



## ***News Release***

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### **UNIVERSITY OF KANSAS** **PUBLIC INFRACTIONS REPORT**

#### **A. INTRODUCTION.**

On August 13, 2006, officials from the University of Kansas appeared before the Division I Committee on Infractions to address allegations of NCAA violations in the institution's athletics program. Also appearing were a former athletics staff member and his legal counsel. A former graduate assistant football coach referenced in Finding B-1 did not appear.

Major violations occurred in the men's basketball program from 2002 through 2005. During that time frame, a representative of the institution's athletics interests supplied cash, transportation, clothing and other benefits to two men's basketball student-athletes. The athletics representative befriended one of the young men while he was still a prospect, buying him clothing and meals and transporting him to a number of the institution's men's basketball contests. He also supplied the prospect's brother with movie and football game tickets. On one occasion, the athletics representative, the student-athlete and the young man's Amateur Athletic Union (AAU) basketball coach traveled approximately 1,000 miles (round trip) to watch the institution compete in the NCAA Division I Men's Basketball Championship Regional Semi-Final and Regional Final contests. On that trip, the athletics representative covered all the costs of the transportation, meals and lodging for the student-athlete and transportation for the AAU coach. The athletics representative also allowed the student-athlete to spend the night in the athletics representative's home and, additionally, provided movie tickets and meals to the student-athlete's brother and transportation for his mother. The total value of the services and items provided to the student-athlete, members of his family and his AAU coach, while the young man was still a prospect, was approximately \$1,200.

The athletics representative continued his relationship with this student-athlete after the young man enrolled at the institution. He continued to transport members of the young man's family to the institution's men's basketball games and he made special arrangements for the student-athlete's mother to purchase a pickup truck from the representative. The athletics representative later provided a \$2,400 loan to the student-

athlete's mother so she could purchase a second vehicle and he allowed her to drive his vehicle to the institution's campus to watch her son compete. The athletics representative continued to provide items to this student-athlete including meals, groceries, a gift card, use of his vehicle and small amounts of cash. The total value of items received by the student-athlete and members of his family subsequent to the young man's enrollment in the institution was approximately \$3,500. The total value of inducements and benefits given to the young man, his AAU coach and his family members were in excess of \$4,500.

The athletics representative provided similar benefits to a second student-athlete and/or members of his family, including transportation to medical appointments and the institution's men's basketball games. The athletics representative also allowed this student-athlete to use the representative's vehicle. The total value of the benefits provided to the second student-athlete and/or members of his family by the athletics representative was approximately \$450.

Finally, during the summers of 2004 and 2005, the athletics representative purchased meals for three additional student-athletes.

A separate investigation also revealed that representatives of the institution's athletics interests were supplying graduation gifts, including cash, to senior men's basketball student-athletes who had exhausted their eligibility. The athletics representatives were doing so with the knowledge and approval of certain personnel within the department of athletics.

Major infractions also occurred in the institution's football program during the summer of 2003 after seven two-year college prospects moved onto the institution's campus to take part in voluntary conditioning activities and take correspondence courses. The young men had previously signed National Letters of Intent (NLI's) but had not yet qualified for admission to the institution and eligibility for athletics participation. The most serious of the violations involved academic fraud, which occurred when a former graduate assistant football coach supplied two of the prospects with answers to test questions when they were taking an exam in his dormitory room. The exam was part of a correspondence course the young men were taking in an attempt to become eligible for admission to the institution and athletics participation.

While on campus the seven two-year college prospects were allowed to use student-athlete support services facilities and computers (even though they were not enrolled in institutional classes) and the offices and computers of graduate assistant football coaches, to study and complete course work for the correspondence courses they were taking. Two members of the football staff arranged for a local high school teacher to serve as a proctor for the prospects' exams. The former graduate assistant football coach previously

referenced and a second graduate assistant football coach as well as the proctor (who is a former student-athlete at the institution), provided transportation to the prospects to the testing site. Set forth in further details in the committee's rationale for Finding B-6, this situation illustrated a lack of monitoring of the prospects and also contributed to the committee's conclusion that the institution lacked control over its department of athletics.

This committee has stated in numerous cases (Savannah State University-Case No. M239 (2006); University of Arkansas, Little Rock-Case No. M150 (1999); California State University, Fullerton-Case No. M131 (1999); University of Cincinnati-Case No. M139 (1998) that it is critical for member institutions to monitor the activities of prospects moving to the campus vicinity in the summer prior to initial enrollment. Members of the coaching staff were well aware that the prospects in this case had not yet met all their academic requirements for admission to the institution and eligibility for athletics participation; therefore, the need for monitoring them was particularly keen. As noted in numerous infractions cases, there is an elevated risk of violations when prospective student-athletes are brought to campus during the summer before their initial full-time enrollment. The prospects were not allowed to receive any kind of assistance and were responsible for all of their meals and lodging expenses. These situations can result in impermissible inducements/benefits being supplied by someone associated with the institution, and the committee reiterates that it is imperative that institutions carefully track the activities of prospects in the vicinity of campus during the summer prior to initial enrollment.

The committee finds that during the period in which the violations took place, the institution lacked control over its department of athletics and that the deficiency contributed to the problems that arose. Prior to a new director of athletics being appointed in the summer of 2001, the institution commissioned an outside auditor to conduct a review of athletics department procedures. The outside auditor spent time on campus and interviewed numerous individuals both within and outside the department. The outside auditor found that a lack of communication within the department had created widespread problems and that the compliance effort was inadequate, as there was only one full-time staff person to handle compliance matters for the 500-plus student-athletes and all the coaches at the institution. Among other recommendations, the outside auditor proposed that certain resources be reallocated to the compliance effort. Shortly thereafter, a new director of athletics was hired and instructed by the chancellor to implement the changes recommended in the outside auditor's report, including the hiring of additional staff.

The changes did not take place. Instead of bolstering the compliance effort, the director of athletics at the time assigned the additional responsibilities of senior women administrator to the compliance officer who agreed to take on the new responsibilities only after being assured that more staff members would be added to the compliance

office. Even though funds were allocated for a new compliance position, it was not created or filled. When the compliance officer subsequently voiced her concerns to the then director of athletics, she was told by him that "compliance doesn't sell tickets." The compliance officer and the senior associate athletics director reported that marketing and the sale of football tickets were the top priorities of the then director of athletics. Both the senior associate athletics director and the director of student-athlete support services recalled that they too were told by the then director of athletics that expending funds for compliance did not benefit the department. In April 2002, the faculty athletics representative spoke to the then director of athletics about the compliance office being understaffed, but again no action was taken. The problem was exacerbated when the position of compliance auditor was vacant from March to December 2002. The compliance auditor is responsible for scrutinizing athletics expense reports for NCAA rules violations. It was not until the present director of athletics was hired in the summer of 2003 that additional staff members were hired in the compliance office. The committee notes that under the present athletics administration, the institution has strengthened and more adequately staffed its compliance office.

