



**PRAIRIE VIEW A&M UNIVERSITY**  
**PUBLIC INFRACTIONS DECISION**  
**November 21, 2017**

## **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 the public. The COI is charged with deciding infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved the men's basketball program at Prairie View A&M University.<sup>2</sup> It centered on an arrangement for an impermissible benefit made by a former assistant men's basketball coach on behalf of a student-athlete. Additionally, the head men's basketball coach failed to promote an atmosphere of compliance and monitor his staff, thus violating his responsibility as a head coach. 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 accepted Prairie View's suggested one-game suspension for the head coach but included specific conditions for the suspension and additional requirements the head coach must meet. The panel proposed additional penalties to Prairie View and the former assistant coach. Prairie View agreed to the proposed penalties, while the former assistant coach and the head coach did not respond. Pursuant to NCAA Bylaw 19.6, the parties may not appeal.

The violations in this case stemmed from the actions of the former assistant coach who took it upon himself to locate and arrange a course a student-athlete needed for eligibility. The student-athlete had failed a class during the fall 2016 semester and needed to pass a three credit-hour course during the intersession between the fall 2016 semester and the spring 2017 semester to remain eligible. Neither the student-athlete nor his family could pay for the course, so the former assistant coach arranged for a friend of his to pay the cost. The former assistant coach knowingly arranged an improper extra benefit. Therefore, his actions constituted unethical conduct. Additionally, although the head coach knew the former assistant coach was assisting the student-athlete with the course, he turned a blind eye to the former assistant coach's efforts, did not properly oversee this effort and therefore failed his responsibility as a head coach. The benefit violation and resultant financial aid, ineligible competition and unethical conduct violations are Level II, as is the head coach responsibility failure.

---

<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 Southwestern Athletic Conference, Prairie View has an enrollment of approximately 8,200. The institution sponsors eight men's sports and 10 women's sports. This is Prairie View's fourth major, Level I or Level II infractions case, with previous major infractions cases in 2008, 2001 and 1964.

The parties agreed that the head coach did not rebut the presumption of responsibility for this violation. Specifically, he knew that the former assistant coach was assisting the student-athlete in the attempt to preserve the student-athlete's eligibility. The head coach failed to oversee the former assistant coach's actions to ensure they did not violate NCAA rules. Further, at some point after December 29, 2016, the head coach learned from both the former assistant coach and a third party that the former assistant coach was involved in arranging for payment of the course. However, the head coach did not report what he knew about the former assistant coach's actions to the institution, which was investigating the matter. These failures demonstrated the head coach's failure to monitor and promote an atmosphere of compliance within the men's basketball program. This is a Level II violation of head coach responsibility legislation.

The panel accepts the parties' factual agreements and concludes violations occurred. Because the violations occurred after October 30, 2012, the current penalty structure applies. After considering applicable aggravating and mitigating factors, the panel classifies this case as Level II-Standard for Prairie View, Level II-Standard for the head coach's violation and Level II-Aggravated for the former assistant coach's violation. Utilizing the current penalty guidelines, the panel adopts and prescribes the following core penalties: two years of probation, a \$5,000 fine, a limit of 10 official visits in men's basketball over the next two years, a one-game suspension for the head coach and a two-year show-cause order for the former assistant coach. In addition to the specified core penalties, Prairie View proposed to delay the start of men's basketball practice in 2017 by three days. Prairie View also proposed to vacate the seven contests in which the student-athlete who received the impermissible benefit competed while ineligible. The panel adopted these additional proposed penalties.

## **II. CASE HISTORY**

This case began on January 23, 2017, when Prairie View submitted a self-report of violations in its men's basketball program to the NCAA enforcement staff through the Requests/Self-Reports Online (RSRO) system. The report documented that in December 2016, an individual other than a men's basketball student-athlete (the student-athlete) or his family, used a credit card to pay \$507 for a three credit-hour online course. The self-report identified an assistant men's basketball coach (former assistant coach) and the head men's basketball coach (head coach) as involved individuals. The former assistant coach resigned approximately one week later.

