



**UNIVERSITY OF TENNESSEE AT CHATTANOOGA**  
**PUBLIC INFRACTIONS DECISION**  
**MARCH 27, 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 decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case centered on a representative of the institution's athletics interests (booster) providing men's tennis student-athletes at the University of Tennessee at Chattanooga (UTC) with extra benefits.<sup>2</sup> The circumstances surrounding those violations also supported a head coach responsibility violation and UTC's failure to monitor. The panel concludes all violations are Level II.

Over four years, the booster provided 12 men's tennis student-athletes with extra benefits. From a monetary standpoint, the most significant benefits stemmed from a pipeline of student-athletes who lived with and rented rooms from the booster. These living arrangements included reduced-cost rent and use of automobiles. In addition, the booster treated student-athletes to meals on 11 occasions and provided transportation to an amusement park on one occasion.

Upon learning of these living arrangements, the head coach did not adequately follow up. He knew these student-athletes rented rooms from and drove automobiles owned by an individual he should have reasonably recognized as a booster. The head coach said he made a single call to the booster to see if his student-athletes were causing problems and forwarded some lease agreements to the compliance office, but he did not otherwise inquire about the permissibility of the arrangements or discuss them with the compliance office. While the head coach admitted that he should have done more, he contested that he failed to promote an atmosphere of compliance. To some extent, UTC's ineffective monitoring contributed to the head coach's failures. Regardless, the head coach observed potential areas of concern and did not adequately identify those concerns for compliance. As a result, he did not meet his head coach responsibility.

UTC agreed that it failed to monitor the student-athletes' housing arrangements. This failure enabled the impermissible arrangements to continue over a four-year period. As part of its compliance processes, UTC collected basic housing information for student-athletes living off-campus. Despite the pipeline of tennis student-athletes living at the booster's home, varying rental rates for the student-athletes living at the booster's home, and the unusual distance of the booster's

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

<sup>2</sup> A member of the Southern Conference, UTC has an approximate enrollment of 11,500 students. It sponsors eight women's and six men's sports. The institution had previous major infractions cases in 2010 (football and men's basketball) and 1966 (football).

home from campus (approximately 10 miles), UTC did not request follow-up information regarding the housing arrangements.

Because the violations predominated after October 30, 2012, the new penalty structure applies. The panel classifies this case as Level II-Standard for UTC and the head coach's violations as Level II-Mitigated. The panel accepts and prescribes two-years of probationary, a fine, scholarship reductions, a vacation of records, disassociation of the booster and an outside audit.

## **II. CASE HISTORY**

In May 2016, a confidential source informed UTC that members of the men's tennis team were receiving impermissible benefits from a booster. UTC immediately initiated an investigation and self-reported potential violations to the NCAA enforcement staff in fall 2016.<sup>3</sup> In early October 2016, the enforcement staff and UTC began a joint investigation.

On February 9, 2017, the enforcement staff provided UTC and the former head men's tennis coach (head coach) a draft notice of allegations (NOA). Later that month, both UTC and the head coach informed the enforcement staff they would like to proceed through summary disposition. On March 13, 2017, the enforcement staff provided the parties with a draft summary disposition report (SDR). The following month, the head coach's counsel contested that violations occurred. From April through June 2017, the parties continued to explore the viability of summary disposition but could not reach agreement. Consequently, the enforcement staff issued the NOA on July 18, 2017.

UTC and the head coach submitted their respective responses in October 2017. The enforcement staff submitted its written reply two months later. On December 13, 2017, and February 16, 2018, the enforcement staff submitted memoranda modifying the allegations. Specifically, the enforcement staff modified the time periods associated with the head coach responsibility and failure to monitor allegations. Additionally, the enforcement staff withdrew allegations involving former tennis student-athletes who had exhausted their eligibility and did not remain on athletics aid at the time they moved into the booster's home. On February 22, 2018, the panel conducted an infractions hearing.

## **III. FINDINGS OF FACT**

The conduct at issue in this case stems from the booster's involvement with the UTC men's tennis program and student-athletes—most significantly, the booster's role as landlord (and house-mate) for some of the student-athletes. The booster is a resident of Chattanooga, Tennessee, and is an avid fan, supporter and participant in the local tennis community. Her tennis activities ranged

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<sup>3</sup> UTC initiated its investigation at the conclusion of the spring 2016 semester. However, because many student-athletes already left campus during the summer 2016, UTC had to delay resolution until the fall semester.

from playing in local events to serving in various capacities on the board of a local tennis club. She operated as president of the club from December 2015 through October 2016.<sup>4</sup>

Through her involvement, the booster was known within the tennis community. The head coach acknowledged that he knew the booster since 2001, noticing her as someone who would occasionally come to UTC tennis matches. A few years later, in 2008, she participated in an off-campus fundraiser for the UTC men's and women's tennis programs. The head coach described the fundraiser as an event to meet and socialize with the men's and women's tennis teams. He did not specifically recall the booster attending the event. The booster paid a \$100 entry fee to play with student-athletes, which was divided evenly between the two teams. Although the booster never intended the money to go to support UTC athletics, she received a receipt for her donation and UTC placed her into its donor system. The head coach was not aware of her donation or the fact that she was added to the donor system.

Over the years, the booster remained involved in the local tennis community and housed, free of charge, several tennis players who were in town to play tournaments. None of the tennis players she hosted had any affiliation with UTC. That changed in 2012. In August 2012, a friend of the booster informed her that he had a friend, a UTC men's tennis student-athlete, who needed a place to stay.<sup>5</sup> Roughly 24 hours later, the student-athlete moved in.

The booster and the student-athlete discussed rent and settled on \$450 a month. According to the booster, the amount was a "fair" rental rate, but it reflected "a lower price than [sic] he would have been paying had he lived on campus." The student-athlete was the first in what would become a four-year pipeline of international men's tennis student-athletes who lived with and rented rooms from the booster. He also paid the most in rent.

