staff, the institution, the committee and Alabama assistant coach A are in agreement with the facts as set forth in subparagraphs 1 and 2, and that a violation of NCAA legislation occurred. With regard to subparagraph 3, Alabama assistant coach A was originally alleged to have violated NCAA ethical conduct legislation by providing misleading information regarding the receipt of loans from athletics representative A. The institution took no position on whether Alabama assistant coach A provided misleading information while Alabama assistant coach A denied that he violated NCAA ethical conduct legislation. Ultimately, the committee concluded that Alabama assistant coach A's responses to the questions posed to him regarding financial transactions he conducted with representative B did not rise to the level of being unethical, but rather that he was guilty of violating legislation relating to standards of honesty and cooperation.

With specific reference to Finding II-C-3, during the November 29, 2000, interview, Alabama assistant coach A was questioned about an allegation reported to the NCAA in which athletics representative A was said to have provided $200,000 to Alabama assistant coach A as an incentive to accept a position on the Alabama football staff. Alabama assistant coach A denied receiving any money from athletics representative A, denied receiving securities, stocks, real estate or bonds and stated that he never received anything from athletics representative A.

Alabama assistant coach A denied that he knowingly provided misleading information and asserted that his response to each question was truthful. He contended that his denial that he received any compensation from athletics representative A was in response to a line of questioning about whether athletics representative A provided $200,000 in exchange for accepting a position at the university.

The committee noted that there was a basis in the evidence to conclude that Alabama assistant coach A knowingly misrepresented the facts, in particular because there was reason to believe that the so-called loans were sham transactions in that the Alabama assistant coach A paid neither interest nor part of the principal on either loan until after the enforcement staff learned about them. Moreover, in his May 16, 2001, interview, Alabama assistant coach A acknowledged that his failure to mention the loans in the earlier interview was because he had not been asked a specific question about loans. Although the case is very close, the committee concluded that, on balance, there was insufficient evidence to support a finding of unethical conduct. Nevertheless, the committee concluded that assistant coach A's responses did not constitute the full and complete disclosure required by Bylaw 19.01.3 and fell sort of the standards of honesty required by Bylaw 11.1.1.
The committee is sympathetic to the enforcement staff's concern that acceptance of Alabama assistant coach A's position makes interviews much more difficult and permits those interviewed to evade culpability unless they lied in response to a precise, clear, specific question. The committee intends no such consequence and emphasizes its recognition that interviews are contextual and must be judged exercising common sense, not by a hyper-technical parsing of words.

D. RECRUITING VIOLATIONS DURING UNOFFICIAL AND OFFICAL VISITS. [NCAA Bylaws 13.6.2.2, 13.8.2.1.1, 13.9.1 and 13.9.1.1]

On several occasions during the official paid and unofficial visits of prospect 2 the university violated NCAA recruiting legislation. Further, as a result of the violations during the young man's unofficial visit, he received two expense-paid visits to the

institution's campus. Specifically:

1. On Saturday October 23, 1999, during an unofficial visit by prospect 2, lunch and dinner were provided at Bryant-Denny Stadium for him, head high-school coach 1 and the assistant high-school coach.

2. On prospect 2's official paid visit during the weekend of January 21-22, 2000, head high-school coach 1 was provided a meal at a Tuscaloosa restaurant and meals in the university's Bryant Museum and football press box.

3. On January 22, 2000, the university paid $147 to prospect 2 to cover the round-trip automobile expenses incurred for his official visit. However, high-school coach 1 utilized his automobile to provide prospect 2's transportation.

Committee Rationale

The committee, the institution and the enforcement staff are in agreement on the facts of this finding and that violations of NCAA legislation occurred.

E. IMPERMISSIBLE EXTRA BENEFIT - COST-FREE USE OF AN AUTOMOBILE. [NCAA Bylaws 16.02.3 and 16.12.2]

From June through August 1999, athletics representative D provided a 1994 sport utility vehicle (SUV) from an automobile dealership in Columbus, Georgia, at no cost to a football student-athlete (henceforth "student-athlete 1"). The young man possessed the vehicle until he enrolled at another NCAA member institution in August 1999.

