



UNIVERSITY OF LOUISIANA AT MONROE
PUBLIC INFRACTIONS DECISION
AUGUST 17, 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 an assistant men's basketball coach engaging in academic misconduct on behalf of two student-athletes at the University of Louisiana at Monroe (ULM).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 and involved individual. The involved individual agreed to his penalty, while the institution contested parts of two penalties. ULM has the opportunity to appeal those penalties.

The parties agreed that an assistant men's basketball coach violated ULM's academic policies when he completed academic coursework in two online French courses for two men's basketball student-athletes in the summer of 2017. The assistant coach completed all of the student-athletes' work in one online course and all but the oral exams in their second online course. In September 2017, the assistant coach provided false information in an interview about the misconduct and, later that fall, engaged in unethical conduct and failed to cooperate in the investigation when he refused to participate in a second interview. The violations are Level I.

The panel accepts the parties' factual agreements and concludes violations occurred. After considering applicable aggravating and mitigating factors, the panel classifies this case as Level I-Mitigated for ULM and Level I-Aggravated for the assistant coach's violations. Utilizing the current penalty guidelines and NCAA bylaws authorizing additional penalties, the panel adopts and prescribes the following penalties: two years of probation, a fine of \$5,000 plus one-half of one percent of the men's basketball budget, and a show-cause order for the assistant coach.

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 Sun Belt Conference, ULM has an enrollment of approximately 9,000 and sponsors six men's sports and nine women's sports. This is ULM's second major, Level I or Level II infractions case. It had a previous case in 2004 involving women's tennis.

II. CASE HISTORY

On September 14, 2017, ULM's senior associate athletic director informed the NCAA enforcement staff of a possible academic misconduct violation in the men's basketball program. The institution's investigation revealed that coursework for two online French courses taken by men's basketball student-athletes (student-athletes 1 and 2, respectively) was submitted from computers belonging to an assistant men's basketball coach (assistant coach). In October 2017, student-athletes 1 and 2, operating under grants of limited immunity, reported that the assistant coach completed all of their work in one online summer course and all but the oral exams in another.

On March 21, 2018, ULM, the assistant coach and the enforcement staff submitted the SDR to the COI.³ A panel of the COI reviewed the SDR on April 25, 2018, and proposed penalties to the institution additional to those self-imposed. The panel also proposed a show-cause penalty to the assistant coach. On May 7, 2018, ULM informed the panel by email that it wished to contest two of the proposed additional penalties. Pursuant to Bylaw 19.6.4.5, the panel scheduled an expedited penalty hearing for June 20, 2018. However, on June 18, 2018, ULM requested a postponement of the hearing. The hearing was held on July 25, 2018. The assistant coach also participated in the expedited penalty hearing.

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 14.9.2.1, 14.9.2.1-(a), 14.9.2.2 and 14.9.2.2-(a) (2016-17 and 2017-18) and 10.01.1, 10.1, 10.1-(a), 10.1-(c), 19.2.3 and 19.2.3.2 (2017-18)] (Level I)**

The institution, assistant coach and enforcement staff agree that during the 2017 summer semester the assistant coach committed academic misconduct when he completed academic coursework for two men's basketball student-athletes. The assistant coach also violated the NCAA principles of ethical conduct when he

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' agreement.

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.

provided false or misleading information during an NCAA investigation and failed to furnish relevant information and cooperate in an additional NCAA interview. Specifically:

- a. During the summer of 2017, the assistant coach committed academic misconduct when he completed academic work for student-athletes 1 and 2 in French I and French II, both online courses at Louisiana-Monroe. The assistant coach completed the entire French I course for both student-athletes and completed all but the oral exam in their French II class. The assistant coach's conduct violated the institution's academic misconduct policy. [NCAA Bylaws 14.9.2.1, 14.9.2.1-(a), 14.9.2.2 and 14.9.2.2-(a) (2016-17 and 2017-18)]
- b. On September 27, 2017, the assistant coach violated the principles of ethical conduct by providing false or misleading information during an interview with the institution and enforcement staff. The assistant coach reported that he only completed the exams on behalf of student-athletes 1 and 2 in their French I class and the two student-athletes completed the assignments on their own. The assistant coach further reported that he had no involvement in the student-athletes' French II class. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2017-18)]
- c. In October and November 2017, the assistant coach violated the principles of ethical conduct and cooperative principle when he refused to participate in a second interview with the institution and enforcement staff. Despite several requests from both the institution and enforcement staff, including a visit to his last known address, the assistant coach refused to participate in a second NCAA interview and refused to provide relevant information regarding involvement in the student-athletes' French classes. [NCAA Bylaws 10.01.1, 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 (2017-18)]