In total, five additional current or former student-athletes rented rooms from the booster over the next four years. Only three of those five are applicable to this case.<sup>6</sup> Of these three student-athletes, none paid the original rate of \$450 a month. Two student-athletes paid \$300 a month. The third student-athlete, who lived with the booster over three consecutive summers, paid \$250 in 2014 and \$300 in 2015. During summer 2015, however, the third student-athlete was not able

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<sup>4</sup> Prior to spring 2015, UTC's men's tennis program would occasionally utilize the local club for practices and matches. Due to on-campus construction beginning in spring 2015, the men's tennis program used the local tennis club almost exclusively during the 2015-16 academic year.

<sup>5</sup> At the hearing, the head coach asserted that the booster also provided housing to non-UTC students but did not provide additional details. The head coach's untested assertion appears to derive from the booster's January 22, 2018, affidavit. The head coach submitted the affidavit as a supplemental response to the NOA. Outside of the booster's general statement that she "charged the same to non-UTC students that [she] knew," there is no additional information in the record that supports that other non-UTC students also rented rooms at similar rates from the booster. Further, the only name identified by the head coach during the hearing that may fit in this category was a former men's tennis student-athlete. That individual rented a room approximately 18 months after he exhausted his eligibility and graduated from UTC.

<sup>6</sup> As identified in Section II. Case History, the enforcement staff withdrew allegations related to two former student-athletes who had exhausted their eligibility and no longer remained on athletics aid. They are only mentioned in the facts to demonstrate the self-sustaining pipeline of the men's tennis program as potential tenants and house-mates for the booster.

to make some of the rent payments. As a result, the booster permitted him to repay his outstanding balance later and raised his summer 2016 rent to \$350.

In addition to the lower rent accommodations, the booster allowed the student-athletes to use her automobiles (which the booster described as her extra automobiles) to commute to and from campus and use locally. As the booster's home was ten miles from campus and none of the student-athletes owned automobiles, the booster said she permitted the four student-athletes who lived with her to use her automobiles free of charge. To use her extra vehicles, the booster imposed three conditions: she required a driver's license; she prohibited student-athletes from taking the automobiles out of town; and student-athletes were not permitted to transport passengers unknown to her. The booster added the student-athletes to her automobile insurance policy as secondary drivers. While the booster and the four student-athletes did not have a formal written agreement for the use of the automobiles, she eventually formalized an automobile-use agreement after UTC commenced its investigation. At that time, the booster and a student-athlete living with her created a written agreement for \$200 per month. When asked about the agreed-upon price, the booster described it as "the cheapest [car] that you could possibly rent." He was the first student-athlete to pay for automobile use.

The head coach was aware of his student-athletes' living arrangements, noting he was initially disappointed with the 10-mile distance his student-athletes lived from campus. He said that he generally learned where his student-athletes were living within a few days of their moving in with the booster. Likewise, he observed or heard that the student-athletes were driving the booster's automobile within a few weeks.<sup>7</sup>

By his own admission, the head coach conducted limited follow-up on these arrangements. He recalled placing one courtesy call to the booster but stated that the purpose of the call was to see if his student-athletes were being good house guests. After the first student-athlete moved in with the booster, he also asked the student-athlete to provide him with a copy of the lease so he could ensure it looked professional. He collected the second student-athlete's lease, as well. What he did next, however, is unclear. In his response and at the hearing, the head coach asserted that he provided the leases to the compliance office and asked them to let him know if there were any issues. The head coach had not previously identified these measures in either of his earlier interviews, even though he was specifically asked about the circumstances surrounding when he learned a student-athlete moved into the booster's home. At that time, the head coach indicated that he "never really got too much involved with the details" of off-campus housing and that the compliance office required student-athletes to submit information through online compliance software. In his second interview, the head coach also explicitly stated that he never had any concern the landlord was a booster and never asked anyone at UTC about her status. Regarding the leases themselves, UTC acknowledged that it received them during the investigation but could not identify if the head coach had also provided the leases earlier.

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<sup>7</sup> The head coach did not know one of the three student-athletes drove the booster's automobiles. He believed that student-athlete purchased and used a motorcycle.

The head coach took a similar limited approach to the student-athletes' use of vehicles. Once he learned the first student-athlete was driving the booster's automobile, he asked the student-athlete about it. The first student-athlete informed the head coach that he had an oral contract for using the vehicle. The head coach assumed the automobile arrangement was acceptable and never conducted any additional follow up, nor did he inform compliance. At the hearing, the head coach admitted that in retrospect he should have asked more questions regarding his student-athletes' arrangements.

Although the head coach admitted he should have done more with respect to his student-athletes' living and vehicle arrangements, he was, at least part of the time, incapable of inquiring further. By his own disclosure, the head coach was away from campus on some form of medical leave during most of the spring 2016 semester. During that time, UTC appointed a senior student-athlete as the acting coach of the program. From an institutional perspective, a sport administrator oversaw the men's tennis program and traveled with the team. UTC entrusted the senior student-athlete to run practices, help with lineups and coach matches.

Notwithstanding his time away from his program, the head coach identified proactive compliance efforts over his 22-year coaching career. When asked about his specific efforts, the head coach indicated that he wanted to run a clean program and that he wanted to do things the right way. He prioritized graduation rates and academic success, took pride in well-documented paperwork, attended compliance meetings and educated his student-athletes on important legislation. Among other examples, he specifically identified passing on legislation to his team at the beginning or end of practice. Similarly, he made sure that student-athletes were aware of tennis-specific rules prior to leaving for the summer. At the hearing, UTC's current compliance officer also praised the head coach's efforts.<sup>8</sup> He stated that he always submitted his paperwork on time, was the first one at compliance meetings and that compliance never had an issue with the head coach trying to break the rules. In short, UTC's compliance officer said the head coach was "one of the best" and he wished all coaches were more like him with respect to recruiting and turning in timely paperwork.