Committee Rationale

The university and the enforcement staff disagreed on the facts contained in this finding and that a violation of NCAA legislation occurred. According to the university, student-athlete 1 received a "spot delivery," where a consumer with an unfavorable credit rating may drive a car off a lot with financing to be determined later. After a review of all of the evidence, and in particular the documents associated with the automobile transaction, the committee

concluded that a violation of extra benefit legislation occurred.

The evidence showed that on June 10, 1999, student-athlete 1, who made the all-Southeastern Conference Freshman Team, sought assistance from Alabama assistant coach C in selecting a dealership from which to purchase a car. According to student-athlete 1, Alabama assistant coach C called athletics representative D and there then ensued a three-way phone conversation in which Alabama assistant coach C told athletics representative D that student-athlete 1 wanted an SUV but had limited financial resources. Alabama assistant coach C denied placing a telephone call, claiming that he gave the telephone number of the dealership to student-athlete 1 for him to place the call. For the following reasons the committee resolved the conflict in favor of the credibility of student-athlete 1: (1) telephone records corroborated that on June 10, 1999, a 17-minute telephone call was placed from Alabama assistant coach C's office to athletics representative D, and (2) the fact that when student-athlete 1 arrived at the Georgia dealership (which was 175 miles from Tuscaloosa) on June 11, athletics representative D was waiting for him even though athletics representative D did not have an office there and did not typically handle car sales.

Student-athlete 1 drove to the dealership with another football student-athlete (henceforth, "student-athlete 2"). After a private meeting in which athletics representative D and student-athlete 1 discussed his injuries and the upcoming season, athletics representative D allowed student-athlete 1 to take possession of a 1994 Jeep Cherokee even though the young man (1) made no down payment on the car, (2) provided no trade-in vehicle, (3) provided no cosigner, (4) had no gross income to report on the credit application, and (5) failed to sign and date the credit application. Finally, athletics representative D made no attempt to repossess the vehicle from student-athlete 1 until after the young man transferred to another NCAA institution.

According to student-athlete 1, the vehicle he received was a green, four-door Jeep with about 77,000 miles on the odometer. After taking possession, student-athlete 1 drove back to Tuscaloosa, where he spent the summer rehabilitating his injured shoulder. Student-athlete 1 never received the title for the car and was able neither to insure nor register it. He believed the car had a Georgia dealer license plate. Student-athlete 1 stated that he decided in July to transfer from Alabama and called athletics representative D to tell him of the move and obtain title to the car. Student-athlete 1 remembered that athletics representative D was unavailable, and that he left a message for him with a secretary. Athletics representative D returned student-athlete 1's telephone call and told the young man that he could not keep the car, as he was no longer at Alabama. Student-athlete 1 said that he told athletics representative D to reconsider because student-athlete 1 could make it known that athletics representative D gave him the car. Student-athlete 1 reported that athletics representative D then told him that if he paid the dealership, he could keep the car. As student-athlete 1 had

no money, athletics representative D told him he would have the car repossessed. Within days, two individuals came to student-athlete 1's home in Jacksonville and repossessed the vehicle.

Student-athlete 2 corroborated student-athlete 1 as to the trip to the dealership. Student-athlete 2 reported that he drove student-athlete 1 to the dealership, dropped him off at the front door, parked his car and came inside to find that student-athlete 1 was already talking with a salesman in an office. Student-athlete 2 could not remember if he was introduced to the salesman. Student-athlete 2 stated that student-athlete 1 emerged from the office with car keys and said, "Let's go." Student-athlete 2 stated that he did not ask student-athlete 1 how he obtained the vehicle as he did not want to know if student-athlete 1 had obtained the car improperly.