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:

Institution:

1. Aggravating factor. [Bylaw 19.9.3]

A history of Level I, Level II or major violations. [Bylaw 19.9.3-(b)]⁵

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)]

Assistant coach:

1. Aggravating factors. [Bylaw 19.9.3]

- (a) Multiple Level I violations. [Bylaw 19.9.3-(b)]
- (b) Obstructing an investigation or attempting to conceal the violation. [Bylaw 19.9.3-(d)]
- (c) Unethical conduct. [Bylaw 19.9.3-(e)]
- (d) Violations were deliberate. [Bylaw 19.9.3-(f)]
- (e) Conduct or circumstances demonstrating an abuse of a position of trust. [Bylaw 19.9.3-(j)]
- (f) Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [Bylaw 19.9.3-(m)]

2. Mitigating factor. [Bylaw 19.9.4]

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 I violations of NCAA legislation.

In the summer of 2017, the assistant coach committed violations of Bylaw 14 when he completed academic coursework for student-athletes 1 and 2 in two online courses. The assistant coach

⁵ The panel accepts this proposed aggravating factor but affords it limited weight. When weighing past cases as aggravating factors, panels generally assess, among other factors, the overall number of cases, the length of time that has passed between cases and the similarity of the violations. *See Grambling State University* (2017) and *Mississippi Valley State University* (2017). Here, the most recent case was in 2004, involved a different sport and different types of violations.

engaged in unethical conduct in violation of Bylaw 10 when he provided false information to the institution and enforcement staff in his interview during the investigation. He engaged in further unethical conduct and failed to cooperate in the investigation as required by Bylaw 19, when he subsequently refused to participate in a second interview and provide relevant requested information.

Academic Misconduct

This case centers on the assistant coach committing academic misconduct. In the summer of 2017, he completed the entire French I course for student-athletes 1 and 2. Further, he completed all but the oral exam in the student-athletes' French II course. His actions violated ULM's academic policies and Bylaw 14.

Bylaw 14 governs academic eligibility, with Bylaw 14.9 addressing academic misconduct.⁶ Bylaw 14.9.1 requires member institutions to have written policies and procedures in place to govern academic integrity for the student-body, abide by those policies and procedures and investigate instances of alleged academic misconduct. Bylaw 14.9.2 addresses post-enrollment academic misconduct. Bylaws 14.9.2.1-(a) and 14.9.2.2-(a) prohibit: (1) enrolled student-athletes from involvement in academic misconduct and (2) institutional staff members from engaging in academic misconduct on behalf of enrolled student-athletes. Post-enrollment academic misconduct is defined as any violation or breach of the institutional policies regarding academic honesty or integrity (*see* Bylaw 14.02.1).

The agreed-upon academic misconduct violations occurred in the summer of 2017, when student-athletes 1 and 2 were enrolled in online French summer courses at ULM. The assistant coach told student-athlete 1 that he would "take care" of the French classes. He then somehow obtained the student-athletes' computer login information for the courses, logged on to the courses, completed all homework assignments and took their tests. As he was unable to take the oral exams required in French II, both student-athletes completed those assignments.

The actions of the assistant coach were contrary to ULM's academic misconduct policy. Because he violated the policy while working as an institutional staff member, his completion of the student-athletes' academic work violated Bylaw 14.

These agreed-upon violations are similar to past cases in which panels have concluded that Level I academic misconduct occurred. Bylaw 19.1.1 defines Level I cases as severe breaches of conduct. Subsection (b) of the bylaw lists academic misconduct as a violation that may constitute a Level I violation. The COI has consistently considered academic misconduct to be severe violations of NCAA legislation and principles. *See Southeast Missouri State University* (2017) (concluding that an assistant men's basketball coach committed Level I violations when he pressured an enrolled student-athlete to complete online coursework for seven prospective

⁶ All bylaw citations are to the 2017-18 NCAA Division I Manual. All cited bylaws were in effect during the time the violations occurred. The full text of specific bylaws violated are set forth in Appendix Two.