However, the deficiencies in the compliance effort cannot all be attributed to the then director of athletics. After the chancellor instructed the then director of athletics to make the improvements suggested by the outside auditor, no one in the institution's administration followed up to make sure he complied. It was not until approximately 18 months later that the institutional administration realized that compliance was still understaffed. Meanwhile, the compliance officer continued to be overwhelmed, but she shares some responsibilities for the problems with the compliance effort on campus. For over five years she failed to report certain secondary infractions to the conference or NCAA (documents concerning them were found on her desk after she left the institution) and, as noted in the committee rationales for Findings B-2 and B-6, she failed to respond to the director of student-athlete support services in May 2003, when he inquired about what services could be provided to the many two-year college transfer prospective student-athletes who had arrived on campus. When the compliance officer failed to respond, the director of student-athlete support services wrongly concluded that the prospects could use institutional facilities and computers, leading to the violations set forth in Finding B-2. The breakdowns in communications and the failure of the compliance office to meet its responsibilities--coupled with the then director of athletics ignoring the need to upgrade the compliance effort--are clear indicators of a lack of institutional control.

A member of the Big 12 Conference, the institution has an enrollment of approximately 29,000 students. It sponsors seven men's and 11 women's intercollegiate sports. This was the institution's sixth major infractions case. It had previous infractions cases in 1988 (men's basketball); 1983 (football); 1972 (men's basketball, football, men's track and field); 1960 (football and men's basketball) and 1957 (men's basketball).

**B. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.**

**1. UNETHICAL CONDUCT [NCAA Bylaws 10.1 and 10.1-(b)]**

In August 2003, a former graduate assistant football coach ("former graduate assistant coach A") violated the principles of ethical conduct when he committed academic fraud with two prospective football student-athletes during the completion of the prospects' exams for correspondence courses offered by Brigham Young University (Brigham Young).

Specifically, in August 2003, former graduate assistant coach A assisted two prospective football student-athletes ("student-athletes 1 and 2," respectively) in the completion of their Geography 101 exam. Former graduate assistant coach A provided student-athletes 1 and 2 answers to questions for their exams while the young men completed the exams in his dorm room during fall football camp.

**Committee Rationale**

The enforcement staff and the institution were in substantial agreement as to the facts of this finding and that major violations occurred. Former graduate assistant coach A did not agree with the facts or that he committed academic fraud by providing impermissible assistance to student-athletes 1 and 2. The committee finds that the violations occurred.

Both student-athletes 1 and 2 finished the spring 2003 semester at junior colleges but failed to graduate. They had previously signed NLI's to enroll at the institution and moved to the vicinity of the institution in the early summer hoping to complete their associate degrees through correspondence courses. Both lived on campus and enrolled in courses offered through Brigham Young, including Geography 101.

Student-athletes 1 and 2 attended different junior colleges and were not acquainted until arriving at the institution's campus. In separate interviews, both related an incident that occurred while they were taking an exam for their Geography 101 course in former graduate assistant coach A's dormitory room. Student-athlete 2 stated that in August 2003, at a time after football practices had begun, he and student-athlete 1 were told by former graduate assistant coach A to come to his room to eat pizza and take their test. Upon their arrival at his room, he gave them envelopes containing their 100-question tests. The prospects sat at either end of former graduate assistant coach A's table and read the questions while he looked up the answers in the textbook. They returned the completed tests to former graduate assistant football coach A. Student-athlete 2 was able

to accurately describe the detail of former graduate assistant coach A's room. Student-athlete 2 was later admitted to the institution and competed during the 2003 season.

Student-athlete 1 said that after former graduate assistant coach A found out that he had failed his midterm exams in two of his Brigham Young courses, including Geography 101, former graduate assistant coach A subsequently provided assistance to student-athlete 1 on "retakes" and finals. Student-athlete 1 reported that he took exams on more than one occasion in former graduate assistant coach A's room and that on some of those occasions other prospects, including student-athlete 2, also took tests there. He recalled that one instance occurred in August while football camp was ongoing. At that time he went to the dorm room and was provided the answers to his 100-question test. Student-athlete 1 failed to gain admission to the institution and never enrolled.

Former graduate assistant coach A denied providing test answers to prospects and claimed no knowledge of exams being taken in his dorm room. However, he acknowledged "assist[ing] the students in studying for some classes just as the tutors would" in his dorm room. In light of the consistent accounts from the two student-athletes and the fact that they implicated themselves in academic fraud, his denials are unpersuasive.

## **2. IMPERMISSIBLE INDUCEMENTS [NCAA Bylaws 13.2.1 and 13.2.7]**

During the summer of 2003, athletics department staff members provided impermissible assistance to seven prospective football student-athletes who lived on the institution's campus. Specifically:

- a. Student-athlete support services staff members and football coaching staff members permitted seven prospective football student-athletes (student-athletes 1 and 2 along with five other prospective student-athletes "student-athletes 3, 4, 5, 6 and 7," respectively) to use student-athlete support services facilities and the graduate assistant football coaches' office to study for and complete course work for their correspondence courses. Additionally, the same staff members permitted the prospects to use computers located in the student-athlete support services facilities and in the graduate assistant football coaches' office to complete their course work.
- b. An assistant football coach and a former graduate assistant football ("former graduate assistant coach B") arranged for a local high school teacher (the "proctor") to serve as a proctor for student-athletes 1, 2, 3, 4, 5, 6 and 7. Specifically, the former assistant coach and former graduate

assistant coach B contacted the proctor to determine whether she would be willing to serve as a proctor for the prospects. Additionally, former graduate assistant coach B scheduled exam times with the proctor on behalf of the prospective student-athletes. On one occasion in August 2003, former graduate assistant coach B obtained an exam from the proctor and provided it to student-athlete 7 with the understanding that the young man would complete the exam on his own without the presence of the proctor. (Note: The proctor had already signed the exam attesting that she had proctored it.) The young man completed the test on his own and it was returned to Brigham Young.

- c. Former graduate assistant coaches A and B, along with the proctor provided impermissible transportation for some of the prospects between the institution's campus and the proctor's school on several occasions.

### **Committee Rationale**

The enforcement staff and the institution were in substantial agreement as to the facts of the allegation and that violations occurred. The institution previously self-reported similar violations. The former assistant coach and former graduate assistant coaches A and B agreed to the facts, but indicated that they were unaware that they were violating NCAA rules. The committee finds that the violations occurred.

Regarding Finding B-2-a, the impermissible use of the athletics and academics facilities came about in part due to deficiencies in the athletics compliance program. Those deficiencies will be discussed in detail in Finding B-6. Following the spring 2003 semester, the football staff asked the director of student-athlete support services for assistance in dealing with a number of two-year college prospects who were coming to the institution but had not yet met graduation requirements at their respective junior colleges. The football staff wanted to know what type of assistance could be provided to the prospects to ensure that they enrolled in, and successfully completed correspondence courses. The director of student-athlete support services sent an e-mail to the director of compliance asking for guidance, but when he did not receive a reply, he made the decision that the only things they could not provide for the prospects were tutoring services and exam proctors; thus, the prospects were allowed full use of student-athlete support services' facilities and computers. The football staff at no time contacted the compliance staff to ascertain what it could do but instead followed the lead of the student-athlete support services office. Consequently, the prospects were also allowed to use computers in the graduate assistants' offices to complete their assignments.