Student-athlete 1's mother reported that her son told her he got the Jeep Cherokee at no cost from a dealership in Georgia and that she recalled seeing a dealership plate on the car. She said the transaction made her uncomfortable because both she and her son were aware that the arrangement was contrary to NCAA rules. Student-athlete 1's mother remembered being concerned because her son had no insurance coverage. She remembered riding in the car with student-athlete 1 from Jacksonville to Tuscaloosa during the summer of 1999 to meet with Alabama's head football coach at the time. Student-athlete 1 was unhappy with the way the head coach was handling the football program and, specifically, his treatment of student-athlete 1 and his shoulder injury. After the meeting, student-athlete 1 and his mother went immediately to student-athlete 1's residence, removed his belongings and drove back to their home in Jacksonville. Student-athlete 1's mother remembered that her son called the dealership the next day and reported that he was not returning to Alabama. Student-athlete 1's mother did not hear the telephone conversation but remembered that her son took all his possessions out of the vehicle the next day because he was under the impression it would be repossessed.

The general manager of the dealership stated he was unable to identify the sales representative who worked with student-athlete 1. He also reported that a vehicle spot delivery required a down payment, trade-in, or qualified cosigner. The general manager stated that if student-athlete 1 had been from a single-parent family, unemployed and receiving a Pell Grant (student-athlete 1's profile), it was unlikely that the dealership would spot-deliver a vehicle. The general manager said that such a purchaser probably would have required a qualified cosigner.

The committee evaluated all the circumstances – a highly talented student-athlete; an appointment set up by Alabama assistant coach C; the transaction handled by a company vice president who made a special trip to the dealership; a claimed spot-delivery provided to a

customer that the dealership general manager declared ineligible without qualified cosigner; retention of the vehicle for several weeks with no payments made and repossession only after the student-athlete announced his transfer from Alabama. The committee also looked closely at the documents, including the fact that there was neither signature nor date on the credit application and a notation that there was no financing to be arranged as there was full trade-in value obtained even though there was no evidence of a trade-in vehicle. In light of all the evidence, including the credibility of student-athlete 1, the committee found the violation was committed as alleged.

F. IMPERMISSIBLE EXTRA BENEFITS. [NCAA Bylaws 16.02.3 and 16.12.2]

During the 1998-99 academic year, athletics representative C provided four $100 cash payments to student-athlete 1. Specifically:

1. On the morning of a home football contest in 1998, athletics representative C met in his room at a Tuscaloosa hotel with student-athlete 1 and gave him a $100 bill.

2. On three other occasions during the 1998-99 academic year, athletic representative C met in an apartment with student-athlete 1 and each time gave him a $100 bill.

Committee Rationale

The enforcement staff and institution disagreed on the facts and whether there was sufficient information to conclude that a violation of NCAA legislation occurred. The committee concluded, as did the university, that athletics representative C was capable of the acts alleged. The committee also concluded that the violation was committed as alleged based on athletics representative C's predisposition, combined with the credibility of student-athlete 1 as demonstrated in Finding II-E.

With regard to Finding II-F-1, student-athlete 1 stated that the morning before a home football game in 1998, while the team was staying at a Tuscaloosa hotel, a football student-athlete (henceforth, "student-athlete 3") and another football student-athlete (henceforth, "student-athlete 4") told student-athlete 1 that athletics representative C wanted to see him in his room. The three young men then went to athletics representative C's room to speak with him. After student-athletes 3 and 4 left, athletics representative C asked about student-athlete 1's injured shoulder and then handed him a $100 bill. Student-athlete 1 reported that

athletics representative C's room was located one floor above where the football team was lodged. Hotel records provided by the institution corroborate student-athlete 1's information that athletics representative C reserved a room at the same hotel at which the football team stayed during the weekends of home football games in fall 1998.

With regard to Finding II-F-2, student-athlete 1 stated that during his second year at the institution (1998-99), he again met athletics representative C during a party at a Tuscaloosa apartment. According to student-athlete 1, student-athlete 3 said he was a good friend of athletics representative C and that athletics representative C could "hook him up" with the "guy from Memphis." Student-athlete 1 reported that he took note of what student-athlete 3 said because student-athlete 3 was driving a Mercedes Benz and always seemed to have money. Student-athlete 1 reported that he went to athletics representative C's apartment on several occasions. During the second visit, athletics representative C's wife told student-athlete 1 to go see her husband who was in one of the bedrooms. In the bedroom, athletics representative C explained to student-athlete 1 what he (student-athlete 1) would have to do in order to get paid, but that he (athletics representative C) was not the main person who paid players. Athletics representative C encouraged student-athlete 1 to continue playing well because it would only be a matter of time before athletics representative C would put the young man in touch with athletics representative A. Athletics representative C then gave student-athlete 1 a $100 bill.

