

[July 14, 2015, Erratum: Section V, Penalty No. 5 (forfeiture of tournament revenue for ineligible participation) of this decision contained a date error. Penalty No. 5 incorrectly included the year 2013. The case involved no identified ineligible student-athletes who participated in the 2013 NCAA tournament. That date has been removed. The penalty is limited to 2011 and 2012.]

[THIS REPORT DOES NOT REFLECT THE VACATION AND MODIFICATION OF PENALTY NOS. 6 (REDUCTION IN ATHLETICS AWARDS) AND 8 (RESTRICTED COACHING ACTIVITIES) RESULTING FROM THE DECISION OF THE NCAA DIVISION I INFRACTIONS APPEALS COMMITTEE (IAC). PENALTY NO. 6 WAS MODIFIED TO TWO SCHOLARSHIP REDUCTIONS PER YEAR FOR THE DESIGNATED TIME PERIOD AND PENALTY NO. 8 WAS MODIFIED TO BEGIN IMMEDIATELY FOLLOWING THE RELEASE OF THE IAC'S DECISION.]



**SYRACUSE UNIVERSITY**  
**PUBLIC INFRACTIONS DECISION**  
**MARCH 6, 2015**

**I. INTRODUCTION**

The NCAA Division I Committee on Infractions is an independent administrative body of the NCAA comprised of individuals from the NCAA Division I membership and the public that is charged with deciding infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved Syracuse University.<sup>2</sup> It also involved the institution's head men's basketball coach, five former institutional staff members and a representative of the institution's athletics interest. Each of the individuals were "at risk" for their involvement in alleged violations of NCAA bylaws. The panel concluded violations of NCAA legislation occurred and prescribed appropriate penalties in this case under former NCAA Bylaw 19.5.2, the more lenient penalty structure.

Over the course of a decade, the institution set in motion or otherwise permitted institutional staff and persons associated with its athletics programs to engage in conduct contrary to established NCAA bylaws and institutional rules and procedures. The violations in this case centered around the institution's men's basketball program, its student-athletes and staff. To a lesser extent, violations involved the institution's football program and football student-athletes.

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<sup>1</sup> Infractions cases are decided by hearing panels comprised of NCAA Division I Committee on Infractions members. Decisions issued by hearing panels are made on behalf of the Committee on Infractions. Pursuant to NCAA Bylaw 19.3.3, a six-member panel considered this case.

<sup>2</sup> The institution is a member of the Atlantic Coast Conference (ACC) and has an approximate enrollment of 14,000. The institution sponsors eight men's sports and 12 women's sports. This is the institution's second infractions case. Previously, the institution had an infractions case in 1992 (men's and women's basketball, football, wrestling and men's lacrosse).

The institution discovered and self-reported violations dating back to 2001. These violations included academic fraud, instances of extra benefits, the institution's failure to follow its written drug policy, impermissible activities surrounding the conduct of a representative of the institution's athletics interest and student-athletes' involvement in promotional activities and outside competition. In total, the self-reported and agreed-upon violations made up 10 of the 14 allegations in this case. The other four violations included academic extra benefits, the institution's failure to follow its written drug testing policy, the head basketball coach's failure to promote an atmosphere of compliance and monitor his staff and the institution's lack of control over its athletics program.<sup>3</sup> The case also involved a former staff member's failure to cooperate with the NCAA enforcement staff's investigation. The institution acknowledged and the panel concluded that violations occurred. Unfortunately, the life of this case has been lengthy. The institution's and the enforcement staff's investigation spanned four years, and the need for the institution to complete academic processes on campus, extensions requests and legislative interpretation processes further delayed final resolution of the case. A key indicator of an effective process is timely resolution, which did not occur in this case. The institution failed to control and monitor athletics and academic initiatives it set in motion – ultimately resulting in extensive academic misconduct, including four instances of academic fraud and three instances in which student-athletes received academic extra benefits. The institution also encouraged student-athletes' and staffs' relationships with a known representative of the institution's athletics interest without ensuring that those relationships continued to comply with NCAA requirements. The institution did not have adequate controls in place and functioning, with the result being a series of violations spanning in excess of 10 years.

Further, the institution's head basketball coach failed to promote an atmosphere for compliance and monitor his staff. In particular, he failed to promote an atmosphere for compliance because his student-athletes and staff did not understand applicable NCAA legislation or engaged in conduct that violated NCAA legislation. He failed to monitor the director of basketball operations – who committed academic violations after being hired by the head basketball coach to address academic concerns within his program.

The duration and nature of violations in this case required strong penalties beyond what the institution self-imposed. Improper institutional involvement and influence in a student-athlete's academic work in order to gain or maintain eligibility is a violation of NCAA rules and a violation of the most fundamental core values of the NCAA and higher education. The behavior in this case, which placed the desire to achieve success on the basketball court over academic integrity, demonstrated clearly misplaced institutional priorities. Similarly, many of the violations occurred as a result of persons of leadership engaging in or condoning conduct that was contrary to the NCAA Constitution and bylaws.

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<sup>3</sup> The institution originally self-reported that it did not follow its written drug testing policy; however, the institution later challenged the alleged violations in its response and at the hearing.

Because the violations in this case straddled the implementation of the new penalty structure, the institution was entitled to the more lenient penalty structure. The panel conducted a penalty analysis under both the current and former penalty structures and determined former NCAA Bylaw 19.5.2 provided the more lenient penalties. In accordance with former NCAA Bylaw 19.5.2, the panel prescribed a five-year probationary period; a financial penalty; three scholarship reductions per year over a four-year period in men's basketball; the panel accepted the institution's post-hearing self-imposed one-year postseason ban in men's basketball; a vacation of victories in which ineligible student-athletes participated; a nine-game suspension from conference games for the head basketball coach; two-years of recruiting restrictions in men's basketball and other appropriate and standard administrative penalties as detailed in the penalty section of this decision.

## **II. CASE HISTORY**

In Appendix One, the panel has provided a comprehensive, chronological case history in order to document procedural matters and the length of this case. Specifically, it identifies the events that triggered the underlying investigation, the procedural documents and the numerous correspondences between the parties and the chief hearing officer.

## **III. FINDINGS OF FACT**

### **The Head Men's Basketball Coach**

The head men's basketball coach, ("the head basketball coach") began his tenure at the institution in 1962, when he walked on to the men's basketball team. Upon graduating in 1966, the head basketball coach served as a graduate assistant and an assistant coach until 1977, when he became head basketball coach. Over the past three decades, the head basketball coach's program has experienced significant success, making 31 NCAA Tournaments, including four Final Four appearances and posting 35 twenty-win seasons. And in 2003, the institution won the NCAA Men's Basketball National Championship Game.

During his successful career, the head basketball coach reported that he has interacted with athletics compliance. Since 1992, the head basketball coach and his staff participated in regular meetings with the institution's compliance staff and, at the conclusion of those meetings, the head basketball coach and his staff took quizzes regarding the covered information. The head basketball coach assigned two staff members, a former assistant men's basketball coach and the director of basketball operations ("director of basketball operations"), to serve as staff liaisons to the

compliance office. In his response, the head basketball coach indicated that he encouraged his staff to reach out to compliance on smaller questions or issues, but required all major issues to be reported to him. The head basketball coach also reported that his student-athletes attended bi-annual compliance meetings. In its response, the institution reported that it "has been, and remains, fully committed to a vigorous, best-in-class compliance function."

### **The Part-Time Tutor and a Representative of the Institution's Athletics Interests**

Like the head basketball coach, a part-time tutor ("part-time tutor") and a representative of the institution's athletics interest ("the representative") are part of this infractions case and began their relationships with the institution decades ago. The two are long-time acquaintances and natives of Oneida, New York, a town approximately 30 miles from the institution. Both worked very closely with coaches and student-athletes in the institution's sport programs – the part-time tutor since the late 1980s, and the representative since the mid-1990s. Both were closely involved in the program and their initial engagement seemed well intentioned and may have very well continued to be until their disassociation in 2007.

According to the part-time tutor, his relationship with the institution developed when he began working with a learning disability advocacy organization in New York. In that capacity, he met the former athletics learning specialist in 1989. The former athletics learning specialist requested the part-time tutor make a presentation at the institution to a group of student-athletes about learning differences and success strategies. Coincidentally, on the day of the presentation, a member of the academic support services staff resigned, and the institution hired him as a part-time tutor or computer lab monitor to assist student-athletes with writing papers and organization skills. The institution provided the part-time tutor with an orientation and initial trainings; however, at the hearing, the part-time tutor acknowledged that he did not receive any further rules education. Initially, he worked at the institution in the evenings, Sunday through Thursday. Thereafter, around 2000, the part-time tutor's role expanded, and the institution designated him as a mentor, in addition to a tutor, for the football program. The part-time tutor explained that as a mentor he met with student-athletes who the institution had defined as "needing additional academic assistance". He discussed with them their problems, such as adjusting to campus life. The part-time tutor worked as a part-time tutor and/or mentor from 1989 to 2007. Although he worked fewer days per week towards the end, the part-time tutor stated that he remained affiliated with the institution for 18 years because he "honestly loved" the position.

The part-time tutor's relationship and affiliation with the institution continued to develop as his career path changed and led him to the YMCA of the Greater Tri-Valley in 1995. At that time and currently, the Tri-Valley YMCA consisted of three branches located in

Oneida, New Hartford and Rome. The part-time tutor hired the representative in 1996 to coordinate youth sports programming at the Oneida branch. There, the representative reported to the health and fitness director. He did not report directly to the part-time tutor.

The representative worked as a full-time state government employee. He worked at the YMCA on a part-time basis for approximately 11 years. He had a background in organized sports, dating back to the time he was a student-athlete in the late 1970s and early 1980s. The representative's involvement in a variety of organized sports continued through the 1990s. At different times over approximately a 10-year period, he performed various functions. For example, he founded a regional basketball tournament and assisted with the operations of sports camps and a non-scholastic boys' basketball team.<sup>4</sup> In an effort to generate funding for programs at the YMCA, the representative also organized clinics, races and promotional events. Both the institution and the head basketball coach described in great detail that the representative did not bear many of the typical characteristics of a representative of the institution's athletics interest. The institution, however, acknowledged that the representative met the definition of a representative of the institution's athletics interest and under the facts of this case, the representative was a representative of the institution's athletics interests.

By organizing or working basketball camps and clinics, which included the head basketball coach's camp, the representative, like the part-time tutor, developed relationships within the institution's athletics department. The representative knew athletics department staff as well as student-athletes. For example, the representative was the best man in a former assistant men's strength and conditioning coach's wedding. That relationship led to additional introductions and relationships within the athletics department, in particular the men's basketball program. Also, the representative assisted the part-time tutor with the supervision of required community service hours for the institution's football student-athletes and a men's basketball student-athlete, ("student-athlete 1").

The head basketball coach reported that he first met the representative in 2001 or 2002 after a men's basketball student-athlete performed community service at the Oneida YMCA. While the head basketball coach stated in his response that he "did not know the representative at this point in time," several of the men's basketball assistant coaches were friendly with the representative. For example, the former athletics trainer and the director of basketball operations worked out with the representative on a regular basis. Two other assistant coaches interacted with the representative as YMCA appearances and the head basketball coach's summer basketball camp. The representative had developed extensive relationships within the men's basketball program. And many of the men's basketball staff reported that they considered the representative a friend or acquaintance.

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<sup>4</sup> At the hearing, the parties generally agreed that the representative was affiliated with the nonscholastic boys' basketball team, but he was not a coach.

### **The Representative as an Individual Responsible for Teaching/Directing Prospects**

Although the representative was a friend to the men's basketball staff members, they also knew of his connection to organized youth sports. In his interviews and at the hearing, the head basketball coach acknowledged that he knew the representative had been involved with an Amateur Athletics Union (AAU) program, but he did not believe the representative was a coach. The assistant men's basketball coach took the same position as the head basketball coach. Other members of the men's basketball staff did not know about the AAU connection. But one or more members of the staff did know that he worked at the YMCA in some capacity involving young people and/or summer camps, including the head basketball coach's. Based on these connections with the AAU basketball team, the YMCA and his involvement in camps and clinics, the representative became "an individual responsible for teaching or directing an activity in which a prospective student-athlete ("prospect") is involved." While the head basketball coach asked his coaches if the representative was an AAU coach, no one reported asking or seeking clarification from the compliance office. Members of the basketball staff also never inquired as to the whether the representative met the definition of "an individual responsible for teaching or directing an activity in which a prospect is involved." As a result, the head basketball coach and the men's basketball staff assumed that the representative was not limited to two complimentary admissions.

The men's basketball staff, however, never inquired as to whether the representative's involvement in the teaching and directing of basketball activities limited his ability to receive complimentary admissions. The men's basketball staff misunderstood or was confused about NCAA legislation that limited complimentary admissions to two for an individual responsible for teaching or directing an activity in which a prospect is involved. At the hearing, the institution acknowledged that there was a misunderstanding of the nature of the representative's activities and how those activities interacted with the NCAA legislation that limited complimentary admissions to two. From 2003 through 2007, the head basketball coach, two assistant men's basketball coaches, the former assistant athletic trainer, and the director of basketball operations all provided the representative with more than two complimentary admissions to numerous men's basketball contests. On at least one occasion, a basketball staff member provided the representative of the institution's athletics interest with complimentary admission to a Big East Conference tournament game. The exact number of complimentary admissions provided to the representative could not be determined. The enforcement staff alleged 21 separate instances. The institution submitted a post-hearing response identifying a number of instances where individuals with the representative's last name received complimentary admissions. Based on the parties' submissions, including the institution's self-report, it is clear that the representative received more than two complimentary admissions on a number of occasions. In his interviews, the head basketball coach claimed he never personally gave the representative complimentary admissions but stated

that he did review the complimentary admission request list prior to events. The head basketball coach was therefore on notice of complimentary tickets going out under his name.

### **Student-Athletes' Involvement in YMCA Activities**

Beginning in the late 1990's or early 2000's, the part-time tutor provided community service opportunities for the institution's student-athletes. The parties believe community service opportunities began when members of the institution's football coaching staff approached the part-time tutor after a football student-athlete needed to satisfy a 400-community service hour requirement.<sup>5</sup> Nothing in the record indicates otherwise.

Similarly, the representative provided student-athletes with community service opportunities. When student-athlete 1 was confronted with a legal matter, the institution's judicial affairs board dismissed him from campus for one-year and required him to perform 100 hours of community service. Student-athlete 1 performed his community service through the YMCA and under the representative's supervision.<sup>6</sup> To update the judicial affairs board, the representative wrote letters on behalf of student-athlete 1 about his progress. The institution's judicial authority and compliance office relied upon the representative's reports to verify student-athlete 1 met his requirements. Thereafter, student-athlete 1 reapplied and the institution permitted him to return for the 2002-03 academic year.<sup>7</sup>

Also during the early 2000's, student-athletes began participating in community related promotional activities without obtaining institutional approval. Specifically, on various dates from the 2003-04 through 2006-07 academic years, there were approximately 12 instances when student-athletes participated in a promotional activity without fully completing the promotional activity approval process. Some of the student-athletes participated in events without first submitting a signed promotional activity form and receiving institutional approval. Others participated without fully completing the promotional activity form or without executing a release. Finally, one men's basketball student-athlete, working with the representative, raised funds purportedly for a charitable organization; however, the funds were used to promote the representative's upcoming basketball tournament, a commercial venture.

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<sup>5</sup> The record is not entirely clear whether the institution first approached the part-time tutor in 1997 or 2002 about community service commitments. However, no one disputes that the institution approached him and that his relationship and the opportunities he provide student-athletes grew from there.

<sup>6</sup> It is unclear whether the men's basketball coaching staff initiated the community service request, but no one disputes that community service occurred through the YMCA.

<sup>7</sup> During his time away from the institution, student-athlete 1 participated in an outside competition violating NCAA legislation. As a result, he was ineligible for the first 12 competitions of the 2002-03 season. However, after he served the suspension he returned as an integral member of the men's basketball team that won the 2002-03 NCAA Division I National Championship.

Also during that time period, a women's basketball student-athlete participated in an outside basketball competition event. The YMCA organized the game, publicized it in advance with predetermined rosters, kept an official score and charged admission for attendance. With the exception of the commercial venture, the other appearances and the outside competition were associated with charitable or community service-based activities.

At no time during student-athletes' community service and promotional activities through the YMCA did institutional members conduct site visits. At the infractions hearing, the former director of compliance acknowledged that from 2003 to 2006 he never conducted a site visit to monitor or review the nature or the terms of the community service activities.

### **The Representative and Student-Athlete 1**

Supervising student-athlete 1's community service hours served as a catalyst for developing a relationship between the representative and student-athlete 1. The relationship continued to grow after the 2002-03 academic year under the support and encouragement of athletics and men's basketball staff members. The former director of compliance, the head basketball coach and a former assistant men's basketball coach knew that student-athlete 1 experienced serious personal challenges. They knew that he lacked support from his parents. They also knew that the men's basketball student-athlete often turned to the representative and confided in him to receive the support he needed. In fact, the institution knew and even encouraged these relationships. In his interview, the former director of compliance indicated it was "not uncommon for a student-athlete that doesn't have a parent or legal guardian in the picture to have someone [else] involved."

The head basketball coach also encouraged student-athlete 1's relationship with the representative. During the 2003-04 academic year, student-athlete 1 began experiencing serious personal challenges for the second time in two years on campus. The head basketball coach entrusted the representative to continue mentoring student-athlete 1 with little inquiry because the head basketball coach believed the representative was someone who could play an important and supportive role in student-athlete 1's life. The head basketball coach encouraged it stating in his interview, "I just trusted him. I thought he was a good guy for [student-athlete 1] to be around."

Student-athlete 1, however, continued to struggle and took a medical leave of absence during the spring 2004 semester. He returned one month later. The former director of compliance also trusted the representative, and when student-athlete 1 returned, the former director of compliance relied upon the representative to keep him informed about student-athlete 1's class attendance and psychological state throughout the summer and the fall 2004 semester. The former director of compliance even went so far as to have



student-athlete 1 execute a release authorizing the representative, in addition to the former director of compliance, to have access to student-athlete 1's medical and academic records.

Student-athlete 1, however, failed to meet progress-toward-degree requirements, and the institution declared him ineligible for the 2004-05 academic year. The institution's former compliance officer submitted a progress-toward-degree waiver request, which included information furnished by the representative. The NCAA granted student-athlete 1 a hardship waiver and restored his eligibility. Student-athlete 1's enrollment at the institution ended after the 2004-05 academic year.

### **The Representative, the Part-Time Tutor and the "Back on Track" Program**

Prior to student-athlete 1's final academic year, the representative and the part-time tutor used their experiences working with at-risk youth, in particular at-risk student-athletes, to formalize the representative's mentorship with student-athlete 1. The representative and the part-time tutor developed "Back on Track," a formal mentoring program for student-athletes. The program was a four-step program for student-athletes who were in serious need of help. The program's purpose was to (1) provide a place for student-athletes "to work out their issues when there is difficulty either at home at school or athletically" and (2) provide a place for student-athletes to perform "meaningful service to kids and families." The representative and the part-time tutor pitched the program to the former director of compliance prior to the beginning of the 2004-05 academic year.

Prior to approving the program, the former director of compliance began to inquire about the representative's mentoring relationship with student-athlete 1. With regard to the "Back on Track" program, the former director of compliance contacted the Big East Conference for guidance.<sup>8</sup> The former director of compliance's inquiry seemed to focus on then-applicable NCAA legislation that limited a student-athlete's involvement in the promotional activities of a charitable entity, such as the YMCA. The conference approved the voluntary participation of student-athletes in the program and further advised the former director of compliance to "monitor those activities and be sure that student-athlete 1 is not receiving extra benefits or preferential treatment and all community related appearances meet [the bylaw requirements]."

After several email exchanges with the part-time tutor and the representative, the former director of compliance sought and received assurances from the part-time tutor and the representative that NCAA legislation would be followed under the program. Mainly, the former director of compliance wanted to confirm that the part-time tutor and the representative had not taken into account student-athlete 1's athletics ability for

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<sup>8</sup> Before joining the Atlantic Coast Conference, the institution was a founding member of the Big East Conference from 1979 to 2013.

involvement with the program and that student-athlete 1 would not be provided preferential treatment or additional benefits. The compliance office instructed the representative and the part-time tutor to obtain written approval prior to providing student-athlete 1 with any benefits or special arrangements. The institution did not report ever receiving approval requests.

### **The Representative, the AAU Bank Account and the Football and Men's Basketball Programs**

At the same time the representative launched the "Back on Track" program, he also opened and operated a checking account that he used to pay student-athletes and athletics staff. The representative named the account "AAU-DCCT" and used the Tri-Valley YMCA's tax identification number.<sup>9</sup> The representative opened the account at a time in which the institution had accepted and allowed him to be embedded in the institution's men's basketball and football programs.

Both the identity of the account and the nature of the transactions would connect back to the institution's student-athletes and its men's basketball program. The account served as a source of payments provided to student-athletes, men's basketball staff members and registration payments for local youth to attend coaching staff members' basketball camps. From May 2004 to July 2005, the representative used the AAU-DCCT account to write checks to student-athletes, compensate athletics staff members for their assistance or appearance at YMCA events and to supplement the income of a men's basketball staff member by paying his rent for a month. During this period, the representative deposited more than \$300,000 into that account. At times, the activity surrounding the account was inexplicable and unpredictable. For example, activity surrounding the account included same day deposits and withdrawals for the same amount. Other transactions did not relate to any particular AAU, YMCA or other sporting event.

Additional confusion related to the source of the money stored in the account. In his 2011 interview with the enforcement staff, the representative identified a variety of sources for the \$300,000, including loans from his mother, his long-time friend and the former assistant athletic trainer and the bank. He also stated that he collected camp registration fees from area campers and deposited that money into the account. He claimed he later used those fees to register campers for the head basketball coach's Big Orange Camp and the assistant men's basketball coach's basketball Elite Camp.