Regarding its own compliance efforts, UTC admitted that those efforts fell short. UTC acknowledged that it failed to inquire about and discover the living arrangements of the men's tennis student-athletes. Between 2011 and 2015, UTC had a system for student-athletes to submit their living arrangements to compliance. Student-athletes filled out housing forms that identified the rental address, rental price, roommates and lease dates.<sup>9</sup> The information on the forms identified that these men's student-athletes lived further from campus than most students, paid varying amounts of rent and their rental payments were significantly less when compared to those logged for other off-campus rentals. Despite this information, UTC did not ask the student-athletes about their arrangements or attempt to find out more information regarding where they were or

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<sup>8</sup> UTC acknowledged that it had several compliance officers during the head coach's time at the institution.

<sup>9</sup> It is unclear whether the forms also included the landlord's name and contact information. Because UTC switched compliance software systems in fall 2015, it no longer had free access to its earlier forms. The previous software company charged \$1,000 for accessing the older forms. UTC opted not to incur the expense.

from whom they were renting. As a result, a four-year pipeline of men's tennis student-athletes lived with and rented rooms from the booster and drove her automobiles free of charge.

The booster's involvement with the men's tennis team did not end with her role as a landlord and house-mate. On eight different occasions she treated a total of 11 men's tennis student-athletes to meals (some student-athletes receiving multiple meals). These meals typically took place after the opening tennis tournament or after a senior played his last match. In addition, on one occasion, the booster provided three student-athletes with transportation free of charge to an amusement park during spring break 2014. The booster drove the three student-athletes from campus to the amusement park (120 miles), and then drove two of those student-athletes back to campus. The third student-athlete made other arrangements for transportation home.

#### **IV. ANALYSIS**

The violations in this case fall into three areas: (A) the booster's provision of extra benefits to men's tennis student-athletes; (B) the head coach's failure to promote an atmosphere of compliance; and (C) UTC's failure to monitor men's tennis student-athletes' housing arrangements. The panel concludes that all of the violations are Level II.

##### **A. EXTRA BENEFITS [NCAA Division I Manual Bylaws 16.11.2.1 (2012-13 through 2016-17); 16.11.2.3-(c) (2012-13);<sup>10</sup> 16.11.1.5 and 16.11.2.2-(a) (2014-15 and 2015-16); 16.11.2.2-(c) (2014-15 through 2016-17); and 16.11.2.2-(d) (2013-14)]**

UTC and the enforcement staff agreed that over several years, the booster provided impermissible benefits to men's tennis student-athletes. The benefits stemmed from the four-year pipeline of men's student-athletes living with and renting from the booster. The benefits primarily involved reduced-cost housing and the use of automobiles free of charge. They also included meals free of charge on several occasions and transportation free of charge on one occasion. Although the parties valued the benefits differently, they agreed that the violations were Level II. The panel concludes Level II violations occurred.

##### **1. NCAA legislation relating to extra benefits.**

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

##### **2. For four years, the booster provided 12 tennis student-athletes with extra benefits that varied from reduced-cost housing, free use of automobiles, multiple meals and transportation.**

From August 2012 through August 2016, the booster had a pipeline of men's tennis student-athletes who rented rooms from her. Through these relationships, she interacted with the men's tennis program over four years, resulting in several impermissible benefits. During this time, she: rented

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<sup>10</sup> On August 1, 2013, and during the period of Violation No. 1, Bylaw 16.11.2.3 changed to 16.11.2.2.

rooms to student-athletes at reduced rates; provided the use of her automobiles free of charge; treated student-athletes to free meals on several occasions; and drove student-athletes free of charge to an amusement park 120 miles away. The reduced-cost and free benefits violated Bylaw 16.

Bylaw 16 governs awards, benefits and expenses. Bylaw 16.11.2.1 defines an extra benefit as any special arrangement by an institutional employee or booster to provide a student-athlete or their family or friends with a benefit not expressly authorized by NCAA legislation. A loan of money, use of an automobile and transportation are specifically identified as extra benefits under Bylaw 16.11.2.2. Meals are not expressly prohibited but are only permissible in limited circumstances. Specifically, Bylaw 16.11.1.5 permits boosters to provide occasional meals on infrequent and special occasions, but the meals must be provided at an individual's home, on campus or at a location regularly used for competition. Boosters may not provide meals at a restaurant.

The booster developed and maintained relationships within the men's tennis program that resulted in her providing 12 student-athletes with extra benefits. The student-athletes were either current student-athletes or student-athletes who had recently exhausted their eligibility and remained on athletics aid to finish their degree. The most significant impermissible benefits involved reduced-cost housing for three student-athletes and the free use of the booster's extra automobiles for four student-athletes.<sup>11</sup> Further, when one of the student-athletes could not make his reduced-cost payments, the booster permitted him to repay her later, essentially providing him with a loan. Over those four years, she also provided 11 student-athletes, three of whom rented from her, with occasional free meals. The meals usually followed the first tournament of the season or a senior student-athlete's final match. Finally, during UTC's 2014 spring break, men's tennis student-athletes invited the booster to come with them to an amusement park about 120 miles away. She agreed and drove two student-athletes there and back. A third student-athlete also rode to the amusement park with them but returned to campus separately. None of the student-athletes paid the booster for the ride.

The booster provided the men's tennis student-athletes with benefits that are not expressly permitted under NCAA rules. In fact, three of the activities are expressly prohibited under Bylaw 16.11.2.2-(a), (c) and (d) (i.e., a loan, use of an automobile and transportation). Likewise, the reduced-cost housing was a special arrangement that was not expressly authorized and not generally available. Outside of a general statement from the booster that she also rented rooms to non-UTC students, there is no information supporting that individuals other than the pipeline of men's tennis student-athletes or former men's tennis student-athletes rented from the booster. The housing arrangements violated Bylaw 16.11.2.1.

