



News Release

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NCAA Division II
Committee on Infractions
University of California, San Diego

UNIVERSITY OF THE INCARNATE WORD **PUBLIC INFRACTIONS REPORT**

A. INTRODUCTION.

On October 16, 2008, officials from the University of the Incarnate Word and the former head men's basketball coach ("former head basketball coach"), along with his attorney, appeared before the Division II Committee on Infractions to address allegations of NCAA violations in the men's basketball program. A former assistant coach who was also involved in the violations ("former assistant coach A") filed a response to the allegations but did not personally appear at the hearing.

The violations involved unethical conduct by both the former head basketball coach and former assistant coach A. From June to October 2005, former assistant coach A gave impermissible inducements and benefits to a prospect ("student-athlete 1") both before and after the young man enrolled at the institution. The inducements/benefits were supplied in an attempt to aid the young man in becoming eligible to compete at the institution. Former assistant coach A also provided extra benefits to student-athlete 1 after the young man enrolled at the institution. Former assistant coach A later lied to investigators about the inducements and also encouraged student-athlete 1 to give false and misleading information.

From 2000 into 2004, the former head basketball coach supplied extra benefits to eight student-athletes when he gave them doses of the prescription medicine Vioxx, an anti-inflammatory drug. His actions and subsequent false responses to investigators when questioned about the matter constituted unethical conduct. The former head basketball coach also failed to monitor former assistant coach A's handling of the repayment of a debt to a former institution by student-athlete 1.

A member of the Heartland Conference, the institution has an enrollment of approximately 6,000 students. The institution sponsors nine men's and 10 women's intercollegiate sports. This is the institutions first major infractions case.

B. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

1. IMPERMISSIBLE INDUCEMENTS AND EXTRA BENEFITS. [NCAA Bylaws 13.2.1, 13.2.2-(f), 16.02.3, 16.11.2.1, 16.11.2.3 and 16.11.2.3-(a)]

Between June and October 2005, former assistant coach A provided impermissible recruiting inducements and impermissible extra benefits to student-athlete 1 during times when the young man was a prospect and, later, an enrolled men's basketball student-athlete. Specifically:

- a. Between June and July 2005, the former assistant coach borrowed a calculator and mailed it to student-athlete 1 for his use in a summer school class.
- b. On September 27, 2005, the former assistant coach paid \$13.65 to the United States Postal Service to send an overnight package to one of student-athlete 1's previous institutions.
- c. Between August and October 2005, the former assistant coach gave \$500 cash to another individual to cover rent owed by student-athlete 1.
- d. Between October 1 and 3, 2005, the former assistant coach provided a \$1,000 cash loan to student-athlete 1 so that the young man could pay a debt owed to one of his previous institutions.

Committee Rationale

The enforcement staff, the institution and former assistant coach A were in substantial agreement with the facts of this finding and that violations of NCAA legislation occurred. However, the institution did not believe Findings B-1-a and B-1-b should be processed as part of a major infraction but, instead, should be treated as related secondary violations. The enforcement staff believes that Findings B-1-a and B-1-b should be found by the committee as alleged and included in Finding B-1 as major violations because they are violations directly related to student-athlete 1's eligibility. The committee finds that the violations occurred and that they are major as part of a pattern of conduct by former assistant coach A designed to assist student-athlete 1 in attaining athletics eligibility at the institution.

NCAA Bylaw 19.02.2.1 provides that a secondary violation is 1) isolated or inadvertent; 2) provides or is intended to provide only a minimal recruiting, competitive or other advantage; and 3) does not include any significant recruiting inducement or extra benefit. All three prongs must be met before a violation will be considered secondary. The bylaw

also notes that multiple secondary violations may be collectively considered to be a major violation.

The activities of former assistant coach A were neither isolated nor inadvertent, as he knowingly committed violations on four occasions over five months. Further, the violations provided more than minimal advantages, notably, \$1,500 to satisfy outstanding debt as well as postage and a calculator. The inducements and benefits were significant. Standing alone, Findings B-1-a and B-1-b, involving the calculator and \$13.65 in postage, would constitute secondary violations. However, in this case they were part of an ongoing effort to ensure student-athlete 1's eligibility at the institution, which provided an obvious competitive advantage. As such, they were part of the collective major violation.