On March 30, 2017, the enforcement staff issued a notice of inquiry. In late May and early June 2017, the enforcement staff provided the parties with a draft notice of allegations for consideration of the summary disposition process. In mid-June 2017, the parties notified the enforcement staff that they accepted the proposed findings of fact and agreed to resolve the case through the use of summary disposition.<sup>3</sup>

---

<sup>3</sup> Pursuant to COI Internal Operating Procedure (IOP) 3-9-2-1, future hearing panels may view violations established through the summary disposition process as less instructive than a decision reached after a contested process.

On July 11, 2017, the enforcement staff provided the parties the first draft of the SDR. On August 28, 2017, the enforcement staff sent the final SDR to the COI. A hearing panel reviewed the SDR in mid-September 2017. Following its review, the panel proposed additional penalties and/or requirements in letters to the parties. The institution agreed to the additional penalties in a September 29, 2017, email to the OCOI. The former assistant coach and head coach did not respond.

### **III. PARTIES' AGREEMENTS**

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

The parties jointly submitted an SDR that identified an agreed-upon factual basis, violations of NCAA legislation and violation levels.<sup>4</sup> The SDR identified:

**1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b), 12.11.1, 15.01.1.1, 15.01.2, 15.01.3, 16.8.1 and 16.11.2.1 (2016-17)] (Level II)**

The enforcement staff, Prairie View and the former assistant men's basketball coach agree that on December 20, 2016, the former assistant coach violated the NCAA principles of ethical conduct when he knowingly arranged for an individual, who became a representative of the institution's athletics interests, to pay \$507 for a three credit-hour online course at a local, two-year institution on behalf of a men's basketball student-athlete.<sup>5</sup> The student-athlete needed to successfully complete the course in order to be academically eligible to compete for the 2017 spring semester. As a result of the impermissible benefit, the student-athlete competed in seven contests and received travel expenses while ineligible between December 20, 2016, and January 16, 2017.

**2. [NCAA Division I Manual Constitution 2.8.1 and Division I Manual Bylaw 11.1.1.1 (2016-17)] (Level II)**

The enforcement staff, institution and the head coach agreed that from December 15, 2016, through April 2017, the head coach is presumed responsible for the impermissible benefit violation detailed in Violation No. 1 and did not rebut the presumption of responsibility. Specifically, the head coach failed to demonstrate that he promoted an atmosphere of compliance and monitored staff members involved in the eligibility of the student-athlete. As detailed in Violation No. 1, the student-athlete needed to enroll and pay for an online course at a two-year

---

<sup>4</sup> This decision provides the agreed-upon factual basis, violations of NCAA legislation and violations levels exactly as stated in the SDR, except for shortening references to the parties.

<sup>5</sup> The individual triggered representative status when she used her credit card to pay for the student-athlete's online course.

institution within a five-day period in an effort to maintain his eligibility. Despite knowing of the former assistant coach's involvement in assisting the student-athlete with his enrollment, the head coach failed to communicate clear expectations in regard to NCAA rules compliance, ask the former assistant coach pointed questions about how enrollment was accomplished or evaluate red flags regarding the former assistant coach's involvement. Further, at some point after December 29, 2016, the head coach learned from both the former assistant coach and a third party that the former assistant coach was involved in arranging for the payment of the student-athlete's online course. However, the head coach did not report the information to the institution's compliance staff, who were conducting an inquiry.

## **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:

### Prairie View:

1. Aggravating factors [Bylaw 19.9.3]
  - a. A history of Level I, Level II or major violations. [Bylaw 19.9.3-(b)]<sup>6</sup>
  - b. Multiple Level II violations. [Bylaw 19.9.3-(g)]
  - c. Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]
2. Mitigating factors [Bylaw 19.9.4]
  - a. Prompt self-detection and self-disclosure of the violation(s). [Bylaw 19.9.4-(a)]
  - b. Prompt acknowledgement of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [Bylaw 19.9.4-(b)]

### Former assistant coach:

1. Aggravating factors [Bylaw 19.9.3]
  - a. Obstructing an investigation or attempting to conceal the violation. [Bylaw 19.9.3-(d)]
  - b. Unethical conduct. [Bylaw 19.9.3-(e)]
  - c. Violation was deliberate. [Bylaw 19.9.3-(f)]
  - d. Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]

---

<sup>6</sup> Although agreed upon, the panel accorded little weight to the aggravating factor set forth in Bylaw 19.9.3-(b), A history of Level I, Level II or major violations.

e. Intentional, willful or blatant disregard for the NCAA constitution and bylaws.  
[Bylaw 19.9.3-(m)]

2. Mitigating factors [Bylaw 19.9.4]

The absence of prior Level I, Level or major violations committed by the involved individual. [Bylaw 19.9.4-(h)]

Head coach:

1. Aggravating factors [Bylaw 19.9.3]<sup>7</sup>

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

2. Mitigating factors [Bylaw 19.9.4]

The absence of prior Level I, Level or major violations committed by the involved individual. [Bylaw 19.9.4-(h)]

#### **IV. REVIEW OF CASE**

The SDR detailed the parties' positions in this 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 Level II violations occurred.