Student-athlete 1 reported that the next time he went to the apartment, he again met with athletics representative C in the bedroom and athletics representative C gave him a $100 bill. Athletics representative C admonished the young man to keep up his grades and to stay out of trouble.

Student-athlete 1 reported that during his next trip to the apartment, he had yet another meeting with athletics representative C in a bedroom. During this conversation, athletics representative C identified himself as acting for athletics representative A and explained that athletics representative A wanted to meet student-athlete 1 because athletics representative A considered the young man to be a great player. Athletics representative C then gave him a $100 bill.

The committee noted that, in addition to the information provided by student-athlete 1, regarding athletics representative C's culpability in this violation, evidence also was provided by the witness, the university's faculty athletics representative and two representatives of the university's athletics interests. According to the witness, athletics representative C told him that he gave cash to football student-athletes, that he disagreed with NCAA legislation that prohibited boosters from providing financial assistance to student-athletes, that he takes care of the football student-athletes once the young men enroll

at the university, and that he believed it was his "Christian duty" to assist financially disadvantaged football student-athletes. Athletics representative C also told the witness that he did not expect anything in return from a student-athlete when the young man made it to the National Football League. The faculty athletics representative quoted athletics representative C as saying he would continue to engage in "humanitarian acts" and that no one could stop him. The two athletics representatives reported that athletics representative C said that he preferred using his money to see that boys who grew up poor had money to buy underwear and socks than to contribute to the "ivory tower thing." (Note: the athletics representatives also spoke to the head football coach at the time with regard to their concern about athletics representative C. There is no evidence that the head coach at the time conveyed their concerns to the athletics director or compliance staff.)

G. IMPERMISSIBLE RECRUITING CONTACTS BY ATHLETICS REPRESENTATIVES. [NCAA Bylaws 13.01.5 and 13.1.2.1]

In the spring and summer of 1997, athletics representatives A and C each made improper in-person contacts with prospective student-athletes being recruited by the institution. Specifically:

1. At the university's 1997 spring intrasquad football game, athletics representative C introduced a prospective student-athlete (a high-school junior) from Nashville, Tennessee, to two other athletics representatives, stating that the young man would be attending the institution.
2. During the university's 1997 summer football camp, athletics representative A introduced himself to a prospective student-athlete from Memphis, Tennessee, while the young man was walking through a campus building with the young man's high-school football coaches and an assistant football coach.

Committee Rationale

The committee, the institution and enforcement staff were in substantial agreement with the facts and that violations of NCAA legislation occurred.

H. EXCESSIVE ENTERTAINMENT DURING RECRUITING VISIT. [NCAA Bylaws 13.01.2 and 13.2.2]

On several occasions during the 1997-98 and 1998-99 academic years, during the

official paid visits to the university's campus of several prospective student-athletes, the prospects and their student hosts were entertained by female strippers at parties held at an apartment building on the university's campus.

Committee Rationale

The committee, the institution and enforcement staff were in substantial agreement with the facts and that violations of NCAA legislation occurred.

SECONDARY VIOLATIONS

[NCAA Bylaws 13.1.8, 13.2.1, 13.2.7, 13.9.1.3, 14.3.1, 14.3.2.2.1, 14.3.2.4, 15.1, 15.01.5, 16.0.2.3, 16.2.2 and 16.12.2]

1. During the fall evaluation period on the specific dates of September 14 and October 23, 1998, and September 10 and October 15, 1999, Alabama assistant coach B made evaluations at a Memphis high school. During the fall evaluation period on the specific dates of September 10 and October 15, 1999, and then again on October 6 and 27, 2000, Alabama assistant coach B made evaluations at both this high school and another Memphis high school.