During the 2004-05 academic year, a coach at a local community college ("community college coach") recommended to former assistant coach A that he recruit student-athlete 1, who at the time was a student-athlete at the community college. After evaluating him, the former head basketball coach and former assistant coach A decided to recruit student-athlete 1. Former assistant coach A was the primary recruiter.

Finding B-1-a. When student-athlete 1 finished the spring 2005 semester at the community college, he still needed to pass 10 hours of academic credit to receive his two-year college degree and achieve eligibility at the institution. He returned to his home in another state to take some of the classes, including an Algebra course. During a summer phone conversation with the former head basketball coach, student-athlete 1 mentioned that he did not have a calculator for the Algebra class. According to former assistant coach A, the former head basketball coach told him to make sure student-athlete 1 had a calculator; former assistant coach A then borrowed a calculator from a friend and mailed it to student-athlete 1.

Finding B-1-b. On September 27, 2005, former assistant coach A paid \$13.65 to send an overnight package to one of student-athlete 1's previous institutions. The package contained a check from student-athlete 1 payable to the previous institution. The check was to be used for partial payment of the young man's outstanding debt so as to help ensure that the young man's transcripts could be released to Incarnate Word.

Finding B-1-c. Student-athlete 1 lived with the community college coach while enrolled at the community college in 2004-05. During the summer of 2005, just before student-athlete 1 was to enroll initially at Incarnate Word, the community college coach informed former assistant coach A that student-athlete 1 owed the community college coach \$500 for back rent and other expenses. To satisfy the debt, former assistant coach A deposited \$500 into the account of the community college coach.

Finding B-1-d. In the fall of 2005, the time student-athlete 1 initially enrolled at the institution, there was a hold on student-athlete 1's transcripts at one of his previous institutions because of an outstanding debt. His parents, whom former assistant coach A believed would pay the debt, were not assisting with his finances. The young man could not procure a student loan, and he had used his Pell Grant money for other purposes. Incarnate Word had to receive student-athlete 1's transcript by October 15 to ensure he would be eligible to compete in the upcoming season. To solve the problem, former assistant coach A went to his bank, applied for and received a loan in the amount of \$3,500. He then loaned \$1,000 to student-athlete 1, who used the money to pay his bill at the previous institution.

2. UNETHICAL CONDUCT BY FORMER ASSISTANT COACH A. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c) and 10.1-(d)]

Former assistant coach A acted contrary to the principles of ethical conduct when he failed to deport himself in accordance with the generally recognized high standards of honesty normally associated with the conduct and administration of intercollegiate athletics. Specifically, former assistant coach A:

- a. Knowingly provided impermissible inducements and extra benefits to student-athlete 1, as detailed in Findings B-1-a through B-1-d.
- b. Knowingly furnished the NCAA and the institution with false and misleading information about whether the former assistant coach provided impermissible extra benefits to student-athlete 1, as detailed in Finding B-1-d.
- c. Encouraged student-athlete 1 to provide false and misleading information to the NCAA.

Committee Rationale

The enforcement staff, the institution and former assistant coach A were in substantial agreement as to the facts of this finding and that violations of NCAA legislation occurred. The committee finds that the violations occurred.

Finding B-2-a. As detailed in Finding B-1 above, former assistant coach A provided impermissible inducements and extra benefits to student-athlete 1.

Finding B-2-b. An investigation into the violations set forth in Finding B-1 began in the fall of 2006 after anonymous e-mail communications were received by

athletics staff members. On February 28, 2007, former assistant coach A was interviewed twice by the enforcement staff. In both interviews he denied providing the \$1,000 loan to student-athlete 1. Former assistant coach A finally admitted his misdeed in a subsequent interview approximately four months later, which was nine months after the institution had initially interviewed him.

Finding B-2-c. Prior to student-athlete 1's interview with the enforcement staff on February 28, 2007, former assistant coach A encouraged student-athlete 1 to provide the NCAA with false and misleading information regarding the impermissible \$1,000 loan detailed in Finding B-1-d. On the night before former assistant coach A and student-athlete 1 were to be interviewed about the matter, former assistant coach A talked on the phone with student-athlete 1 and rehearsed a story in which both of them would deny that the loan was made.