The activity surrounding the account also drew the attention of the New York State Office of the Inspector General (OSIG). During the OSIG's investigation, the representative admitted that he was involved in gambling activities and at one time had

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<sup>9</sup> "AAU" may have been a reference to a nonscholastic summer team that the representative assisted. "DCCT" may have been a reference to the Dreams Can Come True tournament the representative operated under the auspices of the YMCA.

incurred \$50,000 in debt.<sup>10</sup> The representative denied gambling activities when he interviewed with the enforcement staff. The institution's investigation did not reveal any information to support the claim that the representative was involved in gambling activities and/or gambling activities connected to the institution. The investigation was ultimately unable to determine the source of funds or the exact extent of the funds use. However, regardless of the source of the funds, no one disputes it was used to make payments to student-athletes.

With regard to the student-athletes, the representative admitted that he paid three football and two men's basketball student-athletes for mentoring or working at clinics, camps or tournaments or YMCA projects. The representative acknowledged that he paid student-athlete 1, and four other student-athletes, ("respectively, student-athletes 2, 3, 4 and 5"). Both the head basketball coach and a former assistant coach reported they knew that the representative paid student-athletes to work at the YMCA. The former assistant basketball coach reported that the representative would call him and ask him to inform a student-athlete that he had a check for him. Similarly, the head basketball coach acknowledged that he was not certain about the work performed nor did he talk to the compliance office. The head basketball coach, however, assumed that the representative paid student-athletes appropriately and that compliance knew about these payments.

Although the men's basketball staff, including the head basketball coach, knew that the representative paid student-athletes, there is no information to support the representative's claim in his interview that the student-athletes earned any of the money or that student-athletes received a reasonable rate of pay. The athletics department had a summer jobs program for basketball and football student-athletes, but neither the representative nor the YMCA participated in that program. Also, neither the representative nor the student-athletes could provide clear information about the kind of work actually performed or rate at which they were paid. In one instance, the representative paid student-athlete 1 \$3,100, and the very next day provided another check for \$360. In other instances, student-athletes received checks that did not coincide with YMCA related events. Furthermore, any work associated with the "Back on Track" or other mentoring program at the YMCA was volunteer work. Finally, when interviewed, the representative admitted it was his understanding that the YMCA did not have money to pay the student-athletes. Nonetheless, he believed that the student-athletes expected to and should have been paid for their YMCA activities. In total, based on the information self-reported by the institution, the representative provided the five student-athletes with a total of 21 checks. The payments ranged from \$100 to \$3,100 and totaled \$8,335. The representative paid student-athletes out of the AAU-DCCT bank account.

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<sup>10</sup> According to the OSIG report, the representative referred to online gambling activities, but he did not provide additional details. The institution was unable to obtain any substantial information from which to conclude that the representative was involved in gambling.

The representative likewise compensated institutional staff for their appearances or assistance at YMCA events. The staff members did not report their compensation as outside income or supplemental pay to the institution. An assistant men's basketball coach stated that in December 2004, the representative gave his family a "complimentary membership" to the Syracuse YMCA as an honorarium for appearances at a basketball clinic and other events. The assistant coach continued receiving the membership until the summer of 2006. Both the former assistant trainer and the graduate assistant trainer stated that they were paid for working at separate basketball clinics. The representative used the AAU-DCCT checking account to cover these payments. Finally, he also used the account to pay the rent for an administrative assistant in the men's basketball program in 2005. No one disputes that these payments from the representative to institutional staff members occurred and the institution self-reported them as violations of NCAA legislation.

Both the assistant men's basketball coach and the former assistant trainer reported they knew the rules and knew they were required to report the outside income. The former assistant trainer believed he had reported receiving the payment from the clinic; however, the institution had no record of the disclosure. The assistant men's basketball coach admitted to an "oversight." While the administrative assistant was adamant that he "did not need [the representative]" to pay his monthly rent and that he did not request the representative to do so, the apartment records identified a \$440 payment from the AAU-DCCT checking account. In no instance did staff come forward to disclose the payments until the institution's 2007 investigation.<sup>11</sup> It was not until 2010, when the institution would submit a self-report to the enforcement staff identifying the connections between the representative, the bank transactions and its sport programs.

The institution claimed that the representative provided benefits "without [its] awareness or acquiescence" – particularly, where student-athletes were concerned. But institutional employees were undeniably involved. Further, there were additional instances in which it appeared that the representative operated in plain view of institutional staff. Between the academic years 2002-03 and 2006-07, the representative provided local ground transportation to three student-athletes. He also provided meals to one of those student-athletes. The meals were not at the representative's home. In its response and repeatedly at the hearing, the institution tried to assert that the representative was not the "typical booster." Ultimately, the institution self-reported the representative's activities as potential NCAA violations.

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<sup>11</sup> The institution first began investigating potential violations that are the subject of this case in 2007. At that time, the institution learned that the New York State Office of Inspector General (OSIG) received a complaint about the representative's banking activities. Specifically, the complainant alleged that the representative transacted business while on duty as a state employee with a bank that was located approximately 47 miles from his office.

The institution also discovered that the representative and institutional staff provided or arranged for student-athletes to receive transportation and self-reported these as potential violations in its 2010 self-report.<sup>12</sup> Between the 2002-03 and 2006-07 academic years, the representative provided or arranged for transportation for four student-athletes, totaling over 750 miles. Similarly, on at least five occasions, institutional staff provided two student-athletes with automobile transportation that the institution concluded did not fit the definition of "local." On one occasion in 2004, an assistant men's basketball coach drove student-athlete 145 miles. Similarly, on four occasions in spring 2005, an employee in the institution's football academic support unit provided a football student-athlete with round-trip transportation totally 128 miles. The institution discovered and self-reported all of these instances as potential violations of NCAA legislation.

### **The Internship Program**

Beginning in 2005, student-athletes 2 and 3 were enrolled in a course at the institution that required an internship. The internship formally commenced in November 2005. According to the part-time tutor, football student-athletes who were enrolled in the course felt comfortable approaching him about securing internships at the YMCA because of his work with them as tutor and/or mentor in the football program. The part-time tutor had been promoted to CEO of the YMCA based in the Rome branch in 2000. He was in a position to agree to facilitate internships for the institution's student-athletes. Like the community service activities, the institution approved but took very few steps to investigate or confirm the terms of the internship opportunities at the Oneida YMCA. While student-athletes who engaged in previous community service opportunities did so unattached from coursework, this Oneida YMCA internship was connected with one particular course in the institution's child and family studies department. The course included a 180-hour community service requirement and student-athletes received academic credit.

The part-time tutor received an internship manual and a letter of understanding, which he executed and that identified him as the point of contact for the YMCA. The part-time tutor executed the letter of understanding in his capacity as YMCA CEO, not as a part-time employee of the institution.<sup>13</sup> Additional paperwork related to the internship identified the part-time tutor as the "administrator" of the internship.

Successful completion of the internship required: (1) service to a nonprofit approved by the course professor; (2) completion of 180 hours at the internship site; (3) a final project

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<sup>12</sup> With respect to the transportation provided by the representative, the institution discovered an additional instance and later self-reported that instance as a potential violation of NCAA legislation in a subsequent self-report.

<sup>13</sup> At the hearing, the institution reported that at the time student-athletes were pursuing internships at the YMCA, it did not have a policy in place that either precluded athletic staff members from teaching or overseeing classwork on or off campus or required staff members to disclose those teaching or oversight duties.

at the internship site; (4) a supervisor's evaluation and (5) classroom activities and other submissions. The professor and the part-time tutor spoke to confirm the internship requirements. Previously, the part-time tutor confirmed community service opportunities for student-athletes and therefore was familiar with assisting student-athletes in meeting service requirements. Therefore, it would be unreasonable and a deviation from past practices for the part-time tutor to not confirm the student-athletes' requirements, particularly for service requirements that were associated with an academic course.<sup>14</sup> The professor and the part-time tutor also discussed and the professor understood that the representative would also be involved as a supervisor.

The part-time tutor reported that the representative provided direct supervision of student-athletes 2 and 3 in 2005-06. The part-time tutor admitted that he had limited personal knowledge regarding the hours that student-athletes worked. Instead, he relied upon his personal observations, as well as the statements from student-athletes and their supervisors assigned to monitor the internship. By the end of the fall 2005 semester, the professor advised the part-time tutor that the two football student-athletes had not completed the internship. The professor and the part-time tutor agreed that the student-athletes could continue into the spring 2006 semester. However, by March 2006, the YMCA no longer employed the representative. According to the part-time tutor, at this time he had just learned of the AAU-DCCT account, "a big gigantic checking account." The part-time tutor became very "nervous" and he admitted that he "did not want to hurt the student-athletes' chances" of receiving credit for the course.

The part-time tutor certified the 180-service hour requirement and submitted evaluations on behalf of student-athletes 2 and 3 to the professor.<sup>15</sup> The professor relied on the part-time tutor's certification in assigning the student-athletes passing grades in the course. During interviews, the student-athletes' recollection of their internship experience did not match the part-time tutor's representations. For example, the part-time tutor identified events, like a charity softball game, that could not be counted in the 180-service hour requirement because it took place before the student-athletes enrolled in the course and began the internship. In other instances, the part-time tutor recognized assistance with basketball clinics and one of the student-athletes stated that he never attended any clinics. In its December 20, 2013, self-report to the enforcement staff, the institution indicated that the senior associate dean of the college who offered the course in question commenced an academic integrity review of student-athletes 2 and 3 and a third football

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<sup>14</sup> The part-time tutor stated that he was not initially advised of the service hour requirement in 2005-06 academic years when student-athletes 2 and 3 interned. The part-time tutor maintained that he learned of the requirement when a third football student-athlete started his internship in 2006-07.

<sup>15</sup> In his response and at the hearing, the part-time tutor maintained that he did not sign the correspondence certifying student-athletes 2 and 3's requirements. The panel finds that reasonable persons would conclude that unsigned correspondence certifying that the student-athletes completed the service hour requirement and details the service projects was from the part-time tutor or developed and submitted at his direction.

student-athlete ("student-athlete 6"). As a result of that review, the institution determined each student-athlete committed an academic integrity violation.<sup>16</sup>

Student-athletes 2 and 3 also misrepresented their activities at the YMCA. Both student-athletes claimed that they planned, organized and promoted a charity basketball game in their final papers. Through its internal investigation, however, the institution could only identify one charity basketball game that occurred during the student-athletes' internship. The student-athletes did not organize or promote the game.

The fulfillment of internship service hours was also a problem for student-athlete 6. As she had done for other students, the professor permitted student-athlete 6 to complete his internship during the semester after its intended completion. During the subsequent academic integrity inquiry, the institution identified time sheet accuracy and contributions to substantive site projects as inconsistent. Student-athlete 6 submitted time sheets during the fall semester that indicated that he was at the YMCA on days that the institution would later determine football commitments would have prevented him from being at the YMCA. In her interview, the professor reported that she spoke with the part-time tutor after the student-athlete's timesheet did not include a supervisor's signature. The professor reported that the part-time tutor confirmed student-athlete 6's hours. Also, as part of its determination that student-athlete 6 was involved in academic fraud, the institution concluded that he did not engage in mentoring activities as he had reported in his final paper. In its response to the Notice of Allegations (NOA), the institution admitted that student-athlete 6 did not complete the project he described in his final paper. The final paper accounted for 30 percent of his final grade in the course.

To a large extent, the institution's multi-year relationship with the Tri-Valley YMCA, particularly the Oneida branch, the representative and the part-time tutor resulted in numerous self-reported potential violations of NCAA legislation that involved violations of the institution's academic integrity policy, cash payments and benefits. The institution knew or should have known through its staff that the representative was more than a "nice guy who would talk to players and try to give them the right advice." The representative played a major role in the life of at least one of their student-athletes. He was known by and had personal relationships with the men's basketball staff. And for a five-year period beginning perhaps as early as 2002, he had access to the men's basketball practices, locker room and the weight room. The institution repeatedly described instances in which it sought assurances from the representative that he would not provide extra benefits or special treatment. However, the institution, specifically the compliance office, did not provide examples of instances in which it provided NCAA rules education

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<sup>16</sup> Pursuant to institutional policies, the institution sought to contact the three student-athletes to advise them that unless they completed additional coursework, their degrees would be rescinded. At the time of the self-report, one student-athlete completed the additional course work. A second student-athlete began the process of completing additional coursework. The third student-athlete could not be contacted. As a result, the institution rescinded his degree.

to either the representative or the part-time tutor during the decade-long relationship.<sup>17</sup> Rather, those responsible for ensuring compliance encouraged these relationships and assumed they operated within NCAA requirements. Institutional personnel did not conduct site visits to the areas in which student-athletes volunteered or interacted. Similarly, institutional personnel, including the head basketball coach, did not inquire into the relationships the student-athletes developed with the representative.

### **The Institution's Academic Support for Student-Athletes**

Following the 2004-05 academic year, the head basketball coach believed that his program "was struggling" academically and it was "his responsibility to do something" for the student-athletes in the men's basketball program. The head basketball coach hired the director of basketball operations to fix his perceived problem.<sup>18</sup> And he did. The men's basketball team "got academics back in order" and much of that success was attributed to the director of basketball operations. Although he directly reported to the head basketball coach, his roles and responsibilities did not follow those of a traditional director of basketball operations. Instead, the head basketball coach identified the director of basketball operations as the "academic point man" for men's basketball, to work with athletics compliance and assist in coordinating with community activities. Specifically, the head basketball coach explained at the hearing that ninety percent of the director of basketball operations' responsibilities involved academics, while only ten percent involved traditional operations work. The offices of the head basketball coach and the director of basketball operations were in close proximity, and they engaged in daily conversation regarding academics. At the hearing, the head basketball coach acknowledged that he recruited some student-athletes that needed "additional academic support". The head basketball coach entrusted the director of basketball operations to handle all academic matters in his program.

In 2009 and 2010 the institution, through a special University Task Force, reviewed and reported on the academic support it provided to all student-athletes. The Task Force made recommendations aimed at providing student-athletes with quality academic support, improving learning outcomes and enhancing compliance with academic integrity requirements. During the 2010-11 academic year, the institution designated tutors and mentors as resources to student-athletes. Tutors provided subject-specific assistance. Mentors, in contrast, provided more general assistance such as organization and time-management skills.

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<sup>17</sup> At the hearing, the part-time tutor admitted that he never received rules education while serving as a part-time tutor outside of the initial orientation and education when he became a part-time tutor in 1989.

<sup>18</sup> The director of basketball operations previously worked in academics. First, from 2001 through 2003, he worked as a graduate assistant and academic advisor for the institution's men's and women's basketball programs. Next, in 2003 and with the assistance of the head basketball coach he secured a full time position as an academic counselor at another member institution. He held that position through 2005, when he returned to the institution as the director of basketball operations.



Prior to employment, the institution required tutors and mentors to review institutional policies and receive training. Specifically, the institution prohibited tutors and mentors from performing work for student-athletes and providing student-athletes with extra benefits. Additionally, the institution required tutors and mentors to memorialize their commitment to the institution's academic integrity rules. After they reviewed the institution's policies and procedures, tutors and mentors signed the institution's Academic Tutor Statement. Additionally, the institution required tutors to complete a 10-hour training course. Finally, they attended orientation, where they received and reviewed the institution's tutor training manual. The institution provided both mentors and tutors with compliance training. In training materials, the institution established that it is against the institution's policies and procedures for mentors and tutors to speak with a student-athlete's instructor, professor or coach. Further, in their interviews, institutional staff members acknowledged that accessing student-athletes' accounts was generally against the rules.

### **The Director of Basketball Operations' Involvement**

The actual practice in the basketball program differed greatly from those expectations. The director of basketball operations, whose job primarily consisted of monitoring academic performance of basketball student-athletes, became overly involved in men's basketball student-athletes' academic matters. For example, he collected and maintained student-athletes' usernames and passwords and provided them to others, including student-athlete support services. The director of basketball operations and members of student-athlete support services commonly accessed student-athletes' network and email accounts in an effort to monitor student-athletes' academic progress. In his interview, the director of student-athlete support services indicated that he believed this practice predated his tenure as director, which started in 2009.

Accessing student-athletes' accounts, however, was not limited to monitoring academic progress. Rather, access was a piece of a larger effort led by the director of basketball operations to manage student-athletes' academics. Institutional staff members, including the director of basketball operations and student-athlete support services staff developed student-athletes' academic plans, tracked course responsibilities and scheduling as well as incoming communications from professors regarding course work and class status.

As part of this practice, the director of basketball operations and student-athlete support services employees accessed and sent emails from student-athletes' accounts and corresponded directly with professors. Numerous emails included attached academic coursework, which was necessary to maintain the required grades for student-athletes to remain eligible. Recipients of the emails included student-athletes and the director of basketball operations. There is no indication that the director of basketball operations questioned or reported concerns. To the contrary, the email and related data suggest the common practice of the director of basketball operations monitoring, identifying and then

remediating academic concerns through email correspondence, which purportedly was being sent directly by the student-athletes to their professors.

In the spring of 2011 and while accessing a student-athlete's email account, the director of student-athlete support services discovered troubling emails from a student-athlete support services mentor, ("the support services mentor") and the student-athlete support services tutor, ("the support services tutor") to basketball student-athletes. Some of these emails also included attached coursework. In an email to colleagues, the director of student-athlete support services expressed concern, specifically noting that it "looks as though work might have been done for these students." Although concerned, the director of student-athlete support services did not report his discoveries to the provost or compliance offices. Rather, he permitted the support services mentor and tutor to continue working with student-athletes and even assigned the support services mentor to a new student-athlete.

The director of student-athlete support services did check the coursework for plagiarism. But at the hearing, he admitted that he did not alert anyone in either athletics or academics about his concerns. In his November 6, 2012, interview, he indicated that he did not report his concerns because he feared he would not be taken seriously. He had a sense that men's basketball might have "a little bit of special treatment." Finally, he acknowledged that he believed the director of basketball operations was behind the fact that a former academic support employee had been "pushed out" after 20 years of service, and as a new employee, was mindful of that event.

In August 2011, the director of student-athlete support services circulated a department memorandum to all coaches outlining student-athlete support services rules. Among other things, the memo stated that student-athletes should not share their passwords. Despite the written notification of policy, the director of basketball operations and student-athlete support services staff continued to access student-athlete email accounts.

In the summer of 2012, the institution became aware of potential academic integrity issues involving athletics' staff, student-athlete support services members and student-athletes based on an investigation into a men's basketball student-athlete's, ("student-athlete 7") coursework.<sup>19</sup> The investigation focused on reviewing forensic information and metadata associated with a number of electronic files of identified men's basketball student-athletes.<sup>20</sup> In its review, the institution first focused on metadata where the "Author" and "Last edited by author" field was attributed to someone other than the student-athlete.

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<sup>19</sup> The panel discusses the facts surrounding student-athlete 7 in the coming pages.

<sup>20</sup> In this case, metadata is embedded information relating to electronic documents. In metadata, there is information such as, "author," "Last edited/saved by," "Revision number," "Date created," "Date last saved" and "Total editing time."

The results of that investigation identified potential academic integrity violations and suggested that athletics and student-athlete support services staff members were integrally involved in the development of men's basketball student-athletes' coursework. Specifically, that the support services mentor, tutor and the director of basketball operations provided assistance and/or services in connection with academic courses and assignments for men's basketball student-athletes.

### **The Support Services Mentor, Support Services Tutor and Three Men's Basketball Student-Athletes' Involvement in the Provision of Academic Benefits**

#### *Support Services Mentor*

As both a support services mentor and basketball facility receptionist in the basketball facility, the support services mentor worked under the direction of, or closely with, the director of basketball operations. During this time, she assisted two men's basketball student-athletes in academic coursework. In the fall of 2010, she assisted one of the student-athletes, ("student-athlete 8"), in coursework in two of his classes. Similarly, in the spring, summer and fall of 2011, she assisted the other student-athlete, ("student-athlete 9"), in coursework in three of his classes. In each instance, the student-athlete had a coursework assignment(s), received assistance from the support services mentor and turned in coursework for academic credit. Additionally, during their academic careers, both student-athletes 8 and 9 fell behind in their course responsibilities. Through their integral involvement, both the director of basketball operations and the support services mentor were aware of their academic standing, sometimes before the student-athletes themselves.<sup>21</sup>

The institution identified these instances as potential academic integrity violations. The enforcement staff deferred to the institution to determine whether its academic integrity policy had been violated. Pursuant to the institution's policies and procedures, it reviewed the matters. In each instance involving the support services mentor, the course instructor could not locate a copy of the submitted work.<sup>22</sup> As a result, the institution determined that the student-athletes had not violated the institution's academic integrity policy. Thereafter, the enforcement staff, operating under the authority of the Legislative Council's April 2014 official interpretation on academic misconduct determined that allegations of extra benefits legislation were warranted.

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<sup>21</sup> Student-athlete 9's home college placed him on probation and eventually suspended him for not meeting his spring probation requirements. By the end of the summer 2011 term, however, he was able to increase his grade point-average required level, 2.0. During that time period, he worked with the support services mentor in three classes.

<sup>22</sup> At the hearing, the institution's associate provost for programs indicated that the institution could not locate the records because the institution typically operates under a one-year shred cycle.

Based on the institution's forensic investigation and metadata analysis, the institution reported that in connection with a fall 2010 course student-athlete 8 received an assignment, had access to multiple versions of that assignment through email and received a grade in the course. Specifically, student-athlete 8 was assigned a five-page paper that included at least five peer-reviewed scholarly papers and a bibliography. Two versions of the paper existed. One, a four-page paper, was saved on student-athlete 8's network user profile. Another, a six-page paper that included scholarly articles and a bibliography, was saved under the support services mentor's name and on the same type of computer she had at home. The support services mentor emailed student-athlete 8 a copy of the second paper. Subsequently, student-athlete 8's email account forwarded the paper to the director of basketball operations. The same day, the support services mentor informed the director of basketball operations that the paper had been completed and submitted. Student-athlete 8 received a "B" in the course.