Regarding Findings B-2-b and B-2-c, the former assistant coach and former graduate assistant coach B were out one night socially and ran into the proctor, a friend of the former assistant coach's. During the course of the evening they talked about her being a high school teacher. The proctor was shortly thereafter contacted by graduate assistant coach B to gauge her interest in proctoring the prospects' exams; she agreed to help. Both the head football coach and the director of student-athlete support services knew that the proctor was helping, but neither of them were aware that it was impermissible to arrange proctoring services for a prospect. At various times through the summer, former graduate assistant coaches A and B and the proctor provided transportation for the prospects from the campus to the proctor's school so that exams could be taken in the proctor's presence. None of the staff members involved in the arrangement of the proctoring services contacted the compliance office to determine whether the provision of such services was allowable.

**3. IMPERMISSIBLE INDUCEMENTS AND BENEFITS [NCAA Bylaws 13.2.1, 13.2.2-(b), 13.2.2-(d), 13.2.2-(h), 13.6.4, 13.7.2.4, 16.11.2.1, 16.11.2.3-(a) and 16.11.2.3-(c)]**

From 2003 through 2005, a representative of the institution's athletics interests ("representative 1") provided prospective men's basketball student-athlete ("student-athlete 8") and student-athlete 8's family improper benefits while student-athlete 8 was enrolled in high school and being recruited by the institution. Additionally, representative 1 continued to provide improper benefits to student-athlete 8 and his family subsequent to student-athlete 8's enrollment at the institution in the fall of 2004.

a. While student-athlete 8 was a prospective men's basketball student-athlete being recruited by the institution, representative 1 provided student-athlete 8 and his family impermissible automobile transportation to the institution's men's basketball contests, impermissible gifts, impermissible lodging and impermissible automobile transportation to enroll at the institution. Specifically:

(1) On six occasions in 2003 and 2004, representative 1 drove student-athlete 8 from his home to the institution's campus to watch men's basketball contests. The round-trip distance between the young man's home and the institution's campus is 636 miles; therefore, the total mileage for the six trips is 3,816 miles. The total value of the transportation was approximately \$534. Additionally, in the summer of 2004, representative 1 drove student-athlete 8's mother and grandmother a total distance of approximately 196 miles to



watch student-athlete 8 participate in a summer all-star contest. The total value of this transportation was approximately \$28.

- (2) On multiple occasions in 2003 and 2004, representative 1 drove student-athlete 8's younger brother to restaurants and purchased him meals at those restaurants. Additionally, representative 1 drove the brother to movies and junior high football games on several occasions and paid his admission into the movies and games.
  - (3) In March 2004, representative 1 drove student-athlete 8 and his AAU coach a total round-trip distance of approximately 1,000 miles so that student-athlete 8 and his AAU coach could accompany representative 1 at the institution's NCAA Division I Men's Basketball Championship Regional Semifinal and Regional Final contests on March 26 and 28. The total value of the transportation was approximately \$140. Additionally, representative 1 provided meals and hotel accommodations to student-athlete 8 in conjunction with the trip. The total value of these benefits was approximately \$89. Further, the institution provided student-athlete 8 a complimentary admission for the NCAA championship contests.
  - (4) Upon student-athlete 8's graduation from high school in June 2004, representative 1 purchased three shirts and three pairs of shorts for student-athlete 8, a total benefit of approximately \$120.
  - (5) On three to five occasions in 2003 and 2004, representative 1 permitted student-athlete 8 to spend the night at his home, a total benefit of approximately \$200.
  - (6) In June 2004, representative 1 drove student-athlete 8 and his mother from their home to the institution's campus, a distance of approximately 318 miles, for student-athlete 8's initial enrollment. The value of the transportation was approximately \$45. Additionally, representative 1 drove student-athlete 8's mother back to her home, an additional 318 miles. The approximate value of the transportation was an additional \$45.
- b. Subsequent to student-athlete 8's enrollment at the institution, representative 1 provided student-athlete 8 and his family impermissible gifts including assistance in purchasing two vehicles, cash, automobile

transportation and the use of his vehicle. Additionally, representative 1 provided multiple meals to student-athlete 8 and his family members and permitted student-athlete 8's mother to use his vehicle to attend the institution's men's basketball contests. Specifically:

- (1) In December 2004, representative 1 made special arrangements for student-athlete 8's mother to purchase his son's pickup truck, for student-athlete 8's use, for \$2,500, with the agreement that student-athlete 8's mother would pay \$500 as a down payment and then pay representative 1 \$150 a month, no interest, to pay off the remaining balance of the purchase price.
- (2) In February 2005, representative 1 provided student-athlete 8's mother a loan of \$2,400 in order for her to purchase a sports utility vehicle with a purchase price of \$4,900, for student-athlete 8. Student-athlete 8's mother traded in the pickup truck for \$2,500 and needed representative 1's assistance in order to pay the remaining \$2,400 of the purchase price.
- (3) On multiple occasions in 2004 and 2005, representative 1 provided student-athlete 8's family members automobile transportation.
  - a. Representative 1 drove student-athlete 8's mother from the family home to the institution's campus on seven occasions, a total round-trip distance of approximately 4,452 miles, to watch student-athlete 8's men's basketball contests. The total value of the transportation was approximately \$623. Additionally, representative 1 permitted student-athlete 8's mother to use his vehicle to drive from her home to the institution's campus on two occasions to attend student-athlete 8's men's basketball contests.
  - b. Representative 1 drove student-athlete 8's brother from student-athlete 8's home to the institution's campus on one occasion, a total round-trip distance of approximately 636 miles, in order to visit student-athlete 8. The total value of the transportation was approximately \$89.
- (4) On 12 to 15 occasions in 2004 and 2005, representative 1 purchased meals with a total value of approximately \$120 for student-athlete 8 and/or his family after his men's basketball contests.

- (5) On multiple occasions in 2004 and 2005, representative 1 provided student-athlete 8 with gifts including groceries, toiletries, a department store gift card and small amounts of cash. During the same time frame representative 1 also allowed student-athlete 8 to drive representative 1's vehicle locally near his home. The total value of these benefits was approximately \$265.

### **Committee Rationale**

The enforcement staff and the institution were in substantial agreement as to the facts of this finding and that violations occurred. The institution previously self-reported these violations. The committee finds that the violations occurred.

