



UNIVERSITY OF SAN FRANCISCO
PUBLIC INFRACTIONS DECISION
APRIL 6, 2018

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and public. The COI is charged with deciding infractions cases involving member institutions and their staffs.¹ This case involves impermissible recruiting inducements and contacts in the men's golf program at University of San Francisco (USF).² A panel of the COI considered this case through the cooperative summary disposition process in which all parties agreed to the primary facts and violations, as fully set forth in the summary disposition report (SDR). The panel proposed further penalties to the institution. Because the institution agreed to the violations and penalties, there is no opportunity to appeal.

This case involves two successive head men's golf coaches engaging in recruiting violations during the period from October 2012 through early November 2016. In large part because they misunderstood applicable legislation, the coaches arranged free or discounted rounds of golf, driving range privileges, free lodging and free transportation for eight prospective student-athletes and one prospect's father. The two head coaches also had impermissible off-campus contacts with three of the prospects. For four years, the two head coaches violated NCAA recruiting legislation, resulting in six of the prospects competing while ineligible once they enrolled. Over the same period, one of the head coaches sent impermissible email messages to prospects and provided an impermissible meal to two national team employees whose team included prospects. The violations demonstrated a failure to promote an atmosphere of rules compliance by the coaches in their programs. Finally, the violations demonstrated that the institution did not adequately monitor its men's golf program. The improper inducements and contacts, as well as the coaches' responsibility violations and the failure to monitor, are Level II violations. The impermissible meals and email messages are Level III violations.

The panel accepts the parties' factual agreements and concludes violations occurred. Because the violations predominantly occurred after October 30, 2012, the current penalty structure applies. After considering applicable aggravating and mitigating factors, the panel classifies

¹ Infractions cases are decided by hearing panels comprised of COI members. Decisions issued by hearing panels are made on behalf of the COI.

² A member of the West Coast Conference, USF has an enrollment of approximately 11,000 and sponsors seven men's sports and eight women's sports. This is USF's fifth major, Level I or Level II infractions case. It had previous cases in 2010 (men's basketball and women's soccer), 1983 (men's basketball), 1980 (men's basketball and men's soccer) and 1979 (men's basketball).

this case as Level II-Mitigated. Utilizing the current penalty guidelines and NCAA bylaws authorizing additional penalties, the panel adopts and prescribes the following penalties: one year of probation, a \$5,000 fine, vacation of records and recruiting restrictions.

II. CASE HISTORY

In November and December 2016, the institution became aware of potential violations of NCAA legislation involving its men's golf program. From November 2016 until February 2017, USF investigated, eventually determining that violations occurred. In February and March 2017, USF filed two separate self-reports with the NCAA enforcement Level III staff. On March 30, 2017, after reviewing the self-reports, the Level III staff transferred the case to the enforcement investigations and processing staff, who began a collaborative investigation of the reported violations with the institution.

On December 11, 2017, USF, the head men's golf coach from 2009-10 through 2014-15 (head coach 1) and the head men's golf coach from 2015-16 through November 2016 (head coach 2) submitted the SDR to the COI.³ A panel of the COI reviewed the SDR on February 2, 2018, and proposed penalties to the institution additional to those self-imposed. On February 27, 2018, USF accepted the proposed additional penalties.

III. PARTIES' AGREEMENTS

A. PARTIES' AGREED-UPON FACTUAL BASIS, VIOLATIONS OF NCAA LEGISLATION AND VIOLATION LEVELS

The parties jointly submitted an SDR that identifies an agreed-upon factual basis, violations of NCAA legislation, aggravating factors, mitigating factors and violation levels.⁴ The SDR identified:

- 1. [NCAA Division I Manual Bylaws 13.2.1 and 13.11.2.3 (2012-13 through 2016-17); 13.1.2.1 and 13.11.1 (2015-16 and 2016-17); and 13.1.1.1, 13.1.2.7-(a), 13.5.1, 13.5.3 and 13.7.1 (2016-17)] (Level II)**

The institution, head coach 1, head coach 2 and enforcement staff agree that from October 2012 through early November 2016, head coach 1, head coach 2, then

³ Pursuant to COI Internal Operating Procedure (IOP) 4-9-2-1, panels in future cases may view this decision as less instructive than a decision reached after a contested hearing because violations established through the summary disposition process constitute the parties' agreements.

⁴ This decision provides the agreed-upon factual basis, violations and violation levels as exactly stated in the SDR, except for shortening references to the parties.

men's golf student-athletes and/or a representative of the institution's athletics interests (booster) arranged for and/or provided approximately \$2,020 in impermissible recruiting inducements to eight then men's golf prospective student-athletes and one prospect's father. The inducements included free or discounted rounds of golf and driving range privileges, free off-campus lodging and/or impermissible transportation, which resulted in six of the prospects competing while ineligible after they became enrolled student-athletes.⁵ Head coach 2, the booster and men's golf student-athletes also had impermissible in-person, off-campus recruiting contacts with three of the then men's golf prospective student-athletes and two of the prospects' fathers. Specifically:

- a. In October 2012,⁶ head coach 1 arranged for and/or provided a then prospective student-athlete and later enrolled men's golf student-athlete a free round of golf valued at \$50 during the prospect's visit to the institution. [NCAA Bylaws 13.2.1 and 13.11.2.3 (2012-13)]
- b. Between 2012 and the 2013 fall semester, head coach 1 arranged for and/or provided a then prospective student-athlete and later enrolled men's golf student-athlete a free round of golf valued at \$105 during the prospect's unofficial visit to the institution. [NCAA Bylaws 13.2.1 and 13.11.2.3 (2012-13 and 2013-14)]
- c. In November 2013, head coach 1 arranged for and/or provided a then prospective student-athlete and current men's golf student-athlete a free round of golf valued at \$275 during the prospect's official (paid) visit to the institution. [NCAA Bylaws 13.2.1 and 13.11.2.3 (2013-14)]
- d. In April 2014, head coach 1 arranged for and/or provided a then prospective student-athlete and current men's golf student-athlete a free round of golf valued at \$50 during the prospect's official (paid) visit to the institution. [NCAA Bylaws 13.2.1 and 13.11.2.3 (2013-14)]
- e. In April 2014, head coach 1 arranged for and/or provided a then prospective student-athlete and current men's golf student-athlete a free round of golf valued at \$275 during the prospect's official (paid) visit to the institution. [NCAA Bylaws 13.2.1 and 13.11.2.3 (2013-14)]

⁵ Each student-athlete and the number of contests he competed in while ineligible are identified in the competition while ineligible chart, Exhibit NCAA-6.

⁶ The violation occurred within four years of the date that the institution should have notified the enforcement staff of its inquiries into the matter.

- f. In October 2015, head coach 2 provided or arranged for the booster to provide a then prospective student-athlete and current men's golf student-athlete and the prospect's father a free round of golf valued at \$550 during the prospect's official (paid) visit to the institution. The booster also joined the prospect and his father for the free round of golf, which constituted impermissible in-person off-campus recruiting contact. [NCAA Bylaws 13.1.2.1, 13.2.1, 13.11.1 and 13.11.2.3 (2015-16)]
- g. In October 2016, head coach 2 and the booster arranged for and/or provided a then prospective student-athlete and current men's golf student-athlete one round of golf for the price of \$75, which resulted in a \$200⁷ discount and impermissible inducement, during the prospect's official (paid) visit to the institution. The booster also joined the prospect for the round of golf and interacted with the prospect's father in excess of an exchange of a greeting, which constituted impermissible in-person off-campus recruiting contact. [NCAA Bylaws 13.1.2.1, 13.2.1, 13.11.1 and 13.11.2.3 (2016-17)]
- h. Between October 26 and November 1, 2016, head coach 2 and/or then men's golf-student athletes arranged for and/or provided a men's golf prospective student-athlete free rounds of golf and driving range privileges valued at \$419, one night of free off-campus lodging valued at \$50 and impermissible transportation valued at \$48 during the prospect's unofficial visit to the institution. Head coach 2 and/or the then men's golf student-athletes also had impermissible in-person, off-campus contact with the prospect at one restaurant and during the provision of the free off-campus lodging and impermissible transportation. [NCAA Bylaws 13.1.1.1, 13.1.2.7-(a), 13.2.1, 13.5.1, 13.5.3 and 13.7.1 (2016-17)]

2. [NCAA Division I Manual Bylaw 13.8.1 (2016-17)] (Level III)

The institution, head coach 2 and enforcement staff agree that in November 2016, head coach 2 provided impermissible entertainment in the form of a meal to the Federation national team's director of coaching and one of its trainers during their visit to the United States. The Federation includes national teams comprised of prospective student-athletes.

⁷ The San Francisco Golf Club (SFGC) has an established program for their members when it comes to guest play. SFGC offers two types of guest play along with corresponding guest fees. If the member accompanies the guest, the club charges the member \$75 for the guest's round. If the member does not accompany the guest, the club charges the member \$275 for the guest's round. Based on this pricing system, the NCAA academic and membership affairs staff determined that the baseline value of the inducement for the prospects who were afforded access to the SFGC was \$275. This valuation was used during the student-athlete reinstatement process.

3. [NCAA Division I Manual Bylaw 13.4.1. (2015-16 and 2016-17)] (Level III)

The institution, head coach 2 and enforcement staff agree that from June until early November 2016, head coach 2 sent 19 impermissible email messages to 15 men's golf prospective student-athletes before their junior year of high school.