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<sup>11</sup> The enforcement staff did not include the first student-athlete who lived with the booster in the housing allegations. Because he presumably negotiated a fair rental rate with the booster of \$450 per month, the enforcement staff used that price as the fair market rental value. The student-athlete was included in the automobile allegations. Like the other student-athletes, he received use of the booster's automobiles at no charge and it was not until after the investigation began that the booster formalized a rental agreement for the use of automobiles at \$200 per month. UTC arrived at different valuations for both the housing and automobile-use fair market value. In light of these differences, UTC conceded that Level II violations occurred.

The COI has recently considered a number of cost-free or reduced cost housing, meals and transportation cases. Although recent cases have generally involved prospects and Bylaw 13, the same principles apply with the violations in this case. *See Monmouth University (2017)* (concluding that Level II violations occurred when a prospect received housing, transportation and meals); *University of South Florida (2017)* (concluding that Level II violations occurred when an assistant coach arranged for two prospects to receive free housing, meals and transportation); and *Grambling State University (2017)* (concluding that Level II violations occurred when an assistant coach, booster and others affiliated with the track program provided a prospect with housing, transportation, cash and meals). Like those cases, the booster's provision of reduced-cost housing, automobiles free of charge, meals free of charge, and transportation free of charge violated NCAA legislation.

Consistent with those cases, UTC and the enforcement staff agreed that these violations were Level II. Although the parties valued the impermissible benefits differently, they agreed that the differences were likely inconsequential. The panel agrees. The facts demonstrate that under either violation student-athletes received a substantial impermissible benefit. Therefore, pursuant to Bylaw 19.1.2, and consistent with *Monmouth*, *South Florida* and *Grambling State*, the panel concludes that the violations are Level II.

**B. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaws 11.1.2.1 (August 1, 2012 through October 29, 2012)<sup>12</sup> and 11.1.1.1 (October 30, 2012 through 2015-16)]**

The head coach failed to promote an atmosphere of compliance in his program. UTC and the enforcement staff substantially agreed to the facts and that the violation occurred. The former head coach disputed the allegation. The panel concludes a Level II violation occurred.

**1. NCAA legislation relating to head coach responsibility.**

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

**2. For three-and-one-half years, the head coach failed to promote an atmosphere of compliance when he knew his student-athletes rented rooms and drove automobiles of the booster, a tennis fan who occasionally attended UTC's tennis matches, and assumed the arrangements were permissible.**

From September 2012 through December 2015, the head coach failed to meet his head coach responsibility.<sup>13</sup> He is presumed responsible for the extra benefit violations that occurred in his program. Despite having several opportunities to identify potential areas of concern or seek

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<sup>12</sup> On October 30, 2012, Bylaw 11.1.2.1 changed to 11.1.1.1.

<sup>13</sup> The enforcement staff originally alleged that the head coach failed to meet his head coach responsibility from August 2012 through May 2016. The COI disagrees. The head coach identified that he was on some form of medical leave for most of the spring 2016 semester. Accordingly, the COI will not include the period of time when he was on medical leave in the violation.

additional guidance from compliance on his student-athletes' off-campus arrangements, the head coach did not. As a result, he failed to rebut that presumption. His conduct violated Bylaw 11.

Bylaw 11 governs the conduct and ethics of athletics personnel. Bylaw 11.1.1.1 establishes an affirmative duty on head coaches to promote an atmosphere of rules compliance. Specifically, head coaches are presumed responsible for violations in their program but may rebut this presumption by demonstrating they promoted an atmosphere of compliance and monitored their direct and indirect reports.<sup>14</sup>

The head coach did not sufficiently rebut his presumed responsibility related to his student-athletes' housing and automobile arrangements. The scope of the head coach's failure was narrow but significant. By his own admission, the head coach was familiar with the booster. He knew who she was and knew that she attended some of his program's matches but never identified her arrangements with his student-athletes as red flags. Despite his familiarity, he also never consulted compliance about the booster or her involvement with his student-athletes. The head coach had multiple opportunities to do so over roughly three-and-one-half years.

First, the head coach learned that his student-athletes were living with the booster roughly 10 miles from campus. To his credit, the head coach requested lease agreements. But he only reviewed them to make sure they were professional. It is unclear when he provided these leases to UTC's compliance office, but even accepting that the head coach immediately provided them to compliance, he fell short of his responsibilities. The head coach handed them over without any context. According to the head coach, he only asked compliance to let him know if there were any issues. He did not identify any concern that his student-athletes were renting from a known fan of the program or in the distance they lived from campus.

The head coach also failed to identify and inform compliance about his student-athletes' use of the booster's automobiles. Shortly after the first student-athlete moved in with the booster, the head coach learned he was driving the booster's automobiles. To the head coach's credit, he asked the student-athlete about his use of the automobile. The student-athlete told him he had an oral agreement. Satisfied, the head coach did not inquire further or inform compliance. Later, three more student-athletes used the booster's automobiles free of charge.

In part, because the head coach failed to identify and address these potential issues, the pipeline of men's tennis student-athletes as housemates and tenants for the booster continued for three more years. The panel appreciates the head coach's 22-year commitment to serving student-athletes, prioritizing academic success, diligently filling out paperwork, attending on-campus compliance meetings and sharing applicable legislation with his student-athletes. However, the head coach admitted that he took a hands-off approach with respect to his student-athletes' off-campus arrangements. He presumed that if there were any issues, compliance would let him know. The head coach's assumption was misguided. Compliance is an ongoing, shared responsibility and

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<sup>14</sup> As it relates to this case, the head coach did not have any direct or indirect reports. Therefore, only the promotion prong was applicable to this case.

coaches—particularly head coaches—are vital for assuring compliance within sport programs. The head coach mistakenly presumed the first student-athlete's arrangements complied with NCAA legislation and he repeated this mistake with three more of his student-athletes in the years to come. In that regard, he failed to promote an atmosphere of compliance with respect to their housing and automobile arrangements.