With respect to another fall 2010 course and based on the institution's forensic investigation and metadata analysis, the institution reported similar circumstances regarding the level of assistance student-athlete 8 received from the support services mentor. Specifically, student-athlete 8 received a class presentation assignment. The first version of a presentation outline was saved to student-athlete 8's user network. A second, substantially revised version of the presentation was saved under the support services mentor's user ID. The support services mentor created a script on her home computer. The support services mentor emailed the presentation and script to the director of basketball operations asking him to "print out for [student-athlete 8] to take." Student-athlete 8 presented and received a "C" in the course.

The institution reported that, during the spring and summer of 2011, the support services mentor also assisted student-athlete 9 in two courses at a time when he was struggling academically. Student-athlete 9's home college placed him on probation during the spring 2011 semester. When he did not meet his probation conditions, his home college suspended him. The director of student-athlete support services intervened and requested that the home college review the probation conditions at the end of the summer because student-athlete 9 was in the process of finishing a spring course during the summer. By the end of the summer 2011 term, however, he was able to increase his grade point-average (GPA) to the required level, 2.0. In reaching that requirement, student-athlete 9 worked with the support services mentor during the spring and summer semester.

With respect to the first course and based on the institution's forensic investigation and metadata analysis, the institution reported that the support services mentor was integrally involved in the development and submission of student-athlete 9's coursework. Specifically, student-athlete 9 received permission to make up coursework from a course he enrolled during the spring 2011 semester. The makeup work consisted of a midterm consisting of 50 definitions, two essays and a final exam consisting of three one-page essays.

The institution identified a number of versions of the documents. First, during the spring, a document completing eight of 50 terms was saved to student-athlete 9's user profile. Over a month later and during a two and one-half hour tutoring session with the support services mentor, three items were saved under student-athlete 9's user profile. They were a final exam, an expanded midterm consisting of 25 definitions and one essay.<sup>23</sup> Only one of these items, the essay, was opened for editing during the tutoring session. The other two were only saved to student-athlete 9's user profile, indicating that they were likely created prior to the tutoring session. At some point, these documents were housed on the same type of device that the support services mentor used at home. The name that appeared in the "author" field differed from the vast majority of student-athlete 9's other documents.<sup>24</sup> Later that day, student-athlete 9's email account sent the instructor the three assignments.

The institution's forensic investigation also discovered that the support services mentor created and saved a completely revised version of student-athlete 9's essay after he had turned it in for credit. Two minutes after the support services mentor saved the revised paper, the director of basketball operations received an email from student-athlete 9's personal email account with the paper attached. The email originated from the support services mentor's home computer. These events occurred two days prior to student-athlete 9 receiving his final grade in the course. It does not appear that the paper was turned in for credit in place of student-athlete 9's earlier submission.

Over the next two weeks, representatives from student-athlete support services communicated with the instructor regarding student-athlete 9's academic status. The instructor indicated that student-athlete 9 would need an 82 on the final paper to reach his required cumulative GPA. The final paper was required to be between six and eight pages. The paper went through three versions. All three were created and/or edited on the same type of device the support services mentor had at home. The first two were saved to student-athlete 9's user profile. The last known version was edited and saved by the support services mentor. Three minutes after saving the final version, student-athlete 9's personal email account sent the paper to the director of basketball operations. The email originated from the support services mentor's home. Student-athlete 9 received a "B" on the paper, raising his course grade and meeting his required cumulative GPA.

The institution reported that during the summer of 2011 the support services mentor provided similar assistance to student-athlete 9 on an analytical reaction paper and

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<sup>23</sup> In total, four documents were saved to student-athlete 9's user network. However, two documents appeared to be identical copies of the midterm examination.

<sup>24</sup> Specifically, the vast majority of documents reviewed by the institution indicated "author" fields with either the student-athlete's first and last name or the first two initials of his first name followed by his last name. Only the student-athlete's last name appeared in the author field for these three documents.

another paper for a second course. Based on the institution's investigation and metadata analysis, the institution reported potential issues related to creating, editing and transmitting the assignments. Specifically, the name that appeared in the "Author" fields differed from the vast majority of student-athlete 9's other documents. The support services mentor's name appears in the "Last saved by" field for both documents. Both documents originated on the same type of device that the support services mentor used at home. Within minutes after being saved, both documents were emailed from the support services mentor's home computer to student-athlete 9's personal email address and the director of basketball operations. Student-athlete 9 received a "C+" in the course.

At the conclusion of the summer 2011 term, the support services mentor ceased being employed with student-athlete support services. The director of basketball operations assisted the support services mentor in securing a position as a receptionist in the basketball facility. During fall 2011 and despite no longer being authorized to provide academic support to student-athletes, she continued to assist student-athlete 9 academically in one of his fall 2011 courses. In her interview, the basketball facility receptionist acknowledged that she provided one-on-one "organizational assistance" to student-athlete 9 during the fall semester.

Based on the institution's investigation and metadata analysis, the institution reported potential issues related to creating, editing and transmitting of coursework that appeared to exceed organizational assistance. Specifically, the director of basketball operations and the basketball facility receptionist communicated on student-athlete 9's academic standing. When the director of basketball operations received email updates, he would forward those updates to the basketball facility receptionist. During the semester, student-athlete 9 received a paper assignment relating to his college major. The institution located a course paper for student-athlete 9 under the network ID "M-menbbball." The men's basketball offices, including the basketball facility receptionist, had access to the M-menbbball network ID. At some point, that document was housed on the same type of device that the basketball facility receptionist used at home. The basketball facility receptionist sent seven academic or institution related emails using student-athlete 9's institutional or personal email accounts from her home. Two of those emails related to this course and she sent both from her home computer. She sent both of those emails to the director of basketball operations. One tracked the due date for a paper on "picking a college major." The other included a statement written on behalf of student-athlete 9 to the assistant dean of student affairs. The subject line read, "input." Student-athlete 9 received a "C+" in the course.

#### *Support Services Tutor*

Finally, the institution self-reported that during the spring 2012 semester the support services tutor assisted a men's basketball student-athlete, ("student-athlete 10"), by

writing a portion of a midterm paper.<sup>25</sup> Based on the institution's forensic investigation and metadata analysis, the institution determined that the support services tutor created and provided student-athlete 10 with coursework that he turned in for credit. Specifically, student-athlete 10 received a midterm paper as an assignment. On March 27, 2012, a document containing one paragraph of text was created under the support services tutor's network ID. The document's title contained the course's identification number and student-athlete 10's first name. That same day, the support services tutor emailed the document to student-athlete 10. The paragraph appeared in the final version of the paper. Student-athlete 10 received a "D" in the course.

The institution processed the incident through its academic integrity process. Initially, student-athlete 10's professor determined that an academic integrity violation occurred. Student-athlete 10 appealed and an institutional panel designated for reviewing academic integrity appeals reversed the decision.

As was suggested earlier, the record clearly suggests a pattern of behavior. The director of basketball operations (whom the head basketball coach hired to "fix" the academic problems) and the men's basketball facility receptionist would monitor the email accounts of the student-athletes, would identify potential academic situations and deficiencies in coursework completion that might create eligibility problems, and then proceed to work in concert to remedy the problem. The result was the academic performance of the basketball student-athletes improved and fewer student-athletes were ineligible. However, the extreme level of academic assistance not only violated the institution's own policies for tutors and support service providers but also NCAA rules that preclude student-athletes from being provided academic benefits that are not available to the general population.

### **The Director of Basketball Operations, Basketball Facility Receptionist and Student-Athlete 7**

In December 2013, the institution provided the enforcement staff with its second self-report claiming, pursuant to its policies, the director of basketball operations, the basketball facility receptionist (formerly the support services mentor) ("the basketball facility receptionist") and student-athlete 7 violated the institution's academic integrity policy. The institution's self-report came after student-athlete 7 missed a series of competitions due to academic ineligibility. The institution first sought to restore student-athlete 7's eligibility through the waiver process. The NCAA Academic and Membership Affairs (AMA) staff denied the institution's requests. Subsequently, student-athlete 7 sought and received a grade change that restored his eligibility, returning him to

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<sup>25</sup> The institution originally self-reported the assistance as a secondary violation. The enforcement staff never processed the violation, however, because of its ongoing investigation and the similarity of the self-report to other alleged violations of NCAA legislation.

competition. These events occurred while the enforcement staff was investigating the institution for potential violations self-reported by the institution in 2010. The enforcement staff inquired about the circumstances surrounding the grade change. Because of the enforcement staff's inquiry, the institution reviewed the events leading up to student-athlete 7's restoration of eligibility. In that review, the institution examined forensic information, metadata and communications associated with student-athlete 7's grade change.

In January 2012, the institution declared student-athlete 7 ineligible for competition after he failed to meet the NCAA's progress-toward-degree minimum requirement. At the time the institution declared him ineligible, the men's basketball team was undefeated. The institution submitted a waiver application to the AMA staff explaining both medical and personal difficulties student-athlete 7 faced during his time at the institution. The waiver included a signed personal statement explaining these difficulties. It is unclear who ultimately authored the personal statement. But the institution acknowledged that student-athlete 7 received assistance on his personal statement.<sup>26</sup>

On January 16, 2012, the institution submitted the waiver application to the AMA staff.<sup>27</sup> Four days later, the waiver was denied and the institution subsequently appealed. On January 24, 2012, the appeal was denied. After the second denial, the institution initiated a series of events that it asserted were motivated by student-athlete 7's best interests, mainly to restore student-athlete 7's eligibility and return him to the basketball court.

On the morning of January 25, 2012, the director of athletics convened a meeting with individuals from academics and athletics to review student-athlete 7's situation and discuss options for him to regain eligibility. The institution's faculty athletics representative and associate provost attended. The director of athletics, both of the institution's deputy directors of athletics, the director of compliance, the director of student-athlete support services and the director of basketball operations also attended. The representatives met to discuss the options available to student-athlete 7. The options included: (1) classifying the course as a "non-attendance," (2) pursuing an incomplete or (3) executing a grade change.<sup>28</sup> At the meeting, each participant had a copy of student-athlete 7's transcript and discussed what courses might be suitable for a grade change and

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<sup>26</sup> In their respective interviews, the director of compliance, the director of basketball operations and student-athlete 7 all had different accounts of the creation of the personal statement. The director of compliance indicated that she worked primarily with the director of basketball operations. The director of basketball operations indicated that he worked with student-athlete 7 and coordinated with the director of compliance. Finally, student-athlete 7 indicated that he worked with the director of compliance. Regardless, it was not impermissible for student-athlete 7 to receive assistance on the personal statement included in his waiver application.

<sup>27</sup> The panel noted that the waiver is dated January 16, 2012. In its written reply, the enforcement staff stated that the institution submitted the waiver on January 14, 2012. The difference, however, does not affect the case.

<sup>28</sup> At the hearing there were conflicting statements regarding whether the group settled on a final appropriate avenue. Based on the parties' submissions and information presented at the hearing, however, the representatives generally agreed that student-athlete 7 would pursue a grade change. The facts bear out that the final plan was a grade change.



determined that it was the most viable option to pursue – identifying a course that student-athlete 7 completed the previous year. Additionally, the associate provost made clear that grade changes can only be initiated by students. The group, however, left it to the director of basketball operations to inform student-athlete 7 of his options and to follow up on the matter. The group did not discuss any steps that might be taken to ensure that improper academic support would not be provided and to ensure that student-athlete 7 would achieve a grade change based on his own initiative and work.

When asked by the panel at the hearing whether a meeting like this had ever previously occurred for a student-athlete, the institution's vice chancellor and provost indicated that it had not. The institution also indicated that there were other motivations at play. The director of athletics indicated that this particular student-athlete "needed basketball." And the head basketball coach stated that if student-athlete 7 were ineligible, he would have been on a plane home "the next day." He also expressed a desire for "the best defensive player in the country to play" but acknowledged that he hoped it would be done within the rules. Finally, there was a sense of urgency as the institution's next scheduled basketball game was only three days away, January 28, 2012.

The head basketball coach knew that institutional staff met to explore student-athlete 7's options and that student-athlete 7 would attempt to secure a grade change. He likewise knew that student-athlete 7 was a high-profile student-athlete and that the institution was presently under investigation into potential violations within his program. The head basketball coach entrusted the director of basketball operations to do it "the right way" but never inquired into the specific circumstances surrounding the grade change.

On January 26, 2012, student-athlete 7 met with a professor during her afternoon office hours to discuss the potential grade change. During the meeting, the professor agreed that student-athlete 7 could submit extra work to raise the C+ he earned the previous year. She assigned student-athlete 7 a four to five-page paper with citations from scholarly journals. The subject of the paper related to some of the medical and personal problems student-athlete 7 had faced during his time in college. The following morning, the professor received an email from student-athlete 7's account with the attached assignment. The professor informed student-athlete 7 that the paper was "inadequate" because it did not include citations. Later that afternoon, the professor received a revised, final version of the paper that included citations from student-athlete 7's institutional email account.

The professor reviewed the paper and determined that its submission raised student-athlete 7's grade a full letter grade. Word circulated and eventually multiple athletics and academic personnel involved themselves in ensuring that the grade change occurred as soon as possible and before institutional offices closed for the weekend. With time of the essence, the director of compliance, the director of student-athlete support services and the deputy director of athletics, as well as the professor, went to the registrar's office to ensure that the grade change form was processed "appropriately." The form, however,

did not have the required signatures, and they were not able to secure those signatures before offices closed for the weekend. Student-athlete 7 did not play in the game the following day. Over the weekend, the director of compliance emailed the executive vice president/chief financial officer of the institution informing him that the institution's vice chancellor and provost would be "very disappointed" if the request were not approved. She also noted that the vice chancellor and provost wanted the institution to engage in a discussion with the NCAA prior to student-athlete 7 playing in the upcoming game.

On Monday, January 30, 2012, the College of Arts and Sciences expressed concern over the grade change. Specifically, the college questioned the timing and impact on student-athlete 7's eligibility. The college also expressed concern that over a year had passed since student-athlete 7 completed the course. Eventually, on February 1, the grade change posted. On February 4, 2012, the institution's next competition, the head basketball coach played student-athlete 7. At no time during this process did compliance, the head basketball coach or anyone that attended the January 25, 2012, meeting inquire about the validity of the work or grade change. Rather, in independent emails, the director of athletics and director of student-athlete support services expressed frustration in the faculty's review of the legitimacy of the grade change.

Later that month, the enforcement staff inquired about the circumstances related to the grade change. From that inquiry, the institution collected and analyzed forensic information, metadata and communications related to the grade change. The institution noted a particular amount of activity that occurred after the January 25 meeting up through the enforcement staff's inquiry. Based on the information developed, the institution concluded that the director of basketball operations and the basketball facility receptionist "took it upon themselves to try and restore student-athlete 7's eligibility through the provision of obviously improper assistance with the grade change." The institution reported that they provided text, research and citations included in the final paper submitted for credit.

Specifically, the institution reported that student-athlete 7 met during afternoon office hours with a professor from a class he had previously completed and received permission to complete a four to five-page paper with scholarly citations. When tracing the origins of student-athlete 7's assignment, the institution discovered that the personal statement from student-athlete 7's waiver application was saved on the director of basketball operations' computer. The institution reported that the final paper submitted for credit was actually a revision of the personal statement previously included in student-athlete 7's waiver application, which had been just recently filed with the NCAA and denied.

The development of the paper submitted for credit began on January 26, 2012, at 11:19 a.m. Over the next 27 hours, the paper went through at least seven revisions prior to submission. None of the metadata associated with any of the versions listed student-athlete 7 as an author. Conversely, all versions listed the director of basketball operations, "mbball" or the basketball facility receptionist in these fields. Over the 27

hours, the director of basketball operations and the basketball facility receptionist engaged in numerous communications. The director of basketball operations' institution email account and the basketball facility receptionist's personal email account exchanged seven emails, six of which contained an attached version of the final paper. After the second email exchange, the institution's records indicate that the director of basketball operations and the basketball facility receptionist exchanged three short phone calls. The final paper raised student-athlete 7's previous grade from a full letter grade from "C-" to a "B-" and restored his eligibility.

The institution also discovered that on the day before the enforcement staff was scheduled to interview student-athlete 7, someone attempted to delete the final version of student-athlete 7's paper from the director of basketball operations' computer. The institution reviewed student-athlete 7's grade change pursuant to academic integrity policies and procedures available to all students. The institution concluded that student-athlete 7 received "unauthorized assistance" in completing the assignment and issued him a failing grade. The institution also took personnel action, terminating the basketball facility receptionist and permitting the director of basketball operations to resign.

The institution self-reported that student-athlete 7, the director of basketball operations and the basketball facility receptionist violated the institution's academic integrity policy. All of these events occurred in the head basketball coach's program and occurred after he hired the director of basketball operations to oversee his student-athletes' academics, a position that reported directly to him.

In the example of student-athlete 7, in order to keep one of their best players eligible the institution simply did not take "no" from the NCAA for an answer. The academic leaders (including the faculty athletics representative and associate provost) were convened by the director of athletics, developed a game plan going forward and then left it to the director of basketball operations to get the job done.

### **The Cooperation of the Academic Coordinator**

During its investigation, the enforcement staff identified an academic coordinator, ("the academic coordinator") as an individual who potentially had important information about the student-athlete support services provided to men's basketball student-athletes. The academic coordinator originally declined, but later submitted to an interview and participated in the October hearing. The academic coordinator worked in that role for the institution from 2004 to 2012. In the summer of 2012, the academic coordinator began working as an assistant registrar at a different NCAA member institution.

From January 2014 to April 2014, the enforcement staff attempted to secure an interview with the academic coordinator. The academic coordinator, however, repeatedly declined.

In April 2014, she requested that the enforcement staff stop contacting her. On May 6, the enforcement staff issued an NOA, alleging that she failed to cooperate.

After neither participating nor responding, on September 25, 2014, the academic coordinator indicated her willingness to participate in the infractions hearing. Later, on October 3, she indicated her willingness to submit to an interview. After the enforcement staff notified all parties, the interview took place on October 14. On October 30, 2014, the academic coordinator also participated in the hearing. She only participated in the portion of the hearing related to her alleged failure to cooperate.

In her interview and again at the hearing, the academic coordinator indicated that after discussing the interview request with her present employing institution she decided not to initially participate. Specifically, she spoke with institutional representatives who were unfamiliar with NCAA process. Based on that advice and her discomfort, she originally declined to participate.

At the hearing, the academic coordinator indicated that she wished she had participated the entire time and made the decision to eventually participate based on advice she received from her current vice president of enrollment management. At the hearing, the enforcement staff indicated that from the moment she indicated her willingness to participate, the academic coordinator had fully cooperated.

### **Failure to Adhere to Institution's Drug Testing Policy**

In the institution's 2014 self-report, it reported only that it did not follow its written drug testing policy and provided none of the details that had been previously provided. The institution redacted information relating to the number of affected student-athletes and the involved sport program it detailed in its October 2010 self-report.<sup>29</sup>

The institution developed a written drug testing policy in May 2000. With the exception of two amendments, that policy remained unchanged until 2009.<sup>30</sup> During that span, the institution published the policy in the student-athlete handbook. The policy outlined consequences for positive tests, however, in many instances there were no apparent consequences. According to the policy, after the first positive test, a student-athlete became ineligible until the student-athlete's head coach notified the student-athlete's parents. After a second positive test, the policy required the student-athlete be removed from the squad until a counselor advised the team physician that the student-athlete was

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<sup>29</sup> In the October 2010 self-report, the institution disclosed that from October 2001 to early 2009, it did not follow its drug testing policy in the sport of men's basketball on numerous occasions. Further, at the hearing, the institution acknowledged that it did not review any of the institution's other sport programs' compliance with the written drug testing policy.

<sup>30</sup> In 2009, the institution developed and implemented a new drug testing policy.

no longer using a prohibited substance. Finally, after a third positive test, the policy required for the termination of the student-athlete's athletics eligibility and withdrawal all athletically related financial aid at the conclusion of the semester.

The policy underwent two amendments in 2004 and 2008. Specifically, in 2004 the institution added a "grace period," whereby the director of athletics could extend a one-time conditional grace period after a student-athlete's third positive test. Additionally, in 2008, the institution amended the policy again adding an "intervention policy," whereby the director of athletics had the authority to intervene with any student-athlete if the director of athletics did not feel the grace period "adequately address[ed] mitigating individual circumstances affecting the student-athlete's substance abuse."

At the hearing and in their interviews, both the head basketball coach and the director of athletics admitted that they did not strictly follow the written policy. Specifically, in his interview the head basketball coach acknowledged that he had student-athletes test positive and rather than call the student-athletes' parents, he brought the student-athletes in and talked to them. When questioned why he did not call the parents, the head basketball coach responded that the director of athletics did not require him to follow the policy and, in at least in some instances, "it would have been fruitless." At the hearing, the head basketball coach also admitted that he did not call the parents because his director of athletics told him he did not have to and he did not know that failing to follow the policy violated NCAA rules.

Similarly, at the hearing the director of athletics defended the head basketball coach's decision not to call parents, claiming that the policy was confusing. The director of athletics indicated that there was an "unwritten policy" whereby it was known that coaches were not going to call parents.

Finally, based on information developed in interviews with the assistant director of athletics for sports medicine, student-athletes tested positive on more than one occasion and were not typically withheld from practice and/or competition in accordance with the written policy. And he could not recall a time where a student-athlete was withheld from competition since 2000.