3. FAILURE TO MONITOR. [NCAA Constitution 2.8.1]

The scope and nature of the violations detailed in Finding B-1-d demonstrate that the former head basketball coach failed to monitor former assistant coach A's activities in order to ensure compliance with NCAA extra-benefit legislation.

Committee Rationale

The enforcement staff and institution were in substantial agreement with the facts of this finding and that a violation of NCAA legislation occurred; however, the former head basketball coach does not agree with the facts of this finding and denies that a violation of NCAA legislation occurred. The committee finds that the violation occurred.

Shortly after student-athlete 1 signed his National Letter of Intent in April, 2005, the former head basketball coach became aware that the young man owed an outstanding debt to his former institution. The former head basketball coach, a long-time coach in both NCAA Division I and Division II, was the type of person who kept close track of what was occurring in his program. Ten former assistants of the former head basketball coach were interviewed during the course of the investigation. Among the comments about his management style, were the following:

- A very hands-on guy who knew everything that was going on and kept detailed records about each prospect.
- A micro-manager who was very on top of things and making sure you were doing your job.
- A task-master who was meticulous about the recruiting process.

- A micro-manager who wanted his hand in everything and wanted to know what was going on.

Additionally, the former head basketball coach supervised his assistants in a manner that he himself described as "tough" and "brutally honest." During the investigation numerous former assistant coaches, student-athletes and administrators commented on the former head basketball coach's treatment of his assistants, including the following:

- An administrator described the former head basketball coach as someone who had to be "in the know," used a very aggressive tone and intimidated his assistants.
- A former men's basketball student-athlete ("student-athlete 2") called the former head basketball coach overbearing, demeaning and aggressive toward others.
- Another former men's basketball student-athlete ("student-athlete 3") described the former head basketball coach as demeaning and disrespectful to both student-athletes and assistant coaches.
- A third student-athlete ("student-athlete 4") offered his opinion that the other coaches were relieved when the former head basketball coach left the institution.
- One of the former assistant coaches referenced above described himself as a long-time friend of the former head men's basketball coach prior to going to work for him in 2003. He said that he left after less than six months because of an incident that occurred between them but would not elaborate, saying only that the former head basketball coach "micro-managed him every second of the day."

It was in this atmosphere that former assistant coach A worked in 2004-05. Additionally, he, as well as the rest of the coaching staff, was a young, inexperienced assistant. Former assistant coach A was in his first year on staff. It was his first coaching job and student-athlete 1 was the first prospect he was responsible for recruiting. In the atmosphere created by the former head basketball coach, former assistant coach A felt intimidated, and he stated that he was blamed for the problems encountered in the recruitment of student-athlete 1. According to former assistant coach A, the former head basketball coach hounded him daily regarding the problems with student-athlete 1's debt to his former institution (which was precluding student-athlete 1 from presenting his transcript to Incarnate Word). The former head coach was sarcastic and demeaning toward former assistant coach A and constantly reminded him that student-athlete 1 was the institution's top recruit, saying "you [former assistant coach A] better get it [solving the transcript/debt problem] done." He threatened to fire former assistant coach A and blackball him in the coaching profession. Former assistant coach A stated that he felt pressured to obtain the transcript, leading him to commit the violation set forth in Finding B-1-d.

The former head basketball coach was aware of student-athlete 1's academic deficiencies and that there was an outstanding debt, though he claimed to be unaware of the amount

of the debt. The former head basketball coach badgered former assistant coach A daily about the matters and told him on multiple occasions to "get it done." According to former assistant coach A, the former head coach was "livid" when he learned that student-athlete 1 had not used his Pell Grant money to pay the debt and, as October 15 (the start of practice) got closer, the pressure from the former head coach increased. It was at that time that former assistant coach A procured the loan and used the money to pay the debt.