student-athletes); *Southern Methodist University* (2016) (concluding that a Level I academic misconduct violation occurred when a basketball administrative assistant obtained an incoming student-athlete's username and password and completed all of his assignments and exams for an online course); *Syracuse University* (2015) (concluding that a Level I violation occurred when the former director of basketball operations and former basketball receptionist completed an extra credit paper for a student-athlete seeking a grade change over one year after he had completed the course); and *Weber State University* (2014) (concluding that Level I violations occurred when an instructor obtained five student-athletes' usernames and passwords and completed online quizzes, tests and exams, resulting in fraudulent academic credit). Similarly, when the assistant coach in this case completed the student-athletes' homework assignments and took their tests, he violated ULM's academic integrity policy and engaged in academic misconduct. His conduct was a Level I severe violation of Bylaw 14.

This was the first case a panel of the COI considered under the new Bylaw 14 academic misconduct legislation. The analysis in a case such as this under the new legislation is not complex – it requires only that the behavior violated institutional academic policy and involved a staff member. Under the former academic legislation, cases were sometimes impacted by interpretative positions taken by the enforcement and NCAA Academic and Membership Affairs (AMA) staffs when they applied "percentage" thresholds that, at times, varied from case to case. Present Bylaw 14 contains no "percentage of coursework" criteria threshold that must be met before a panel may determine that academic misconduct has occurred.⁷ Going forward, panels will make the determinations whether, under the facts before the panel, the elements of academic misconduct violations as defined by Bylaw 14.9 have been met.

Unethical Conduct and Failure to Cooperate

The assistant coach violated the principles of ethical conduct and failed to cooperate in the investigation when he provided false information in his interview and refused to participate in a second interview. Bylaws 10.1-(a), 10.1-(c), 19.2.3 and 19.2.3.2 obligate institutional staff members to submit to interviews during investigations, provide full and truthful information during those interviews, and cooperate in investigations by making full and complete disclosure of any relevant information. In this case, the assistant coach participated in an interview with the enforcement staff and institution in September 2017. However, he was untruthful during the interview, admitting only to completing the French I exams for student-athletes 1 and 2. He insisted that the student-athletes completed all of the French I assignments and the entire French II course. In October and November 2017, after receiving information from the student-athletes to the contrary, ULM and the enforcement staff requested several times that the assistant coach interview for a second time. He refused. When he was untruthful in his interview, the assistant coach violated Bylaw 10 ethical conduct principles. When he later refused to participate in a second interview and provide information to ULM and the enforcement staff, he again violated Bylaw 10, as well as the cooperative principle of Bylaw 19.

⁷ At page seven of the SDR, the enforcement staff noted that it did not rely on any official/staff interpretation and/or educational columns, and that the AMA staff did not provide guidance impacting the charging decisions.

Panels have concluded that, in situations where individuals provide false or misleading information and/or refuse to cooperate regarding Level I violations, the false information/failure to cooperate violations are also Level I. Bylaws 19.1.1-(c) and (d) list failure to cooperate in investigations and individual unethical conduct as actions that may constitute Level I violations. *See University of Mississippi* (2017) (concluding that institutional staff members engaged in Level I unethical conduct when they arranged and provided Level I impermissible inducements and benefits, including entrance exam fraud and housing with a booster); *University of Louisville* (2017) (concluding that when an institutional staff member refused to participate in an interview regarding Level I violations he committed, his failure to cooperate and unethical conduct were also Level I violations); and *University of Southern Mississippi* (2016) (concluding that a head coach's unethical conduct, failure to cooperate and failure to promote an atmosphere of compliance were Level I violations when he had directed a Level I scheme of academic fraud in his program). In the present case, the assistant coach committed Level I violations when he engaged in academic misconduct. His subsequent unethical conduct and failure to cooperate regarding those violations were also Level I violations.

Contested Penalties

The institution contested two of the additional penalties proposed by the panel. Specifically, ULM contested the panel's proposed second year of probation and the percentage portion of the financial penalty. The parties all agreed that the case is Level I. After fully considering the aggravating and mitigating circumstances, the panel classified the case as mitigated for the institution, the lowest classification available. The panel then prescribed penalties for the case. Because the penalties are within the applicable ranges identified by the membership as appropriate for Level I-Mitigated cases, and no extenuating circumstances require the panel to deviate from those penalties, the panel determines that they are appropriate.