#### **IV. ANALYSIS**

- A. IMPERMISSIBLE EXTRA BENEFITS. [NCAA BYLAWS 16.12.2.1 and 16.12.2.3-(d) (2002-03 through 2004-05); 16.12.1.5-(a) (2003-04 and 2004-05); 16.11.1.5-(a); 16.11.2.1 and 16.11.2.3-(d) (2005-06) NCAA Division I Manuals]**

The representative provided over \$8,000 of monetary extra benefits to five of the institution's student-athletes. The representative provided or arranged for automobile transportation for three men's basketball and one football student-athlete. For one of the student-athletes, he also provided fast food meals. The institution and the enforcement staff substantially agreed on the facts and that violations of NCAA bylaws occurred.

**1. NCAA legislation regarding extra benefits.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. The representative provided impermissible payments to five student-athletes when he used the AAU-DCCT account to pay them over \$8,000.**

Over the course of approximately a 14-month period, the representative provided impermissible payments to five of the institution's student-athletes totaling \$8,335. These benefits violated NCAA Bylaw 16.

NCAA Bylaw 16 defines extra benefits. Generally, an extra benefit is any benefit not expressly authorized by NCAA legislation. The representative developed personal relationships with student-athletes. He developed these relationships through his unique access to the men's basketball program and through his interactions with student-athletes who participated in mentoring and volunteer activities at the YMCA. The representative identified three football and two men's basketball student-athletes that he paid out of the AAU-DCCT account for their involvement in YMCA events. These events included mentoring or working at clinics, camps or tournaments or YMCA projects. The student-athletes work with the YMCA, however, was considered volunteer work.

Although the representative believed that the student-athletes expected to and should have been paid for their activities, payment for those activities violated NCAA Bylaw 16. Specifically, when the representative paid the five student-athletes for volunteer work, he provided them with a benefit not expressly authorized by NCAA legislation – an extra benefit.

The panel concluded that the facts as found constituted Level I violations of NCAA bylaws because the extra benefits were substantial and extensive.

3. **The representative provided impermissible transportation to three student-athletes and impermissible meals to one of those student-athletes when he drove or arranged for someone to drive student-athletes and purchased fast food meals for one of those student-athletes.**

Between the 2002-03 and the 2006-07 academic years, the representative provided or arranged for automobile transportation for three student-athletes and provided meals to one of those student-athletes. The arrangement and provision of benefits violated NCAA Bylaw 16.

NCAA Bylaw 16 defines extra benefits. Generally, an extra benefit is any benefit not expressly authorized by NCAA legislation. NCAA Bylaw 16 expressly identifies transportation as a prohibited benefit. Further, NCAA Bylaw 16 permits student-athletes to receive occasional meals from representatives of the institution's athletics interest provided the meal occurs at the representative of the institution's athletics interests' home.<sup>31</sup>

The representative provided or arranged for his acquaintance to provide automobile transportation for three student-athletes. When the representative either provided or arranged for automobile transportation for the student-athletes, he provided them with a benefit not expressly authorized by NCAA legislation – an extra benefit. In fact, he provided or arranged for a benefit expressly prohibited by NCAA legislation. Additionally, when the representative provided meals to one of the student-athletes away from the representatives home, he provided the student-athlete with an extra benefit and violated occasional meal NCAA legislation. NCAA legislation did not authorize these benefits.

The panel concluded that the facts as found constituted Level II violations of NCAA bylaws because it involved collective Level III violations.

**B. UNETHICAL CONDUCT: ACADEMIC FRAUD. [NCAA BYLAWS 10.1 and 10.1-(b) (2005-06 and 2006-07) and 10.01.1, 10.1 and 10.1-(b) (2011-12) NCAA Division I Manuals]**

During the 2005-06 and 2006-07 years, the part-time tutor and three football student-athletes committed unethical conduct and engaged in academic fraud when they provided false and/or misleading information on the student-athletes' involvement in an internship to a professor who subsequently awarded the

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<sup>31</sup> During the time period of the conduct, the exact numerical identifier of the applicable bylaws changed. While the identifier of the bylaws changed, their substance (the general rule on extra benefits, occasional meals and other prohibited benefits) did not.

student-athletes with academic credit. Additionally, in January 2012, the director of basketball operations and the basketball facility receptionist committed unethical conduct when they arranged for student-athlete 7 to receive fraudulent academic credit. The institution self-reported all four instances as violations of its academic integrity policy.

The institution and the enforcement staff are in agreement with the conduct and that violations occurred. The part-time tutor contested the allegation against him.

**1. NCAA legislation regarding unethical conduct.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. The part-time tutor and director of YMCA and three football student-athletes engaged in academic fraud.**

The part-time tutor, who also was CEO of the YMCA in Rome, New York, and three football student-athletes submitted false and/or misleading information related to the student-athletes' completion of internship requirements to the student-athletes' professor, which the professor relied upon in awarding the student-athletes academic credit. The part-time tutor and student-athletes' conduct violated NCAA Bylaw 10.

NCAA Bylaw 10.1 defines unethical conduct. Among other things, the Bylaw defines the knowing involvement in arranging for fraudulent academic credit for a student-athlete as unethical conduct. The institution offered a course in its Family and Child Studies Department that centered on successful completion of an internship. Requirements of the internship included: (1) service to a nonprofit organization approved by the professor; (2) 180 hours at the internship site; (3) a final project at the intern site; (4) a supervisor's evaluation; and (5) classroom activities and other submissions. During the 2005-06 academic year, two football student-athletes enrolled in the course and carried out their internship at the YMCA. During the 2006-07 academic year, another football student-athlete enrolled in the course carried out his internship at the YMCA.

Because of his long-standing relationship with student-athletes as a part-time tutor, the student-athletes felt comfortable approaching the part-time tutor/YMCA CEO regarding their required internships. Paperwork identified the part-time tutor as the "administrator" of the internship and, in his role as CEO of the YMCA, he received an internship manual and executed a letter of understanding identifying himself as the point of contact for the internship.



With respect to the 2005-06 academic year, student-athletes 2 and 3 participated in the internship and the part-time tutor and the student-athletes submitted false and/or misleading information regarding the student-athletes' completion of requirements. Specifically, the part-time tutor certified that the student-athletes completed their 180-hour service requirement and supplied their professor with evaluations on the type of activities the student-athletes performed. Unfortunately, the two student-athletes' representations differed from the part-time tutor's evaluations. The part-time tutor reported that he assigned the representative as the direct supervisor of the two student-athletes. However, when the representative ceased being employed by the YMCA, the part-time tutor "did not want to hurt the student-athletes' chances" of receiving full credit in the course and supplied the professor with information that that did not accurately reflect the student-athletes' work in the internship. Similarly, the student-athletes misrepresented their activities in their final paper. The student-athletes claimed to have planned, organized and promoted a charity basketball game. However, only one charitable basketball occurred during their internship and they did not organize or promote that game. The professor used the part-time tutor's certification and evaluation as well as the student-athletes' final paper in formulating the student-athletes' grades.

Student-athlete 6 participated in the internship during the 2006-07 academic year, and the part-time tutor and student-athlete provided false and/or misleading information relating to the internship. Student-athlete 6 submitted and, according to the professor, the part-time tutor confirmed the student-athlete's hours. Some of those hours, however, indicated that the student-athlete was working at the YMCA on days that student-athlete 6 had football commitments. Additionally, the institution determined that student-athlete 6 did not complete the final project he described in his final paper. The professor used the part-time tutor's certification and student-athlete 6's final paper in formulating the student-athlete's grade.

The part-time tutor held ultimate responsibility for the internships. While he claimed that he was not the direct supervisor of the student-athletes during their internships, he signed, confirmed and/or evaluated the student-athletes' activities. When the part-time tutor provided certifications and/or evaluations based on limited personal knowledge he committed unethical conduct. He knew that the student-athletes would receive academic credit for their involvement in YMCA activities and he had a duty to ensure that his certifications and/or evaluations were accurate. Because he attested to the student-athletes' hours and activities

without verifying their accuracy, he was knowingly involved in arranging for fraudulent academic credit and violated NCAA Bylaw 10.1.

Similarly, the student-athletes committed unethical conduct. During the 2005-06 internship, when student-athletes 2 and 3 misrepresented their involvement in a charity basketball game and received academic credit based on that representation, they committed academic fraud and violated NCAA Bylaw 10.1-(b). Likewise, when student-athlete 6 in the following year misrepresented his final project and received academic credit, he committed academic fraud and violated NCAA Bylaw 10.1-(b).

The panel concluded that the facts as found constituted Level I violations of NCAA bylaws because the academic fraud undermined and threatened the NCAA Collegiate Model and provided a substantial advantage.

**3. The director of basketball operations and the basketball facility receptionist committed unethical conduct when they engaged in academic fraud.**

The institution self-reported to the enforcement staff that after student-athlete 7 became academically ineligible, the director of basketball operations and the basketball facility receptionist engaged in unethical conduct when they completed academic coursework on behalf of student-athlete 7. Their conduct was aimed at restoring his eligibility and returning him to competition. The academic fraud, in part, occurred because the institution lacked oversight, control and monitoring over the process aimed at restoring student-athlete 7's eligibility. The director of basketball operations' and basketball facility receptionists' conduct violated NCAA Bylaw 10.

NCAA Bylaw 10.01.1 requires that all individuals employed or associated with a member institution act with honesty and sportsmanship. NCAA Bylaw 10.1 defines unethical conduct. Among other examples, NCAA Bylaw 10.1-(b) defines unethical conduct as the knowing involvement in arranging for fraudulent academic credit.

At the time the institution declared him ineligible, student-athlete 7 was one of the best defensive players in the country on an undefeated team. After student-athlete 7 fell short of a progress-toward-degree requirement, the institution submitted a waiver on his behalf. The waiver as well as the institution's subsequent appeal were denied. The waiver included a personal statement that identified personal and medical difficulties that student-athlete 7 had experienced. Thereafter, senior members from both

the institution's academics and athletics staffs met to discuss the institutional options available to student-athlete 7 to restore his eligibility. As the institution acknowledged at the hearing, a meeting like this, aimed at an individual student-athlete's eligibility options, had previously never occurred at the institution. After exploring multiple options, the institution determined the best course of action would be for student-athlete 7 to seek a grade change. Meeting attendees left it to the director of basketball operations to inform student-athlete 7. Attendees made it clear, however, that student-athlete 7 had to initiate the request.

Student-athlete 7 found a professor willing to give him the opportunity to submit additional work for a course he completed two semesters prior. The professor assigned a four to five-page paper, citing scholarly journals. And the topic covered specific medical and personal problems – problems student-athlete 7 previously experienced. Within a day, the professor received the assignment. The first paper submitted did not include citations and the professor informed student-athlete 7 that the paper was "inadequate." Later that afternoon, the professor received a revised paper that included citations from student-athlete 7's institutional email account. The professor reviewed the assignment and determined it was sufficient to raise student-athlete 7's grade. Unfortunately, the director of basketball operations and the basketball facility receptionist, not student-athlete 7, completed and submitted the assignment.

The institution reported that the paper submitted for additional academic credit was a revised version of student-athlete 7's personal statement prepared for his waiver and that the director of basketball operations and basketball facility receptionist provided text, research and citations to the final paper. The paper's creation, revision and submission occurred between January 26 and January 27, 2012. The director of basketball operations had student-athlete 7's personal statement saved on his computer. Over the course of approximately one day, the personal statement underwent seven revisions authored by the director of basketball operations or the basketball facility receptionist. The director of basketball operations and the basketball facility receptionist exchanged seven emails. Six of those emails contained newly revised versions of the paper as an attachment. The two also exchanged three phone calls. The grade awarded for the paper restored student-athlete 7's eligibility and the final paper was saved on the director of basketball operations' computer. The institution determined that student-athlete 7 received impermissible assistance in completing the assignment that violated the institution's academic integrity policies and procedures. The institution issued student-athlete 7 a failing grade.

The director of basketball operations and the basketball facility receptionist failed to act ethically and conduct themselves with the honesty required of individuals employed by a member institution. Worse yet, they engaged in the conduct during a time when the institution was under investigation for other potential NCAA violations and after student-athlete 7 had just been denied an eligibility waiver. After the AMA staff denied the eligibility waiver, the director of basketball operations and basketball facility receptionist undertook an impermissible and unethical avenue to restore student-athlete 7's eligibility and return him to competition. They abused a procedure that if carried out appropriately by student-athlete 7 would have restored his eligibility within institutional and NCAA requirements. However, it appears because time was of the essence, they did not allow student-athlete 7 to complete and submit the work on his own. Because they arranged for student-athlete 7 to receive fraudulent academic credit, they violated NCAA Bylaw 10.1-(b).

The panel concluded that the facts as found constituted a Level I violation of NCAA bylaws because academic fraud undermined and threatened the NCAA Collegiate Model and provided a substantial advantage.

**C. ACADEMIC EXTRA BENEFITS. [NCAA BYLAW 16.11.2.1 (2010-11 and 2011-12) NCAA Division I Manuals]**

During the 2010-11 and 2011-12 academic years, the support services mentor, who later became the basketball facility receptionist, as well as the support services tutor, provided academic extra benefits to three men's basketball student-athletes. The institution and the enforcement staff disagreed that the mentor provided academic extra benefits to two student-athletes. The institution and the enforcement staff substantially agreed that the support services tutor provided an academic extra benefit. The institution, however, disagreed that it should be included in the case because the student-athlete made a charitable contribution as restitution.<sup>32</sup>

**1. NCAA legislation regarding extra benefits.**

The applicable portions of the bylaws may be found at Appendix Two.

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<sup>32</sup> The institution self-reported the violation to the Big East Conference. The Big East Conference forwarded the self-report to the enforcement staff for processing, and because the self-reported violation was closely related to the pending investigation, the enforcement staff transferred the matter from the secondary infractions case to be included in its alleged violations in this case. The enforcement staff had not processed the self-report.

2. **Over two academic years, two institutional staff members provided three men's basketball student-athletes with impermissible academic assistance and/or services not generally available through the institution's student-athlete support services by creating and providing coursework to the student-athletes.**

The support services mentor, who later became a basketball facility receptionist, and the support services tutor impermissibly made revisions, created or wrote assignments for three student-athletes. Specifically, the support services mentor, provided student-athletes 8 and 9 with impermissible academic assistance in fall 2010 and summer 2011, respectively. As a basketball facilities receptionist, she continued to provide student-athlete 9 with impermissible academic assistance in fall 2011. Similarly, the support services tutor impermissibly wrote a portion of student-athlete 10's midterm exam. The provision of coursework violated NCAA Bylaw 16.

Generally, NCAA Bylaw 16.11.2.1 does not permit student-athletes to receive extra benefits. Additionally, the Legislative Council issued an official interpretation stating that institutions have the authority to determine whether academic misconduct occurred.<sup>33</sup> The interpretation noted, however, that extra benefit legislation continued to apply regardless of whether an academic misconduct violation occurred. Answering the panel's NCAA Bylaw 19.7.8.2 interpretation request, the AMA staff, Legislative Review and Interpretations Committee (LRIC) and Legislative Council confirmed that extra benefit violations may still occur if the institution determines, pursuant to its own internal policies and procedures, that the conduct at issue does not result in a violation of institutional academic integrity policy. Thus, after the institution reviewed and determined that academic integrity violations had not occurred, the enforcement staff appropriately alleged and the panel concluded that academic extra benefit violations occurred.

Contrary to policies, procedures and trainings, institutional staff members provided student-athletes with assistance contrary to the established appropriate level of student-athlete support services' assistance. Support services tutors and mentors received specific education and training on rules relating to the institution's academic integrity policy and extra benefits. In at least some instances, however, members of the student-

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<sup>33</sup> Consistent with footnote 6, the 2014-15 Division I Manual and the referenced Official Interpretation use the terminology "academic misconduct" rather than "academic fraud." The panel recognizes that the two terms are interchangeable but refers to the violations as they were charged.

athlete support services ignored or failed to follow policies, procedures and training.

Specifically, the support services mentor, and later basketball facility receptionist, provided impermissible assistance to two men's basketball student-athletes. First, during the fall 2010 semester the support services mentor made impermissible revisions to and created coursework for student-athlete 8 in two of his courses. With respect to one course, she provided student-athlete 8 with a paper that differed from the one saved on student-athlete 8's network use profile. The paper she provided student-athlete 8 included two additional pages, scholarly citations and a bibliography. With respect to the second course, the instructor assigned the student-athlete a class presentation. The support services mentor provided the director of basketball operations with a substantially revised presentation and a script that she created for student-athlete 8's oral presentation. When the support services mentor emailed the coursework to the director of basketball operations, she included the direction, "print out for [student-athlete 8] to take."

Second, during the spring, summer and fall of 2011 in her role as a support services mentor and then as a basketball facility receptionist, she provided student-athlete 9 with impermissible assistance on coursework in three of his courses. With respect to the first course, the support services mentor made revisions or created student-athlete 9's assigned midterm, two essays and final exam. All of the documents were created on the same type of computer that the support services' mentor used at home. Three assignments (the midterm, one essay and the final exam) were saved to the student-athlete's network user profile during a tutoring session, but only one assignment underwent editing during the session. The other essay went through multiple revisions and the final version of the paper was sent using student-athlete 9's personal email address from the support services mentor's home. The support services mentor also created a completely revised version of the first essay. Like the other essay, the director of basketball operations received the essay in an email from student-athlete 9's personal email account and the email originated from the support services mentor's home. Student-athlete 9, however, never turned in the document because he already received sufficient credit in the course based on the earlier submissions.

With respect to the second course, the support services mentor created or revised two assigned papers. Specifically, versions of the two assigned papers indicated that the support services mentor was the last to save the documents; the documents originated on the type of computer that the

support services mentor used at home; and the director of basketball operations received the documents from student-athlete 9's personal email account. Finally, the email transmitting the documents originated from the support services mentor's home.

With respect to the third course, despite ceasing to be employed by student-athlete support services, the now basketball facility receptionist created or revised a paper for one of student-athlete 9's fall 2011 courses. Specifically, the basketball facility receptionist continued to monitor and involve herself in the academic affairs of student-athlete 9. Among other involvement, a course paper was housed on the type of computer the basketball facility receptionist used at home and the paper was edited by an athletics username that the basketball facility receptionist could access. Additionally, the director of basketball operations received emails from student-athlete 9's personal email account that originated from the basketball facility receptionist's home. One of those emails included a written statement on behalf of student-athlete 9 to the dean of student-affairs. It also included the direction, "input."

Finally, the institution self-reported that during the spring 2012 semester the support services tutor wrote a portion of student-athlete 10's midterm exam. The panel believes that based on the similarity of other student-athlete support services activity that occurred around the same time, the unprocessed self-report is appropriately included in the NOA. Its inclusion, along with the other activities described above, paint a picture of the student-athlete support services relationship and culture with the men's basketball program. A culture that at times operated contrary to the policies, procedures, trainings and expectations of the student-athlete support services program.

The support services mentor, and later basketball facility receptionist, and the support services tutor created, revised or wrote academic coursework for the three men's basketball student-athletes. In doing so, they provided student-athletes with impermissible assistance and services. That assistance and service was not part of, or the intent of, the student-athlete support services program. It exceeded the type of support provided by the institution and generally available through the student-athlete support services program. Therefore, when the support services mentor (basketball facility receptionist) and support services tutor created, revised or wrote academic coursework they provided student-athletes with extra benefits and violated NCAA Bylaw 16.11.2.1.

The panel concluded that the facts as found constituted Level I violations of NCAA bylaws because they seriously undermined and threatened the integrity of the NCAA Collegiate Model and provided a substantial advantage and were not isolated nor inadvertent, but rather part of ongoing violations.

**D. FAILURE TO FOLLOW WRITTEN DRUG TESTING PROCEDURES. [NCAA BYLAWS 10.2 (2001-02 through 2008-09), 14.01.3 (2001-02 through 2008-09) 32.2.3.1-(e) (2001-02 through 2004-05), 31.2.3.4-(e) (2005-06), 31.2.3.4-(d) (2006-07) and 31.2.3.4-(e) (2007-08 and 2008-09) NCAA Division I Manuals]**

From fall 2001 to early 2009, the institution failed to follow written institutional policies and procedures concerning student-athlete drug use for student-athletes who tested positive for banned substances. The institution originally reported the violation in its October 27, 2010, self-report to the enforcement staff. The institution amended and redacted portions of the self-report in its revised January 24, 2014, self-report to the enforcement staff. Although the institution self-reported that it did not follow its internal written drug testing policy, it did not directly respond to the allegation in its May 6, 2014, response to the NOA. Despite admitting a violation occurred, in both its response and presentation at the hearing, the institution asserted legal claims for why the violations could not be discussed.<sup>34</sup>

**1. NCAA legislation regarding knowledge of banned drugs and institutional procedures.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. The institution developed a written drug testing policy with specific procedures and failed to follow its policy and procedures.**

The institution acknowledged that it failed to follow written institutional procedures for numerous men's basketball student-athletes who tested positive for banned substances. NCAA Bylaw 10.2 requires institutions to follow their institutional procedures dealing with drug abuse when athletics staff members have knowledge of student-athletes use of substances on the banned list. The bylaw further states that failure to follow institutional procedures shall subject the institution to penalties.

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<sup>34</sup> The panel was conscientious to keep the discussion at the confidential infractions hearing to compliance with the written policy and to avoid specific reference to information in the decision that could be used to identify specific student-athletes. The panel limited reference in the decision to the general span of the violations and the affected sport program.



The institution developed a written drug testing policy in May 2000. In short, after a positive drug test a student-athlete became ineligible until specific requirements were met. After a first positive drug test, the policy declared the student-athlete ineligible until the student-athlete's head coach notified the student-athlete's parents. After a second, the policy declared the student-athlete ineligible until a counselor declared that the student-athlete was no longer using banned substances. Finally, after a third positive drug test, the policy called for the student-athlete's eligibility to be terminated and for the institution to withdrawal all athletically related financial aid at the conclusion of the semester. The institution did not follow these written procedures. The head basketball coach admitted that he did not call student-athletes' parents, but rather brought the student-athletes in to talk to him. The director of athletics accepted this practice.