Representative 1 is a graduate of the institution, a men's basketball season-ticket holder and a financial contributor to the institution. He lived in the same city as student-athlete 8 and made a conscious effort to develop a relationship with the young man after learning that his father had died some years earlier. The relationship began while student-athlete 8 was still a prospect and continued after the young man enrolled at the institution. In his interview, representative 1 acknowledged his relationship with student-athlete 8, saying they had met at a high school game the young man was attending (and in which another student-athlete was competing; see Finding B-4). Representative 1 became involved in student-athlete 8's life and, with the knowledge of the young man's mother, provided him, his family members and AAU coach with inducements and benefits as set forth in this finding.

The committee is particularly troubled by Finding B-3-a-3, which details a trip taken to the 2004 "Sweet 16" to watch the institution compete. Representative 1 transported student-athlete 8 and the young man's AAU coach to the games and the names of all three appear on the complimentary ticket list as guests of a men's basketball student-athlete ("student-athlete 9"). The AAU coach is listed as "coach" while representative 1 and student-athlete 8 are listed as "friend." These games were played in St. Louis, which is in relatively close proximity to the institution's campus, and the demand for tickets was surely very high. The vast majority of people receiving the complimentary tickets from players were immediate family members (only two other student-athletes listed any individuals as "friends"). Yet, the institution did not follow up to determine who was using the complimentary passes; had it done so, the impermissible acts of representative 1 might well have been discovered earlier and the name of student-athlete 8, who at the time was a prospect being actively recruited by the institution, likely would have been noticed. It was not until over a year later, in June 2005, that representative 1's activities came to light, and then it was only because representative 1 made some comments to the

chancellor at an alumni function that caused the chancellor to be concerned enough to ask the present director of athletics to investigate.

**4. IMPERMISSIBLE BENEFITS [NCAA Bylaws 16.11.2.1 and 16.11.2.3-(c)]**

From 2003 through 2005, representative 1 provided student-athlete 9 and his family impermissible benefits while the student-athlete was enrolled at the institution. Additionally, representative 1 provided impermissible meals to three other student-athletes ("student-athletes 10, 11 and 12," respectively) while they were enrolled at the institution. Specifically:

- a. On four occasions during the 2003-04 and 2004-05 academic years, representative 1 drove student-athlete 9's mother to the student-athlete's basketball contests. These rides were from student-athlete 9's home to Texas Christian University (2003-04), a total round-trip distance of approximately 400 miles; to the University of Missouri, Columbia (2004-05), a total round-trip distance of approximately 946 miles; and to the institution's campus on two occasions, a total round-trip distance of approximately 1,272 miles. The total value of the transportation was approximately \$367.
- b. On two occasions during the summer of 2005 representative 1 drove student-athlete 9 from student-athlete 9's home a total round-trip distance of approximately 322 miles so that student-athlete 9 could see a doctor regarding a leg injury. The total value of the transportation was approximately \$45. Further, during the summer of 2005, after student-athlete 9 decided to transfer from the institution, representative 1 used his vehicle on one occasion to transport student-athlete 9 and his belongings from campus back to his home, a total distance of approximately 318 miles. The total value of the transportation was approximately \$45.
- c. During the summers of 2004 and 2005 and while visiting student-athlete 9 in the vicinity of the institution's campus, representative 1 purchased meals for student-athletes 9, 10, 11 and 12. On one of the occasions representative 1 transported student-athlete 12 to the restaurant. Further, on one occasion in 2005, representative 1 allowed student-athlete 9 to drive representative 9's vehicle. The total value of the meals was approximately \$35.

### **Committee Rationale**

The enforcement staff and the institution were in substantial agreement as to the facts of this finding and that violations occurred. The committee finds that the violations occurred.

Representative 1, who was also involved in Finding B-3, introduced himself to student-athlete 9's parents at a high school basketball game when the young man was a high school junior. He maintained a relationship with them and, following student-athlete 9's fall 2003 enrollment in the institution, began offering transportation to games to the young man's mother. The mother accepted and at times gave representative 1 money to help cover the cost of gas. As set forth in this finding, representative 1 also transported student-athlete 9 to medical appointments and allowed the young man to drive his vehicle when attempting to teach him how to operate a manual transmission.

On his trips to the institution's campus to visit student-athletes 8 and 9 and watch them compete, representative 1 often accompanied the young men and their families to restaurants. At times, other student-athletes joined them, resulting in the violations regarding student-athletes 10, 11 and 12.

#### **5. IMPERMISSIBLE BENEFITS [NCAA Bylaw 16.11.2.1]**

From May 2000 through the 2003-04 academic year, two representatives of the institution's athletics interests provided gifts, including cash, to graduating men's basketball student-athletes who had exhausted their eligibility. Specifically, the representatives of the institution's athletics interests ("representatives 2 and 3," respectively), provided multiple men's basketball student-athletes gifts including, but not limited to, cash ranging from \$25 to \$400.

### **Committee Rationale**

The enforcement staff and the institution were in substantial agreement as to the facts of this finding and that violations occurred. The institution previously self-reported these violations. The committee finds that the violations occurred.

In May 2004, several weeks after the conclusion of the men's basketball season, the present director of athletics was in the vicinity of the men's basketball coaches' offices visiting with members of the staff. He saw that a secretary had dropped some mail and,

as he helped her pick it up, noticed that some was addressed to three senior men's basketball student-athletes in care of the coaches. He further noticed that the return address on all three items was that of representative 2. The present director of athletics asked the secretary if she knew what representative 2 was sending to the student-athletes; the secretary responded that she thought representative 2 provided graduation cards and small cash gifts to graduating men's basketball student-athletes.

The present director of athletics took possession of the three pieces of mail addressed to the student-athletes and eventually asked them to open the items in his presence. All three envelopes contained graduation cards and \$50 checks, which were returned to representative 2. None of the student-athletes was personally acquainted with representative 2 and the men's basketball coaching staff claimed no knowledge of the cards and gifts.

An investigation revealed that representative 2 is an elderly woman who in 1988 began sending cards and checks to graduating men's basketball student-athletes as a way of thanking them for their contributions to the institution and helping them continue their educations or start new lives. She sent them to the young men in care of the basketball office and often received thank-you notes from the student-athletes. The checks were usually in the amount of \$50 or less but occasionally as much as \$100. Representative 2 said she had asked for permission to send the gifts and that both a former director of athletics ("former director of athletics 1") and the former head men's basketball coach as well as others in the men's basketball office, were aware that she was sending the gifts.

The investigation also revealed that representative 3 had followed a similar practice beginning with either the 2000-01 or 2001-02 men's basketball senior student-athletes. At that time he began sending letters and personal checks of approximately \$300 to \$400 to each young man to assist them in transitioning to "the real world." Representative 3 stated that the former head men's basketball coach had told him it was permissible to provide "modest" amounts of money to senior men's basketball student-athletes who had either graduated or exhausted their eligibility.

Former director of athletics 1 reported that he had no knowledge of representatives 2 and 3, or any other athletics representative providing graduation gifts to student-athletes. The former head men's basketball coach claimed that he "ran it by the (compliance personnel)" at the institution when asked by boosters whether the provision of such gifts was allowable. Though he claimed that after he got a response from the compliance office he was of the opinion that such gifts were allowable, he could not recall with whom he had spoken or what information was given to him. Neither individual who worked in the compliance office during the relevant timeframe recalled ever having such a conversation with the former head men's basketball coach.