4. [NCAA Division I Manual Bylaw 11.1.1.1 (2015-16 and 2016-17)] (Level II)

The institution, head coach 2 and enforcement staff agree that head coach 2 is presumed responsible for violations detailed in Violation Nos. 1 through 3 and did not rebut the presumption of responsibility. Specifically:

- a. Head coach 2 did not demonstrate that he promoted an atmosphere of compliance within the men's golf program because he was personally involved in the violations in that he arranged for and/or provided impermissible recruiting inducements, participated in impermissible in-person, off-campus recruiting contact and arranged for and/or permitted impermissible recruiting contacts by a representative of the institution's athletics interests and/or enrolled student-athletes, as detailed in Violation Nos. 1-(f) through 1-(h). [NCAA Bylaw 11.1.1.1 (2015-16 and 2016-17)]
- b. Head coach 2 did not demonstrate that he promoted an atmosphere of compliance within the men's golf program because he provided impermissible entertainment in the form of a meal to the Federation national team's director of coaching and one of its trainers, as detailed in Violation No. 2. [NCAA Bylaw 11.1.1.1 (2016-17)]
- c. Head coach 2 did not demonstrate that he promoted an atmosphere of compliance within the men's golf program because he sent 19 impermissible email messages to 15 men's golf prospective student-athletes before their junior year of high school, as detailed in Violation No. 3. [NCAA Bylaw 11.1.1.1 (2015-16 and 2016-17)]

5. [NCAA Division I Manual Bylaws 11.1.2.1 (2012-13)⁸ and 11.1.1.1 (2013-14)] (Level II)

The institution, head coach 1 and enforcement staff agree that from October 2012 until April 2014, head coach 1 is presumed responsible for violations detailed in Violation Nos. 1-(a) through 1-(e) and did not rebut the presumption of responsibility. Specifically, head coach 1 did not demonstrate that he promoted an atmosphere of compliance because he was personally involved in the violations in that he arranged for and/or provided impermissible recruiting inducements to five then men's golf prospective student-athletes, as detailed in Violation Nos. 1-(a) through 1-(e).

6. [NCAA Division I Manual Bylaw 2.8.1 (2012-13 through 2016-17)] (Level II)

The institution and enforcement staff agree that the scope and nature of the violations detailed in Violation No. 1 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its men's golf program to ensure compliance with all aspects of NCAA recruiting legislation. Specifically, over a four-year period, the institution did not have adequate systems in place to prevent and/or detect the violations of NCAA legislation cited in the SDR, in that it failed to adequately monitor prospective men's golf student-athletes' visits to the institution. As a result, the men's golf program arranged for and/or provided eight then men's golf prospective student-athletes and one prospect's father a variety of recruiting inducements worth approximately \$2,020.

B. PARTIES' AGREED-UPON AGGRAVATING AND MITIGATING FACTORS

Pursuant to Bylaw 19.6.2-(g), the parties agreed to the following aggravating and mitigating factors:

⁸ On October 30, 2012, and during the period of Violation No. 4, adopted proposal 2012-15 changed NCAA Division I Bylaw 11.1.2.1 to 11.1.1.1 and substantively revised it in the following manner:

~~It shall be the responsibility of an~~ **An institution's head coach is presumed to be responsible for the actions of all assistant coaches and administrators who report, directly or indirectly, to the head coach.** ~~An~~ institution's head coach ~~to shall~~ promote an atmosphere ~~for of~~ compliance within ~~the~~ **his or her** program ~~supervised by the coach~~ and ~~to shall~~ monitor the activities ~~regarding compliance~~ of all assistant coaches and ~~other~~ administrators involved with the program who report directly or indirectly to the coach.

Institution:

1. Aggravating factors. [Bylaw 19.9.3]
 - (a) A history of Level I, Level II or major violations. [Bylaw 19.9.3-(b)].
 - (b) Multiple Level I and II violations by the institution. [Bylaws 19.9.3-(a) and 19.9.3-(g)].
 - (c) Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)].
2. Mitigating factors. [Bylaw 19.9.4]
 - (a) Prompt self-detection and self-disclosure of the violation(s). [Bylaw 19.9.4-(a)].
 - (b) Prompt acknowledgment of the violation, acceptance of responsibility, and imposition of meaningful corrective measures. [Bylaw 19.9.4-(b)].
 - (c) Affirmative steps to expedite final resolution of the matter. [Bylaw 19.9.4-(c)].
 - (d) An established history of self-reporting Level III or secondary violations. [Bylaw 19.9.4-(d)].

Head coach 1:

1. Aggravating factors. [Bylaw 19.9.3]
 - (a) Multiple Level II violations. [Bylaw 19.9.3-(b)].
 - (b) Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)].
2. Mitigating factors. [Bylaw 19.9.4]
 - (a) The absence of prior Level I, II or major violations. [Bylaw 19.9.4-(h)].

Head coach 2:

1. Aggravating factors. [Bylaw 19.9.3]
 - (a) Multiple Level II violations. [Bylaw 19.9.3-(b)].
 - (b) Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)].
2. Mitigating factors. [Bylaw 19.9.4]
 - (a) The absence of prior Level I, II or major violations. [Bylaw 19.9.4-(h)].

IV. REVIEW OF CASE

The SDR fully detailed the parties' positions in the infractions case and included the agreed-upon primary facts, violations, violation levels and aggravating and mitigating factors. After reviewing the parties' principal factual agreements and respective explanations surrounding those agreements, the panel accepts the parties' SDR and concludes that the facts constitute Level II and Level III violations of NCAA legislation.