Similarly, most of the student-athletes tested positive on more than one occasion and were not removed from the squad until a counselor declared that the student-athletes were no longer using ban substances. Student-athletes who tested positive a second time saw counselors within a day and were released back to competition.

When the head basketball coach did not, and was not required to, call student-athletes' parents the head basketball coach and institution did not follow its written institutional policy. Likewise, when counselors released student-athletes back to competition quickly without ensuring that student-athletes no longer used banned substances, the institution did not follow its written institutional policy. The director of athletics claimed that the institution followed an "unwritten policy" because the written policy was confusing. The suggestion that an "unwritten policy" should supersede a written policy was considered incredible by the panel and contrary to virtually all sense of reason, as the reasons policies are in writing is to ensure that they are clear and followed. Regardless, the written policy remained in effect and when the institution did not follow its written policy, it violated NCAA Bylaw 10.2.

The panel concluded that the facts as found constituted Level I violations of NCAA bylaws because they seriously undermined the principle of student-athlete well-being and threatened the integrity of the NCAA Collegiate Model.

- E. IMPERMISSIBLE COMPLIMENTARY ADMISSIONS. [NCAA BYLAWS 13.9.1 (2002-03 through 2004-05) and 13.8.1 (2005-06 and 2006-07) NCAA Division I Manuals]**

For approximately four years, men's basketball staff members provided the representative, an individual responsible for teaching or directing prospects, with more than two complimentary admissions.<sup>35</sup> Further, on at least one occasion, a men's basketball staff member provided the representative complimentary admissions to a postseason competition. The institution and the enforcement staff substantially agreed on the facts and that violations of NCAA bylaws occurred.

**1. NCAA legislation regarding complimentary admissions.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. The men's basketball staff provided the representative with complimentary admissions that exceeded the NCAA bylaw limit when staff members provided him with more than two complimentary admissions and when a staff member provided him with a complimentary admission to a postseason competition.**

Between January 2003 and January 2007, members of the men's basketball staff provided the representative with complimentary admissions that exceeded the NCAA bylaw limitation. On at least one occasion, a men's basketball staff member provided the representative with complimentary admissions to a postseason competition. The provision violated NCAA Bylaw 13.

During the time of the conduct, NCAA Bylaw 13.8.1 and later NCAA Bylaw 13.9.1 outlined permissible entertainment for high school, college-preparatory, two-year college coaches and individuals associated with a prospective student-athlete. The bylaw permits these coaches or an individual responsible for teaching or directing an activity in which a prospective student-athlete is involved to receive two complimentary admissions to home athletics contests. The bylaw also prohibits complimentary admissions to postseason competitions.

From the time he was hired in 1996 to coordinate youth sports programming for the YMCA, the representative became an individual responsible for teaching or directing an activity in which a prospective student-athlete is involved. Similarly, the representative had at one time

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<sup>35</sup> Through his interactions with a local AAU team and his affiliation with the YMCA, the representative became "an individual responsible for teaching or directing an activity in which a prospective student-athlete is involved." For purposes of brevity, he will solely be referred to as "the representative" in this section, however, his role as "an individual responsible for teaching or directing an activity in which a prospective student-athlete is involved" remains material.

been involved in an AAU program. The head basketball coach, at one time, knew about this involvement because it prompted the head basketball coach to inquire about the representative's involvement with AAU programs after the head basketball coach saw the representative's name on a complimentary admissions list. The head basketball coach received assurances that the representative was not an AAU coach. At least some of the basketball staff, however, knew of the representative's involvement with the YMCA, youth sports and the head basketball coach's summer basketball camp. They never inquired as to whether that involvement and status limited the quantity of complimentary admissions the representative could receive or whether it limited his ability to receive complimentary admissions to postseason competitions. On numerous occasions, members of the men's basketball staff provided the representative with more than two complimentary admissions and on at least one occasion provided him complimentary admission to a Big East Conference tournament game.

When members of the men's basketball coaching staff provided the representative with more than two complimentary admissions, they exceeded the NCAA limit and violated NCAA Bylaw 13. Similarly, the men's basketball staff violated NCAA Bylaw 13 when a staff member provided the representative complimentary admission to a conference tournament game.

The panel concluded that the facts as found constitute Level II violations of NCAA bylaws because of the length of time over which they occurred and because the violations were not inadvertent, isolated or limited.

**F. FAILURE TO REPORT OUTSIDE INCOME AND SUPPLEMENTAL PAY. [NCAA BYLAWS 11.2.2 and 11.3.2.2 (2003-04 through 2005-06) NCAA Division I Manuals]**

Between July 2004 and summer 2006, three athletics department staff members failed to report outside income or benefits to the institution's chancellor and one athletics department staff member received supplemental pay from an outside source. The institution and the enforcement staff substantially agreed on the facts and that violations of NCAA bylaws occurred.

**1. NCAA legislation regarding outside income and supplemental pay.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. Three athletics staff members failed to report outside income or benefits and one athletics staff member received supplemental pay from an outside source after they received them from the representative.**

The representative's involvement, payments and provision of benefits did not stop with student-athletes; it also included athletics staff. Athletics staff received outside income and benefits and failed to report what they received to the institution's chancellor. Another staff member received impermissible supplemental pay. The staff members failure to report outside income, benefits and supplemental pay violated NCAA Bylaw 11. NCAA Bylaw 11.2.2 requires athletics department staff members to report all athletically related income and benefits from outside sources to the institution's chief executive officer. Further, NCAA Bylaw 11.3.2.2 prohibits outside sources from paying or supplementing an athletics department staff member's salary. Three athletics staff members failed to report outside income or benefits. A fourth athletics staff member received impermissible supplemental pay. The representative provided each staff member with the outside income, benefit or supplemental pay.

The representative paid a former assistant athletic trainer and graduate assistant athletic trainer for working basketball clinics. Like with the student-athletes, the representative paid the athletic trainers with the AAU-DCCT account. Similarly, the representative provided a complimentary YMCA family membership to an assistant men's basketball coach in exchange for appearances at basketball clinics. The assistant men's basketball coach received the complimentary family membership for approximately 18 months. Despite the former athletic trainer and the assistant men's basketball coach acknowledging that they knew the rule regarding outside income and benefits, they did not report the income or benefits. Also using the AAU-DCCT account, the representative paid one month's rent for a men's basketball administrative assistant.

The failure to report outside income or benefits and the receipt of supplemental pay violated NCAA legislation. Specifically, when the two athletics trainers and the assistant men's basketball coach failed to report their receipt of outside income and the complimentary family gym membership, they violated NCAA Bylaw 11.2.2. Likewise, when the representative paid the basketball assistant's rent, he provided the basketball assistant with supplemental income, in violation of NCAA Bylaw 11.3.2.2.

The panel concluded that the facts as found constituted Level II violations of NCAA bylaws because they are collective Level III violations.

**G. PROMOTIONAL ACTIVITIES. [NCAA BYLAWS 12.5.1.1 (2003-04 through 2006-07); 12.5.1.1-(a) (2003-04 through 2005-06); 12.5.1.1-(i) (2004-05 through 2005-06); 12.5.1.1-(e) (2005-06); 12.5.1.1-(i); 12.5.2.1 (2005-06) and 12.5.2.1-(a) (2005-06) NCAA Division I Manuals]**

Between the 2003-04 and 2006-07 academic years, student-athletes participated in approximately 12 promotional activities without completing or fully completing the promotional activity process. Additionally, one student-athlete, working with the representative, raised funds for a charitable organization when the funds actually went to a commercial organization. The institution and the enforcement staff substantially agreed on the facts and that violations of NCAA bylaws occurred.

**1. NCAA legislation regarding promotional activities.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. Over the course of four academic years, student-athletes participated in promotional activities without properly completing the approval process and one student-athlete purportedly raised funds for a charity when the funds went to a commercial organization.**

From the 2003-04 through the 2006-07 academic years the institution permitted student-athletes to participate in promotional activities without properly approving the activities. Generally, NCAA Bylaw 12.5 limits the type of organization that can use student-athletes in promotional activities to member institutions and charitable, educational or nonprofit organizations.

NCAA Bylaw 12.5.1.1 further outlines specific requirements that must be met relating to student-athletes' involvement in promotional activities. Among other things, student-athletes must receive written approval from the institution's director of athletics (or designee); all monies derived from the activity must go to the institution, conference or approved organization; and the student-athlete and a representative from the approved organization must sign a release ensuring that the student-

athletes' participation will meet bylaw requirements. Additionally, NCAA Bylaw 12.5.2.1 states that it is impermissible for student-athletes to receive payment or promote commercial enterprises.

Over the course of four academic years the institution did not properly ensure that its student-athletes' participation in promotional activities. Specifically, on approximately 12 occasions student-athletes participated in a promotional activity without meeting the requirements of NCAA Bylaw 12.5.1.1. Some student-athletes participated without the proper forms being submitted and without the director of athletics approval. Similarly, other student-athletes participated without executing a release. Finally, one student-athlete promoted an upcoming basketball tournament for the representative. The representative did not submit a request for the student-athlete's promotion and received the money raised. The basketball tournament was a commercial enterprise.

The institution did not ensure that its student-athletes met the requirements of NCAA Bylaw 12.5.1.1 when they participated in promotional activities. And when student-athletes participated in these events without obtaining the director of athletics written approval or without signing a release their participation violated NCAA Bylaw 12.5.1.1. Similarly, when the student-athlete promoted the representative's basketball tournament, a commercial enterprise, the student-athletes involvement violated NCAA Bylaw 12.5.2.1.

The panel concluded that the facts as found constituted Level II violations of NCAA bylaws because they are collective Level III violations.

**H. OUTSIDE BASKETBALL COMPETITION. [NCAA BYLAW 14.7.2 (2004-05) NCAA Division I Manual]**

In 2005, a women's basketball student-athlete participated in an organized basketball game outside of intercollegiate competition. The institution and the enforcement staff substantially agreed on the facts and that a violation of NCAA bylaw occurred.

**1. NCAA legislation regarding outside competition.**

The applicable bylaw may be found at Appendix Two.

**2. The women's basketball student-athlete participated in outside competition contrary to NCAA legislation when she participated in a charity basketball game organized by the YMCA.**

In 2005, a women's basketball student-athlete impermissibly participated in a YMCA charity basketball game outside of intercollegiate competition. NCAA Bylaw 14.7.2 prohibits basketball student-athletes from participating in organized basketball outside of the permissible playing season. On March 26, 2005, a women's basketball student-athlete participated in a charity basketball game organized by the YMCA. The YMCA publicized the game in advance with predetermined rosters, kept an official score and charged admission for attendance. By definition, the game was an organized basketball competition and the student-athlete's participation in the game violated NCAA Bylaw 14.7.2.

The panel concluded that the facts as found constituted a Level III violation of NCAA bylaws because the violation was isolated and limited.

**I. INSTITUTIONAL EMPLOYEES PROVIDING NON-LOCAL TRANSPORTATION. [NCAA BYLAWS 16.12.2.1 and 16.12.2.3-(d) (2003-04 and 2004-05) NCAA Division I Manual]**

In early 2004 and spring 2005, two institutional employees provided impermissible transportation to two student-athletes. The institution and the enforcement staff substantially agreed on the facts and that a violation of NCAA bylaws occurred.

**1. NCAA legislation regarding extra benefits.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. Institutional employees provided two student-athletes with automobile transportation that did not meet the definition of "local" transportation.**

On five occasions in 2004 and 2005, two institutional employees provided automobile transportation to two student-athletes that the institution determined exceeded "local" transportation. Generally, NCAA Bylaw 16 prohibits student-athletes from receiving extra benefits.

NCAA Bylaw 16.12.2.3-(d) prohibits institutional employees from providing student-athletes with transportation outside of, on an occasional basis, reasonable local transportation. The institution determined that the transportation provided by the institutional employees did not meet the definition of "local" transportation. On one occasion, an assistant men's basketball coach drove a men's basketball student-athlete 45 miles.

Additionally, on four occasions, a member of the institution's football academic support staff provided transportation to a football student-athlete totaling 128 miles. When the institutional employees provided non-local transportation to the two student-athletes, they provided the student-athletes with extra benefits that were specifically prohibited by NCAA Bylaw 16.12.2.3-(d).

The panel concluded that the facts as found constituted Level III violations of NCAA bylaws because the violations were isolated and limited.

**J. FAILURE TO COOPERATE. [NCAA BYLAWS 10.1, 10.1-(a) and 19.2.3 (2013-14) NCAA Division I Manual]**

While working at an NCAA member institution, the academic coordinator originally declined to cooperate with the enforcement staff. The academic coordinator eventually submitted to an interview and participated in the hearing. In both instances, the academic coordinator admitted that she did not originally participate.

**1. NCAA legislation regarding cooperation.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. The academic coordinator's noncooperation when was employed at a member institution and originally declined to participate in the enforcement staff's investigation.**

For approximately seven months, the academic coordinator failed to cooperate. In doing so, she failed to uphold her membership obligation to cooperate with the enforcement staff under NCAA Bylaw 10.1.

NCAA Bylaw 10.1 requires all individuals employed at a member institution to furnish information relevant to an investigation of potential violations when requested to do so by the enforcement staff. Failure to do so is deemed unethical conduct. Similarly, NCAA Bylaw 19.2.3 places an affirmative obligation on all representatives of member institutions to fully cooperate and assist in the NCAA's enforcement program.

During its investigation, the enforcement staff identified the academic coordinator as an individual who potentially had knowledge of student-athlete support provided to the men's basketball student-athletes. At this time, she no longer worked at the institution. Rather she worked at a different member institution and sought advice from institutional



representatives unfamiliar with NCAA process. Based on that advice and her personal discomfort, she repeatedly declined the enforcement staff's requests to submit to an interview. Later, however, she had a change of heart. Within a month of the hearing and based on different advice from institutional personnel, she indicated her willingness to participate. From that point on, she fully cooperated. She submitted to an interview and, as it related to her failure to cooperate allegation, participated in the hearing. Full cooperation is essential to the infractions process. It is only by full and complete cooperation that the infractions process works. Because the academic coordinator did not cooperate with the enforcement staff's repeated requests she failed to fulfill her membership obligation and violated NCAA bylaws. Further, her conduct is contrary to the principles of ethical conduct. The academic coordinator did eventually cooperate. Although untimely, her eventual cooperation reduces what would otherwise have been considered a Level I violation. The panel noted that NCAA Bylaw 19.1.1 – Severe Breach of conduct lists failure to cooperate as an example for a Level I violation. Level I violations seriously undermine and threaten the integrity of the NCAA Collegiate Model. The cooperative principle is the foundation of the infractions process.

The panel concluded that the facts as found constituted a Level II violation of NCAA bylaws because the academic coordinator eventually cooperated.

**K. HEAD COACH RESPONSIBILITY. [NCAA CONSTITUTION 2.8.1 (2001-02 through 2011-12) and NCAA BYLAW 11.1.2.1 (2005-06 through 2011-12) NCAA Division I Manuals]**

For approximately 10 years, the head basketball coach failed in his responsibilities to promote an atmosphere of compliance within his program and monitor the activities of those who reported directly and indirectly to him. Neither the institution nor the head basketball coach agreed with the enforcement staff that the head coach failed to promote an atmosphere for compliance and monitor his staff.

**1. NCAA legislation regarding head coach responsibility.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. The head basketball coach failed to promote an atmosphere of compliance and monitor the activities of his staff when his director of operations freely committed academic fraud and was involved in student-athletes receiving academic extra benefits and violations**

**involving his student-athletes and staff stemmed from their relationships with the representative.**

From the 2001-02 through 2011-12 academic years the head basketball coach failed in his head basketball coach responsibilities to promote an atmosphere of compliance within his program and monitor the activities of the staff that reported directly and indirectly to him with respect to student-athlete academics and his staff and student-athlete's interactions with a representative of the institution's athletics interest. His actions were inconsistent with NCAA Constitution 2.8.1 and NCAA Bylaw 11.1.2.1.

NCAA Constitution 2.8.1 requires member institutions to monitor its programs to assure compliance and identify and report instances of noncompliance. Previously, the committee has expressly stated that NCAA Constitution 2.8.1 also applies to individual head coaches and places an affirmative responsibility on head coaches to monitor their respective programs.<sup>36</sup> Specifically, the committee previously indicated that head coaches have a special obligation to monitor the compliance among their team, coaches, staff and student-athletes. See *University of Kentucky*, Case No. M174 (2002) (concluding that the head football coach "mistakenly relied on the [staff members] integrity to perform those duties properly and in accordance with NCAA rules and regulations"). More recently in 2010, the committee affirmed the expectation and responsibility of head coaches to monitor their programs. See *University of Michigan*, Case No. M324 (2010) (indicating, "monitoring rules compliance in his/her athletics programs is first and foremost the responsibility of the program's head coach"). That expectation remains today.

On April 28, 2005, the NCAA membership adopted and placed specific responsibilities on head coaches outside of NCAA Bylaw 2.8.1. Specifically, from adoption through the time period of the conduct in this case, NCAA Bylaw 11.1.2.1 placed a responsibility on head coaches to promote an atmosphere of compliance within the coach's program and monitor the activities of all staff and administrators who reported directly and indirectly to the coach.

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<sup>36</sup> See also *University of Baylor*, Case No. M99 (September 19, 1995); *University of Louisville*, Case No. M119 (November 20, 1996); *California State University, Fullerton*, Case No. M131 (April 29, 1999); *Bucknell University*, Case No. M136 (July 15, 1999); *University of Missouri, Columbia*, Case No. M210 (November 11, 2004) and *Long Beach State University*, Case No. M267 (March 6, 2008).

In recent years, the committee has required coaches to affirmatively promote an atmosphere of compliance, monitor the activities within their programs and held coaches accountable for the activities of their staffs. See *University of Indiana, Bloomington*, Case No. M285 (2008) (concluding that NCAA Bylaw 11.1.2.1 places a specific and independent monitoring obligation on head coaches); *University of Connecticut*, Case No. M328 (2011) (concluding that NCAA Bylaw 11.1.2.1 requires coaches to recognize potential problems, address them and report them to athletics administration); and *University of Miami*, Case No. M362 (2013) (concluding that NCAA Bylaw 11.1.2.1 holds head coaches responsible for conduct of staff and requires coaches to seek information related to potential violations). The panel recognizes that each case is unique; however, the overarching principles and expectations remain for all head coaches.

Within that responsibility rested the presumption that head coaches are responsible for the conduct of all assistant coaches and administrators.<sup>37</sup> That presumption is rebuttable. Here, the head basketball coach failed to rebut the presumption. The head basketball coach identified general rules compliance initiatives such as conversations with the director of basketball operations, assigning staff members as compliance liaisons – one of whom was the director of basketball operations – and NCAA rules meetings with the institution's compliance staff as proactive measures, which promoted an atmosphere of compliance. In practice, however, the head basketball coach operated under assumptions and he neglected to inquire and monitor his staff and student-athletes. The head basketball coach's generalized statements fail to rebut the presumption. Therefore, the head basketball coach is accountable for the violations that involved his student-athletes and staff, occurred in student-athlete academics and resulted from their interactions and engagements with the representative.

a. Student-athlete academics

The head basketball coach failed to promote an atmosphere of compliance because the head basketball coach's student-athletes and staff felt comfortable committing academic extra benefit and academic fraud violations. He shoulders the responsibility of those staff members and their involvement in this severe violations. In particular, the head basketball coach is responsible for the actions

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<sup>37</sup>The panel noted that since the adoption of NCAA Bylaw 11.1.2.1, head coaches have been presumed knowledgeable and responsible for actions of individuals associated with head coaches' program and whom the head coaches directly or indirectly supervises.

of the director of basketball operations, whom he specifically hired to handle academics.

The head basketball coach acknowledged that his basketball program was struggling academically and he hired the director of basketball operations to report to him and solve the problem. At least initially, it worked. The head basketball coach's program rebounded academically. Much of that change resulted from the efforts and involvement of the director of basketball operations. Like many of the programs and initiatives at the institution, the head basketball coach initiated a well-intentioned solution, but he never verified that the solution operated within the bounds of NCAA legislation. Similar to the head coach in the *University of Kentucky*, the head basketball coach relied on the integrity of the director of basketball operations and assumed that his conduct abided by NCAA legislation and failed to monitor the director of basketball operations' conduct, even though they met on a regular basis.

When asked about his specific monitoring efforts of the director of basketball operations, the head basketball coach could not identify specific steps that he took to monitor the director of basketball operations. Rather, the head basketball coach indicated that the director of basketball operations knew the rules. The head basketball coach indicated that his staff members, including the director of basketball operations, received rules education, their offices were in close proximity and they talked daily – with the director of basketball operations bringing any academic issues to the head basketball coach's attention.

The head basketball coach knew some of his student-athletes required additional academic assistance or encountered academic difficulties, but trusted the director of basketball operations to handle those issues. Specifically, the head basketball coach knew that student-athlete 7 did not meet academic requirements and became ineligible. The head basketball coach also knew that the AMA staff denied student-athlete 7's waiver and subsequent appeal. Finally, the head basketball coach knew of the January 25, 2012, meeting, the plan for student-athlete 7 to seek a grade change and that within two days student-athlete 7 secured a grade change. Throughout this entire time, the head basketball coach never once inquired or raised any concerns regarding the course of

action or speed in which the student-athlete 7 restored his eligibility.

While the head basketball coach was not required to conduct a formal investigation, NCAA Bylaw 11.1.2.1 required the head coach to seek additional information regarding the circumstances surrounding student-athlete 7's grade change. He failed in his monitoring responsibilities. He did not monitor the course of action or the manner in which it occurred. He entrusted the director of basketball operations, the very person who orchestrated and committed the academic fraud, to keep him updated about the progress. Similar to the head coach in *University of Miami*, the head basketball coach is responsible for the conduct of his staff. The head basketball coach is responsible for the director of basketball operations' conduct.