A two-year probation is appropriate because it is a mandatory minimum penalty and provides the institution with an opportunity to implement and improve its athletics policies and procedures. ULM argued that the panel should deviate from the Penalty Guidelines for Level I-Mitigated cases and accept the self-proposed single year of probation. According to the institution, the case involved extenuating circumstances in addition to the mitigating factors that required the panel to prescribe lesser penalties. *See* Bylaw 19.9.6. The institution's position has no merit.

The institution argued that the panel should deviate because ULM cooperated, displayed an "unprecedented expediency" in adjudicating the case and took decisive action upon discovering the violations. These measures met NCAA membership obligations but do not require penalty deviation. Institutional cooperation in infractions cases is required by Bylaw 19.2.3. An institution meeting its duty to cooperate is not entitled to deviation from the penalty guidelines. *See University of Northern Colorado* (2017) (concluding that three years of probation was appropriate in a Level I-Mitigated academic misconduct case even though the institution was penalized under the former, and more lenient, Bylaw 19 penalty structure and was credited with the mitigating factor of exemplary cooperation, which is not present in this case); *University of Louisiana at Lafayette* (2016) (concluding that a two-year probation was warranted in a Level I-

Mitigated case even though the institution was credited with exemplary cooperation). This institution met its duty to cooperate in the investigation. Even in cases where cooperation rises to a level of exemplary (which is not present in this case), the COI is not required to deviate from mandatory core penalties.⁸ ULM is not entitled to a period of probation less than the minimum because it met its duty to cooperate.

Likewise, ULM is not entitled to deviation because of its self-described "unprecedented expediency of adjudicating the case." The parties moved the case through the infractions process once evidence of potential violations surfaced. Student-athlete 1's and 2's grades in the French courses posted on August 1 or 2, 2018. On September 12, 2017, when a different student-athlete told the athletic academic advisor (academic advisor) that the assistant coach did the French coursework for student-athletes 1 and 2, the academic advisor reported the information to her supervisor, who passed it on to the ULM compliance officer (compliance officer). The compliance officer contacted the NCAA enforcement staff within two days, an investigation ensued, and the SDR was completed and submitted on March 21, 2018. This approximate six-month timetable is efficient but not extraordinary. *See University of Utah* (2018) (a panel did not deviate from mandatory penalties when the parties submitted an SDR to the COI less than eight months after an investigation began); *Prairie View A&M University* (2017) (a panel did not deviate from mandatory penalties when the parties submitted an SDR to the COI seven months after an investigation began); and *Houston Baptist University* (2017) (a panel did not deviate when the parties submitted an SDR within eight months of the start of an investigation). When ULM uncovered and dealt with the violations in a timely fashion, it prevented the case from becoming worse (through, for example, ineligible competition by the student-athletes), which could have resulted in greater penalties. The panel appreciates the parties' efficiency in this matter, but that efficiency does not require the panel to deviate from the penalty guidelines in this case.

Finally, ULM argued that it was entitled to deviation because it took decisive action upon discovering the violations. Upon learning of the violations, it immediately placed the assistant coach on leave and subsequently terminated his employment. It also banned computer labs from locker rooms and team areas. Institutions often release offending staff members from employment and take other remedial actions upon learning of NCAA violations in the athletics program, including instances when the violations are less egregious than academic misconduct. *See University of San Francisco* (2017) (the institution terminated the employment of a head coach who engaged in recruiting violations); *San Jose State University* (2016) (the institution relieved the entire coaching staff of its duties due to the staff engaging in impermissible athletically related activities and the head coach providing false information); and *Southeastern Louisiana University* (2015) (the institution terminated the employment of a head coach who arranged and observed impermissible athletically related activity).⁹ This institution is

⁸ Deviation is never mandatory under Bylaw 19.9.6, even when a panel concludes that extenuating circumstances exist. The bylaw states that a panel *may* deviate in such situations.

⁹ While the *San Jose* panel deviated from mandatory penalties, the deviation was unrelated to actions taken by the institution.

commended for its swift actions, but those actions do not require the panel to deviate from the penalty guidelines.