The two head coaches committed violations of Bylaw 13 when they provided or arranged recruiting inducements and benefits for prospects. In doing so, they fell short of their Bylaw 11 obligations as head coaches to promote an atmosphere of rules compliance in the men's golf program. The violations occurred over a period of years, in part because the compliance office did not ensure that visit paperwork was completed and retained. As a result, the institution failed to monitor the men's golf program in violation of Constitution 2.

Recruiting violations

This case centers on two USF head men's golf coaches violating Bylaw 13 recruiting legislation. They arranged or provided free or discounted rounds of golf, driving range privileges, free lodging and/or impermissible transportation for eight prospects and one parent of a prospect. As a result, six of the prospects eventually competed while ineligible. The coaches also had impermissible off-campus contacts with three of the prospects and two parents, and one of the coaches provided an impermissible meal to the director and trainer of a national team that included prospects. That same coach also sent impermissible email messages to prospects.

Bylaw 13 governs recruiting.⁹ It controls who can contact prospects as well as when and where the contacts can occur. Institutional staff members may not have off-campus contact with prospects and their families before July 1 following the prospects' junior year of high school. They are the only people allowed to have in-person contacts with prospects, both on- and off-campus, with an exception made for enrolled student-athletes. Enrolled student-athletes are allowed to have contact with prospects unless directed to make the contact by an institutional staff member for recruiting purposes.

Institutional staff members and boosters are precluded from any involvement in offering, arranging or providing inducements or benefits to prospects that are not expressly permitted by NCAA legislation. One benefit the legislation controls is transportation for prospects on campus visits. Institutions are limited to providing transportation to prospects only on official or unofficial visits to campus. For prospects visiting unofficially, institutions may only provide transportation to view practice and competition sites, other institutional facilities and to attend local home athletics competition. All other transportation is prohibited. Prospects must make unofficial visits to campus at their own expense, but institutions may provide them and

⁹ All bylaw citations are to the 2016-17 NCAA Division I Manual. All cited bylaws were in effect during all years the violations occurred. The full text of specific bylaws violated are set forth in Appendix Two.

individuals who coach and teach them with up to two complimentary home athletic event admissions. When prospects are visiting a member institution's campus, coaches are precluded from observing them in activities that demonstrate their athletics abilities (tryouts), although prospects are allowed to participate in recreational activities (such as scrimmaging with enrolled student-athletes) if coaches do not observe or organize the activities. Further, institutional personnel may not have anyone conduct a tryout for them. Finally, member institutions are precluded from providing recruiting materials to prospects until September 1 of the prospects' junior year of high school.

The agreed-upon inducement and benefit violations that occurred in head coach 1's tenure began in the 2012-13 academic year and continued through April 2014. From October 2012 into April 2014, head coach 1 arranged for and/or provided five prospects free rounds of golf at local courses during those prospects' visits to the institution.¹⁰ The rounds of golf were valued between \$50 and \$275, depending on the course being played. Free rounds of golf are not listed as inducements and benefits that institutions can arrange or provide for prospects. Therefore, when head coach 1 provided/arranged for the prospects to play golf free-of-charge, he violated Bylaw 13. He also violated the bylaw because he organized the activity.

When head coach 2 succeeded head coach 1, he continued arranging and providing free rounds of golf for prospects. He served as head men's golf coach from the 2015-16 academic year through November 2016. In October 2015, head coach 2 and a booster arranged for a prospect on an official visit and the prospect's father to play a free round of golf. The prospect and his father played as guests of the booster at a club where the booster was a member. The booster and an enrolled student-athlete joined them in playing the round, which had a value of \$550. Because head coach 2 and the booster arranged for the free round of golf, they violated Bylaw 13. When the booster joined the prospect and his father in playing the round, he had recruiting contact with them in violation of the bylaw. Also, because the booster was present while the prospect demonstrated his athletics ability on the golf course, the activity qualified as an impermissible tryout.

Head coach 2 and the booster arranged a similar activity a year later, in October 2016. At that time, they arranged for a prospect to play a round of golf at a discounted price of \$75, \$200 less than the prospect should have paid. The discounted round of golf was an impermissible inducement in violation of Bylaw 13. It also violated the bylaw because head coach 2 helped arrange for the prospect to play. As he had done previously, the booster joined the prospect in playing the round, and during the day the booster also interacted with the prospect's father in excess of a greeting. When the booster had the contact with the prospect and his father, and arranged and participated in the round of golf, he violated the bylaw and converted the round of golf into an impermissible tryout.

¹⁰ Four of the prospects were on official visits. The other was visiting unofficially. All five prospects played their rounds with at least one enrolled USF men's golf student-athlete.

The final visit violations of head coach 2's tenure occurred from October 26 through November 1, 2016, when a high school junior prospect made a six-day, five-night unofficial visit to USF. Head coach 2 arranged for an enrolled student-athlete to retrieve the prospect from the airport, transport him to see local golf courses and provide him a night of free lodging at the enrolled student-athlete's off-campus residence. During the visit, head coach 2 arranged for the prospect to play golf free-of-charge with enrolled student-athletes at each of the three courses the USF golf team had a relationship with. In addition to the three rounds of golf, the prospect also had free use of the driving range at one of the courses. The provision of free golf and driving range privileges, transportation and lodging for an unofficial visitor violated numerous sections of Bylaw 13. When the enrolled student-athlete had the off-campus contact with the prospect at the direction of head coach 2, he violated Bylaw 13. Throughout the visit, head coach 2 also provided or arranged transportation for the prospect—to a restaurant, the USF campus, golf courses and to the airport for the prospect's return trip home—again violating the bylaw. Finally, because the prospect was a high school junior, head coach 2's off-campus contacts with him violated Bylaw 13.