The COI has regularly concluded head coach responsibility violations occur when the coach makes his own uninformed determination without consulting the compliance staff. *See Ohio State University* (2017) (concluding that a head coach failed to rebut his presumed responsibility when he was aware that a prospect was on campus but failed to notify the compliance office or take appropriate steps to ensure the prospect's living arrangements complied with NCAA legislation); *Monmouth* (concluding that a former head coach failed to consult compliance when he assumed that a prospect obtained a visa in time for enrollment and then arranged for, among other things, the prospect's cost-free living arrangements); *Grambling State* (concluding a head coach violated head coach responsibility legislation and that had he inquired about the permissibility of the living arrangement of the prospect that arrived early, she would have learned of the recruiting inducements violation); *University of Hawaii at Manoa* (2015) (concluding a former head coach violated head coach responsibility legislation when he determined an extra benefits violation did not occur without consulting the compliance staff); and *University of Miami* (2013) (concluding a former head coach violated head coach responsibility legislation when he did not inquire and report all compliance concerns, questions or violations). Like these cases, the head coach did not identify the potential issues surrounding his student-athletes' living and automobile arrangements. Accordingly, the former head coach violated Bylaw 11.1.1.1.

The head coach's actions are distinguishable from those of a recent previous head coach who the COI concluded rebutted his presumed responsibility. In *Pacific University* (2017), the former head baseball coach demonstrated a career of compliant behavior and proactive communication with compliance. Specifically, over the former head coach's 12-year career he was very engaged with compliance and frequently asked questions. Further, he followed proper procedures by seeking input and approval from the athletics staff member assigned to compliance before acting. The violation at issue resulted from a legitimate misunderstanding between the two. The COI concluded the head coach rebutted his presumed responsibility because he demonstrated he promoted an atmosphere of compliance. *See also Wichita State University* (2015) (concluding that a head coach did not fail to monitor his long-time administrative assistant for failing to ask follow-up questions on one occasion). Similar to *Pacific*, the head coach demonstrated a history of compliance in his program. Unlike *Pacific*, however, the head coach did not demonstrate that he identified an issue and clearly brought it to compliance's attention. As a result, his hands-off approach contributed to four years of violations relating to housing and automobile use.

Pursuant to Bylaw 19.1.2-(e), this is a Level II violation because it resulted from underlying Level II violations. The COI has regularly concluded a Level II head coach responsibility violation is appropriate where the underlying violations, including recruiting inducements violations, are Level II. *See Ohio State* (concluding the Level II head coach responsibility violation derived from

the underlying Level II violations). The Level II housing and automobile violations support a Level II head coach responsibility violation.

**C. UTC's FAILURE TO MONITOR [NCAA Division I Manual Constitution 2.8.1 (2012-13 through 2015-16)]**

For several years, UTC failed to monitor its men's tennis student-athletes' housing arrangements. UTC and the enforcement staff substantially agreed to the facts and that the violation occurred. The panel concludes a Level II violation occurred.

**1. NCAA legislation relating to the institution's responsibility to monitor.**

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

**2. For over three years, UTC failed to identify and follow up on multiple men's tennis student-athletes' impermissible housing arrangements.**

From January 2013 through May 2016, UTC failed to identify issues with men's tennis student-athletes' housing arrangements. Despite having processes in place, UTC did not identify the varying rates or the distance from campus men's tennis student-athletes were living as potential issues. As a result, the living arrangements went unchecked and reduced-cost housing arrangements went undetected for over three years. In failing to monitor, UTC violated Constitution 2.8.1.

Constitution 2 sets forth core principles for institutions conducting intercollegiate athletics programs. Constitution 2.8.1 requires an institution to abide by all rules and regulations, monitor compliance and report instances of noncompliance.

UTC agreed that it failed to monitor the men's tennis student-athletes' housing arrangements. The institution had a process by which student-athletes identified their living arrangements. According to UTC, this included their address and the amount of their rent.<sup>15</sup> Despite this accessible information, UTC did not identify the home's lengthy distance from campus in which the student-athletes lived or the lower-than-normal (and fluctuating) rental rates as potential issues. As a result, UTC perpetuated the pipeline of student-athletes who lived with and rented rooms from the booster at discounted rates. By not identifying and following up on the arrangements, UTC fell short of its monitoring responsibilities and violated Constitution 2.8.1.

UTC's failure to monitor violation aligns with the COI's most recent decided case where an institution did not identify impermissible housing, transportation and meal violations. *See Monmouth* (concluding that the institution failed to monitor its men's tennis program when, among

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<sup>15</sup> It may have also included additional details like landlord and contact information, but UTC opted not to spend \$1,000 to recover past years' housing forms from fall 2011 through August 2015.

other violations, a non-enrolled prospect lived with current student-athletes, practiced with the team and received cost-free inducements). Like *Monmouth*, UTC failed to monitor housing issues in its men's tennis program.

Pursuant to Bylaw 19.1.2-(b), failure to monitor violations are presumed Level II. In addition, UTC's failure to monitor violation derives from underlying Level II extra benefit violations. See *Monmouth* (concluding that Monmouth committed a Level II failure to monitor violation that resulted in Level II recruiting and inducement violations). Accordingly, the panel concludes UTC's failure to monitor is a Level II violation.