At the expedited penalty hearing, ULM expressed a concern that a second year of probation would leave an impression on this institution's community that the case was more serious than it actually was. The panel understands this concern. However, and as ULM agreed, this case involves Level I severe breaches of conduct that undermine or threaten the Collegiate Model. *See* Bylaw 19.1.1. Further, and as a panel of the COI explained in the recent case of *North Carolina Central University* (2018), probation, while listed as a penalty, also provides an opportunity to monitor and remediate any weaknesses that may exist in an institution's athletics program. In this case, the period of probation affords ULM an opportunity, with member oversight through the COI, to continue reviewing its academic safeguards and education process to ensure that all necessary resources are in place and functioning to achieve full rules compliance. *See also Oklahoma State University* (2015) (concluding that a one-year probation was appropriate in a Level II-Mitigated case even though an institution exhibited exemplary cooperation, as the period of probation would assist the institution in ensuring that proper policies and procedures are in place to prevent future violations). It is the panel's hope that ULM looks at probation as a positive opportunity to improve its compliance operations.

ULM also challenges the percentage portion of the financial penalty. That penalty is also appropriate because it is within the applicable range of penalties approved by the membership and the panel declined to prescribe certain other penalties. The applicable financial penalty for Level I-Mitigated cases is \$5,000 plus 0-1 percent of the sport budget. The panel prescribed as a penalty the middle of the percentage range. ULM is correct that panels of the COI have previously accepted self-imposed fines of \$5,000, without an additional percentage of the budget, in academic misconduct cases. *See Southeastern Missouri State University (SEMO)* (2017) (concluding that the present probation of an institution should be extended by two years and the institution should pay a \$5,000 fine in a Level I-Mitigated academic misconduct case); and *University of the Pacific* (2017) (concluding that a two-year probation and \$5,000 fine were appropriate in a Level I-Mitigated academic misconduct case). However, in both of those cases, the institutions also faced other Level I penalties. For example, in *Pacific*, the panel adopted and prescribed a postseason ban and scholarship reductions. The penalties for *SEMO* included recruiting restrictions (as part of its ongoing probation). ULM's penalties do not include other sanctions beyond a public reprimand and standard administrative requirements (which *Pacific* and *SEMO* also had). The percentage penalty is within the penalty guideline range for Level I-Mitigated cases. This institution faces fewer penalties than institutions in other Level I-Mitigated cases. The panel was not required to limit ULM's fine to \$5,000 without an accompanying percentage of the sport budget.

The parties agreed that the case is Level I. The panel fully considered the agreed-upon mitigating factors set forth in the SDR. After doing so, the panel classified this case as Level I-Mitigated for ULM, which is the lowest classification available. The panel then prescribed penalties from the Figure 19-1 guidelines, as required by Bylaw 19.9.5. Not only is a second year of probation available as a penalty in a Level I-Mitigated case, the guidelines mandate a probationary period

of from two to four years. The guidelines also allow a fine of up to one percent of the sport budget. The probationary period is at the lowest end of the available range for a case involving a presumptive (and, in this case, an agreed-upon) severe breach of conduct (*See* Bylaw 19.1.1) and the percentage portion of the fine is within the allowable penalty range. No circumstances exist that require the panel to deviate from the penalties. The second year of probation and the percentage portion of the fine are appropriate.

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 I violations of NCAA legislation. Level I violations are severe breaches of conduct that provide or are intended to provide a substantial or extensive recruiting, competitive or other advantage.

Pursuant to Bylaw 19.9.1, the panel prescribes penalties under the current penalty structure because the violations in this case 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.¹⁰

ULM agreed to one aggravating factor and four mitigating factors. The panel determines that all five 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 the previous case occurred in 2004, involved a different sports program and violations unrelated to academic fraud. Further, neither that case nor the present matter involved failure to monitor or lack of institutional control. As ULM did not agree to a second year of probation and the percentage portion of the financial penalty, it has the opportunity to appeal them.

The assistant coach agreed to five aggravating factors and one mitigating factor. The panel determines that all apply. He also agreed to the facts, violations and penalties.¹¹ Therefore, he has 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 ULM's cooperation in all parts of this

¹⁰ 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.