2. During the 2000-01 academic year, the university permitted a student-athlete to practice, compete and receive athletically related aid although he was an NCAA nonqualifer. The committee noted that the university had no reason not to treat him as eligible as he had been deemed eligible by the NCAA Clearinghouse. From the evidence, the committee concluded that, but for the efforts taken by the associate director of athletics for compliance to assure that the young man's academic qualifications were in order, the violation would have been major, not secondary.

3. During fall 1999, a student-athlete placed the names of two individuals on the institution's complimentary ticket pass list in exchange for $100. These individuals then attended the institution's home football game on October 23, 1999.

4. During spring and summer of 1999, Alabama assistant coach A violated the NCAA's recruiting and extra-benefit legislation. Specifically:

    a. In January 1999, upon learning that a student-athlete had been issued a speeding ticket, Alabama assistant coach A contacted a member of the state

police and had the speeding ticket dismissed.

b. On July 13, 1999, Alabama assistant coach A arranged to have an institutional staff member drive a prospect to Alabama assistant coach A's home to rest for several hours after receiving over-the-counter medication from the institution's training room. Alabama assistant coach A also had the staff member drive the young man back to the young man's apartment.

c. On January 3, 2000, Alabama assistant coach A gave four Orange Bowl tickets to a football student-athlete with the understanding that he or his family would pay him at a later date, which the young man did.

d. During summer 1999, numerous football student-athletes received financial aid that exceeded the value of a full grant-in-aid when the director of football operations instructed the university's dining service to place each scholarship football student-athlete on a 15-meal plan. As a result, 28 student-athletes on the five-meal plan both had additional free meals provided under the 15-meal plan, and at the same time received money for those meals.

e. During late summer 1999 Alabama assistant coach A allowed a prospective student-athlete to make numerous long-distance telephone calls from the coach's athletics department office at no cost to the young man.

III. COMMITTEE ON INFRACTIONS PENALTIES.

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

A. CORRECTIVE ACTIONS TAKEN AND PENALTIES SELF-IMPOSED (OR PROPOSED) BY THE UNIVERSITY.

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

1. The university has disassociated athletics representative A for a period of 5 years; athletics representative B for a period of ten years and athletics representative C for a period of seven years.

2. The university has self-imposed the following reductions in scholarships in the sport of football: a reduction in the permissible limit of 25 initial scholarships in the sport of football in 2002-03 to 17, in 2003-04 to 21, and in 2004-05 to 22.

3. The university has self-imposed the following reductions in the number of official paid visits in the sport of football: in the academic year 2001-02 a reduction of 22 visits; in the academic year 2002-03 a reduction of 12 visits; and, in the academic year 2003-04 a reduction of 10 visits.

4. The university reduced the number of football coaches who can recruit off-campus at any one time from seven to six for a period of one calendar year beginning December 1, 2001, through December 1, 2002.

5. The university ceased to recruit prospects from eight Memphis high schools for a one-year period (December 1, 2000, through December 1, 2001).

6. The university has modified its outside income reporting procedures for coaches and staff. In addition, the associate athletics director for compliance has emphasized with the National Alumni Association that payments to coaches and athletic staff for speaking at events must adhere to alumni association parameters and be coordinated through the National Alumni Association. The associate athletics director for compliance also speaks with the alumni chapter presidents and officers from all across the country at their annual officer workshop each summer.

7. The letter sent to each signed prospective student-athlete in the sport of football has been revised to include information regarding the rules associated with coming to Tuscaloosa's community during the summer prior to initial full-time enrollment. The compliance office has implemented a policy designed to monitor these activities.

8. The university has modified its compliance systems in the areas of unofficial and official visits.

a. With regard to unofficial visit meals, the football recruiting office will continue to require prospects and their guests on to purchase a meal ticket for any meals provided for prospects and will continue to receipt each payment.

b. With regard to official visit mileage reimbursement, the compliance office has modified its official visit approval form and its official visit mileage voucher to reflect the rule that mileage money shall only be provided to those prospects who drive themselves to an official visit or prospects who are driven to an official visit by their parents or legal guardians.

c. With regard to official visit meals, the football recruiting office has begun documenting the receipt of meal payments from anyone not covered by permissible official visit rules.