**6. FAILURE TO MONITOR AND LACK OF INSTITUTIONAL CONTROL  
[NCAA Constitution 2.1.1, 2.8.1 and 6.01.1]**

From the 2000-01 through the 2002-03 academic years, the institution demonstrated a lack of institutional control and failure to monitor in the conduct and administration of its athletics program in that (1) the institution failed to create and maintain an atmosphere for compliance, (2) failed to report NCAA rules violations, (3) failed to provide adequate NCAA rules education to boosters and graduate assistant football coaches and (4) failed to monitor the activities of prospective student-athletes who lived on campus. Specifically:

- a. Regarding the failure to create and maintain an atmosphere of compliance, during the 2001-02 and 2002-03 academic years, even though an outside auditor and some athletics department staff members, including the compliance coordinator, voiced concerns related to the inadequate staffing of the compliance program, there were no additional resources committed to improve the compliance program. As a result, the institution's compliance department was sometimes understaffed during this time period, which was also the time period when some of the allegations of this inquiry occurred.
- b. Regarding the failure to report NCAA rules violations, between December 1997 and March 2003, the athletics department failed to report in a timely manner to the NCAA enforcement staff multiple secondary violations.
- c. The athletics department failed to provide adequate NCAA rules education to boosters from 2000 to 2003 and any NCAA rules education to its graduate assistant football coaches during 2002-03.
- d. Regarding the failure to monitor the activities of prospective student-athletes who lived on the institution's campus, the football staff and student-athlete support services staff were aware that multiple prospective football student-athletes were living on campus from May to August 2003, yet these staff members failed to determine which provisions were impermissible for prospects and to monitor their activities.

**Committee Rationale**

The institution and the enforcement staff were in substantial agreement on many of the underlying facts of this finding. However, the institution disagreed that the facts

constituted a lack of institutional control; it maintained that they only established a failure to monitor the athletics program. The committee finds that the violations occurred.

Regarding Finding B-6-a and as detailed in the introduction to this report, the outside auditor made a specific recommendation in the summer of 2001 that more staff members be added to the compliance office. The outside auditor also commented on the poor communication within the department of athletics. When another director of athletics ("former director of athletics 2") was hired, he was instructed by the chancellor to implement the recommendation to add more compliance staff but he failed to do so. The faculty athletics representative also spoke to him about the issue and still no improvements to the compliance office were made until the present director of athletics was hired in the fall of 2003.

The committee noted the similarities between the present matter and the recent case of Baylor University-Case No. M219 (2005), a case in which the institution did not take steps to supplement a depleted compliance staff despite repeated requests by the associate director of athletics for compliance to do so. In the Baylor case, one of two full-time compliance staff members took an extended leave of absence due to a serious illness. She was not replaced on a temporary or full-time basis. Further, the remaining member of the compliance team, the associate athletics director for compliance, was assigned extensive duties outside of compliance, including interim senior woman administrator, sport supervision for all women's sports, supervisory duties over the athletics training staff and the weight training program, assisting the office of the general counsel with contractual work, tournament director for postseason basketball tournament, personnel liaison in the department of athletics and disciplinary liaison for the department of athletics. While the compliance office was understaffed, significant major violations occurred in the athletics program.

The lack of focus on compliance, along with the failure of the compliance officer to adequately perform her duties, directly contributed to the violations referenced in Findings B-6, including subparagraphs 6 (b) and (c). The compliance officer attributed her failure to report certain rules violations to her substantial workload and the fact that the position of compliance auditor was vacant for periods as long as six and 10 months during the relevant time frame (during those times she tried to do both jobs). As this committee stated in the case of Washington State University-Case No. M96 (1995), "the university lacked institutional control when it did not report known violations of NCAA rules...to the Pacific 10 Conference or the NCAA." In that case, three senior administrators in the department of athletics failed to take the appropriate steps to investigate and report violations of NCAA satisfactory progress and eligibility legislation.



Although the institution made some attempts to provide rules education for boosters, neither representatives 2 or 3, the two athletics representatives who provided "graduation gifts" to senior men's basketball student-athletes, recalled ever receiving any information from the institution regarding NCAA rules. As pointed out by representative 2, athletics department personnel, including the former head men's basketball coach and former director of athletics 1, were aware that she was providing the gifts. The former head men's basketball coach told representative 3 in either 2000, 2001 or 2002 that it was permissible to send "modest" amounts of money to senior men's basketball student-athletes. Finally, representative 1 reported that he could not recall ever receiving any NCAA rules information from the institution.

Regarding the graduate assistant football coaches, although opportunities existed for them to attend rules education sessions, the sessions were not mandatory. Neither former graduate assistant coaches A or B attended any of the sessions and, as a result, received no rules education and were unaware that they could not arrange for proctors, transportation to testing sites or use of institutional computers by the prospects (see Finding B-2).

The committee also notes that the institution failed to check complimentary ticket lists for the 2004 "Sweet 16" basketball games. This is normally a job for the compliance office. The failure to review those lists led to student-athlete 8 being impermissibly granted a complimentary pass to NCAA regional competitions and the institution missing a chance to discover the actions of representative 1 over a year earlier than it did.

Regarding Finding B-6-d, the compliance officer also failed to monitor, in any way, the influx of two-year college prospects to campus in the summer of 2003. In fact, in her interview the compliance officer denied any knowledge of the prospects being on campus, even though she had received an e-mail asking for guidance in dealing with them. That left the football graduate assistant coaches and the student-athlete support services staff to determine for themselves what they could permissibly provide to the young men. The director of student-athlete support services described the head football coach as "adamant" in his insistence that the two-year college prospects live on campus so as to complete summer workouts and take courses to cure their academic deficiencies. It was the first time the director of student-athlete support services could recall prospects moving to campus to complete courses prior to enrollment, and upon receiving the edict, he contacted the compliance office, via e-mail, for assistance in determining what his staff could do for them. His inquiry was not answered and he said he did not follow up with the compliance office because he had no faith that he would receive either a timely or correct answer. He described the compliance effort on campus as "nonexistent at that time, so there wasn't exactly a lot of help to be able to turn to [at] that particular time." He knew that he and his staff could not provide tutoring or proctors for the prospects but he assumed (wrongly) that he could allow them to use student-athlete support services

facilities including computers. (The committee notes that the faculty athletics representative was not consulted about proper procedures regarding these prospects.)

The football coaches followed the lead of the director of student-athlete support services. The football coaching staff did not contact the compliance office and instead relied on advice from the student-athlete support services staff. As a result, the former assistant coach and former graduate assistant football coaches A and B arranged for tutors, provided transportation to testing sites and allowed the prospects to use their offices to study and complete academic work. (see Finding B-2) The failure of the institution to adequately staff its compliance office, the failure of the compliance officer to adequately perform her duties and the complete breakdown of communication within the department of athletics demonstrated a lack of institutional control.