This case focused on the former assistant coach's arrangement of an impermissible benefit in the form of payment for an online course a student-athlete needed to remain eligible. He made this arrangement knowing that it violated NCAA legislation. The head coach's failure to properly oversee the former assistant coach's arrangement on behalf of the student-athlete supported the parties agreed-upon head coach responsibility violations.

#### **Payment of the Course**

Prairie View's extra benefit violation for payment of the course occurred during the intercession between the fall 2016 semester and the spring 2017 semester. The former assistant basketball coach arranged the impermissible payment of an online course a student-athlete needed for continuing eligibility. The former assistant coach knew that his actions violated NCAA rules. The impermissible arrangement for the course payment violated benefits legislation under

---

<sup>7</sup> Although not originally agreed upon, as provided in Section V of this decision, the panel determined Bylaw 19.9.3-(h), Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct applies as an aggravating factor for the head coach.

Bylaw 16, unethical conduct legislation under Bylaw 10 and financial aid legislation under Bylaw 15. It later triggered a violation under Bylaw 12, eligibility, and an additional violation under Bylaw 16.

Student-athletes may receive only what is permitted under NCAA legislation. Bylaw 16.11.2.1 prohibits an institution from providing a student-athlete an extra benefit. An "extra benefit" is any special arrangement by an institutional employee to provide the student-athlete with a benefit not expressly authorized by NCAA legislation. Receipt of an extra benefit renders a student-athlete ineligible. Bylaw 16.8.1 prohibits the institution from providing an ineligible student-athlete with competition-related expenses.

Bylaw 10 addresses conduct of individuals associated with intercollegiate athletics, including the impermissible provision of extra benefits. Specifically, Bylaw 10.01.1 requires athletics staff members and student-athletes to act with honesty and sportsmanship while Bylaw 10.1 identifies behavior that is considered unethical. Among such behavior is knowing involvement in providing an enrolled student-athlete an improper extra benefit, as set forth in Bylaw 10.1-(b).

Like restrictions on benefits under Bylaw 16, Bylaws 15.01.1.1, 15.01.2 and 15.01.3 specify that a student-athlete may only receive financial aid that is permissible under NCAA legislation. The bylaws further provide that, improper financial aid, which includes financial aid not administered by the institution, causes a student-athlete to be ineligible. Pursuant to Bylaw 12.11.1, an institution is obligated to withhold an ineligible student-athlete from competition.

By failing a course during the fall 2016 semester, the student-athlete fell below the minimum number of hours needed to meet progress-toward-degree requirements and to be academically eligible to compete during the spring 2017 semester. The former assistant coach, with the knowledge of the head coach, set about finding a solution. Ultimately, the former assistant coach located an online three credit-hour history course offered through a local two-year college that began and ended during the intersession between the fall 2016 and spring 2017 semesters.

The fee for the course became an issue. The former assistant coach told the student-athlete that the course would cost around \$500 and asked the student-athlete if his mother could pay for it. The student-athlete contacted his mother and she informed him that she could not pay. The student-athlete told the former assistant coach that neither he nor his mother could pay the cost of the course. Nevertheless, the former assistant coach moved forward with the plan to have the student-athlete take the course, including assisting him with registering and enrolling. After registration, the former assistant coach again requested that the student-athlete ask his mother to pay for the course. She again refused. The former assistant coach notified the head coach of the payment issue, and the head coach instructed the former assistant coach to call the student-athlete's mother to inform her that her son's eligibility was in jeopardy and to again ask her to pay for the course. The former assistant called the student-athlete's mother as instructed, but she continued to refuse to pay. Even though he knew that it violated NCAA rules, the former assistant coach arranged for a friend to pay the \$507 fee for the course by credit card. He did not tell the head coach how the course was paid for, nor did the head coach ask. Ultimately, the two-year college dropped the student-athlete from the course due to late payment.