9. For all incoming scholarship student-athletes, the coordinator of eligibility and financial aid within the athletics department will photocopy all transcripts received during the recruiting process and send these transcripts to the admissions counselor responsible for student-athletes admissions. When the final transcript is received in the admissions office, the admissions counselor will carefully compare the transcripts received during the recruiting process with the final transcript to determine if any discrepancies exist. If discrepancies exist, the admissions counselor will then contact the student's high school and perform any other necessary inquiries needed.

10. As a proactive measure the faculty athletics representative and the associate athletic director of compliance will give a presentation on NCAA rules to all new university board of trustee members.

11. The university has brought the management of football camps and coaches' clinics, which had previously been managed by an outside management company hired by the head coach, back under the auspices of the athletic department.

12. The university has updated its "Guide to NCAA Rules for Alumni, Faculty and Friends" brochure and this fall has mailed a copy to all

season ticket holders in all sports. The associate athletic director for compliance will speak regularly at various alumni and booster club gatherings where she will continuously reiterate the importance of rules compliance by all individuals associated with the athletics department.

B. ADDITIONAL PENALTIES IMPOSED BY THE COMMITTEE ON INFRACTIONS.

The Committee on Infractions agreed with and adopted the actions taken by the university.

Because the university is a two-time repeat violator with prior infractions cases in 1995 and 1999, because the recruiting violations set forth in this report were some of the most serious in recent memory and because the university bears some responsibility for the special status athletics representatives A and C enjoyed within the athletics program, the committee very seriously considered imposing repeat-violator penalties pursuant to Bylaw 19.6.2.3.2-(a) and, in particular, prohibiting outside competition (the so called “death penalty”) in the sport of football. Although the committee ultimately declined to impose a prohibition on outside competition, the committee emphasizes that this was a very close question greatly influenced by the particular circumstances of this case and of the university’s infractions history. On the one occasion in which the "death penalty" was imposed, the penalized institution also had a series of major infractions cases. In that instance however, there was a demonstrated blatant disregard for NCAA rules that permeated through out the entire university and its governance structure. In this case, by contrast, university officials cooperated fully with the enforcement staff, often at great personal criticism, in a diligent effort to develop complete information regarding the violations. Had this candor and cooperation been lacking, the death penalty (as well as substantial penalties in addition to those imposed in this case) would have been imposed.

Although the committee declined to impose penalties pursuant to Bylaw 19.6.2.3.2-(a), the committee concluded that, for the reasons set forth in detail at the outset of this report, additional penalties clearly were warranted. The committee therefore additionally imposed those presumptive penalties directly related to the violations in this case as well as other penalties tailored to the nature and scope of the violations that were committed. The additional penalties imposed by the committee are as follows:

1. The University of Alabama shall be publicly reprimanded and censured.

2. The university shall be placed on five years of probation commencing February 1, 2002. This period coincides with the length of time in which the university is subject to the repeat violator rule (Bylaw 19.6.2.3).

3. The institution's football team shall end its 2002 and 2003 seasons with the playing of its last regularly scheduled, in-season contests and shall not be eligible to participate in any bowl game or take advantage of the exemption provided in Bylaw 17.10.5.3 for preseason competition.

4. The institution shall reduce the permissible limit of 25 initial grants in the sport of football in 2002-03 to 17; in 2003-04 to 18; and in 2004-05 to 19. (Note: the university had proposed a limit of 17 initial grants in the sport of football in 2002-03 to 17; in 2003-04 to 21; and in 2004-05 to 22). Further, the university shall also reduce the total number of football counters available under Bylaw 15.5.5.1 from 85 to 80 during each of those years.

5. For the period of the probation, the university shall prohibit all non-institutional athletics representatives (except former football student-athletes approved by the Associate Director of Athletics for Compliance on a case-by-case basis) from doing the following:

   a. Traveling on football team charters.
   b. Attending football team practices normally closed to the public.
   c. Participating in any fashion with the university's football camps including the donation of funds to the camps.
   d. Accessing sidelines and locker rooms before, during and after football games.