In November 2016, head coach 2 violated Bylaw 13 when he purchased a meal for two members of an organization involved with golf prospects. Head coach 2 was a friend of an individual who worked as director of coaching for the Federation, a golf organization whose teams include prospects. While in a city where the Federation was holding a golf camp, head coach 2, his wife, the Federation director of coaching and a Federation trainer met for dinner. Head coach 2 paid for the meals. Because the Federation teams include prospects, head coach 2's provision of the meals for the director of coaching and trainer violated Bylaw 13.

The final Bylaw 13 violations occurred when head coach 2 sent emails to young prospects. From June into November 2016, he sent 19 email messages to 15 prospects under circumstances that violated Bylaw 13. The emails included information about USF, electronic access to information about the men's golf program and a recruiting questionnaire. None of the prospects to whom head coach 2 sent the emails had yet begun their junior years of high school. Therefore, the emails violated Bylaw 13.

These agreed-upon Level II recruiting violations are similar to past Level II cases where coaches provided or arranged significant impermissible inducements/benefits for prospects. See *Grambling State University* (2017) (concluding that an institution engaged in Level II violations when an assistant coach and a booster provided a prospect and her family approximately \$1,563 worth of impermissible inducements including transportation from the airport, free lodging, meals and cash. The coaching staff also conducted an impermissible tryout of the prospect); *Monmouth University* (2017) (concluding Level II violations occurred when an assistant coach and booster provided a prospect and her family approximately \$1,355 worth of impermissible inducements, including transportation, meals and cash for four months); *Coastal Carolina University* (2015) (concluding that a head coach who provided and/or arranged free golf lessons valued at \$1,278 for a prospect over the course of a year committed Level II violations); *Southeastern Louisiana University* (2015) (concluding that the coaching staff engaged in Level II violations when it held impermissible tryouts for two prospects, observed one of the

prospects participate in athletic activities and arranged for the other prospect to attend a summer camp and receive skill instruction). Consistent with those cases, the panel concludes that the provision of approximately \$2,000 of impermissible inducements in this case are Level II violations.

Head coach responsibility

The actions of the two head coaches violated their responsibilities as required by Bylaw 11. Bylaw 11 governs the conduct of athletics personnel, including head coaches. Among other things, head coaches are responsible for promoting an atmosphere of rules compliance in the programs they lead. Regarding head coach 1, he acknowledged committing violations when he planned and scheduled for five prospects to play free rounds of golf on their visits. He mistakenly believed that the prospects could play for free if he did not evaluate and observe them. Due to his misunderstanding of the legislation regarding prospects participating in activities on visits, he did not ask the compliance office if the activities were allowable and did not report that the prospects had played the free rounds. When he engaged in recruiting violations, particularly without clearing the activities through the compliance office or reporting them as part of the prospects' visits, head coach 1 failed to promote an atmosphere of rules compliance in the men's golf program, contrary to Bylaw 11.

Regarding head coach 2, he too failed to promote an atmosphere of compliance in the men's golf program when he violated recruiting legislation. He arranged impermissible inducements for prospects, allowed a booster to have impermissible contacts with prospects and involved enrolled student-athletes in impermissible recruiting activities. Further, he provided impermissible entertainment to the Federation national team's director of coaching and one of its trainers and sent a series of impermissible email messages to 15 prospects who were not yet high school juniors. Similar to head coach 1, head coach 2 stated that his violations were unintentional. He did not seek approval from the compliance office to purchase the meals because he considered the Federation employees to be friends. He knew the rules regarding email contact with prospects but did not confirm the age or year in school of those he emailed. Head coach 2's violations, which were avoidable had he worked with his compliance office, demonstrated his failure to promote an atmosphere of rules compliance in the men's golf program, in violation of Bylaw 11.

The head coach responsibility violations are also consistent with past cases in which head coaches failed to meet their responsibilities under the bylaw. See *Florida International University* (2017) (concluding that a head coach who provided a cash payment to a student-athletes violated his responsibilities as a head coach); and *St. Peter's University* (2016) (concluding that a coach violated his responsibilities under bylaw 11.1.1.1 when he provided impermissible benefits and arranged for student-athletes to be paid for work not performed) When, as in this case, a head coach arranges and/or provides impermissible benefits or inducements, the coach fails to meet his or her Bylaw 11 responsibilities. Pursuant to Bylaw 19.1.2-(e), these violations are Level II.

Failure to monitor

The Bylaw 13 violations demonstrated a failure to monitor the men's golf program by USF. The NCAA Constitution sets forth the principles that member institutions must follow in conducting their intercollegiate athletics programs. Article 2 requires member institutions to comply with all rules and regulations of the Association. It also requires institutions to monitor their athletics programs to assure compliance, and to identify and report to the Association instances in which compliance has not been achieved.