Members of the men's basketball staff, including the head coach, attempted to find a means to rectify the student-athlete being dropped from the course and regain his eligibility. Meanwhile, the student-athlete spoke to an athletics administrator about the course, the fact that he had been dropped and that he planned to reenroll in the course. This triggered an inquiry by the institution.

Despite the fact that Prairie View officials were investigating the matter, at no point did the head coach (nor any other coach) contact the institution's compliance or academic staff to request assistance or guidance. Rather, the head coach telephoned a friend who was a former certification officer at an institution where the head coach had previously been employed. This individual was in private business and not subjected to NCAA reporting requirements. The two discussed the student-athlete's eligibility issues and possible solutions. Eventually, the head coach's friend spoke to the former assistant coach about his arrangements for the student-athlete to take the online course. During this conversation, the head coach's friend asked the former assistant coach to identify who paid for the online course. The former assistant coach refused to identify the individual but did reveal that neither the student-athlete nor his mother paid for the course. This raised concerns with the head coach's friend. He telephoned the head coach and informed him of what the former assistant coach said about the payment for the course. The former assistant coach resigned shortly thereafter.

Sometime later, after his resignation, the former assistant coach told the head coach that he (the former assistant coach) arranged for a third party to pay for the online course. The head coach did not share this information with the institution's compliance staff, despite the fact that the institution was conducting an inquiry into the circumstances surrounding the student-athlete's enrollment in the online course.

Eventually, the two-year institution did not allow the student-athlete to reenroll in the class and he was academically ineligible for the spring 2017 semester. Further, he was also ineligible because of the impermissible payment arranged by the former assistant coach. The student-athlete subsequently competed in seven contests and received travel expenses while ineligible before the institution discovered the impermissible payment arrangement and declared him ineligible.

When the former assistant coach arranged for a friend to pay \$507 for a course a student-athlete needed to maintain his academic eligibility, the former assistant coach violated Bylaw 16.11.2.1 because such a payment is not authorized under NCAA rules, and is therefore an extra benefit. Moreover, because the former assistant coach made this arrangement knowing that it violated NCAA rules, he engaged in unethical conduct, violating Bylaws 10.01.1 and 10.1-(b). Further, because the payment was made for an academic course, it also constituted improper financial aid and violated Bylaws 15.01.1.1, 15.01.2 and 15.01.3. The impermissible payment rendered the student-athlete ineligible. Prairie View later allowed the student-athlete to compete while ineligible and to receive competition-related expenses, violating Bylaws 16.8.1 and 12.11.1.

Pursuant to Bylaw 19.1.2, the parties agreed and the panel concludes that the benefit violation arranged by the former assistant coach and the resulting financial aid, ineligible competition and

ethical conduct violations are Level II. These violations were intended to provide the institution with more than a minimal but less than a substantial competitive advantage.

Involvement of coaches in the payment for courses or other requirements needed for eligibility has been a recurring theme in Division I cases over the past several years. Typically, when such violations occur in isolation, they are Level II because they provide more than a minimal but less than a substantial or extensive recruiting, competitive or other advantage. These actions usually constitute unethical conduct. *See Florida International University (2017)* (concluding that the head women's basketball coach committed a Level II violation when he provided \$600 in cash to a student-athlete for the purpose of paying institutional expenses that would allow her to enroll in a "mini-term" course the student-athlete needed for continuing eligibility. In doing so, the head coach engaged in unethical conduct and failed his head coach responsibility). When such conduct is combined with other violations, they are usually Level I because they seriously threaten the integrity of the NCAA Collegiate Model and provide, or are intended to provide, a substantial or extensive recruiting, competitive or other advantage, or a substantial or extensive impermissible benefit. Likewise, they usually also constitute unethical conduct. *See University of Mississippi (2016)* (concluding that an assistant women's basketball coach, in addition to completing course work for prospective student-athletes, paid \$630 for two online summer courses needed for a prospect's initial eligibility and in doing so, committed Level I violations and engaged in unethical conduct). In this case, the former assistant coach's violation was limited to his unethical conduct in impermissibly arranging payment of the course, which the panel determined to be a Level II violation, consistent with a similar violation in *Florida International*.