## **SECONDARY INFRACTIONS**

### **1. IMPERMISSIBLE TRANSPORTATION DURING RECRUITMENT. [NCAA Bylaw 13.2.1]**

During the fall of 2002, an assistant women's basketball coach provided impermissible transportation to a prospective women's basketball student-athlete when he drove her from an off-campus dormitory to an on-campus testing facility for the purpose of taking a standardized test.

### **2. IMPERMISSIBLE GIFTS DURING RECRUITMENT. [NCAA Bylaws 13.2.1, 13.2.2-(b) and 16.11.2.1]**

In spring of 2003, an assistant football coach provided impermissible gifts of clothing to a student-athlete while the student-athlete was being recruited by the institution. Additionally, the assistant coach provided other impermissible articles of clothing to the student-athlete subsequent to the student-athlete's enrollment at the institution in the fall of 2003.

### **3. IMPERMISSIBLE CONTACT AND TRANSPORTATION DURING RECRUITMENT. [NCAA Bylaws 11.7.2.2 and 13.1.2.3]**

On November 23, 2003, and December 12, 2004, graduate assistant football coaches had impermissible off-campus contact with prospective football student-athletes while they transported the prospects from the institution's campus to the prospects' homes subsequent to their official paid visits. Specifically, on November 23, a graduate assistant football coach transported a prospective football student-athlete from the institution's campus to the prospect's residence in

his hometown. Additionally, on December 12, another graduate assistant football coach transported a second prospective football student-athlete from campus to the prospect's residence in his hometown.

**4. MULTIPLE UNREPORTED SECONDARY VIOLATIONS RELATING TO RECRUITING AND EXTRA BENEFITS. [NCAA Bylaws 13.1.2.1, 13.2.1, 13.6.2.2, 13.7.2, 13.7.5.1, 13.7.5.1.1, 13.7.5.5, 13.7.6, 13.8.2.1.1, 13.9.1, 16.02.2, 16.5.2 and 17.12.8.1.2.1]**

From the 1997-98 through the 2002-03 academic years, athletics department staff members engaged in multiple secondary violations that compliance personnel did not report to the conference or NCAA as required. Included in the violations were six instances when prospects were reimbursed too much for mileage expenses, six occasions when institutional coaches purchased meals for high school coaches, four instances when student hosts received excessive payments, four occasions when certain individuals were provided impermissible meals during official paid visits, four instances when two "walk-on" student-athletes received training table meals and two instances when prospects stayed on campus in excess of the 48-hour limit on official paid visits. Further, the violations included single instances of a coach recruiting off-campus prior to passing the coaches certification test, impermissible off-campus contact with prospects, travel arrangements being made for the parents of a prospect, paying for an in-room movie for a prospect during an official paid visit and a coach caddying for a student-athlete during a golf tournament.

**5. IMPERMISSIBLE EXTRA BENEFIT. [NCAA Bylaw 16.11.2.1]**

Between 2003 and 2006, institutional staff members provided impermissible assistance in the arrangement of "barnstorming" tours for men's basketball student-athletes who had exhausted their eligibility. Specifically, after the conclusion of the men's basketball season, head men's basketball managers scheduled and arranged various games between men's basketball student-athletes who had exhausted their eligibility and outside teams. The men's basketball student-athletes received remuneration for their participation in the games and, at times, no-cost rental vehicles from local dealerships used for their transportation to the games.

**C. PENALTIES.**

For the reasons set forth in Parts A and B of this report, the Committee on Infractions finds that this case involved several major violations of NCAA legislation in both the

football and men's basketball programs at the institution. An athletics representative gave more than \$5,000 worth of inducements and benefits including meals, transportation, lodging and movie tickets to two men's basketball student-athletes and their families. Two other athletics representative's provided gifts, including cash, to graduating seniors in the men's basketball program. An incident of academic fraud allowed a two-year college transfer to become eligible for competition in the sport of football. That young man and other two-year football transfer student-athletes were impermissibly provided access to institutional services and facilities. Proctoring services were also arranged for them by members of the institution's football staff.

Moreover, the committee finds that from 2000 to 2003, the institution failed to monitor and lacked control over its athletics program. An outside auditor hired by the institution made a specific recommendation in 2001 that the institution's compliance effort be upgraded. His recommendation was ignored even though several staff members and the faculty athletics representative voiced their concerns to former director of athletics 2, and the chancellor ordered that certain changes be made. This failure to implement the recommendation was one reason why serious violations occurred in the athletics program. Also, the institution neglected for a period of years to report known NCAA rules violations or provide adequate rules education for athletics representatives, and in the 2002-03 academic year it failed to provide any rules education for its graduate assistant football coaches. Further, the institution failed to monitor the large number of two-year college prospects with academic deficiencies who moved to the institution's campus in the summer of 2003. As previously noted the violations resulting from these institutional failures included an instance of academic fraud as well as the provision of substantial benefits to prospects and enrolled student-athletes.

In determining the appropriate penalties to impose, the committee considered the institution's self-imposed penalties and corrective actions, its cooperation with the enforcement staff and its effort to thoroughly investigate the issues. [Note: The institution's corrective actions are contained in Appendix Two.] The penalties in this case are as follows, with the institution's self-imposed penalties so noted:

1. Public reprimand and censure.
2. Three years of probation from October 12, 2006, through October 11, 2009. (The institution had self-imposed a two-year period of probation beginning June 7, 2005.)
3. The institution restricted the number of two-year college transfer student-athletes it recruited to the football program to three for the 2005 and 2006 seasons. Due to the number of two-year college transfer student-athletes who had already committed to the institution for the 2005-06 academic year at the time the penalty

was imposed (May 2005), the institution adjusted the penalty so that it would be staggered to reflect one-year periods beginning January 1 of each year and concluding on December 31 of that year (as opposed to "academic years"). Therefore, from January 1, 2006, to December 31, 2006, the football program has been restricted to signing three two-year college transfer student-athletes. The same restriction will apply for 2007. The reduction to three two-year college transfers per year was a 66 percent reduction based on a four-year average of two-year college signees. (Self-imposed by the institution and adopted by the committee.)

4. Former graduate assistant coach A was involved in academic fraud on behalf of two prospective football student-athletes. His actions allowed student-athlete 2 to compete during the 2003 season when the young man was ineligible; thereby, conferring a significant competitive advantage upon the institution. Further, the institution's academic support staff and members of the football coaching staff provided impermissible benefits to seven prospective student-athletes during the summer of 2003. Therefore, the number of initial grant-in-aid awards in the sport of football shall be reduced by three for both the 2007-08 and 2008-09 academic years. This sanction will limit the institution to no more than 22 initial grants for both years. The institution had self-imposed a reduction of one initial grant for each of the 2005-06 and 2006-07 academic years.