The institution agreed, and the facts demonstrate, that USF failed to monitor the men's golf program during the time the violations occurred. Both head coach 1 and head coach 2 notified the compliance office when prospects were coming for visits. Written agendas for the visits included references to the prospects visiting local golf courses, but the compliance office did not follow up with the coaches to ensure that free rounds of golf were not provided.¹¹ At times, the compliance office did not ensure the completion or preservation of the visit paperwork. USF was unable to locate any paperwork related to one visit, and the paperwork for another was incomplete. When USF did not ensure that prospects did not play golf free-of-charge, and because it did not always collect and retain complete records of prospect visits, it failed to adequately monitor the men's golf program. This failure violated Constitution Article 2.

The failure to monitor violation is also similar to previous cases in which institutions somehow fell short of meeting their monitoring responsibilities. *See The Georgia Institute of Technology* (2014) (concluding that an institution that did not follow its established procedures for tracking phone calls failed to monitor its sports programs); *Fordham University* (2013) (concluding that an institution that did not track the circumstances surrounding the awarding of financial aid failed to monitor the aid process); and *Iowa State University* (2013) (concluding that an institution that did not track phone calls or educate its coaches regarding telephone communications with prospects failed to monitor its sports programs). Consistent with these cases, the two head coaches and USF failed to meet their responsibilities under the bylaws and constitution. Pursuant to Bylaw 19.1.2, the institution's failure to monitor is Level II.

Level III violations

Violations Nos. 2 and 3 are Level III violations. Level III violations are isolated or limited and provide no more than a minimal benefit. *See University of Hawaii at Manoa* (2015) (concluding that men's basketball coaches committed Level III violations on three occasions when they allowed two prospects and an enrolled student-athlete to have access to a hotel concierge lounge that was not available to all hotel guests unless they paid an additional charge). Consistent with *Hawaii*, Violations Nos. 2 and 3 are Level III.

¹¹ The compliance office provided an email to head coach 1 in October 2014 stating that prospects could not play golf for free on their visits.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel accepts the parties' agreed-upon factual basis and violations and concludes this case involved Level II and Level III violations of NCAA legislation. Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal, but less than an extensive, advantage. Level III violations are breaches of conduct that provide no more than limited advantages.

Pursuant to Bylaw 19.9.1, the panel prescribes penalties under the current penalty structure because the violations in this case predominantly occurred after October 30, 2012. In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.2, 19.9.3 and 19.9.4 to determine the appropriate classifications for the parties. The panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.9.5 and 19.9.7 to prescribe penalties.¹²

USF agreed to three aggravating factors and four mitigating factors. The panel determines that all seven factors apply, although it assigns minimal weight to aggravating factor 19.9.3-(b), *A history of Level I or major violations by the institution* because only one of the previous cases is less than 25 years old. That case occurred in 2010.

USF proposed two additional mitigating factors for panel consideration: Bylaw 19.9.4-(e) *Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards* and Bylaw 19.9.4-(f), *Exemplary Cooperation*. The enforcement staff took no position on the first proposed additional mitigating factor and did not agree with the other. The panel determines that neither apply. Regarding Bylaw 19.9.4-(e), panels have consistently held that the system of compliance methods must be in place prior to the violations occurring. See *University of Missouri* (2016) (concluding that the compliance system in place did not detect the violations, and the improvements made to the compliance system after the discovery of violations are not considered for mitigation) and *Rutgers University* (2017) (concluding that, because the violations in the case occurred undetected for many years, this mitigatory did not apply).

Regarding Bylaw 19.9.4-(f), the case record establishes that USF reported the violations once it discovered them and identified information of which the enforcement staff was not aware. However, all institutions are obligated to cooperate in this manner. While USF met its obligation, the record does not establish that its level of cooperation rose to "exemplary." Among the cases in which a panel considered the issue is *Florida International University* (2017). In that matter, the panel determined that the institution met its obligation under the bylaws to cooperate when it investigated promptly information about possible violations, submitted a self-report to the NCAA and worked with the enforcement staff to conduct

¹² The membership recently adjusted and expanded the ranges in the penalty guidelines related to scholarship reductions and the duration of postseason bans, probation and show-cause orders. The adjusted guidelines became effective on August 1, 2017. Because the panel considered this case after the effective date of the adjusted guidelines, the panel used the adjusted guidelines to prescribe penalties.

interviews. However, as all institutions are obligated to investigate and cooperate, the panel determined that the institution met, but did not exceed, its legislated expectations. Therefore, the mitigating factor did not apply. *See also Rutgers* (concluding that an institution met, but did not exceed, its obligation to cooperate when it followed up on information, participated in the investigation and submitted a self-report); *Lamar University* (2016) (concluding that when the institution followed up on information regarding possible violations, investigated the information, placed the offending coach on administrative leave and jointly investigated the matter with the enforcement staff, it met its obligation to cooperate but the cooperation was not "exemplary"); *California State University, Sacramento* (2015) (concluding that the institution met, but did not exceed, its obligation to cooperate when it followed up on an anonymous report of possible violations, reported the matter to the enforcement staff and conducted a joint investigation with the NCAA); and *Florida A&M University* (2015) (concluding that an institution met, but did not exceed, its obligation to cooperate when it followed up on information, reported the matter to the NCAA, collaborated with the conference office to investigate, self-reported violations and conducted a joint investigation with the enforcement staff).