In reaching its conclusions, the panel explored how Constitution 2 and Bylaw 16 applied to student-athletes who had exhausted their eligibility. Previously, the COI noted that it is concerned with the challenges associated with requiring institutions to monitor student-athletes who have exhausted their eligibility. See *New Hampshire* (2015). In *New Hampshire*, and in the present matter, the enforcement staff relied on the January 6, 1989, Official Interpretation, which prohibits boosters from providing cash and gifts to student-athletes who have exhausted their eligibility for both underlying and monitoring violations. The panel agrees circumstances may exist where this type of application protects against threats to the collegiate model (i.e., promises for later gifts or payments from boosters during a prospect's recruitment or during a student-athlete's playing career). In those circumstances, violations are undoubtedly appropriate. However, almost thirty years have passed since publication of the Official Interpretation and during that time the collegiate landscape has changed. Accordingly, the blanket application of extra benefits legislation to student-athletes who have exhausted their eligibility may be ripe for review for both underlying conduct and member institutions' monitoring responsibilities.<sup>16</sup>

Nonetheless, because the parties agreed with the applicable timeframe of the failure to monitor violation, the panel accepts those agreements. Additionally, only two of the student-athletes received impermissible housing and automobile arrangements after they had exhausted their eligibility. The first began living with the booster as a current student-athlete and continued after he had exhausted his eligibility. The second moved in approximately two months after he exhausted his eligibility. Both remained enrolled at UTC and continued to receive athletics aid while finishing their degrees. Further, the second student-athlete who lived with the booster after he had exhausted his eligibility moved into the booster's home three years after the first tennis student-athlete began living with the booster. Had UTC identified the arrangement earlier, it could have prevented the impermissible arrangements.

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<sup>16</sup> The panel also reviewed the September 6, 2001, Official Interpretation, which permits former student-athletes to receive nominal benefits on an occasional basis from a booster or staff member as long as the institution is not recruiting a relative of the former student-athlete. Although more recent and informative, this interpretation is also dated.

## **V. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the panel concludes this case involved Level II 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 a substantial or extensive recruiting advantage, including violations that involve more than a minimal but less than a substantial or extensive impermissible benefit.

Pursuant to Bylaw 19.9.1, the panel prescribes penalties under the current penalty structure because the violations in this case predominated 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.<sup>17</sup>

The panel determined the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level II-Standard for UTC and Level II-Mitigated for the head coach's violations.

### **Aggravating Factors for UTC**

19.9.3-(g): Multiple Level II violations

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violations or related wrongful conduct; and

19.9.3-(i): One or more violations caused significant ineligibility to a student-athlete.

### **Mitigating Factors for UTC**

19.9.4-(b): Prompt acknowledgement of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties;

19.9.4-(c): Affirmative steps to expedite final resolution of the matter; and

19.9.4-(d): An established history of self-reporting Level III or secondary violations.

UTC also proposed four additional mitigating factors: (1) *Bylaw 19.9.4-(e) Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional control standards*; (2) *Bylaw 19.9.4-(f) Exemplary cooperation*; (3) *Bylaw 19.9.4-(g) The violations were unintentional, limited in scope and represent a deviation from otherwise compliant practices*; and (4) *Bylaw 19.9.4-(i) Other factors* as potential mitigating factors. The panel does not determine that any of the four apply.

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<sup>17</sup> The membership recently expanded the ranges in the penalty guidelines relating 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.

With respect to Bylaw 19.9.4-(e), the COI has consistently determined that the system of compliance must be in place at the time the violations occurred and should lead to the detection of the violations. *See Rutgers University* (2017) and *University of Missouri, Columbia* (2016). UTC had a housing system in place to identify potential issues. It did not work. UTC had the information but did not identify it as problematic, permitting the violations to occur for four years. The panel acknowledges the recent improvements in place today but does not determine that the mitigating factor applies.

Regarding Bylaw 19.9.4-(f), the panel believes UTC met its obligations under Bylaw 19. UTC's cooperation, however, did not rise to exemplary. To support its position, UTC asserts that it expended extraordinary institutional resources and time to expedite the collection of information and points to the robust valuation calculations for housing and automobile. While those calculations undoubtedly took time and effort, UTC acknowledged at the hearing that the valuation was likely inconsequential to the panel's overall analysis. To the contrary, UTC did have an opportunity to expend additional resources to obtain unknown information. Because UTC switched compliance software vendors, it no longer had access to its old housing forms. To obtain those forms, UTC would have had to pay \$1,000. The forms would have confirmed whether student-athletes identified the booster's name and contact information. During the investigation, UTC determined the costs were excessive. UTC's efforts did not rise to the high standard required for exemplary cooperation. *See University of Northern Colorado* (2017) (concluding that exemplary cooperation applied when an institution searched coaches' offices inventoried the items found, imaged computer drives and email accounts and obtained its student-athletes' coursework submitted to other institutions when investigating potential academic violations) and *Oklahoma State University* (2015) (concluding that exemplary cooperation applied when, over the course of 11 months, Oklahoma State assisted the enforcement staff in reviewing over 50,000 emails and other records and conducting approximately 90 interviews). The factor does not apply in this case.

UTC also claimed Bylaw 19.9.4-(g) should apply because the facts do not support the typical failure to monitor scenario. The panel disagrees. As identified in Section IV.C.2, UTC had information related to the housing arrangements and did not follow-up on that information. While UTC did not intend for violations to occur, the four-year span of violations does not support that the extra benefit and failure to monitor violations were limited in scope.

Finally, UTC believed Bylaw 19.9.4-(i) applies because the case did not involve a recruiting or competitive advantage, some of the student-athletes who received benefits had exhausted their eligibility and the booster was not your typical booster. The panel also disagrees that this mitigator applies. Although the violations did not involve a recruiting advantage, it did involve a competitive advantage because UTC permitted ineligible student-athletes to compete over four years without going through reinstatement. Likewise, it involved student-athletes' receipt of significant impermissible benefits. The panel remains concerned over the application of extra benefits legislation to student-athletes who have exhausted their eligibility, but that potential issue is best addressed by the NCAA membership through legislation or official guidance rather than through a mitigating factor. Further, the panel acknowledges the booster's characteristics.