6. The university shall show-cause why it should not be penalized further if it fails to permanently disassociate from its athletics programs athletics representatives A, B and C based upon their involvement in violations of NCAA legislation as set forth in Findings II-A, II-B, II-C, II-F and II-G. All disassociations shall include the following provisions:

   a. Refraining from accepting any assistance, including aid in the recruitment of prospective student-athletes, the support of enrolled student-athletes or providing benefits for athletics department personnel;

b. Refusing financial assistance or contributions (in cash or in kind) to the university's athletics program;

c. Ensuring that no athletics benefits or privileges, including preferential tickets, are provided, either directly or indirectly, that are unavailable to the public at large; and

d. Implementing other actions that the university determines to be within its authority to eliminate involvement in the university's athletics program.

7. Further, the university shall show-cause why it should not be penalized further if it fails to disassociate athletics representative D from its athletics programs athletics for a period of at least three years based upon his involvement in violations of NCAA legislation as set forth in Finding II-E. The conditions of disassociation shall be the same as set forth in the preceding penalty.

8. The committee considered imposing a show-cause order under NCAA Bylaw 19.6.2.2-(1) against Alabama assistant coach A but decided not to do so, due to the fact that he was terminated by the university at the conclusion of the 2000 season and since that time has been out of college coaching, under what the committee considered to be a *de facto* show-cause order.

9. During this period of probation, the institution shall:

a. Continue to develop and implement a comprehensive educational program on NCAA legislation, including seminars and testing, to instruct the coaches, the faculty athletics representative, all athletics department personnel and all university staff members with responsibility for the certification of student-athletes for admission, retention, financial aid or competition;

b. Submit a preliminary report to the director of the NCAA infractions committees by March 15, 2002, setting forth a schedule for its compliance and educational program and

c. File with the committee's director annual compliance reports indicating the progress made with this program by November 15 of

each year during the probationary period. Particular emphasis should be placed on the monitoring and education of athletics representatives. The reports must also include documentation of the university's compliance with the penalties (adopted and) imposed by the committee.

10. At the conclusion of the probationary period, the university'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, the University of Alabama, Tuscaloosa, shall be subject to the provisions of NCAA Bylaw 19.6.2.3, concerning repeat violators, for a five-year period beginning on the effective date of the penalties in this case, February 1, 2002.

Should Alabama or the involved individuals appeal either the findings of violations or penalties in this case to the NCAA Infractions Appeals Committee, the Committee on Infractions will submit a response to the members of the appeals committee. This response may include additional information in accordance with Bylaw 32.10.5. A copy of the report would be provided to the institution prior to the institution's appearance before the appeals committee.

The committee is aware that criminal charges have been made against some of the individuals involved in the findings which took place in Memphis. As noted at the hearing, under NCAA Bylaws 19.02.3 and 19.6.2.8.1 the committee has the prerogative to reexamine this case should new information come to light as a result of judicial proceedings which occur within a reasonable time subsequent to the conclusion of this case.

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
Andrea Myers
James Park Jr.
Josephine R. Potuto
Thomas E. Yeager, chair

APPENDIX 1

CASE CHRONOLOGY.

1999

November 1 - The institution reported the results of an investigation into a possible academic fraud violation involving the institution to the NCAA.

2000

Spring - The enforcement staff investigated the academic fraud allegation and interviewed other sources, who reported information about recruiting violations involving athletics representative A.

July - November - The enforcement staff conducted interviews on- and off-campus regarding potential violations.

December 20 - The enforcement staff invited the institution to participate in an interview with assistant high-school football coach. A decision is made soon thereafter to coordinate interviews with the institution and conference investigator.

2000 to 2001

December 2000 to August 2001 - The enforcement staff and institution conduct a joint inquiry with the assistance of the Southeastern Conference investigator.

2001

February 21 - The enforcement staff sent a letter of preliminary inquiry to the institution.

August 21 - The enforcement staff sent a letter to the president of the institution advising that the review of information in this case was continuing.

September - The enforcement staff issued a letter of official inquiry to the institution to Alabama assistant coaches A and B.

October 24 - Alabama assistant coach B and the institution submitted their responses to the letter of official inquiry.

October 25 - Alabama assistant coach A submitted his response to the letter of official inquiry.