In situations involving prospective student-athletes and student-athletes who need academic credits, or other requirements for eligibility, the COI cautions the membership to be vigilant in making certain that impermissible payments, such as in this case, do not happen.

### **Head Coach Responsibility**

The head coach did not demonstrate that he promoted an atmosphere of compliance and properly monitored his staff. Therefore, he did not rebut the presumption of responsibility. The benefit violation in this case supports the parties' agreed-upon head coach responsibility violation because the head coach was aware that the former assistant coach was attempting to find a solution to the student-athlete's ineligibility. The head coach did not properly supervise the former assistant coach's efforts to assist the student-athlete in procuring an online course needed for eligibility. Further, the head coach knew that the student-athlete was having difficulty paying for the course, but he failed to provide guidance regarding how the student-athlete would pay for the course. He also did not properly react to potential warning signs pertaining to the former assistant coach's involvement. The panel concludes that this conduct was contrary to the head coach's responsibility under Bylaw 11 to promote an atmosphere of compliance and to properly monitor his staff.

Bylaw 11 governs the conduct and ethics of athletics personnel. Bylaw 11.1.1.1 establishes an affirmative duty for head coaches to monitor their staff members and promote an atmosphere of



compliance within their programs. Head coaches are presumed responsible for violations in their programs but may rebut this presumption by demonstrating they promoted an atmosphere of rules compliance and monitored their staff members.<sup>8</sup>

The first way the head coach did not meet his responsibility was in the oversight of the former assistant coach's efforts in arranging an online course the student-athlete needed for eligibility. The head coach knew that the student-athlete was academically ineligible and that the former assistant coach, on his own, was attempting to find a solution that would allow the student-athlete to regain his eligibility. The head coach also knew that the student-athlete and his mother expressed concerns about being able to pay for the online course. Nevertheless, the head coach instructed the former assistant coach to proceed with the plan to enroll the student-athlete in the online course. However, despite the warning signs about how the course would be paid, the head coach did not communicate any expectations or cautions to the former assistant coach regarding the arrangements for the course and, in particular, payment for the course. Nor did he question the former assistant coach about the payment after he (the former assistant coach) notified the head coach that the student-athlete was initially enrolled in the course. Later, after the student-athlete informed the head coach that a credit card had been used to pay for the course, the head coach did not follow up with the former assistant coach to determine who paid for the course.

The second way the head coach failed to meet his responsibility was in his response to information. On at least two occasions, the head coach failed to act on information he received regarding the former assistant coach's arrangement for the payment of the online course. The first occasion was in early January 2017 when the head coach's former colleague and friend informed the head coach that he (the friend) had been informed by the former assistant coach that someone other than the student-athlete or his family paid for the course. The second occasion occurred during a conversation with the former assistant coach which took place sometime after the assistant coach resigned. During this conversation, the former assistant coach informed the head coach that a third party had paid for the student-athlete's online course. On both occasions, the head coach failed to report this information to Prairie View officials.

Since 2005, when head coach responsibility legislation came into effect, the Association has made it clear that a head coach is held to a higher standard and must set the example for rules compliance and monitoring. In this instance, the head coach did not live up to that standard, and did not set the example, because the benefit violation involving one of his assistants reflected that the head coach failed both to promote rules compliance and to monitor his staff.

Consistent with Bylaw 19.1.2 and previous cases, the head coach responsibility violation is Level II because it resulted from underlying Level II violations. *See* Bylaw 19.1.2 (citing, as a

---

<sup>8</sup> Because the parties agreed to the legislative cites contained in the SDR, the panel included Constitution 2.8.1 in the citations for Violation No. 2. However, the panel concludes that Bylaw 11.1.1.1 is, on its own, the appropriate legislative cite for instances of head coaches failing to monitor staff members and promote an atmosphere of compliance, including a failure to report potential violations. This is consistent with the legislative intent of Bylaw 11.1.1.1 (formerly Bylaw 11.1.2.1), which places an affirmative obligation on head coaches to monitor staff members and to promote an atmosphere for compliance. In most instances, Constitution 2.8.1 is the appropriate cite for *institutions* that fail to monitor.

specific example of a Level II violation, a head coach violation resulting from underlying Level II violations); *Sam Houston State University* (concluding a head women's tennis coach who committed multiple Level II recruiting and extra-benefits violations also committed a Level II head coach responsibility violation); and *Florida International University* (concluding a head women's basketball coach who committed a Level II violation when he provided an impermissible \$600 cash benefit to one of his student-athletes also committed a Level II head coach responsibility violation). Thus, because the underlying extra benefit violation in this case is Level II, the head coach's Bylaw 11.1.1.1 violation is likewise Level II.