However, UTC acknowledged she was placed into the institution's donor system and received a gift receipt from the institution. None of the other factors rise to a mitigating factor.

### **Aggravating Factors for the Former Head Coach**

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

### **Mitigating Factors for the Former Head Coach**

19.9.4-(b): Prompt acknowledgement of the violation and acceptance of responsibility; and

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations committed by the former head coach.

The enforcement staff originally identified Bylaw 19.9.4-(b) as a mitigating factor for the head coach but withdrew it after he did not agree with the violations as framed in the draft SDR. While the head coach contested the violations, he repeatedly acknowledged his shortcomings related to his student-athletes' housing and automobile arrangements. He further accepted responsibility for not asking additional follow-up questions. Given the head coach's candor, the panel determines the mitigating factor applies.

After considering and weighing the mitigating factors, the panel classifies the head coach's violations as Level II-Mitigated. For Level II-Mitigated violations, the penalty guidelines identify a range of zero to ten percent of the season suspension. When considering appropriate penalties, the panel considered all of the facts of and circumstances of this case, including the fact that some of UTC's inadequate compliance systems and monitoring that contributed to the head coach's violation, the head coach's overall compliance experience and record, and the head coach's candor in responding to the panel's questions. Based on this and consistent with the ranges of the penalty guidelines ranges, the panel does not prescribe a suspension.

All of the penalties prescribed in this case are independent and supplemental to any action the NCAA Division I Committee on Academics has taken or may take through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered UTC's cooperation in all parts of this case and determines it was consistent with UTC's obligation under Bylaw 19.2.3. The panel also considered UTC's corrective actions, which are contained in Appendix One. The panel prescribes the following penalties (self-imposed penalties are so noted):

### **Core Penalties for Level II-Standard Violations (Bylaw 19.9.5)**

1. Probation: Two years of probation from March 27, 2018, through March 26 2020.<sup>18</sup>
2. Financial penalty: UTC shall pay a \$5,000 fine.<sup>19</sup>
3. Scholarship reductions: UTC reduced men's tennis equivalencies by five percent for the 2017-18 academic year. (Self-imposed.)

### **Additional Penalties for Level II-Mitigated Violations (Bylaw 19.9.7)**

4. Public reprimand and censure.
5. Disassociation: UTC will permanently ban the booster from renting housing or automobiles to any of UTC's student-athletes.<sup>20</sup> Similarly, UTC will disassociate the booster for a period of four years. The terms of the disassociation are as follows:
  - a. Prohibition from access to complimentary tickets, including but not limited to, the following sources: current student-athletes coaches, current ticket holders or alumni members;
  - b. Prohibition from purchasing season tickets from the institution for any athletics events;
  - c. Prohibition from any contact between the booster and any student-athletes;
  - d. Prohibition from any contact between the booster and any coaching staff members or other administrative members;
  - e. Prohibition from attendance at any practice or competition of any athletics contest on the institution's campus; and
  - f. Prohibition from making any financial or gift in-kind contribution for support of the institution's athletics programs. (Self-imposed.)
6. Vacation of Records: The institution acknowledged that ineligible student-athletes competed after receiving impermissible benefits and prior to going through the student-athlete reinstatement process. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3, the institution shall vacate all regular season and conference tournament records and participation in which

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<sup>18</sup> UTC proposed a one-year probationary period. UTC's based its proposed penalty on ranges for Level II-Mitigated cases. The panel classifies the case as Level II-Standard, which involves a 2 to 4-year probation range. Accordingly, the panel prescribes a two-year probationary period, which will permit the COI to monitor the continued enhancements to UTC's monitoring processes.

<sup>19</sup> UTC proposed a \$5,000 fine to be retained for compliance initiatives. In two limited circumstances, the COI has prescribed the retention of fine monies for compliance initiatives. See *Alcorn State University* (2016) and *Florida A&M* (2015). So as not to entangle the COI in how institutions allocate and track funds, the COI has adopted a consistent practice requiring all monies be paid to the NCAA after those cases were decided. Fine monies go to support student-athletes.

<sup>20</sup> Pursuant to Division I COI Internal Operating Procedure (IOP) 5-15-5, the COI limits the applications of disassociation penalties to ten years. This limit does not prohibit institutions from self-imposing longer periods of disassociation. The COI will consider those restrictions institutional decisions, separate and apart from COI decisions.

the ineligible student-athletes detailed in Violation No. 1 competed from the time they became ineligible through the time they were reinstated as eligible for competition.<sup>21</sup> (Self-imposed.) This order of vacation includes all regular season competition and conference tournaments. Further, if any of the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding its athletics programs, as well as the records of head coaches, shall reflect the vacated records and shall be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach 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 toward specific honors or victory "milestones" such as 100<sup>th</sup>, 200<sup>th</sup> or 500<sup>th</sup> career victories. Any public reference to the vacated contests shall be removed from the athletics department stationary, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in these sports shall be returned to the Association.

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

7. UTC shall require mandatory attendance at NCAA Regional Rules Seminars during the period of probation for all full-time athletics compliance staff members. Full-time athletics staff members shall certify in writing which sessions of the seminar she/he attended.<sup>22</sup> (Self-

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<sup>21</sup> COI IOP 5-15-4 states that a vacation penalty is particularly appropriate when cases involve ineligible competition and a failure to monitor violation. The COI has routinely prescribed a vacation of records in cases that involved student-athletes competing when they failed to meet amateurism and eligibility requirements and the institution failed to monitor. See *Monmouth*; *Grambling State University*; *Mississippi Valley State University* (2017); *Alcorn State University* (2016); *Campbell University* (2016); and *Samford University* (2016).

<sup>22</sup> UTC self-imposed required attendance at Regional Rules Seminars for the period of probation, which it proposed as a one-year period. The panel prescribed a two-year period. Therefore, the panel extends UTC's proposal of required Regional Rules Seminars attendance for an additional year.

imposed.) UTC shall identify the individuals and the sessions they attended in their annual compliance reports.