Former assistant coach A reported that, after months of literally daily inquiries being made of him about the matter, the former head basketball coach dropped the matter completely once former assistant coach A told him the debt had been paid by student-athlete 1's parents. The former head coach never followed up on the matter even though he knew there had been problems with getting the debt paid and that the situation was being handled by a young, inexperienced assistant. He should have been aware that the amount of money owed was relatively large (rather than the \$200 to \$300 he said he thought it to be) and done further investigation into how the debt had been taken care of, perhaps by speaking directly to student-athlete 1's parents or asking to see receipts confirming the source of payment.

The former head basketball coach pointed out that, at the same time former assistant coach A was committing this violation, the former head basketball coach was out of town for a vacation. The vacation was cut short when another student-athlete at the institution ("student-athlete 5") sustained life-threatening injuries in a car accident and the former head basketball coach hurried home to stay by his side in the hospital. It was on this same weekend that, after obtaining the loan on September 28 (a day before the former head basketball coach left town), former assistant coach A gave the money to student-athlete 1. However, as he acknowledged at the hearing, the former head coach did not stop managing his program during those times. He continued working on the day-to-day operation of the program, which should have included closer monitoring of the situation involving student-athlete 1's debt to his previous institution.

The committee in no way excuses the actions of former assistant coach A, but finds that some responsibility for the violations falls upon the former head basketball coach. He entrusted a complicated situation to a first-year assistant coach and was aware of the difficulties the young assistant was having in getting the matter resolved, yet failed to follow up so as to assure that the situation was addressed appropriately.

4. EXTRA BENEFITS [NCAA Bylaws 16.02.3, 16.11.2.1 and 16.11.2.3]

Over a four-year period from the 2000-01 through 2003-04 academic years, the former head basketball coach provided impermissible extra benefits to eight

student-athletes by giving them prescription medicine. The eight student-athletes were student-athletes 2, 3 and 4 plus men's basketball student-athletes ("student-athlete 6"), ("student-athlete 7"), ("student-athlete 8"), ("student-athlete 9") and ("student-athlete 10"). During this time, the former head basketball coach was not licensed to prescribe or provide prescription medications.

Committee Rationale

The enforcement staff, the institution and the former head basketball coach were in substantial agreement with the facts of this finding, except that the former head coach could not recall that he had provided prescription medication to student-athletes 2 and 4 and, therefore, denied that portion of the allegation. The enforcement staff and institution agree that a violation of NCAA legislation occurred. The former head coach denies that a violation of NCAA legislation occurred and asserted that, if his actions are deemed a violation, they should be viewed as secondary. The committee finds that the violations occurred and are major.

It is not disputed that, at various times throughout the relevant time frame, the former head basketball coach distributed the prescription anti-inflammatory drug Vioxx to certain men's basketball student-athletes at the institution. The former head basketball coach received Vioxx, often in sample packets, from a local physician ("the doctor") who treated him for knee problems from October 2001 through June 2007. The former head basketball coach had prescriptions for Vioxx from 2001-2004. He is not a trained medical professional.

The former head basketball coach admitted to supplying small amounts of Vioxx to certain student-athletes as they needed it for injuries, though he claimed he only gave it to student-athletes whom he thought had prescriptions for the drug. However, medical records confirmed that six of the eight student-athletes who received the drug from him did not have prescriptions for it at the time he gave it to them. Further, four of those young men were given Vioxx by the former head basketball coach *before* they ever received a prescription from a doctor for the drug. One of the student-athletes to whom the former head basketball coach gave the drug never received a prescription for it. Student-athlete 9, who was present at the hearing, stated that when the former head coach gave Vioxx to him, he did not ask if student-athlete 9 had a prescription. However, according to student-athlete 9, the former head basketball coach told him not to say anything about being given the drug.

The former head basketball coach also claimed that on at least one occasion the doctor told him he could give the Vioxx to an injured student-athlete. The doctor denied doing so. The former head basketball coach further asserted that all of the student-athletes to

whom he supplied Vioxx were already on a regimen of anti-inflammatory medications. However, medical records showed this to be inaccurate.

Regarding student-athletes 2 and 4, to whom the former head basketball coach could not recall giving the drug, both young men gave detailed statements in which they admitted receiving samples of anti-inflammatory drugs from the former head basketball coach. Student-athlete 4's description of the packaging of the drug was consistent with Vioxx packaging. Their stories were similar to the stories of receiving Vioxx told by the other six student-athletes.