The head basketball coach also failed to monitor the director of basketball operations involvement in academics in prior semesters. As early as the 2010-11 academic year, the director of basketball operations became aware that the support services mentor engaged in impermissible academic activities on behalf of men's basketball student-athletes. There is no information that suggests that the director of basketball operations or the student-athletes expressed concerns or reported the impermissible benefits. Conversely, based on the culture of compliance within the men's basketball program, these impermissible benefits were accepted, if not encouraged.

When the head basketball coach failed to monitor the director of basketball operations and his involvement in the process of restoring student-athlete 7's eligibility and involvement in student-athletes' academic affairs generally he failed to carry out his responsibilities as a head basketball coach and violated NCAA Constitution 2.8.1 and NCAA Bylaw 11.1.2.1. In total, four men's basketball student-athletes received varying degrees of impermissible academic assistance. The director of basketball operations and the support services mentor were directly involved in the impermissible assistance. The student-athletes and staff members knew or should have known that these activities were contrary to NCAA legislation. The head basketball coach is responsible for the violations that occurred in his program. Therefore, the head basketball coach failed in his head coaching responsibility to promote an atmosphere of compliance because

student-athletes and staff that either directly or indirectly reported to him committed academic violations of NCAA legislation. When he failed to promote an atmosphere of compliance, the head basketball coach violated NCAA Constitution 2.8.1 and NCAA Bylaw 11.1.2.1.

b. The representative

The head basketball coach also failed in his responsibilities as a head basketball coach with respect to his student-athletes' and staffs' interaction with the representative. The institution and the head basketball coach went to great lengths to distinguish the representative from other "flashy" boosters. Regardless of the distinction, the institution acknowledged in its response to the NOA that the he met the definition of a representative. Also regardless of that distinction, the head basketball coach was aware of, and with respect to student-athlete 1 encouraged, the relationships that the representative formed within the head basketball coach's program. The representative received unique access to the head basketball coach's program, developed relationships with the head basketball coach's staff and student-athletes and became the focal point of a series of self-reported violations involving the head basketball coach's staff and student-athletes. The representative regularly received complimentary admissions from both student-athletes and staff – admissions the head basketball coach routinely checked. The head basketball coach knew of the representative, his access and the relationships he developed within his program. The head basketball coach also knew that the representative paid men's basketballs student-athletes but assumed that the payments were appropriate and the compliance office was aware. The head basketball coach never raised his concerns with compliance. Previously, when concluding that a head coach violated NCAA Bylaw 11.1.2.1, the committee noted the head coach's awareness of relationships and his failure to address any concerns with compliance or his staff. See *St. Mary's College of California*, Case No. M349, (2013). Again, the head coach assumed that the representative relationships were appropriate under NCAA legislation and outside of inquiring whether the representative was an AAU coach, failed to discuss the representative with his staff and student-athletes. Irrespective of the representative's appearance, the head coach had a duty to ensure that his staffs' and student-athletes' interactions with him complied with NCAA legislation.

The head basketball coach failed to promote an atmosphere of compliance for his student-athletes' and staff's interactions with the representative. Because the head basketball coach's student-athletes and staff felt comfortable interacting with the representative and those interactions resulted in a series of NCAA violations the head basketball coach failed to promote an atmosphere of compliance within his program. Further, when the head basketball coach became aware that his student-athletes and staff engaged in friendships with the representative, the head basketball coach had a duty to inquire about and monitor those relationships. He did not. The head basketball coach failed in his responsibilities and violated NCAA Constitution 2.8.1 and NCAA Bylaw 11.1.2.1.

The panel concluded that the facts as found constituted Level I violations of NCAA bylaws because many of the underlying violations were Level I and involved the head basketball coach's staff members and student-athletes.

**L. LACK OF INSTITUTIONAL CONTROL. [NCAA CONSTITUTION 2.1.1, 2.8.1 and 6.01.1 (2001-02 through 2011-12) NCAA Division I Manuals]**

Over the course of 10 academic years, the institution failed to exercise control and monitor the conduct and administration of its athletics programs. The institution did not agree with the enforcement staff that it lacked control and monitoring over its athletics programs.

**1. NCAA legislation regarding institutional control.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. From the 2001-02 through 2011-12 academic years the institution lacked control and failed to monitor its athletics programs by allowing violations to occur relating to student-athlete academics, the institution's written drug policy and how its staff and student-athletes engaged with community programs and a representative.**

For approximately 10 years, the institution failed to exercise proper control over the administration of its athletics program and employed deficient monitoring systems, which allowed violations to occur on and off campus that involved: (1) student-athlete academics; (2) the institution's compliance with its own drug policy and (3) staff and student-

athlete relationships and engagement with the community and a representative. The institution's cumulative failures over an extended period of time violated the NCAA Constitution.

Generally, NCAA Constitution 2.1.1, 2.8.1 and 6.01.1 require that each member institution comply with all rules and regulations of the Association, monitor its programs to ensure compliance and mandates that the institution's administration or faculty, or a combination of the two, exercise control and responsibility over the conduct of the institution's intercollegiate athletics programs. The institution failed in this regard.

Recently, the committee emphasized the need for institutions to implement proper policies, procedures and internal monitoring systems. See *University of Miami*, Case No. M362 (2013). In *University of Miami*, the committee also stressed the need for those systems to effectively deter and detect violations. Although *University of Miami* involved its own unique set of facts relating to a representative and other institutional violations, the overreaching principles and measures of institutional control apply to all member institutions. The panel re-emphasizes the need for effective systems that monitor, promptly detect and deter potential violations. Further, when institutional staff members discover potential violations, the institution must promote a culture where institutional staff members feel comfortable reporting those discoveries. Additionally, the institution must adequately educate staff and student-athletes on permissible and impermissible activities.

Previously, the committee also recognized that maintaining institutional controls in high-profile programs that involve high-profile student-athletes present unique challenges to compliance staffs. See *University of Southern California*, Case No. 323 (2010). The committee further cautioned that institutions must closely monitor and follow through on information when exercising appropriate controls. Although *University of Southern California* involved different facts and violations resulting from representatives' involvement with student-athletes, the heightened controls and monitoring expectations for high-profile programs and student-athletes applies to all member institutions. In this case, the institution's men's basketball program performs on the highest level and attracts premiere student-athletes.

In this case, the institution lacked these systems. Student-athletes and institutional staff committed violations freely or did not know that their conduct violated NCAA legislation. Many of those violations went undiscovered for years. Institutional staff members failed to inquire and ensure that relationships and activities met NCAA requirements and, in at



least one instance, an institutional staff member failed to report potential academic violations mindful of potential retaliation. The institution permitted athletics success to supersede NCAA standards of conduct and in doing so allowed its athletics programs to operate contrary to the integrity expected by the Division I membership.

a. Student-athlete academics

The institution failed to exercise control and monitor the manner in which student-athlete 7 secured a grade change and, to a lesser extent, the manner in which the institution carried out student-athlete support services for men's basketball student-athletes. Institutional control is defined in common sense terms. The facts and circumstances surrounding student-athlete 7's grade change lacked common sense. The panel understood that proper motivation existed to initiate the January 25, 2012, meeting between institutional leadership from academics and athletics. The meeting was the first of its kind and aimed at exploring appropriate options for student-athlete 7. At its heart, however, the meeting focused on restoring his eligibility so that the star player could return to competition. The institutional leaders present at the meeting knew that student-athletes 7's waiver and subsequent appeal had been denied and should have known that any activities that restored his eligibility would likely be closely scrutinized. Further, presumably everyone, but at least the athletics leadership, knew that the enforcement staff was in the middle of an investigation of the institution and men's basketball program.

Despite this knowledge and the high-profile nature of the men's basketball program and student-athlete 7, neither the institution's academics nor athletics leadership proactively monitored or reviewed the status of student-athlete 7's grade change. They entrusted the director of basketball operations to inform student-athlete 7 of his options without any follow up. Worse yet, no one questioned the manner in which student-athlete 7 was able to secure the grade change to restore his eligibility in only two days for a course he completed nearly one year earlier. Instead, once informed that the professor reviewed student-athlete 7's submission and knowing that the men's basketball team had a competition the next day, athletics staff tried to ensure that the professor finished the grade change process prior to the close of business. Athletics staff members continued to fail to review the circumstances surrounding the grade change, despite the fact that the College of

Arts and Sciences questioned the grade change's timing and impact on eligibility.

In this case, appropriate controls and monitoring surrounding the student-athlete were absent. The institution failed to heed and employ the monitoring efforts emphasized by the committee in *University of Southern California*. The process began with a well-intentioned meeting to discuss permissible options. However, that process lacked control and monitoring in its execution. Those responsible for ensuring that the process was executed in accordance with NCAA bylaws failed to monitor the student-athlete 7's progress, particularly at a time when the institution knew or should have known student-athlete 7's eligibility would be closely scrutinized.

The institution also permitted three football student-athletes and the part-time tutor to engage in academic fraud. The academic fraud stemmed from the institution's ongoing relationship with the YMCA, the representative and the part-time tutor. The institution failed to provide the part-time tutor with any rules education after his first year in 1989, which was even then, limited. Further, after student-athletes 2 and 3 could not fulfill their course requirements in a timely fashion, the institution did not inquire or monitor the YMCA's sponsorship of the community service requirements. The institution's failure to monitor the YMCA's involvement permitted the part-time tutor and student-athlete 6 to also commit academic fraud.

Additionally, the institution failed to monitor student-athlete support services with men's basketball student-athletes and permitted a culture to exist whereby student-athletes received impermissible assistance and violations went undetected and unreported. The director of basketball operations influenced the culture of academic support for men's basketball student-athletes. Specifically, at the direction of the director of basketball operations, student-athlete support services staff operated outside of its policies and procedures in the support it provided to men's basketball student-athletes. Student-athlete support services staff operated contrary to institutional policies and procedures. Staff members accessed student-athletes network and email accounts to track student-athletes' academic progress, but also to send emails and coursework on behalf of student-athletes. Student-athlete support services staff also operated contrary to NCAA Bylaw 16

when the support services mentor and tutor also provided impermissible academic assistance to men's basketball student-athletes when they created or revised coursework.

Finally, the culture did not promote reporting potential NCAA violations without fear of retaliation. The director of student-athlete support services noticed that the support services mentor and tutor may have been supplying men's basketball student-athletes with impermissible academic assistance. The director of student-athlete support services raised the concern to colleagues but failed to report the potential violation to appropriate athletics staff members. He feared he would not be taken seriously and believed that men's basketball received "special treatment." He also believed that the director of basketball operations was involved in pushing out a former veteran academic support employee. Despite these concerns, the director of student-athlete support services assigned the support services mentor to work with student-athlete 9. Years later, the institution discovered that the support services mentor provided both student-athlete 8 and student-athlete 9 with impermissible extra benefits and later engaged in academic fraud on with the director of basketball operations for student-athlete 7.

b. Drug testing

From 2001 to 2009, the institution failed to follow its written drug testing policy. The manner in which it engaged in its drug testing policies and procedures lacked necessary control. Like many of the other severe violations involved in this case, the institution's actions regarding its dismissal of the written drug testing policies and procedures were aimed at preserving student-athletes' ability to compete for the men's basketball program.

When the institution developed its written drug testing policies and procedures, it intended to provide its student-athletes with rehabilitative support. Each positive drug test included repercussions and declared the student-athlete ineligible for intercollegiate athletics until the student-athlete, head basketball coach or other institutional employee met certain requirements. In practice, the institution did not follow its written requirements. Again, basketball culture predominated the written drug testing policies and procedures. The institution's leadership did not

require the head basketball coach and other institutional personnel to follow the requirements of the written drug testing policy.

c. The representative and community activities

The institution fostered a culture that promoted its student-athletes' participation in community relations, but it failed to control and monitor student-athletes' activities and the relationships that stemmed from those interactions. The institution self-reported violations stemming from community activities or relationships that the enforcement staff included in six of its 14 allegations. These violations consisted of student-athletes' relationship with a representative, student-athletes' involvement in promotional or community activities and benefits that stemmed from those relationships and engagements. Many of these interactions would have been appropriate under NCAA legislation, assuming that the proper safeguards and monitoring systems are in place. Unfortunately, the needed safeguards and systems were not established.

With respect to the representative, the institution did not monitor his relationships and interactions with its student-athletes. The representative wore many "hats" that included a former affiliation with a local AAU team, an individual responsible for teaching or directing an activity in which a prospect is involved, YMCA employee, mentor and representative. Each of these roles activated NCAA legislation and required specific monitoring and, in some cases, education. When the institution failed to monitor these interactions and relationships and failed to provide student-athletes, coaches and athletics staff with adequate education, violations occurred. Specifically, the institution permitted the representative to provide student-athletes with over eight thousand dollars in payments, provide athletics staff with benefits and payments that they did not report as outside income and provided or arranged for impermissible transportation for student-athletes. While the numerical value of payments and motivation behind the relationships may differ, the representative's access to high-profile student-athletes in a renowned men's basketball program and the relationships that stemmed from that access parallel the access and improper relationships in *University of Miami*. Like *University of Miami*, the representative operated in plain view of institutional personnel and the head coach. Further, institutional personnel facilitated, supported and encouraged the relationships student-

athletes and athletics staff developed with the representative without appropriately monitoring and without providing adequate education.

Finally, the panel noted that, at least on the front end, student-athletes, athletics staff and the representative received rules education about permissible and impermissible activities. The panel concluded, however, that the rules education was inadequate because student-athletes, staff and the representative either did not know the rules or felt comfortable engaging in activities that violated NCAA legislation.

With respect to student-athletes' involvement in the community, the institution failed to control and monitor its student-athletes' participation in community events. The institution lacked the proper compliance systems to verify and monitor that student-athletes' involvement with promotional and community activities met NCAA legislation. In many cases, student-athletes never filled out forms relating to their participation in such activities. In other cases, student-athletes partially filled out forms but the director of athletics failed to certify the student-athletes' participation with his signature. A proper, well-developed system for documenting and oversight could have prevented these violations.

Finally, the institution knew that its student-athletes both volunteered and participated in community related events because the institution encouraged that type of involvement. Until 2009, however, the institution did not conduct site visits at the locations where student-athletes volunteered, interned or participated.

The institution reported that it "has been, and remains, fully committed to a vigorous, best-in-class compliance function." From the 2001-02 through 2011-12 academic years the institution's control over its athletics program failed to resemble a "vigorous, best-in-class compliance function." During that time, the institution permitted institutional staff, student-athletes and persons associated with its athletics programs to engage in conduct contrary to established NCAA institutional policies and procedures. On a number of occasions, the institution set in motion initiatives and/or relationships for its programs and student-athletes that appeared to be well intentioned. The institution failed to establish proper controls and failed to monitor those activities,

many of which resulted in concluded violations of NCAA legislation. When the institution lacked the appropriate controls for and failed to monitor its athletics programs, student-athletes and staffs, it failed to meet the expectations requirements of Division I membership and NCAA Constitutional provisions 2.1.1, 2.8.1 and 6.01.1.

The panel concluded that the facts as found constituted Level I violations of NCAA bylaws because the manner in which the institution administered its athletics program seriously undermined and threatened the NCAA Collegiate Model.

## **V. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the panel concluded that this case involved Level I, Level II and Level III violations of NCAA legislation. Level I violations are severe breaches of conduct that seriously undermine or threaten the integrity of the NCAA Collegiate Model. Level II violations are significant breaches of conduct that may compromise the integrity of the Collegiate Model, while Level III violations are less serious breaches of conduct that are isolated or limited and provide no more than a minimal benefit or advantage.

Because the violations in this case straddled the implementation of the new penalty structure, the panel conducted a penalty analysis under both former NCAA Bylaw 19.5.2 and current NCAA Bylaw 19.9 to determine which penalty structure was less stringent. In considering penalties under the former penalty structure, the panel reviewed past cases as guidance. In considering the penalties under the new penalty structure, the panel also reviewed the aggravating and mitigating factors and utilized the new penalty guidelines (Figure 19-1) to appropriately classify the case and violations. The panel weighed aggravating and mitigating factors in weight as well as number. This case involved violations that occurred over a 10-year period. The violations also included deliberate violations and a willful, blatant disregard for the NCAA constitution and bylaws. Persons of authority condoned and participated in the wrongful conduct. Additionally, many of the violations in this case caused ineligibility of the institution's student-athletes. After considering all information relevant to the case, the panel determined that (i) the number and nature of the aggravating factors outweigh the mitigating factors with regard to the institution and (ii) that there are only aggravating and not mitigating factors with regard to the conduct of the head men's basketball coach. Therefore, the panel classified this case as Level I – Aggravated. Because of the required more stringent core penalties for a Level I – Aggravated case under Figure 19-1, the panel prescribes appropriate penalties under former NCAA Bylaw 19.5.2.

All of the penalties prescribed in this case are independent and supplemental to any action that has been or may be taken by the Committee on Academics through its

assessment of postseason ineligibility, historical penalties or other penalties. The institution's corrective actions are contained in Appendix Three. The panel prescribes the following:

**General Administrative Penalties Prescribed on the Institution**

1. Public reprimand and censure.
2. Five years of probation from March 6, 2015, through March 5, 2020.<sup>38</sup>

**Institutional Penalties Prescribed by the Panel**

3. Pursuant to former NCAA Bylaws 19.5.2-(h) and 31.2.2.3, the institution will vacate all wins from the academic years 2004-05, 2005-06, 2006-07, 2010-11 and 2011-12 in men's basketball and 2004-05, 2005-06 and 2006-07 in football in which student-athletes 1 through 10 competed while ineligible. This order of vacation includes all regular season competition, conference tournaments and NCAA postseason competition. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes will be retained. Further, the institution's records regarding its athletics program, as well as the records of all head coaches, will reflect the vacated records and will be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire any of the affected head coaches shall similarly reflect the vacated wins in their career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins to attain specific honors or victory "milestones" such as 100<sup>th</sup>, 200<sup>th</sup> or 500<sup>th</sup> career victories. Any public reference to the vacated contests shall be removed from athletics department stationary, banners displayed in public areas and any other forum in which they may appear.<sup>39</sup> Any trophies awarded by the NCAA in these sports shall be returned to the Association.

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<sup>38</sup> The panel prescribed a five-year probationary period as a result of the 10-year period in which the institution permitted violations to occur and lacked control over the administration of the administration of its athletics programs. The panel prescribed the five-year probationary period to ensure that the Division I Committee on Infractions can monitor the institution's compliance with the panel's prescribed penalties and its establishment of proper controls. Institutions may propose probationary periods but the authority to prescribe NCAA probation rests solely with the committee. Periods of probation always commence with the release of the infractions decision.

<sup>39</sup> At the hearing and in its supplemental response, the institution identified 24 men's basketball victories (15 for the 2004-05 academic year and nine for the 2011-12 academic year) and 11 football victories (six in 2004-05, one in 2005-06 and four in 2006-07) to be vacated. At the conclusion of the hearing, the panel requested that the parties identify all victories in which alleged ineligible student-athletes participated. The parties provided a list of identified contests in a November 20, 2014, memorandum. Based on the violations in this case, the panel determined additional vacations were warranted and prescribed vacations accordingly.

Finally, to ensure that all institutional and student-athlete vacations, statistics and records are accurately reflected in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA Media Coordination and Statistics office and appropriate conference officials to identify the specific student-athletes and contests impacted by the penalties. In addition, the institution must provide the NCAA Media Coordination and Statistics office with a written report, detailing those discussions. This document will be maintained in the permanent files of the NCAA Media Coordination and Statistics office. This written report must be delivered to the office no later than 45 days following the release of this decision. The sports information director (or designee) must also inform the Office of the Committees on Infractions of its submission to the NCAA Media Coordination and Statistics office.<sup>40</sup>

4. As a result of violations of NCAA legislation student-athletes 1 through 10 became ineligible for competition. Consistent with the fine prescribed for ineligible student-athlete participation in *University of Oklahoma*, Case No. M351 (2011), the institution shall pay a fine to the NCAA of \$500 per contest played by student-athletes 1 through 10 when they were ineligible to participate.
5. Due to ineligible student-athlete participation and consistent with the Division I Infractions Appeals Committee's January 24, 2000, decision in Purdue University's appeal, the institution shall return to the NCAA all of the monies it has received to date through the former Big East Conference revenue sharing for its appearances in the 2011 and 2012 NCAA Men's Basketball Tournament and that are scheduled to be provided to the institution shall be withheld by the conference and forfeited to the NCAA. A complete accounting of this financial penalty shall be included in the institution's annual compliance reports and, after the conclusion of the probationary period, in correspondence from the conference to the Office of the Committees on Infractions.