October 30 - Prehearing conference conducted between the enforcement staff and the institution.

October 31 - Prehearing conference conducted with the enforcement staff and assistant coaches A and B respectively.

November 6 - The institution submitted a supplemental memorandum to its response.

November 16 - The institution appeared before the NCAA Division I Committee on Infractions.

2002

February 1 - Infractions Report No. 193 is released.

APPENDIX 2

Regarding Findings II-A-1 to -5, the university, the enforcement staff and the committee all agreed with the facts as alleged and that they are sufficient to establish violations of NCAA legislation as alleged. The university disagreed that a finding of these violations could be made or penalties assessed, arguing that the violations that were the subject of Findings II-A-1 to -5 (but not II-A-6) were committed outside the four-year statute of limitations and that no exception to the statutory period applied under NCAA Bylaw 32.5.2. The enforcement staff agreed that the violations were outside the four-year period but disagreed that the charges were barred by the bylaw, arguing that the conduct of the athletics representatives constituted "a pattern of willful violations which began before but continued into the four-year period" under exception (b) of the bylaw. The committee agreed with the enforcement staff.

NCAA Bylaw 32.5.2 reads as follows:

> 32.5.2 Statute of Limitations. Allegations included in a letter of official inquiry shall be limited to possible violations occurring not earlier than four years before the date the notice of preliminary inquiry is forwarded to the institution or the date the institution notifies (or, if earlier, should have notified) the enforcement staff of its inquiries into the matter. However, the following shall not be subject to the four-year limitation: (Revised: 10/12/94)
>
> a. Allegations involving violations affecting the eligibility of a current student-athlete;
>
> b. Allegations in a case in which information is developed to indicate a pattern of willful violations on the part of the institution or individual involved, which began before but continued into the four year period; and
>
> c. Allegations that indicate a blatant disregard for the Association's fundamental recruiting, extra benefit, academic or ethical-conduct regulations or that involve an effort to conceal the occurrence of the violation. In such cases, the enforcement staff shall have a one-year period after the date information concerning the matter becomes available to the NCAA to investigate and submit to the institution an official inquiry concerning the matter.

It is clear, of course, that the violations involving the recruitment of student-athlete 1 occurred during the 1995-96 and 1996-97 academic years, that the letter of preliminary inquiry in this case was dated February 21, 2001, and that the letter of official inquiry was sent in September 2001. It

also is clear that athletics representatives A and C had improper contact with prospect 1 and his parents and that all three were involved in improper recruiting activities. Further, it is clear that the athletics representatives acted in this and other instances with the same purpose and motive -- to get blue-chip recruits to enroll and compete for the university. Similarly, it is clear that athletics representatives A and C knew each other and acted in close and continuous cooperation with each other to achieve this purpose. Moreover, the record contains statements from them as well as other information demonstrating that they were willing to and did violate NCAA legislation to make payments to recruits and that their illegal payments to recruits, student-athletes, and others had continued for a lengthy period of time and only stopped (if indeed it did) well after the letter of official inquiry and the investigation resulting in the findings in this infractions case. Athletics representative A offered and provided cash to a high-school coach in the recruitment of prospect 2 as set forth in Finding II-B, made an impermissible loan to an assistant football coach as stated in Finding II-C and made an impermissible contact with a prospective student-athlete as documented in Finding II-G. Athletics representative C is named in Findings II-A-6, II-F and II-G. He made impermissible recruiting contacts, provided inducements and made offers to prospect 1's parents in Findings II-A-6 and II-G; he provided extra benefits to a football student-athlete in Finding II-F. Findings II-C-1, II-C-2 and II-G were acknowledged by the university; it could not conclude whether violations occurred with regard to Findings II-B and II-F. With regard to II-A-6, the university not only agreed with the facts as found and that they constituted violations of NCAA legislation, but the university made no claim that these violations were time-barred even though they also occurred in academic years 1995-96 and 1996-97. The committee concluded, therefore, that the circumstances, purpose, and activities in which these athletics representatives cooperatively engaged clearly represented a pattern of willful violations that included the conduct resulting in Findings II-A-1 to 5 and that continued well into the four-year period represented by this inquiry.