In contrast, panels have found that institutions exhibit exemplary cooperation when they exceed legislated expectations. It is a high standard. A panel recently concluded that the institution's cooperation in *University of Northern Colorado* (2017) rose to the level of exemplary. In that case, the institution acted swiftly to terminate the employment of an offending coach and put three others on leave once it found information of academic fraud violations to be credible. The institution then searched each coach's office, inventoried the items found, imaged the coaches' computer drives and email accounts, and obtained records of online coursework from other institutions. The panel determined that these efforts elevated the institution's level of cooperation to exemplary, and the enforcement staff agreed that the level of cooperation exhibited by the institution rose to a level of "exemplary." *See also Oklahoma State University* (2015) (concluding that the institution exhibited exemplary cooperation when, over the course of 11 months, it assisted the enforcement staff in completing a review of over 50,000 emails and other records and conducting approximately 90 interviews).

The panel assessed all aggravating and mitigating factors by weight and number. Based on its assessment, the panel classifies this case as Level II-Mitigated for the institution.

Regarding the two former head coaches, they both agreed to two aggravating factors and one mitigating factor. The panel determines that they apply. Both coaches were operating under a long-standing, although erroneous, understanding that their actions resulting in the Level II violations were allowable. They did not attempt to hide the activities or circumvent recruiting legislation. They asked questions of the compliance staff but at times received conflicting or inaccurate information due to turnover in the athletics administration. The panel determines that the case is Level II-Standard for the two head coaches but declines to prescribe any penalties for their actions.

USF agreed to the facts, violations and penalties. The two head coaches agreed to the facts and violations. Therefore, there is no opportunity for appeal. All penalties prescribed in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered USF's cooperation in all parts of this case and determines it was consistent with the institution's obligation under Bylaw 19.2.3. The panel also considered USF's corrective actions, which are set forth in the Appendix, in prescribing penalties. After considering all information relevant to this case, the panel prescribes the following penalties (self-imposed penalties are noted):

Core Penalties for Level II-Mitigated Violations (Bylaw 19.9.5)

1. Probation: One year of probation from April 6, 2018, through April 5, 2019.¹³
2. The institution shall pay a fine of \$5,000. (Self-imposed.)

Additional Penalties for Level II Violations (Bylaw 19.9.7)

3. Public reprimand and censure.
4. The men's golf program will be prohibited from engaging in any recruiting activities (e.g., no phone calls, electronic messages, text messages, on- or off-campus contact) with international prospects for a three-month period (January 1, 2018, through March 31, 2018). (Self-imposed.)
5. The men's golf program will not be allowed to engage in any recruiting activity (as defined by Bylaw 13.02.14) in the month of December 2018.
6. The institution agreed that certain student-athletes referenced in Violation No. 1 competed for USF after receiving impermissible inducements and/or benefits. Because of the inducements and benefits, those student-athletes competed while ineligible. Therefore, the institution shall vacate all contests in which student-athletes competed while ineligible. (Self-imposed.) The vacations shall be effectuated pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and COI IOP 5-15-4 and shall apply to all regular season and conference match and tournament wins in which ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition through the student-athlete reinstatement process. Further, if any of the student-athletes competed in NCAA Championships at any time they were ineligible, the institution's participation in the championships shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. Further, the institution's permanent records as well as the record of the head coaches shall reflect the vacated records and shall be recorded in all

¹³ USF indicated it would self-impose a one-year probation. Although institutions may recommend terms of probation, the authority to prescribe probation penalties rests solely with the committee.

publications in which men's golf 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 which may subsequently hire either of the 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 100th, 200th or 500th career victories. Any public reference to these vacated contests shall be removed from athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies or other team awards attributable to the vacated contests shall be returned to the Association.

To ensure that all institutional and student-athlete vacations, statistics and records are accurately reflected in official NCAA publication and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics staff 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 staff a written report detailing those discussions. This document will be maintained in the permanent files of the NCAA media coordination and statistics department. This written report must be delivered to the NCAA media coordination and statistics staff no later than 45 days following the initial infractions decision release or, if the vacation penalty is appealed, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the Office of the Committees on Infractions (OCOI) at the same time.