Additionally, these reductions in financial aid awards are independent of any reductions necessitated by the Committee on Academic Performance (CAP) either as a contemporaneous or historical penalty. In consequence, should any such CAP penalties be imposed, the reductions must be taken from the total permissible grants-in-aid available AFTER those reductions.

5. The institution reduced the number of initial grant-in-aid awards in the sport of women's basketball by two for the 2005-06 academic year, resulting in a limit of 13. Further, the number of permissible off-campus recruiting coaches in the sport of women's basketball was reduced from three to two for the 2005-06 academic year. Although the committee finds these penalties to be wholly disproportionate to the *de minimus* secondary infractions committed by the women's basketball coaching staff, it notes that by the time the matter came before the committee, the penalties had already been served, as they were administered during the 2005-06 season. (Self-imposed by the institution.)
6. On the other hand, substantial major violations were found to have occurred in the men's basketball program, yet the institution imposed no sanctions upon this program. Over a three-year period, representative 1 provided impermissible inducements and/or benefits totaling approximately \$5,000 to two men's

basketball student-athletes (and lesser benefits to three other student-athletes). Two other representatives of the institution's athletics interests supplied "graduation gifts," including cash and clothing to men's basketball student-athletes over a four-year period. Several members of the athletics staff were aware that the gifts were being provided. As a result of accepting the impermissible items from representative 1, student-athlete 9 competed for the institution while ineligible to do so, thereby conferring a substantial competitive advantage upon the institution. Therefore, the men's basketball program shall be penalized as follows:

- a. It shall award no more than 12 grant-in-aid awards during the 2007-08 and 2008-09 academic years. If, following the 2006-07 basketball season, the institution has more than 12 student-athletes on previously-awarded grants scheduled to return for the 2007-08 academic year, it may defer this penalty for one year and serve it in 2008-09 and 2009-10.
  - b. Over the period encompassing the 2006-07 and 2007-08 academic years, it shall reduce official paid visits to the institution's campus by a total of eight from the maximum number allowable.
7. As previously noted, former graduate assistant coach A assisted two prospective student-athletes in the completion of an exam; a clear and serious breach of ethical conduct rules. One of the student-athletes used his passing grade in the course to gain athletics eligibility and competed for the institution during the 2003 season. Therefore, former graduate assistant A shall be informed in writing that, due to his involvement in the violations set forth in Part B of this report, if he seeks employment or affiliation in an athletically related position at an NCAA member institution during a three-year period (October 12, 2006, through October 11, 2009), he and the involved institution shall appear before the committee to consider whether the institution should be subject to the show cause procedures of Bylaw 19.6.2.2-(1), which could limit his athletically related duties at the new institution for a designated period.
  8. Representative 1 provided substantial inducements and extra benefits to two student-athletes and their families over a period of years and lesser benefits to three other student-athletes. According to a letter of disassociation sent by the institution to representative 1, he was aware of his status as a representative of the institution's athletics interests and knew that providing benefits to enrolled student-athletes violated NCAA rules. The total amount of inducements and benefits he provided was in excess of \$5,000. In his attempt to ingratiate himself to prospects, student-athletes and their families, he committed multiple major infractions for which the institution must now be held accountable. Additionally,

he put the eligibility of two young men in jeopardy and, in fact, student-athlete 9 was declared ineligible by the institution. The young man was withheld from some competition as a condition of his reinstatement to eligibility.

Therefore, the institution shall show cause why it should not be penalized further if it fails to disassociate representative 1 from the institution's athletics program based upon his involvement in the NCAA rules violations set forth in this report. The period of disassociation shall be four years from the date of this report (October 12, 2006, through October 11, 2010. (The institution had imposed a two year disassociation.) The disassociation shall include:

- a. Refraining from accepting any assistance from representative 1 that would aid in the recruitment of prospective student-athletes or the support of enrolled student-athletes;
  - b. Refusing financial assistance or contributions to the institution's athletics program from representative 1;
  - c. Ensuring that no athletics benefit or privilege is provided to representative 1, either directly or indirectly, that is not available to the public at large; and
  - d. Implementing other actions that the institution determines to be within its authority to eliminate the involvement of representative 1 in the institution's athletics program.
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 institution staff members with responsibility for the certification of student-athletes for admission, retention, financial aid or competition;
  - b. Submit a preliminary report to the office of the Committees on Infractions by December 15, 2006, setting forth a schedule for establishing this compliance and educational program; and
  - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by August 15 of each year during the probationary period. Particular emphasis should be

placed on athletics representative's education, coaching staff education and the tracking of prospective student-athletes who come to campus prior to initial enrollment. The reports must also include documentation of the institution's compliance with the penalties adopted and imposed by the committee, including specifying which years the grant-in-aid limitations will apply in the men's basketball program.

10. At the conclusion of the probationary period, the institution's president shall provide a letter to the committee affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
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As required by NCAA legislation for any institution involved in a major infractions case, the University of Kansas 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 12, 2006.

Should the University of Kansas 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 advises 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  
Richard Dunn  
Jack H. Friedenthal  
Craig Littlepage  
Gene A. Marsh, chair  
Andrea L. Myers  
Yvonne (Bonnie) Slatton  
Thomas E. Yeager

## **APPENDIX ONE**

### **CASE CHRONOLOGY.**

#### **2001**

Summer – Former director of athletics 2 was hired. At this time he promoted the compliance officer to associate athletics director/senior woman administrator with responsibilities in compliance, and gave her responsibilities in women's basketball, women's volleyball, women's tennis, women's swimming and diving, men's and women's golf, men's swimming and diving, and rowing. She took the added responsibilities of senior woman administrator with the understanding that an additional person would be hired for the compliance office.

July – The outside auditor who was previously contacted by the athletics department to conduct a review of its operations provided the institution a written assessment report. This report suggested that resources needed to be reallocated to other areas such as compliance because compliance was understaffed for 500 plus student-athletes. At this time, no additional staff members were added to the compliance office.

Fall – The compliance officer informed former director of athletics 2 that the compliance office needed additional staff. Former director of athletics 2 told the compliance officer, "Compliance doesn't sell tickets." At this time, no additional staff members were added to the compliance office.

#### **2002**

March – The compliance auditor position became vacant due to the staff member's departure and was not filled again until December 2002, a time lapse of 10 months.

April – The faculty athletics representative discussed with former director of athletics 2 the fact that the compliance office was understaffed. At this time, no additional staff members were added to the compliance office nor was the vacant compliance auditor position filled.

November – Representative 1 introduced himself to two prospective student-athletes (student-athletes 8 and 9) being recruited by the men's basketball staff. Around this time, student-athlete 9 signed a NLI with the institution.

#### **2003**

April to May – The football staff learned that several two-year college prospective student-athletes who were expected to enroll at the institution in the fall of 2003 would not be eligible for

competition that season due to academic deficiencies. Around this time, the student support services staff contacted the compliance office to determine whether it was permissible to provide services to these prospects while they were on campus but not enrolled in institutional courses. The student support services staff did not receive a response from the compliance office.