#### **Penalties Prescribed on the Men's Basketball Program**

6. **Reduction in Athletics Awards.** The total number of athletically related financial aid awards in men's basketball shall be reduced by three awards during each of the 2015-16, 2016-17, 2017-18 and 2018-19 academic years. If the institution has already executed athletically related financial aid agreements to prospective student-athletes for the 2015-16 academic year that would prevent the

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<sup>40</sup> The panel noted that the legislative changes to NCAA Bylaw 19 did not affect NCAA Bylaw 31.2.2.3. Both former and current Division I Manuals included *NCAA Bylaw 31.2.2.3 Participation While Ineligible*.



institution from meeting this penalty, the institution has the option to begin the penalty with the 2016-17 academic year. If because of already executed financial aid agreements, the institution chooses to begin this penalty with the 2016-17 academic year, the institution must provide documentation of the date that the agreement was signed by the prospective student-athletes that prevented the institution from beginning the penalty with the 2015-16 academic year.<sup>41</sup>

7. Reduction in the number of permissible off-campus recruiters from four to two beginning June 1, 2015, to May 31, 2017.<sup>42</sup>

**Penalties Prescribed on the Head Men's Basketball Coach's Conduct**

8. **Restricted Coaching Activities.** The head men's basketball coach failed in his duty to promote an atmosphere of compliance and to monitor the activities of the staff who reported directly and indirectly to him. Specifically, after the head men's basketball coach determined that he needed to improve the academic performance of his program, the head men's basketball coach hired the director of basketball operations and appointed him the academic point man for the men's basketball program. The head men's basketball coach entrusted the director of basketball operations to improve the men's basketball student-athletes' academic performance without monitoring the manner in which he conducted his activities. Ultimately, those activities directly involved academic fraud and indirectly involved impermissible academic assistance. Further, the head men's basketball coach was aware but neglected to monitor the growing relationships between his staff and student-athletes with the representative. Ultimately, those relationships resulted in violations of NCAA legislation. Therefore, pursuant to former NCAA Bylaw 19.5.2-(c), **the head men's basketball coach shall be suspended from all coaching duties for the first nine conference games for the 2015-16 season.** The institution that currently employs the head men's basketball coach or any other employing member institution during the 2015-16 academic year shall adhere to this penalty and the reporting requirements.

The provisions of this suspension require that the head men's basketball coach not be present in the arena where the games are played and shall not have any contact or communication with members of the men's basketball coaching staff and men's basketball student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time which begins at 12:01 a.m. the day of the first conference game and ends at 11:59 p.m. on the day of the game that constitutes the halfway point of the conference season. During that period, the head men's basketball coach may not participate in any activities including, but not limited to, team travel, practice, video study and team meetings. The results

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<sup>41</sup> The institution proposed the reduction of one total grant-in-aid for men's basketball for one academic year.

<sup>42</sup> The institution self-imposed a reduction in permissible off-campus recruiters by one for a six-month period.

of those contests from which the head men's basketball coach is suspended shall not count in the head men's basketball coach's career coaching record.

#### **Penalties for the Part-Time Tutor's Conduct**

9. The part-time tutor engaged in academic fraud on behalf of three football student-athletes. He certified that the student-athletes completed activities that they did not complete. The student-athletes' professor relied on these certifications when assigning the student-athletes' final grades. The part-time tutor's conduct and subsequent penalty, however, is mitigated because he was not the direct supervisor for any of the three student-athletes. He certified the student-athletes' activities and hours after the YMCA terminated the representative. Further, at the time of the internships, the part-time tutor acted as a YMCA employee, not a part-time tutor. As a part-time tutor, however, he is still required to operate under NCAA legislation. Due to the circumstances surrounding the part-time tutor, the corrective actions taken by the institution and because an administrative infractions record of the part-time tutor's violations will be maintained in the Office of the Committees on Infractions, the panel did not prescribe a show-cause order. The administrative record of the part-time tutor's violations will be available to member institutions who inquire into the part-time tutor's infractions history. *See COI IOP 6-4-1 and 6-4-2.*

#### **Penalties for the Student-Athlete Support Services Academic Coordinator's Conduct**

10. The academic coordinator originally declined to participate in the enforcement staff's investigation after she was identified as an individual who potentially possessed information material to potential NCAA violations. The panel noted that it is only by the cooperative principle the infractions process is able to succeed and its importance cannot be understated. Generally, a staff member at a member institution who fails to cooperate commits a Level I violation and is subject to Level I penalties. However, the academic coordinator eventually cooperated. The academic coordinator submitted to an interview and participated in the hearing. Although untimely, her conduct is mitigated by her eventual cooperation. Due to her eventual cooperation, and because an administrative infractions record of the academic coordinator's violations will be maintained in the Office of the Committees on Infractions, the panel did not prescribe a show-cause order. The administrative record of the academic coordinator's violations will be available to member institutions who inquire into the academic coordinator's infractions history. *See COI IOP 6-4-1 and 6-4-2.*

#### **Penalties for the Director of Basketball Operations', the Support Services Mentor/Basketball Facilities Receptionist's and the Support Services Tutor's Conduct**

11. The director of basketball operations engaged in academic fraud on behalf of student-athlete 7 and was involved in the impermissible extra benefits provided to student-athletes 8 and 9. Due to the circumstances surrounding the director of basketball operations, the corrective actions taken by the institution and because an administrative infractions record of the director of basketball operations' violations will be maintained in the Office of the Committees on Infractions, the panel did not prescribe a show-cause order. The administrative record of the director of basketball operation's violations will be available to member institutions who inquire into the director of basketball operations' infractions history. *See COI IOP 6-4-1 and 6-4-2.*
12. The support services mentor/basketball facility receptionist engaged in academic fraud on behalf of student-athlete 7 and provided impermissible extra benefits to student-athletes 8 and 9. Due to the circumstances surrounding the support services mentor/basketball facilities receptionist, the corrective actions taken by the institution and because an administrative infractions record of the support services mentor/basketball facilities receptionist's violations will be maintained in the Office of the Committees on Infractions, the panel did not prescribe a show-cause order. The administrative record of the support services mentor/basketball facilities receptionist's violations will be available to member institutions who inquire into the support services mentor/basketball facilities receptionist's infractions history. *See COI IOP 6-4-1 and 6-4-2*
13. The support services tutor provided impermissible extra benefits to student-athlete 10. Due to the circumstances surrounding the support services tutor, the corrective actions taken by the institution and because an administrative infractions record of the support services tutor's violations will be maintained in the Office of the Committees on Infractions, the panel did not prescribe a show-cause order. The administrative record of the support services tutor's violations will be available to member institutions who inquire into the support services tutor's infractions history. *See COI IOP 6-4-1 and 6-4-2*

#### **Penalties Self-Imposed by the Institution**

14. After the infractions hearing, the institution self-imposed a one-year postseason ban for the institution's men's basketball program. The panel accepted the institution's self-imposed penalty but noted that self-imposition of penalties after the conclusion of infractions hearings will not influence outcomes. Therefore, the institution's men's basketball program shall end its 2014-15 academic year basketball season with the playing of its last regularly scheduled in-season contest and shall not be eligible to participate in any postseason competition, including any foreign tours and conference and/or NCAA tournaments or championships.

### **Other Administrative Penalties and Measures**

15. During this period of probation, the institution shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institution staff members with responsibility for the certification of student-athletes' eligibility for admission, financial aid, practice or competition;
  - b. Submit a preliminary report to the NCAA Office of the Committees on Infractions by May 1, 2015, including setting forth a schedule for establishing this compliance and educational program related to the violations in this case;
  - c. File with the NCAA Office of the Committees on Infractions annual compliance reports indicating the progress made with this program by November 1 of each year during the probationary period. Particular emphasis should be placed on policies and procedures relating to student-athlete academic support and student-athletes' interactions with community organizations. Additional emphasis should be placed on the institution's monitoring efforts. The reports must also include documentation of the institution's compliance with the penalties adopted and prescribed by the committee.
  - d. Inform prospective student-athletes in the men's basketball and football programs that the institution is on probation for five years. The institution shall explain the violations committed. If a prospective student-athlete takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospective student-athlete signs a National Letter of Intent;
  - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement that includes the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage. The information shall also be included in institutional media guides and in an alumni publication. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the major infractions cases; and (iii) give members of the general public a clear indication of what

happened in the major infractions cases to allow the public (particularly prospective student-athletes and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient. The institution may meet its responsibility in a variety of ways.

16. At the conclusion of the probationary period, the institution's chancellor shall provide a letter to the committee affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
17. In accordance with NCAA Bylaw 19.5.2.7, the NCAA president shall forward a copy of the public infractions report to the appropriate regional accrediting agency.

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The committee 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. Any action by the institution contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending the institution's probationary period, prescribing more severe penalties or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Michael Adams  
Britton Banowsky (Chief Hearing Officer)  
Thomas Hill  
Roscoe C. Howard, Jr.  
Joel Maturi  
Greg Sankey

## **APPENDIX ONE**

### **Case History**

On March 21, 2007, this case originated after the institution received information that some of the institution's student-athletes and coaches received payments from local YMCA employees. After becoming aware of potential NCAA rules violations, the institution's former chancellor engaged counsel to investigate the matter and charged counsel with "learning the full truth" with respect to whether NCAA violations occurred. On October 27, 2010, the institution submitted its first self-report of actual and potential NCAA violations.<sup>43</sup> On December 2, 2010, the NCAA enforcement staff issued a written notice of inquiry to the institution.

On September 29, 2011, the enforcement staff issued the original notice of allegations (NOA) to the institution and part-time football tutor. The original NOA contained 11 allegations. On December 19 and 20, 2011, respectively, the part-time football tutor requested and then received a 30-day extension to respond to the NOA. The parties, however, never responded to the original NOA because on January 9, 2012, the enforcement staff notified the Committee on Infractions that it needed to conduct further investigation and that would delay an anticipated hearing.<sup>44</sup> For almost one year, the investigation continued. On December 20, 2013, the institution submitted its second self-report detailing additional actual or potential violations. On January 24, 2014, the institution submitted its third self-report. This self-report was substantially similar to the institution's first self-report, with the latter being a revised self-report. One of the revisions included a redacted version of the institution's self-reported noncompliance with its written drug testing policy.

On March 13, 2013, the enforcement staff sent a letter notifying all parties that it would process the case under the newly adopted NCAA Bylaw 19. Six months later, on September 16, 2013, the enforcement staff sent a letter to the committee requesting that the case be bifurcated. The following day, the institution responded requesting further information regarding the bifurcation issue. On September 30, 2013, and at the behest of the committee chair, the parties conducted a conference call on bifurcation and state of the case.<sup>45</sup> On the call, the parties indicated that newer allegations had emerged that required a determination by the institution's internal academic processes. The following day, the chair sent a letter to all parties denying the bifurcation request. The chair recognized the need for resolution of on-campus processes. However, given the investigation's length and the institution's representations, the chair set a

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<sup>43</sup> The institution later withdrew this self-report.

<sup>44</sup> At that time, the Committee on Infractions heard cases as a 10-member body.

<sup>45</sup> The committee chair changed on August 1, 2014. Because of his procedural involvement in the case up to that point, the former chair continued to monitor and usher the case towards resolution in both his role as former chair and later as chief hearing officer. For purposes of this decision, he is referred to as the "chair" or "chief hearing officer" because those are the positions he held when he acted on behalf of the committee and the panel.

timeline to have those processes resolved by early winter 2014. The chair also urged the enforcement staff to issue an amended notice of allegations as soon as practicable.

On behalf of the chair, the Office of the Committees on Infractions (OCOI) scheduled a second conference call with all parties regarding the status of the case. The conference call occurred on March 13, 2014. On the call, the enforcement staff indicated that the institution submitted a third self-report in January 2014 and that self-report involved new information that required further investigation as well as additional procedural concerns. The parties agreed to set a new timeline for an amended NOA to be issued in mid-April 2014. The chair agreed to the timeline and again urged the parties to move the case toward hearing.

On April 16, 2014, independent from this case the NCAA Legislative Council issued an official interpretation on academic misconduct.<sup>46</sup> In practice, the interpretation provided that institutions have the authority to determine whether academic misconduct occurred. The interpretation indicated, however, that NCAA extra benefit legislation continues to apply regardless of whether an academic misconduct violation occurred.

On May 6, 2014, the enforcement staff issued an amended NOA to the institution and the part-time football tutor. The enforcement staff also issued the amended NOA to the student-athlete services mentor and later basketball facility receptionist, the student-athlete support services academic coordinator, the student-athlete support services tutor, the director of basketball operations and the head men's basketball coach. On May 16, 2014, the student-athlete support services tutor submitted a response to the amended NOA, denying involvement in NCAA violations.

On June 26, 2014, the institution requested a one-month extension for parties to submit a response to the amended NOA. On July 1, 2014, the chair granted all parties a two-week extension and set the new deadline for responses for August 18, 2014. The chair also indicated that a panel of the committee intended to hear the case during the November 6-8, 2014, hearing dates.

On July 24 and 28, 2014, the director of basketball operations and the student-athlete support services mentor and later basketball facility receptionist independently notified the OCOI that they would neither be participating in the infractions hearing nor submitting responses to the amended NOA. On August 18, 2014, the institution, head basketball coach and part-time football tutor submitted their responses to the amended NOA. On August 22, 2014, the OCOI notified all parties of the preliminary committee members that would make up the hearing panel. The panel consisted of six committee members. The chair was included as the seventh panelist

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<sup>46</sup> The NOA alleged allegations of "academic fraud." In the 2014-15 Division I Manual and the April 16, 2014, AMA interpretation, the terminology for violations changed to "academic misconduct." For consistency purposes, the panel refers to violations as they appeared in the Division I Manual at the time the conduct occurred. The panel also notes that the institution's policy refers to "academic integrity" violations. In this case, the panel refers to "academic integrity" when discussing the institution's on-campus review and determinations.

and appointed the chief hearing officer because he had handled procedural issues and monitored the case since the original NOA.<sup>47</sup>

Between July 31 and August 26, 2014, the institution, part-time football tutor and head basketball coach expressed conflicts with the proposed November hearing dates. Additionally, the part-time football tutor requested permission to interview an institutional professor. On August 28, 2014, the chief hearing officer submitted a letter to all parties addressing a number of procedural issues. In light of the multiple requests, the chief hearing officer set new hearing dates for October 30 and 31, 2014. The letter also informed the parties that due to a scheduling conflict the panel would be modified to include the first alternate. Finally, the letter strongly encouraged the parties to facilitate the part-time football tutor's interview request.

On September 8, 2014, all parties received appearance letters. On September 25, 2014, the student-athlete support services coordinator, who had previously declined to participate in the investigation of the case, sent a letter to the chief hearing officer requesting the ability to participate in the hearing via videoconference. On September 29, 2014, the chief hearing officer granted the request.

The following day, September 30, 2014, the enforcement staff submitted its written reply and statement of the case. That same day the part-time football tutor and institution submitted letters to the chief hearing officer. The part-time football tutor submitted a timely supplemental response. The institution submitted a letter requesting that the allegation relating to the institution's failure to follow institutional drug testing policies and procedures be limited or modified based on the perceived application of a federal law. On October 6, 2014, the chief hearing officer denied the institution's request to modify or otherwise limit one of the allegations. The chief hearing officer noted that the institution "discovered and self-reported" the factual information related to the allegation. The chief hearing officer further informed the institution that the panel only hears issues relating to potential violations of NCAA legislation. The letter confirmed that the panel was informed that all student-athlete specific information had been removed when alleging the institution's failure to comply with its written drug testing policy. Finally, the chief hearing officer advised that any discussion at the hearing would be limited to a general discussion on compliance with the written policy.

On October 7, 2014, the enforcement staff notified the OCOI that the student-athlete support services academic coordinator indicated her willingness to submit to an interview prior to the upcoming infractions hearing. Pursuant to COI Internal Operating Procedure 3-12-1, the enforcement staff indicated that it would provide appropriate notice to the parties.

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<sup>47</sup> For the remainder of this section, the chair will be referred to as the chief hearing officer because that is the role he performed for the remainder of the case.



On October 8, 2014, the OCOI provided all parties with a preliminary record. The OCOI also notified the parties that a panel member identified a conflict that would prevent him from sitting on the panel. Pursuant to NCAA Bylaw 19.3.3, a panel of six would consider the case.

On October 22, 2014, the enforcement staff requested the chief hearing officer add the transcript of the enforcement staff's interview with the student-athlete support services academic coordinator to the record. The next day and prior to making his decision, the chief hearing officer sent a letter to all parties requesting their respective positions on the addition and setting a timeline for any supplemental responses, should the transcript be added. Later that day, the institution indicated that it did not object to the transcript's admission. No other parties objected to the transcript's admission. On October 25, 2014, the chief hearing officer admitted the transcript to the record. None of the parties submitted supplemental responses.

On October 30 and 31, 2014, a six-member panel heard the case. During the hearing, the chief hearing officer identified a number of submissions that would take place after the conclusion of the hearing. Those submissions included a supplemental brief from the part-time football tutor, additional requested information relating to complimentary admissions and ineligible student-athlete participation and an interpretive request from the panel to the AMA staff.

On November 6, 2014, and pursuant to NCAA Bylaw 19.7.8.2, the panel submitted its interpretative request to the AMA staff and notified all parties. The interpretation posed three questions. First, whether NCAA Bylaw 16.11.2.1 extra benefits may still occur if the institution determines, pursuant to its own policies and procedures, that the conduct does not violate its academic integrity policy. The panel also provided five examples of conduct. Second, whether the April 16, 2014, official interpretation on Academic Misconduct requires deference to an institution's determination on whether academic extra benefits occurred. Third, whether the interpretation applies prospectively or retroactively.

On November 6, 2014, the part-time tutor submitted his supplemental brief. On November 10, 2014, both the enforcement staff and the institution informed the OCOI that they would not be submitting a reply to the part-time tutor's supplemental brief.

On November 12, 2014, the AMA staff responded to the panel's three questions. Specifically, the AMA staff indicated that impermissible benefits involve "a separate and independent analysis and is not contingent on whether an institution found that the conduct in question resulted in a violation of its academic policies." The response also indicated that all five scenarios presented could establish NCAA Bylaw 16.11.2.1 extra benefit violations. The correspondence also indicated that deference required for academic misconduct does not apply to whether extra benefits have been provided. Finally, the correspondence indicated that the AMA staff has provided member institutions with the flexibility to apply the interpretation prospectively or retroactively. The institution appealed the AMA staff's interpretation to the Legislative Review and Interpretations Committee (LRIC).

On November 20, 2014, the enforcement staff submitted the panel's requested information on victories that involved potential ineligible participation. Similarly, on November 24, 2014, the institution submitted a document to answer the panel's request for information on the complimentary admissions provided by the institution to the representative of the institution's athletics interest.

On December 4, 2014, the LRIC affirmed the AMA staff's determination. Specifically, that NCAA Bylaw 16.11.2.1 extra benefit violations may still occur regardless of a member institution's determination on academic misconduct. Additionally, the LRIC affirmed that deference to a member institution's determination on academic misconduct does not apply to a determination on whether extra benefits have been provided. The institution appealed the LRIC's decision to the Division I Legislative Council. On January 8, 2015, the Division I Legislative Council supported the LRIC's position that extra benefits may still occur if the institution determines, pursuant to its own policies and procedures, that the conduct at issue does not violation the institution's academic integrity policy.

On January 30, 2015, the institution submitted the requested information, as well as additional information related to its decision to self-impose penalties after the infractions hearing. The chief hearing officer added the information to final record. On March 5 2015, the OCOI provided the parties the final record.

**APPENDIX TWO**  
**Bylaw Citations**

**Division I 2001-02 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's chief executive officer is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.2 Knowledge of Use of Banned Drugs.** A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance on the list of banned drugs, as set forth in Bylaw 31.2.3.1, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.6.2.2.

**14.01.3 Compliance with Other NCAA and Conference Legislation.** To be eligible to represent an institution in intercollegiate athletics competition, a student-athlete shall be in compliance with all applicable provisions of the constitution and bylaws of the Association and all rules and regulations of the institution and the conference(s), if any, of which the institution is a member. Specific attention is called to legislation affecting eligibility in the following areas.

**31.2.3.1 Banned Drugs.** The following is the list of banned-drugs classes:

- (e) **Street drugs:** heroin, THC (tetrahydrocannabinol)<sup>3</sup> Marijuana<sup>3</sup> <sup>3</sup>for marijuana and THC—if the concentration in the urine of THC metabolite exceeds 15 nanograms/ml.

### **Division I 2002-03 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's chief executive officer is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.2 Knowledge of Use of Banned Drugs.** A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance on the list of banned drugs, as set forth in Bylaw 31.2.3.1, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.6.2.2.

**13.9.1 Entertainment Restrictions.** Entertainment of a high-school, college-preparatory school or two-year college coach or any other individual responsible for teaching or directing an activity in which a prospect is involved shall be confined to a member institution's campus and shall be limited to providing a maximum of two complimentary admissions (issued only through a pass list) to home intercollegiate athletics events, which must be issued on an individual-game basis. Such entertainment shall not include food and refreshments, room expenses, or the cost of transportation to and from the campus. It is not permissible to provide complimentary admissions to any postseason competition (e.g., NCAA championship, conference tournament, bowl game). An institutional coaching staff member is expressly prohibited from spending funds to entertain the prospect's coach on or off the member institution's campus.

**14.01.3 Compliance with Other NCAA and Conference Legislation.** To be eligible to represent an institution in intercollegiate athletics competition, a student-athlete shall be in compliance with all applicable provisions of the constitution and bylaws of the Association and all rules and regulations of the institution and the conference(s), if any, of which the institution is a member. Specific attention is called to legislation affecting eligibility in the following areas.

### **16.12.2 Nonpermissible**

**16.12.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her relatives or friends with a benefit not expressly authorized by NCAA legislation.

**16.12.2.3 Other Prohibited Benefits.** An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to:

- (d) Transportation (e.g., a ride home with a coach), except as permitted in 16.10.1-(e), even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense.

**31.2.3.1 Banned Drugs.** The following is the list of banned-drugs classes with examples of substances under each class:

- (e) **Street drugs:** heroin, THC (tetrahydrocannabinol)<sup>3</sup> Marijuana<sup>3</sup> <sup>3</sup>for marijuana and THC—if the concentration in the urine of THC metabolite exceeds 15 nanograms/ml.

### **Division I 2003-04 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's chief executive officer is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.2 Knowledge of Use of Banned Drugs.** A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance on the list of banned drugs, as set forth in Bylaw

31.2.3.1, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.5.2.2.