7. During the time of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct the coaches, the faculty athletics representative, all athletics department personnel and all institution staff members with responsibility for NCAA recruiting and certification legislation;
 - b. Submit a preliminary report to the OCOI by June 1, 2018, setting forth a schedule for establishing this compliance and educational program;
 - c. File with the OCOI an annual compliance report indicating the progress made with this program by February 1, 2019 during the year of probation. Particular emphasis shall be placed on compliance with benefit and recruiting legislation;
 - d. Inform in writing men's golf prospects that the institution is on probation for one year and detail 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 prospect signs a National Letter of Intent; and

- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions report located on the athletic department's main or "landing" webpage. The information shall also be included in men's golf 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 infractions case; and (iii) provide a clear indication of what happened in the infractions case. A statement that refers only to the probationary period with nothing more is not sufficient.
8. Following the receipt of the compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the COI affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

The COI advises USF that it should take every precaution to ensure the terms of the penalties are observed. The COI will monitor the penalties during their effective periods. Any action by USF contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL
Norman Bay
Carol Cartwright
Jody Conradt
Jason Leonard
Steve Madva
Joel Maturi, Chief Hearing Officer
Joyce McConnell

APPENDIX ONE

**UNIVERSITY OF SAN FRANCISCO'S CORRECTIVE ACTIONS AS IDENTIFIED IN
THE DECEMBER 11, 2017, SUMMARY DISPOSITION REPORT**

1. After the institution learned of the underlying violation at issue in this case, head coach 2's employment ended on December 1, 2016.
2. The institution has changed its monitoring system for official and unofficial visits to require that the prospective student-athlete meet with a member of the athletics compliance staff to review all activities the prospect has engaged in.
3. A rules education session specific to the violations discovered in this matter was presented to all University coaching staff members during an August 24, 2016, rules education session.

APPENDIX TWO

BYLAW CITATIONS FROM THE 2016-17 DIVISION I MANUAL

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.

11.1.1.1 Responsibility of Head Coach. An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.¹⁴

13.1 Contacts and Evaluations. Recruiting contacts (per Bylaw 13.02.4) and telephone calls by institutional staff members or representatives of the institution's athletics interests are subject to the provisions set forth in this bylaw.)

13.1.1 Contactable Individuals.

13.1.1.1 Time Period for Off-Campus Contacts—General Rule. Off-campus recruiting contacts shall not be made with an individual (or his or her relatives or legal guardians) before July 1 following the completion of his or her junior year in high school (July 7 after the junior year in high school in women's ice hockey and July 15 after the junior year in high school in women's gymnastics), or the opening day of classes of his or her senior year in high school (as designated by the high school), whichever is earlier. U.S. service academy exceptions to this provision are set forth in Bylaw 13.16.1.

13.1.2.1 General Rule. All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

¹⁴ This bylaw became effective beginning with the 2013-14 academic year. Prior to the 2012-13 academic year, the head coach responsibility bylaw was found at 11.1.2.1. The language of Bylaw 11.1.1.1 differs slightly from 11.1.2.1 but does not change the responsibility of head coaches to promote an atmosphere of compliance.

13.1.2.7 Student-Athletes and Other Enrolled Students. The following conditions apply to recruiting activities involving enrolled student-athletes and other enrolled students:

- (a) **Off-Campus Contacts.** Off-campus in-person contact between an enrolled student-athlete (or an enrolled student) and a prospective student-athlete is permissible, provided such contact does not occur at the direction of an institutional staff member.

13.2.1 General Regulation. An institution's staff member or any representative of its athletics interests shall not be involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her relatives or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the institution's prospective students or their relatives or friends or to a particular segment of the student body (e.g., international students, minority students) determined on a basis unrelated to athletics ability.)

13.4.1 Recruiting Materials and Electronic Correspondence—General Rule. An institution shall not provide recruiting materials, including general correspondence related to athletics, or send electronic correspondence to an individual (or his or her parents or legal guardians) until September 1 at the beginning of his or her junior year in high school. If an individual attends an educational institution that uses a nontraditional academic calendar (e.g., Southern Hemisphere), an institution shall not provide recruiting materials, including general correspondence related to athletics, or send electronic correspondence to the individual (or his or her parents or legal guardians) until the opening day of classes of his or her junior year in high school.

13.5.1 General Restrictions. An institution may not provide transportation to a prospective student-athlete other than on an official paid visit or, on an unofficial visit, to view a practice or competition site in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility when accompanied by an institutional staff member. During the official paid visit, transportation may be provided to view a practice or competition site and other institutional facilities located outside a 30-mile radius of the institution's campus.

13.5.3 Transportation on Unofficial Visit. During any unofficial recruiting visit, the institution may provide the prospective student-athlete with transportation to view practice and competition sites in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility. An institutional staff member must accompany the prospective student-athlete during such a trip. Payment of any other transportation expenses, shall be considered a violation.

13.7 Unofficial (Nonpaid) Visit.

13.7.1 Number Permitted. A prospective student-athlete may visit a member institution's campus at his or her own expense an unlimited number of times. A prospective student-athlete may make unofficial visits before his or her senior year in high school.

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.

13.11 Tryouts.

13.11.1 Prohibited Activities. A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.

13.11.2.3 Recreational Activities. A prospective student-athlete visiting a member institution may participate in physical workouts or other recreational activities during a visit to an institution's campus, provided such activities:

- (a) Are not organized or observed by members of the athletics department coaching staff; and
- (b) Are not designed to test the athletics abilities of the prospective student-athlete.