While the former head basketball coach acknowledged that supplying a prescription drug to the student-athletes was inappropriate, he argued that the activities did not constitute NCAA rules violations. He is incorrect. NCAA Bylaw 16.11.2.1 provides that a student-athlete shall not receive any extra benefits. Bylaw 16.02.3 defines an extra benefit as "any special arrangement by an institutional employee...to provide a student-athlete...a benefit not expressly authorized by NCAA legislation." An extra benefit can be provided to a student-athlete only if it can be shown that the same benefit is "generally available" to all students at the institution.

There is no indication in the record that the former head basketball coach would have supplied Vioxx to any student who was not a member of the basketball team and, in fact, he stated at the hearing that he would not have done so. Therefore, the free Vioxx was not "generally available" to all students on campus. And while the committee notes that Bylaw 16.4-(i) allows an *institution* to *finance* medications for student-athletes (emphasis added), that is not what occurred in this case. The free medications were being doled out by someone as he saw fit in spite of him having no medical training or authority to distribute the substance. This was not a situation where "the institution" was supplying medicine in a responsible manner under the guidance of trained medical professionals; it was one person, albeit an institutional employee, acting outside established medical and institutional protocols.

The violation was neither inadvertent nor isolated and, therefore, cannot be considered secondary; the former head basketball coach handed out numerous doses of a prescription medication to multiple student-athletes over a term of years. Further, by his actions the former head basketball coach compromised the welfare of the student-athletes. These were not insignificant violations.

5. UNETHICAL CONDUCT BY THE FORMER HEAD BASKETBALL COACH. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c) and 10.1-(d)]

The former head basketball coach failed to deport himself in accordance with the generally recognized high standards of honesty normally associated with the conduct and administration of intercollegiate athletics when he committed the violations detailed in Findings B-4 above and when he supplied false and misleading information on July 17, 2007, regarding the violations to investigators.

Committee Rationale

In regards to Finding B-4, the enforcement staff, the institution and the former head coach are in substantial agreement with the facts, except that the former head coach disagrees that he provided prescription medication to student-athletes 2 and 4. The enforcement staff and the institution agree that a violation of NCAA ethical-conduct legislation occurred. The former head basketball coach acknowledges that he provided false and misleading information on July 17, 2007, but he denies that he violated the principles of ethical conduct. He asserts that any violation found should be deemed secondary. The committee finds that the violations occurred and that they are major.

As fully set forth in Finding B-4 above, the former head coach knowingly provided eight men's basketball student-athletes with extra benefits in the form of prescription medication, which the former head coach was not licensed to provide. Further, the former head coach knowingly furnished the NCAA enforcement staff with false and misleading information about whether he provided prescription medication to any men's basketball student-athletes during his interview with the enforcement staff on July 17, 2007.

During the interview, the former head basketball coach was asked three separate times whether he had provided Vioxx to any of his student-athletes. On all three occasions he responded that he did not remember doing so. As he admitted in a later interview, in his response to the Notice of Allegations and at the hearing, the statements made on July 17 were false. He finally admitted the violations after more than 10 months had elapsed and he was confronted in a second interview after the enforcement staff had gathered information from the student-athletes who had received the Vioxx.

The former head basketball coach's unethical activities constitute a major violation. He knowingly provided a prescription drug to eight student-athletes over a period of years, then lied about the matter when asked during an investigation by the institution. The violations posed a significant threat to student-athlete welfare and, collectively, are major.

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. Former assistant coach A provided significant extra benefits to student-athlete 1, including substantial cash payments. The former head basketball coach failed to monitor the activities of former assistant coach A. Further, the former head basketball coach compromised the welfare of eight student-athletes when, without medical supervision or any medical knowledge, he dispensed a prescription anti-inflammatory drug to the young men when he felt they needed it.