## V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel accepts the parties' agreed-upon factual basis and violations and concludes this case involved Level II violations. 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 occurred after October 30, 2012. In considering penalties, the panel first reviewed aggravating and mitigating factors identified in 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 Bylaw 19.9.7 to prescribe penalties.<sup>9</sup>

Regarding aggravating and mitigating factors, the panel determined that an aggravating factor not proposed by the parties should apply to the head coach. Specifically, the panel determined that Bylaw 19.9.3-(h): *Persons of authority condoned, participated in or negligently disregarded the violation(s) or wrongful conduct* should apply to the head coach. The head coach ignored warning signs and failed to ask questions of the former assistant coach about the arrangements for, and payment of the online course the student-athlete needed for eligibility. Consequently, the panel determined that Bylaw 19.9.3-(h) is applicable.<sup>10</sup>

The panel assessed these aggravating and mitigating factors by weight and number. Based on its assessment, the panel classifies this case as Level II-Standard for Prairie View, Level II-Standard

---

<sup>9</sup> 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.

<sup>10</sup> The panel agreed to Prairie View's proposed one-game suspension for the head coach during the 2017-18 season. However, the panel's adoption of this penalty was in the form of a show-cause order and contained specific conditions for the suspension, which the panel explained in the letter to the head coach. The panel also proposed additional compliance education for the head coach. Finally, the letter also notified the head coach that the panel determined that Bylaw 19.9.3-(h) as an aggravating factor should apply to him.

for the head coach's violation and Level II-Aggravated for the former assistant coach's violations.

Because Prairie View agreed to the facts and violations in this case, as well as the panel's proposed penalties, it does not have the opportunity to appeal. Because the head coach agreed to the facts and violations, and did not respond to the panel's proposed penalty and additional requirements, he likewise will have no opportunity to appeal.<sup>11</sup> Further, because the former assistant coach agreed to the facts and violations and did not respond to the panel's proposed penalty for him, he also does not have the opportunity to 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. The panel considered Prairie View's corrective actions, which are set forth in the Appendix, in prescribing penalties. After considering all information relevant to this case, the panel prescribes the following penalties (self-imposed penalties are so noted):

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

1. Probation: A two-year probationary period. November 21, 2017, through November 20, 2019.
2. Financial Penalty: Prairie View shall pay a \$5,000 fine.<sup>12</sup>
3. Recruiting Restrictions: Prairie View shall limit official visits in men's basketball to 10 over the next two years. (Self-imposed.)
4. Show-Cause Order—Head Coach Restrictions: The head coach agreed he failed to demonstrate that he promoted an atmosphere of compliance and monitored his staff involved in violations of NCAA legislation. Therefore, pursuant to Bylaw 19.9.5.4, the panel prescribes the following:<sup>13</sup>
  - a. The institution shall suspend the head coach from all coaching duties for one contest during the 2017-18 season. The provisions of this suspension require that the head coach not be present in the arena where the game is played and have no contact or communication with members of the men's basketball coaching staff and student-athletes during the one-game suspension period. The prohibition includes all coaching activities for the period of time which begins at 12:01 a.m. the day of the game and ends at 11:59

---

<sup>11</sup> The panel's proposed one-game suspension for the head coach is consistent with the institution's proposed penalty. However, because the panel prescribed the penalty in the form of show-cause order with specific conditions, it notified the head coach of the show cause order in a letter and provided him the opportunity to respond, which he did not.

<sup>12</sup> Prairie View shall pay the fine consistent with COI IOP 4-15-2.