**11.2.2 Athletically Related Income.** Contractual agreements, including letters of appointment, between a full-time or part-time athletics department staff member (excluding secretarial or clerical personnel) and an institution shall include the stipulation that the staff member is required to provide a written detailed account annually to the chief executive officer for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

**11.3.2.2 Supplemental Pay.** An outside source is prohibited from paying or regularly supplementing an athletics department staff member's annual salary and from arranging to supplement that salary for an unspecified achievement. This includes the donation of cash from outside sources to the institution earmarked for the staff member's salary or supplemental income. It would be permissible for an outside source to donate funds to the institution to be used as determined by the institution, and it would be permissible for the institution, at its sole discretion, to use such funds to pay or supplement a staff member's salary.

**12.5.1.1 Institutional, Charitable, Educational or Nonprofit Promotions.** A member institution or recognized entity thereof (e.g., fraternity, sorority or student government organization), a member conference or a non institutional charitable, educational or nonprofit agency may use a student-athlete's name, picture or appearance to support its charitable or educational activities or to support activities considered incidental to the student-athlete's participation in intercollegiate athletics, provided the following conditions are met:

- (a) The student-athlete receives written approval to participate from the director of athletics (or his or her designee who may not be a coaching staff member), subject to the limitations on participants in such activities as set forth in Bylaw 17. (*Revised: 1/11/89, 4/26/01*)

**13.9.1 Entertainment Restrictions.** Entertainment of a high-school, college-preparatory school or two-year college coach or any other individual responsible for teaching or directing an activity in which a prospect is involved shall be confined to a member institution's campus and shall be limited to providing a maximum of two complimentary admissions (issued only through a pass list) to home intercollegiate athletics events, which must be issued on an individual-game basis. Such entertainment shall not include food and refreshments, room expenses, or the cost of transportation to and from the campus. It is not permissible to provide complimentary admissions to any postseason competition (e.g., NCAA championship, conference tournament, bowl game). An institutional coaching staff member is expressly prohibited from spending funds to entertain the prospect's coach on or off the member institution's campus. (*Revised: 4/3/02*)

**14.01.3 Compliance with Other NCAA and Conference Legislation.** To be eligible to represent an institution in intercollegiate athletics competition, a student-athlete shall be in compliance with all applicable provisions of the constitution and bylaws of the Association and all rules and regulations of the institution and the conference(s), if any, of which the institution is a member. Specific attention is called to legislation affecting eligibility in the following areas.

**16.12.1.5 Occasional Meals.** A student-athlete or the entire team in a sport may receive an occasional meal in the locale of the institution on infrequent and special occasions from an institutional staff member. An institutional staff member may provide reasonable local transportation to student-athletes to attend such meals. A student-athlete may receive an occasional family home meal from a representative of athletics interests on infrequent and special occasions under the following conditions:

- (a) The meal must be provided in an individual's home (as opposed to a restaurant) and may be catered.

#### **16.12.2 Nonpermissible**

**16.12.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her relatives or friends with a benefit not expressly authorized by NCAA legislation.

**16.12.2.3 Other Prohibited Benefits.** An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to:

- (d) Transportation (e.g., a ride home with a coach), except as permitted in 16.10.1-(e), even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense.

**31.2.3.1 Banned Drugs.** The following is the list of banned-drugs classes with examples of substances under each class:

- (e) **Street drugs:** heroin, THC (tetrahydrocannabinol)<sup>3</sup> Marijuana<sup>3</sup> <sup>3</sup>for marijuana and THC—if the concentration in the urine of THC metabolite exceeds 15 nanograms/ml. (Revised: 9/6/94)

### **Division I 2004-05 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's chief executive officer is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.2 Knowledge of Use of Banned Drugs.** A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance on the list of banned drugs, as set forth in Bylaw 31.2.3.1, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.5.2.2.

**11.2.2 Athletically Related Income.** Contractual agreements, including letters of appointment, between a full-time or part-time athletics department staff member (excluding secretarial or clerical personnel) and an institution shall include the stipulation that the staff member is required to provide a written detailed account annually to the chief executive officer for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

**11.3.2.2 Supplemental Pay.** An outside source is prohibited from paying or regularly supplementing an athletics department staff member's annual salary and from arranging to supplement that salary for an unspecified achievement. This includes the donation of cash from outside sources to the institution earmarked for the staff member's salary or supplemental income. It would be permissible for an outside source to donate funds to the institution to be used as determined by the institution, and it would be permissible for the institution, at its sole discretion, to use such funds to pay or supplement a staff member's salary.

**12.5.1.1 Institutional, Charitable, Educational or Nonprofit Promotions.** A member institution or recognized entity thereof (e.g., fraternity, sorority or student government organization), a member conference or a noninstitutional charitable, educational or nonprofit agency may use a student-athlete's name, picture or appearance to support its charitable or educational activities or to support activities considered incidental to the student-athlete's participation in intercollegiate athletics, provided the following conditions are met:



- (a) The student-athlete receives written approval to participate from the director of athletics (or his or her designee who may not be a coaching staff member), subject to the limitations on participants in such activities as set forth in Bylaw 17.
- (i) The student-athlete and an authorized representative of the charitable, educational or nonprofit agency sign a release statement ensuring that the student-athlete's name, image or appearance is used in a manner consistent with the requirements of this section.

**13.9.1 Entertainment Restrictions.** Entertainment of a high-school, preparatory school or two-year college coach or any other individual responsible for teaching or directing an activity in which a prospect is involved shall be confined to a member institution's campus and shall be limited to providing a maximum of two complimentary admissions (issued only through a pass list) to home intercollegiate athletics events, which must be issued on an individual-game basis. Such entertainment shall not include food and refreshments, room expenses, or the cost of transportation to and from the campus. It is not permissible to provide complimentary admissions to any postseason competition (e.g., NCAA championship, conference tournament, bowl game). An institutional coaching staff member is expressly prohibited from spending funds to entertain the prospect's coach on or off the member institution's campus.

**14.01.3 Compliance with Other NCAA and Conference Legislation.** To be eligible to represent an institution in intercollegiate athletics competition, a student-athlete shall be in compliance with all applicable provisions of the constitution and bylaws of the Association and all rules and regulations of the institution and the conference(s), if any, of which the institution is a member. Specific attention is called to legislation affecting eligibility in the following areas.

**14.7.2 Outside Competition, Basketball.** A student-athlete who participates in any organized basketball competition except while representing the institution in intercollegiate competition in accordance with the permissible playing season specified in Bylaw 17.5 becomes ineligible for any further intercollegiate competition in the sport of basketball (see Bylaws 14.7.3 and 14.7.4 for exceptions and waivers).

**16.12.1.5 Occasional Meals.** A student-athlete or the entire team in a sport may receive an occasional meal in the locale of the institution on infrequent and special occasions from an institutional staff member. An institutional staff member may provide reasonable local transportation to student-athletes to attend such meals. A student-athlete may receive an occasional family home meal from a representative of athletics interests on infrequent and special occasions under the following conditions:

- (a) The meal must be provided in an individual's home (as opposed to a restaurant) and may be catered.

#### **16.12.2 Nonpermissible**

**16.12.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the

institution's athletics interests to provide the student-athlete or his or her relatives or friends with a benefit not expressly authorized by NCAA legislation.

**16.12.2.3 Other Prohibited Benefits.** An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to:

- (d) Transportation (e.g., a ride home with a coach), except as permitted in 16.10.1-(e), even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense.

**31.2.3.1 Banned Drugs.** The following is the list of banned-drugs classes with examples of substances under each class:

- (e) **Street drugs:** heroin, THC (tetrahydrocannabinol)<sup>3</sup> Marijuana<sup>3</sup> for marijuana and THC—if the concentration in the urine of THC metabolite exceeds 15 nanograms/ml.

## **Division I 2005-06 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's chief executive officer is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member (e.g., coach, professor, tutor, teaching assistant, student manager, student trainer) may include, but is not limited to, the following:

- (b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete.

**10.2 Knowledge of Use of Banned Drugs.** A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance on the list of banned drugs, as set forth in Bylaw 31.2.3.4, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.5.2.2.

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**11.2.2 Athletically Related Income.** Contractual agreements, including letters of appointment, between a full-time or part-time athletics department staff member (excluding secretarial or clerical personnel) and an institution shall include the stipulation that the staff member is required to provide a written detailed account annually to the chief executive officer for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

**11.3.2.2 Supplemental Pay.** An outside source is prohibited from paying or regularly supplementing an athletics department staff member's annual salary and from arranging to supplement that salary for an unspecified achievement. This includes the donation of cash from outside sources to the institution earmarked for the staff member's salary or supplemental income. It would be permissible for an outside source to donate funds to the institution to be used as determined by the institution, and it would be permissible for the institution, at its sole discretion, to use such funds to pay or supplement a staff member's salary.

**12.5.1.1 Institutional, Charitable, Educational or Nonprofit Promotions.** A member institution or recognized entity thereof (e.g., fraternity, sorority or student government organization), a member conference or a non institutional charitable, educational or nonprofit agency may use a student-athlete's name, picture or appearance to support its charitable or educational activities or to support activities considered incidental to the student-athlete's participation in intercollegiate athletics, provided the following conditions are met:

- (a) The student-athlete receives written approval to participate from the director of athletics (or his or her designee who may not be a coaching staff member), subject to the limitations on participants in such activities as set forth in Bylaw 17.
- (e) All moneys derived from the activity or project go directly to the member institution, member conference or the charitable, educational or nonprofit agency.
- (i) The student-athlete and an authorized representative of the charitable, educational or nonprofit agency sign a release statement ensuring that the student-athlete's name, image or appearance is used in a manner consistent with the requirements of this section.

**12.5.2.1 Advertisements and Promotions Subsequent to Enrollment.** Subsequent to becoming a student-athlete, an individual shall not be eligible for participation in intercollegiate athletics if the individual:

- (a) Accepts any remuneration for or permits the use of his or her name or picture to advertise, recommend or promote directly the sale or use of a commercial product or service of any kind.

**13.8.1 Entertainment Restrictions.** Entertainment of a high-school, preparatory school or two-year college coach or any other individual responsible for teaching or directing an activity in which a prospect is involved shall be limited to providing a maximum of two complimentary admissions (issued only through a pass list) to home intercollegiate athletics events at any facility within a 30-mile radius of the institution's main campus, which must be issued on an individual-game basis. Such entertainment shall not include food and refreshments, room expenses, or the cost of transportation to and from the campus or the athletics event. It is not permissible to provide complimentary admissions to any postseason competition (e.g., NCAA championship, conference tournament, bowl game). An institutional coaching staff member is expressly prohibited from spending funds to entertain the prospect's coach on or off the member institution's campus. For violations in which the value of the benefit is \$100 or less, the eligibility of the prospective student-athlete shall not be affected conditioned on the prospective student-athlete (or the high-school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospect is involved) repaying the value of the benefit to a charity of his or her choice. However, the prospective student-athlete shall remain ineligible from the time the institution has knowledge of receipt of the impermissible benefit until the prospective student-athlete (or the high-school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospect is involved) repays the benefit. Violations of this bylaw remain institutional violations per Constitution 2.8.1, and documentation of the prospective student-athlete's (or the high-school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospect is involved) repayment shall be forwarded to the enforcement staff.

**14.01.3 Compliance with Other NCAA and Conference Legislation.** To be eligible to represent an institution in intercollegiate athletics competition, a student-athlete shall be in compliance with all applicable provisions of the constitution and bylaws of the Association and all rules and regulations of the institution and the conference(s), if any, of which the institution is a member. Specific attention is called to legislation affecting eligibility in the following areas.

**16.11.1.5 Occasional Meals.** A student-athlete or the entire team in a sport may receive an occasional meal in the locale of the institution on infrequent and special occasions from an institutional staff member. An institutional staff member may provide reasonable local transportation to student-athletes to attend such meals. A student-athlete may receive an occasional family home meal from a representative of athletics interests on infrequent and special occasions under the following conditions:

- (a) The meal must be provided in an individual's home (as opposed to a restaurant) and may be catered.

### **16.11.2 Nonpermissible**

**16.11.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her relatives or friends with a benefit not expressly authorized by NCAA legislation.

**16.11.2.3 Other Prohibited Benefits.** An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to:

- (d) Transportation (e.g., a ride home with a coach), except as permitted in 16.10.1-(e), even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense.

**31.2.3.4 Banned Drugs.** The following is the list of banned drug classes. The list is subject to change and the institution and student-athlete shall be held accountable for all banned-drug classes on the current list. The current list is located on the NCAA Web site (i.e., [www.ncaa.org](http://www.ncaa.org)) or may be obtained from the NCAA national office.

- (e) **Street drugs:** heroin, THC (tetrahydrocannabinol)<sup>3</sup> Marijuana<sup>3</sup> for marijuana and THC—if the concentration in the urine of THC metabolite exceeds 15 nanograms/ml.

### **Division I 2006-07 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's president or chancellor is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is

a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member (e.g., coach, professor, tutor, teaching assistant, student manager, student trainer) may include, but is not limited to, the following:

(b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete.

**10.2 Knowledge of Use of Banned Drugs.** A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance on the list of banned drugs, as set forth in Bylaw 31.2.3.4, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.5.2.2.

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**12.5.1.1 Institutional, Charitable, Education or Nonprofit Promotions.** A member institution or recognized entity thereof (e.g., fraternity, sorority or student government organization), a member conference or a noninstitutional charitable, educational or nonprofit agency may use a student-athlete's name, picture or appearance to support its charitable or educational activities or to support activities considered incidental to the student-athlete's participation in intercollegiate athletics, provided the following conditions are met:

(i) The student-athlete and an authorized representative of the charitable, educational or nonprofit agency sign a release statement ensuring that the student-athlete's name, image or appearance is used in a manner consistent with the requirements of this section.

**13.8.1 Entertainment Restrictions.** Entertainment of a high school, preparatory school or two-year college coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved shall be limited to providing a maximum of two complimentary admissions (issued only through a pass list) to home intercollegiate athletics events at any facility within a 30-mile radius of the institution's main campus, which must be issued on an individual-game basis. Such entertainment shall not include food and refreshments, room expenses, or the cost of transportation to and from the campus or the athletics event. It is not permissible to provide complimentary admissions to any postseason competition (e.g., NCAA championship, conference tournament, bowl game). An institutional coaching staff member is expressly prohibited from spending funds to entertain the prospective student-athlete's coach on or off the member institution's campus. For violations in which the value of the benefit is \$100 or less, the eligibility of the prospective student-athlete shall not be affected conditioned on the prospective student-athlete (or the high school, college-preparatory school or two-year

coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repaying the value of the benefit to a charity of his or her choice. However, the prospective student-athlete shall remain ineligible from the time the institution has knowledge of receipt of the impermissible benefit until the prospective student-athlete (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repays the benefit. Violations of this bylaw remain institutional violations per Constitution 2.8.1, and documentation of the prospective student-athlete's (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repayment shall be forwarded to the enforcement staff.

**14.01.3 Compliance with Other NCAA and Conference Legislation.** To be eligible to represent an institution in intercollegiate athletics competition, a student-athlete shall be in compliance with all applicable provisions of the constitution and bylaws of the Association and all rules and regulations of the institution and the conference(s), if any, of which the institution is a member. Specific attention is called to legislation affecting eligibility in the following areas.

**31.2.3.4 Banned Drugs.** The following is the list of banned-drug classes. The Committee on Competitive Safeguards and Medical Aspects of Sports (or a designated subcommittee) has the authority to identify specific banned drugs and exceptions within each class. The institution and student-athlete shall be held accountable for all banned-drug classes. The current list of specific banned drugs and exceptions is located on the NCAA Web site (i.e., [www.ncaa.org](http://www.ncaa.org)) or may be obtained from the national office.

(d) **Street drugs**

### **Division I 2007-08 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's president or chancellor is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.2 Knowledge of Use of Banned Drugs.** A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance on the list of banned drugs, as set forth in Bylaw 31.2.3.4, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.5.2.2.

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**14.01.3 Compliance with Other NCAA and Conference Legislation.** To be eligible to represent an institution in intercollegiate athletics competition, a student-athlete shall be in compliance with all applicable provisions of the constitution and bylaws of the Association and all rules and regulations of the institution and the conference(s), if any, of which the institution is a member. A violation of this bylaw that relates only to a violation of a conference rule shall be considered an institutional violation per Constitution 2.8.1; however, such a violation shall not affect the student-athlete's eligibility. Specific attention is called to legislation affecting eligibility in the following areas.

**31.2.3.4 Banned Drugs.** The following is the list of banned-drug classes. The Committee on Competitive Safeguards and Medical Aspects of Sports (or a designated subcommittee) has the authority to identify specific banned drugs and exceptions within each class. The institution and student-athlete shall be held accountable for all drugs within the banned-drug classes regardless of whether they have been specifically identified. The current list of specific banned drugs and exceptions is located on the NCAA Web site ([www.ncaa.org](http://www.ncaa.org)) or may be obtained from the NCAA national office.

(e) **Street drugs**

### **Division I 2008-09 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's president or chancellor is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall



monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.2 Knowledge of Use of Banned Drugs.** A member institution's athletics department staff members or others employed by the intercollegiate athletics program who have knowledge of a student-athlete's use at any time of a substance on the list of banned drugs, as set forth in Bylaw 31.2.3.4, shall follow institutional procedures dealing with drug abuse or shall be subject to disciplinary or corrective action as set forth in Bylaw 19.5.2.2.

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**14.01.3 Compliance with Other NCAA and Conference Legislation.** To be eligible to represent an institution in intercollegiate athletics competition, a student-athlete shall be in compliance with all applicable provisions of the constitution and bylaws of the Association and all rules and regulations of the institution and the conference(s), if any, of which the institution is a member. A violation of this bylaw that relates only to a violation of a conference rule shall be considered an institutional violation per Constitution 2.8.1; however, such a violation shall not affect the student-athlete's eligibility. Specific attention is called to legislation affecting eligibility in the following areas.

**31.2.3.4 Banned Drugs.** The following is the list of banned-drug classes. The Committee on Competitive Safeguards and Medical Aspects of Sports (or a designated subcommittee) has the authority to identify specific banned drugs and exceptions within each class. The institution and student-athlete shall be held accountable for all drugs within the banned-drug classes regardless of whether they have been specifically identified. The current list of specific banned drugs and exceptions is located on the NCAA Web site ([ncaa.org](http://ncaa.org)) or may be obtained from the NCAA national office.

(e) **Street drugs**

### **Division I 2009-10 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's president or chancellor is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

### **Division I 2010-11 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's president or chancellor is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**16.11.2 Nonpermissible.**

**16.11.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her relatives or friends with a benefit not expressly authorized by NCAA legislation.

**Division I 2011-12 Manual**

**2.1.1 Responsibility for Control.** It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's president or chancellor is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures. *(Revised: 3/8/06)*

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**6.01.1 Institutional Control.** The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which it is a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

**10.01.1 Honesty and sportsmanship.** Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a

whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

(b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete.

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**16.11.2 Nonpermissible.**

**16.11.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her relatives or friends with a benefit not expressly authorized by NCAA legislation.

**Division I 2013-14 Manual**

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

(a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution.

**19.2.3 Responsibility to Cooperate.** All representatives of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its enforcement program. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. All representatives of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof.

**APPENDIX THREE**  
**Corrective Actions**

**(As set forth in the institution's January 30, 2015, Supplemental Response)**

1. The institution permitted the director of basketball operations to resign from his position.
2. The institution terminated the former student-athlete support services mentor/basketball facility receptionist on January 10, 2013.
3. The institution transferred the director of student-athlete support services out of the athletics department.
4. The institution disassociated the representative, the part-time tutor, student-athlete 1 and the Rome YMCA.
5. The institution rescinded student-athlete 3's degree and required student-athlete 2 and student-athlete 6 to complete additional coursework in order to retain their degrees.
6. The institution required student-athlete 10 to repay the value of the extra benefit he received.
7. In 2013, the institution determined that the student-athlete academic support service will report *only* to the provost, rather than jointly reporting to the provost and the athletics department.
8. Since fall 2012, the institution has significantly enhanced its student-athlete academic support services. It has expanded support staff from five to 12 full-time employees; increased tutoring appointments from 261 appointments per week in fall 2012 to 790 appointments per week in fall 2014; instituted a more intensive and proactive system for supporting student-athlete academic performance and class attendance; increased cumulative grade point-average for all student-athletes to 3.06 for spring 2014 (men's basketball improved from 2.29 in 2011 to 2.78 in spring 2014); and improved the Academic Progress Rate (APR) for men's basketball to a perfect 1.000.
9. The office of athletics compliance now reports directly to university general counsel. Previously, the director of athletics compliance reported to the vice president of business, finance, and administrative services. This change was made in September 2014.
10. Additionally, in September 2014, the director of athletics and the university general counsel formed and now jointly chair an athletics compliance oversight committee. The committee includes the faculty athletic representative, deputy or senior associate athletic director, the assistant provost who oversees student-athlete academic support, a

representative from enrollment management, and staff from the Office of Athletics Compliance. The committee will meet regularly to review the status of athletic compliance initiatives and to monitor compliance matters and on an additional ad hoc basis, when matters arise that require immediate attention. The committee's co-chairs report to the chancellor and to the chair of the athletics committee of the board of trustees.

11. The institution has determined that it is appropriate to hire an attorney in the Office of University Counsel who will have direct responsibility over the Office of Athletics Compliance and will supervise the director of athletics compliance.
12. The institution completely revised its Drug Education and Deterrence Program in 2009. The revisions remove complicated features of the prior policy, improve counseling and rehabilitation provisions, and increase penalties for non-compliance. An outside firm collects and tests the samples. The institution is not aware of any violations of the new policy since 2009.
13. The institution has implemented enhanced training in areas where violations have occurred, including routine, mandatory compliance meetings with coaches and student-athletes; rules education through required forms distributed to student-athletes; and weekly meetings between the Office of Compliance and senior management in the department of athletics.
14. The institution also has revised locker room and weight room policies to further restrict access of community members to student-athletes.