In determining the appropriate penalties to impose, the committee considered the institution's self-imposed penalties and corrective actions. [Note: The institution's corrective actions are contained in Appendix Two.] Further, the committee considered the institution's cooperation in this case. It determined that the cooperation exhibited by the institution was consistent with Bylaw 32.1.4, Cooperative Principle. The committee imposes the following penalties, with the institution's self-imposed penalties so noted:

1. Public reprimand and censure.
2. One year of probation from February 5, 2009, through February 4, 2010. The period of probation would have been longer but for a) the substantial improvements already implemented by the institution; b) the fact that the individuals who committed the violations are no longer employed by the institution; c) the institution's willingness to assist in acquiring medical documentation; and d) the absence of any failure to monitor or lack of institutional control by the institution. (The university placed the men's basketball program on probation for the 2008-09 academic year.)
3. The university will reduce financial aid awards for 2009-10 by one in the sport of men's basketball (institution imposed). The reduction shall consist of one equivalency in the sport and shall be calculated by figuring the average number of equivalencies awarded during the academic years 2006-07, 2007-08 and 2008-09. The reduction shall be one less than that number. The method by which the institution calculated the average and confirmation of the reduction shall be included in the institution's annual compliance report.
4. The university will prohibit one basketball coach from performing any off-campus recruiting activities for the 2008-09 recruiting cycle (Institution imposed). In its annual compliance report the institution shall identify the coach who was prohibited from recruiting off-campus.

5. The university will vacate all wins for the men's basketball program for the games in which student-athlete 1 competed during the 2005-06 and 2006-07 seasons (institution imposed). The vacation shall apply to all regular season, post-season and NCAA tournament competition. Additionally, the institution shall also vacate the individual records of student-athlete 1. Further, the institution's records regarding men's basketball, as well as the record of the former head basketball coach, will reflect the vacated results and will be recorded in all publications in which men's basketball records are recorded, including, but not limited to, institution media guides, recruiting material, electronic and digital media plus institution and NCAA archives. Finally, any public reference to tournament competitions won during this time shall be removed, including, but not limited to, athletics department stationery and banners displayed in public areas such as the arena in which the men's basketball team competes.
6. The former head basketball coach compromised the welfare of eight student-athletes by dispensing a prescription anti-inflammatory drug to them without authorization or medical supervision. Further, he provided false and misleading information when asked about the matter by an NCAA investigator. Therefore, the former head basketball coach will be informed in writing by the NCAA that, due to his involvement in the violations of NCAA legislation found in this case, if he seeks employment or affiliation in an athletically related position at an NCAA member institution during a two-year period (February 5, 2009, through February 4, 2011), he and the involved institution shall be required to appear before the Committee on Infractions to consider whether the member institution should be subject to the show-cause procedures of Bylaw 19.5.2.2-(k), which could limit the his athletically related duties at the new institution for a designated period.
7. Former assistant coach A provided substantial inducements and extra benefits to student-athlete 1 rendering the young man ineligible for athletics competition and leading to vacation of all competitions in which the young man participated while at the institution (see Penalty C-6 above). Therefore, former assistant coach A will be informed in writing by the NCAA that, due to his involvement in the violations of NCAA legislation found in this case, if he procures employment or affiliation in an athletically related position at an NCAA member institution during a two-year period (February 5, 2009, through February 4, 2011), he shall be prohibited from all off-campus recruiting activities for a period of one year from his date of hire. He shall also undergo ethics education and shall attend an NCAA Regional Rules Seminar within one year of his hiring date.

8. 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 March 20, 2009, setting forth a schedule for establishing this compliance and educational program; and
 - c. File with the office of the Committees on Infractions an annual compliance reports indicating the progress made with this program by February 1 of each during the probationary period. Particular emphasis should be placed on monitoring the recruiting of prospective student-athletes and establishing a system for dispensing medications/medicines to student-athletes when necessary, including medical oversight. The reports must also include documentation of the institution's compliance with the penalties adopted and imposed by the committee and shall include an update on the implementation of the corrective actions (See Appendix Two).
9. 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.

As required by NCAA legislation for any institution involved in a major infractions case, the University of the Incarnate Word 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, February 5, 2009.

Should the University of the Incarnate Word or either involved individual appeal the findings of violations or penalties in this case to the NCAA Division II Management Council Subcommittee, the Committee on Infractions will submit a response to the members of the Management Council Subcommittee.