<sup>13</sup> The panel did not prescribe any additional penalties for the head coach because his sole violation in this case was a violation of head coach responsibility legislation.

p.m. that day. During that period, the head coach may not participate in any activities including, but not limited to, team travel, practice, video study and team meetings. The results of the contest from which the head coach is suspended shall not count in his career coaching record. The institution or any other employing member institution shall adhere to this penalty and the reporting requirements during the 2017-18 academic year; and

- b. In addition to the suspension and conditions set forth above, the panel determines that the head coach shall attend NCAA Regional Rules Seminars in 2018 and 2019. Further, Prairie View is required to provide monthly compliance education sessions for the head coach during the probationary period prescribed in this case.

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

5. Public reprimand and censure (accomplished through release of the public infractions decision).
6. Prairie View delayed the start of practice for the men's basketball team by three days from the official start date for the 2017-18 season. (Self-imposed.)
7. Prairie View acknowledged that the student-athlete at the center of this case participated in seven contests while ineligible between December 20, 2016, and January 16, 2017. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3, the institution shall vacate all wins in which the ineligible student-athlete participated. The individual records of the ineligible student-athlete shall also be vacated for those seven contests.<sup>14</sup> However, the individual records for all eligible student-athletes shall be retained. Further, the institution's records regarding its athletics programs, as well as the record of the head coach, shall reflect the vacated wins 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 head coach shall similarly reflect the vacated wins in his 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 100th, 200th or 500th career victories. Any public reference to the vacated wins 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

---

<sup>14</sup>The COI has consistently prescribed a vacation of records in cases that involved student-athletes competing after receiving impermissible benefits. See *Monmouth University* (2017); *Saint Peter's University* (2016); and *University of Hawaii at Manoa* (2015).

contests impacted by the vacation. In addition, the institution must provide the NCAA Media Coordination and Statistics office with a written report, detailing those discussions. This document will be maintained in the permanent files of the NCAA media Coordination and Statistics office. This written report must be delivered to the office no later than 45 days following the release of this decision. The sports information director (or designee) must also inform the Office of the Committees on Infractions of this submission to the NCAA Media Coordination and statistics office.

8. During the period of probation, Prairie View shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct the coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for NCAA recruiting and certification legislation;
  - b. Submit a preliminary report to the OCOI by January 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 September 15 during each year of probation. Particular emphasis shall be placed on compliance education pertaining to extra benefits, activities of athletics representatives and the monitoring of student-athletes' academic eligibility;
  - d. Inform in writing prospective student-athletes in men's basketball that Prairie View 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 prospective student-athlete signs a National Letter of Intent;
  - e. Publicize specific information concerning 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 report located on the athletic department's main or "landing" webpage. The information shall also be included in the men's basketball media guides (either paper or digital versions) and in an alumni publication. The institution's statement must: (1) clearly describe the infractions and how they occurred; and (2) include the penalties associated with the infractions case; and
  - f. Following the receipt of the final annual compliance report and prior to the end of probation date, 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.

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

9. Show-Cause Order: This case involved the former assistant coach knowingly violating benefit legislation by arranging the payment for an online course the student-athlete needed to regain his eligibility. The former assistant coach agreed that his involvement in the payment for the course violated well-established benefit and ethical conduct legislation. Therefore, the former assistant coach shall be subject to a two-year show-cause order from November 21, 2017, to November 20, 2019. The former assistant coach shall be informed in writing by the NCAA that if he seeks employment or affiliation with an athletically related position at an NCAA member institution during the two-year show-cause period, the employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on his athletically related activity should not apply.
- 

The COI advises Prairie View 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 Prairie View 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  
Alberto Gonzales  
Stephen A. Madva  
Vince Nicaastro  
Joe Novak  
Dave Roberts, Chief Hearing Officer  
Sankar Suryanarayan

**APPENDIX**

**PRAIRIE VIEW A&M'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE  
AUGUST 28, 2017, SUMMARY DISPOSITION REPORT**

1. All coaches are required to attend monthly rules education sessions. Topics are picked based on hot topics in compliance. For most coaches, they will receive a letter of reprimand and an additional rules education as needed if they are found to have violated any NCAA bylaws. These reports are forwarded to the Athletic Director and placed in each coach/staff folder. Depending on which bylaw the violation came from additional measures are taken.
2. The men's basketball program has been assigned an academic advisor who is more aggressive as it relates to talking to coaches and working with the student-athletes. Academic and compliance meetings are held weekly and this started at the beginning of February. This allows the institution time with them weekly to discuss anything that is going on from the academic side as well as provide additional rules education (in addition to the monthly rules education).