May to June – Several two-year college prospective student-athletes moved to the institution's campus and enrolled in Brigham Young correspondence courses hoping to fulfill academic requirements and gain NCAA eligibility.

June – The present director of athletics was hired. On his first day on the job, he was informed of possibly serious NCAA violations. He subsequently contacted an outside law firm to request a compliance review and investigation of possible NCAA rules violations. The present director of athletics then informed the NCAA enforcement services staff that the institution would begin a review of possible violations.

July – Football coaching staff members arranged for a local high school teacher to proctor correspondence course exams for the two-year college prospective student-athletes.

August – Football training camp began. At this time, several of the two-year college prospective student-athletes had not yet completed their correspondence courses.

August – The proctor provided former graduate assistant coach B some correspondence course exams for the two-year college prospective student-athletes. The proctor did so because she was unable to proctor the exams due to her vacation plans. At this time, the prospects were pressed for time to complete the correspondence courses and gain NCAA eligibility. Former graduate assistant coach B provided one of the exams to student-athlete 7 and permitted the young man to complete the exam without a proctor. The student-athlete subsequently passed the course, gained NCAA eligibility and competed on the football team.

August – Former graduate assistant coach A obtained correspondence course exams for two student-athletes. He provided the exams to those two student-athletes and assisted the young men in the completion of the exams by providing them the answers. One student-athlete subsequently passed the course, gained NCAA eligibility and competed on the football team. One student-athlete failed the course and did not enroll at the institution.

Fall – Student-athlete 2 reported to the faculty athletics representative that he received improper assistance in the completion of his correspondence course exams as well as items of clothing from an assistant football coach. The institution then began an independent inquiry into the matters.

Fall – Representative 1 violated NCAA legislation when he provided automobile transportation to a student-athlete 8 and his family and student-athlete 9's mother to various basketball games.

At the time, student-athlete 8 was a prospect. He signed a National Letter of Intent with the institution in November 2003. Student-athlete 9 was already enrolled at the institution. Representative 1 continued providing similar extra benefits to these individuals through the summer of 2004.

## **2004**

December – Representative 1 made special arrangements for student-athlete 8's mother to purchase his son's 1996 Chevrolet S-10.

## **2005**

February – Representative 1 provided student-athlete 8's mother a loan to purchase a 1995 Honda Passport.

June – An anonymous source reported information to the enforcement staff indicating that the representative 1 provided extra benefits to student-athlete 9. Shortly thereafter, the institution visited with the enforcement staff at the national office and submitted a self-report. This report indicated that various NCAA violations occurred during the summer of 2003 when the two-year college prospective student-athletes were on campus completing correspondence courses. The report also contained NCAA violations that occurred within the men's and women's basketball programs. During this meeting, the enforcement staff provided the institution the information related to student-athlete 9 and requested an inquiry. Subsequently, the institution interviewed representative 1. The enforcement staff later joined the institution on this inquiry.

July 1 – The enforcement staff issued a notice of inquiry to the institution.

November 9 – The institution submitted a self-report of violations involving representative 1's provision of extra benefits to student-athlete 8 and his family members and requested student-athlete 8's reinstatement.

## **2006**

February 16 – The enforcement staff issued a notice of allegations to the institution and former graduate assistant coaches A and B. In this letter, the parties were informed that a hearing to discuss these matters was tentatively scheduled for the weekend of June 9-10, 2006, and that the parties' responses to the notice of allegations were due by April 18, 2006.

March 16 – The institution requested that, due to conflicts that the institution's chancellor had with the projected June hearing dates, the hearing be conducted August 13, 2006.

March 28 – The NCAA Division I Committee on Infractions granted the institution's request and scheduled the hearing for August 13.

April 10 – The NCAA Division I Committee changed the deadline for the parties' responses to June 30, 2006, due to the altered hearing date.

June 6 – The enforcement staff contacted former graduate assistant coach A to determine whether he would submit a response to the notice of allegations or attend the August 13 hearing in Baltimore, Maryland. At this time, former graduate assistant coach A indicated that he was undecided as to whether he would submit a response but stated that he would not attend the hearing.

June 30 – The institution and former graduate assistant coaches A and B submitted their responses to the notice of allegations.

July 5 – The enforcement staff contacted former graduate assistant coach A's attorney to arrange a prehearing conference. Former graduate assistant coach A's attorney indicated that the conference was not needed, as the former graduate assistant coach preferred to limit his participation to his response.

July 10 – The enforcement staff and former graduate assistant coach B conducted a prehearing conference.

July 11 – The enforcement staff and the institution conducted a prehearing conference.

August 13 – The institution and former graduate assistant coach B appeared before the Division I Committee on Infractions.

October 12 – Infractions Report No. 262 is released.

## **APPENDIX TWO**

### **CORRECTIVE ACTIONS AS REPORTED BY THE INSTITUTION:**

#### Disciplinary Actions Taken with Current/Former Staff

A letter of admonishment was issued to the head football coach on July 14, 2005, for his responsibility and oversight of the football program and the violations as found in Findings B-1 and B-2. The institution believes this action to be appropriate given his lack of contemporaneous knowledge of the violations and his complete and continuous cooperation with the institution's investigation.

A letter of admonishment was issued to the assistant football coach on July 14, 2005, for his involvement in violations as found in Finding B-2. The institution believed this action to be appropriate given his limited knowledge and involvement in the violations.

#### Actions Taken Regarding Representatives of the Institution's Athletics Interests

For his involvement in violations of NCAA legislation as found in Findings B-3 and B-4, and the institution's response thereto, representative 1 was issued a letter of disassociation on August 30, 2005, requesting him to refrain from purchasing season tickets or contributing to the institution or its athletics department for a period of two years.

A letter to all current representatives of the institution's athletics interests to educate them on the responsibility of their actions with current and former student-athletes was prepared and signed by the director of athletics and mailed by the athletics department. Additionally, this information was sent through the institution's Alumni Association to all Alumni Association members. The information was then placed on the institution's athletics Web site.

Administer additional rules education for the women's basketball staff on permissible activities with prospective student-athletes.

Administer additional rules education for the men's basketball staff and student-athletes on the permissibility of gifts to graduating student-athletes.

The compliance staff has met with the men's basketball coaching staff and student-athletes to reiterate NCAA rules governing the receipt of extra benefits from representatives of the institution's athletics interests and other members of the community.

Create a publication for distribution to all representatives of the institution's athletics interests expressly addressing extra benefits.

A letter was sent to all local merchants and restaurateurs in the Lawrence area specifically addressing the provision of extra benefits to student-athletes and/or their families. This letter was approved, signed and sent by the present director of athletics.

A pamphlet entitled "*Guidebook to NCAA Rules and Regulations: For Alumni and Friends of the University of Kansas*" was created and distributed to a mailing list of individuals and businesses. The topic of extra benefits to student-athletes is specifically highlighted within those materials. Also, this document is prominently displayed on the institution's athletics Web site.

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