¹¹ The assistant coach reviewed and agreed to the submission of the SDR, which included his aggravating and mitigating factors. The assistant coach did not respond to the panel's April 27, 2018, letter proposing the show-cause penalty. However, he participated in the July 25, 2018 expedited penalty hearing, at which time he agreed to the show-cause penalty.

case and determines it was consistent with the institution's obligation under Bylaw 19.2.3. The panel also considered ULM's corrective actions, which are set forth in Appendix One, 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 I-Mitigated and Aggravated Violations (Bylaw 19.9.5)

1. Probation: Two years of probation from August 17, 2018, through August 16, 2020.¹²
2. The institution shall pay a fine of \$5,000 (self-imposed) plus one-half of one percent of the 2018-19 budget of the men's basketball program.¹³
3. The assistant coach engaged in academic misconduct when he completed academic coursework in two courses for two student-athletes in the summer of 2017. He completed all of the coursework in one of the courses and all but the oral exams in the other. Further, he engaged in unethical conduct when he provided false or misleading information in his interview. Finally, he engaged in further unethical conduct and violated the cooperative principle when he refused to participate in a second interview and provide information relevant to the investigation. At the expedited penalty hearing, he took full responsibility for his actions and agreed he should be held accountable. Therefore, the assistant coach will be informed in writing by the NCAA that the panel prescribes a six-year show-cause order pursuant to NCAA Bylaw 19.9.5.5. The show cause period shall run from **August 17, 2018**, through **August 16, 2024**. Any member institution that employs the assistant coach during the term of the show-cause shall suspend him from all athletically related duties. If the assistant coach obtains employment or affiliation at another NCAA member institution during the show-cause period, the employing institution shall, within 30 days of hiring him, be required to contact the Office of Committee on Infractions (OCOI) to make arrangements to show cause why the suspension should not apply or notify the OCOI that it will abide by the show cause order and fulfill reporting requirements.

Additional Penalties for Level I Violations (Bylaw 19.9.7)

4. Public reprimand and censure.
5. 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

¹² ULM 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.

¹³ The fine must be calculated in accordance with Division I COI Internal Operating Procedures 4-16-2 and 4-16-2-1.

department personnel and all institution staff members with responsibility for NCAA recruiting and certification legislation;

- b. Submit a preliminary report to the OCOI by **October 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 **June 15** during each year of probation. Particular emphasis shall be placed on educating institutional staff regarding compliance with academic integrity policies and procedures;
 - d. Inform in writing men's basketball prospects that the institution is on probation for two years 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 basketball 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.
6. 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.

Notification of Regional Accrediting Agency

Pursuant to Bylaw 19.9.10, the NCAA president may forward a copy of the public infractions decision to the appropriate regional accrediting agency.

The COI advises ULM 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 ULM 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

Jody Conradt

Bobby Cremins

Thomas Hill

Jason Leonard

Dave Roberts, Chief Hearing Officer

APPENDIX ONE

UNIVERSITY OF LOUISIANA AT MONROE'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE MARCH 21, 2018, SUMMARY DISPOSITION REPORT

1. ULM immediately placed the assistant coach on administrative leave and subsequently terminated his employment.
2. ULM will no longer permit sports to maintain computer labs in their respective locker room or team area.

APPENDIX TWO
Bylaw Citations

Division I 2016-17 Manual

14.9.2.1 Student-Athlete. A student-athlete shall not be involved in:

(a) Academic misconduct involving a current or former institutional staff member or representative of athletics interests.

14.9.2.2 Institutional Staff Member or Representative of Athletics Interests. A current or former institutional staff member or a representative of an institution's athletics interests shall not be involved (with or without the knowledge of the student-athlete) in:

(a) Academic misconduct related to a student-athlete.

Division I 2017-18 Manual

10.01 General Principle.

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:

(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;

(c) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;

14.9.2.1 Student-Athlete. A student-athlete shall not be involved in:

(a) Academic misconduct involving a current or former institutional staff member or representative of athletics interests.

14.9.2.2 Institutional Staff Member or Representative of Athletics Interests. A current or former institutional staff member or a representative of an institution's athletics interests shall not be involved (with or without the knowledge of the student-athlete) in;

(a) Academic misconduct related to a student-athlete.

19.2.3 Responsibility to Cooperate. Current and former institutional staff members or prospective or enrolled student-athletes 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 infractions 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. Current and former institutional staff members or prospective or enrolled student-athletes 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.

19.2.3.2 Failure to Cooperate. Failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty. Institutional representatives and the involved individual may be requested to appear before a hearing panel of the Committee on Infractions at the time the allegation is considered.