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

Jean Paul Bradshaw II

Bruce Kirsh

Bridget E. Lyons

Wendy Taylor May, chair

APPENDIX ONE

CASE CHRONOLOGY.

2000

April – The former head basketball coach was hired at the institution.

2006

September 25 – Former assistant coach A received an anonymous e-mail alleging that he committed violations involving student-athlete 1 in 2005. Former assistant coach A took the anonymous e-mail to the director of athletics and denied the allegations. On the advice of the conference office, no response was made to the anonymous source.

September 27 – An administrative assistant for the director of athletics and the head athletics trainer received anonymous e-mails alleging violations by former assistant coach A involving student-athlete 1. The institution conducted an internal inquiry.

October - The NCAA enforcement staff began its investigation and requested men's basketball academic and financial records.

November to February 2007 - The enforcement staff requested financial records from student-athlete 1. He provided them in February 2007.

2007

February 28 - The enforcement staff interviewed former assistant coach A (twice), student-athlete 1 and another individual. Former assistant coach A provided his bank records to the enforcement staff prior to his second interview.

June 5 - The enforcement staff interviewed the community college coach of student-athlete 1 on two separate occasions.

June 11-12 - The enforcement staff conducted follow-up interviews with former assistant coach A and student-athlete 1. Both admitted violations of NCAA legislation occurred involving student-athlete 1's entrance into Incarnate Word.

June 12 – The former assistant coach resigned as assistant men's basketball coach.

June 21-22 - The enforcement staff conducted interviews with Incarnate Word athletics department personnel. Initial reports of the former head basketball coach providing Vioxx to men's basketball student-athletes surfaced.

June 27 - The enforcement staff conducted a follow-up interview with the community college coach and requested copies of his bank records. He refused to provide his bank records.

2008

May 29 - The enforcement staff sent a notice of allegations to the institution, the former head basketball coach and former assistant coach A.

September 9 – The institution's and former assistant coach A's response to the notice of allegations was received by the enforcement staff.

September 9 – The former head basketball coach's partial response to the notice of allegations was received by the enforcement staff.

September 16 – The former head basketball coach's response to Allegations Nos. 4 and 5 was received by the enforcement staff.

September 17 - Prehearing conference conducted with the institution.

September 22 - Prehearing conference conducted with former assistant coach A.

September 24 - Prehearing conference conducted with the former head basketball coach.

September 25 - Continuation of prehearing conference conducted with the former head basketball coach.

September 29 – Continuation of prehearing conference conducted with the institution.

September 29 – The enforcement staff received the former head basketball coach's supplemental response.

October 16 – The institution and the former head basketball coach (along with his attorney) appeared before the NCAA DII Committee on Infractions.

2009

February 5 – Infractions Report No. 292 was released.

APPENDIX TWO

CORRECTIVE ACTIONS AS LISTED IN THE INSTITUTION'S SEPTEMBER 29, 2008, RESPONSE TO THE NOTICE OF ALLEGATIONS.

- (a) In 2008, the university hired a full time compliance coordinator;
- (b) The university is in the process of implementing the NCAA's Compliance Assistant tool, CAI into the eligibility and squad list certification process;
- (c) The compliance coordinator is developing a system for regular, weekly, reporting for recruiting information and practice information;
- (d) The university is developing an updated compliance manual;
- (e) The compliance coordinator will provided rules education e-mails to coaches on a continual basis to expand their rules knowledge;
- (f) The university will centralize all compliance paperwork;
- (g) The compliance coordinator is available 24 hours a day for compliance questions from coaches;
- (h) Beginning with the 2008-2009 academic year, the University will implement end of semester reports on eligibility;
- (i) The university will add website content on compliance, including eligibility standards.
- (j) The university is working to enhance its monitoring procedures related to recruiting inducements and extra benefits;
- (k) The university has plans to hire an external consultant to perform a compliance assessment with recommendations for enhancements.
- (l) The university will conduct additional rules educations among coaches and student-athletes with respect to the policies and procedures related to prescription and over the counter medications.
- (m) The university collaborated with former assistant coach A to relinquish his position as assistant men's basketball coach and discontinue his employment with the university, effective June12, 2007.