8. Within the next six months, UTC's athletics department shall undergo a comprehensive compliance review by an outside agency with athletics compliance expertise. The results of this compliance review shall be included in UTC's first annual compliance report, and any recommendations made as a result of this compliance review shall be implemented as soon as possible, but not later than the conclusion of the probationary period.<sup>23</sup>
9. During this period of probation, UTC shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for ensuring compliance with NCAA legislation on impermissible recruiting inducements, practice prior to enrollment, improper financial aid and extra benefits;
  - b. Submit a preliminary report to the OCOI by May 15, 2018, setting forth a schedule for establishing this compliance and educational program;
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by February 1 during each year of probation. Particular emphasis shall be placed on the UTC's monitoring of student-athletes' housing arrangements. To demonstrate those efforts, UTC shall include its written policies and procedures for housing international student-athletes;
  - d. Inform prospects in the men's tennis program in writing that UTC is on probation for two years and detail the violations committed. If a prospect 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 an NLI; 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 program and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for the involved sport. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospective student-athletes and their families) to make informed,

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<sup>23</sup> UTC self-imposed the commission of an external athletics compliance audit to be completed during the probationary period and the implementation of recommendations within a timely fashion. The panel accepts this measure but narrows the timetable to be completed during the probationary period when the COI is actively monitoring UTC's compliance efforts.

knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

10. Following the receipt of the final compliance report and prior to the conclusion of probation, UTC's president shall provide a letter to the COI affirming that UTC's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises UTC that it should take every precaution to ensure that it observes the terms of the penalties. The COI will monitor the penalties during their effective periods. Any action by UTC contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending UTC's probationary period, prescribing more severe penalties or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Michael Adams

William Bock, III

Thomas Hill

Joel Maturi

Joyce McConnell

Sankar Suryanarayan, Chief Hearing Officer

**APPENDIX ONE**

**CORRECTIVE ACTIONS AS IDENTIFIED IN UTC'S OCTOBER 16, 2018, RESPONSE  
TO THE NOTICE OF ALLEGATIONS**

UTC identified the following corrective actions, including thorough explanation of each totaling approximately five pages. For brevity, the panel only reproduces the identified corrective action and the first explanatory sentence.

1. **Increased compliance office staffing:** The institution increased the budget of the athletics compliance office to add a full-time assistant director of compliance position.
2. **Hiring new head men's tennis coach with 28 years of NCAA Division I head coaching experience:** In July 2017, after a nationwide search, the institution hired a new head coach.
3. **Enhanced athletics compliance monitoring systems [new athletics compliance software]:** The institution has continued to enhance its athletics compliance monitoring programs by implementing a more comprehensive system to provide greater monitoring of student-athletes staying off-campus.
4. **Enhanced athletics compliance policies and procedures:** The institution enhanced its existing written procedures for monitoring student-athletes housing and vehicle automobile use.
5. **Enhanced athletics compliance rules-education efforts:** While the institution provides a comprehensive athletics compliance education program, including at the time these violations occurred, it is using this case as an opportunity to increase awareness of the importance of athletics compliance to all campus constituencies, including athletics department staff members and coaches, student-athletes, administrators outside of athletics who interface with athletics compliance issues, and representatives of the institutions athletics interest.
6. **Sport oversight:** The associate athletics director for compliance, has been assigned to have sport oversight for the men's tennis program to directly assist the director of tennis and the head men's tennis coach with the program's compliance efforts.
7. **Attendance at the National Association for Athletics Compliance Annual Conference:** The institution shall require mandatory attendance at the National Association for Athletics Compliance conference during the period of probation for the associate athletics director for compliance or his or her appropriate designee.<sup>24</sup>

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<sup>24</sup> The institution identified this corrective measure under the assumption that the probationary period would be limited to a one-year period. The panel identifies this measure as a corrective action and not a penalty. Therefore, the panel defers to the institution on whether it decides to extend the required attendance to two years.

8. **Student-athlete input and reporting:** The institution will ensure all student-athlete exit interviews or exit surveys include questions relating to the receipt of impermissible benefits and the quality of athletics compliance rules-education programming during their time at the institution.

**APPENDIX TWO**  
**Constitution and Bylaw Citations**

**Division I 2011-12 Manual**

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

**Division I 2012-13 Manual**

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

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

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

(c) An automobile or the use of an automobile;

**Division I 2013-14 Manual**

**11.1.1.1 Responsibility of Head Coach.** 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 shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all assistant coaches and administrators involved with the program who report, directly or indirectly, to the coach.

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

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

- (d) Transportation (e.g., a ride home with a coach), except as permitted in Bylaw 16.9.1, even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense;

### **Division I 2014-15 Manual**

**11.1.1.1 Responsibility of Head Coach.** 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 shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all assistant coaches and administrators involved with the program who report, directly or indirectly, to the coach. (

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

- (a) The meal may only be provided in an individual's home, on campus or at a facility that is regularly used for home competition and may be catered; and
- (b) A representative of the institution's athletics interests may provide reasonable local transportation to student-athletes to attend the meal function only if the meal function is at the home of that representative.

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

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

- (a) A loan of money;
- (c) An automobile or the use of an automobile;

### **Division I 2015-16 Manual**

**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.

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

**16.11.2.1 General Rule. [A]** The student-athlete shall not receive any extra benefit. The term “extra benefit” refers to any special arrangement by an institutional employee or representative of the institution’s athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

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

- (a) A loan of money;
- (c) An automobile or the use of an automobile;

**Division I 2016-17 Manual**

**16.11.2.1 General Rule. [A]** The student-athlete shall not receive any extra benefit. The term “extra benefit” refers to any special arrangement by an institutional employee or representative of the institution’s athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

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

- (c) An automobile or the use of an automobile