



**MONMOUTH UNIVERSITY**  
**PUBLIC INFRACTIONS DECISION**  
**OCTOBER 18, 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 public. The COI decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved impermissible recruiting inducements, impermissible practice prior to enrollment, improper financial aid and extra benefits in the men's tennis program at Monmouth University.<sup>2</sup> The scope and nature of the violations demonstrated the former head men's tennis coach's failure to promote an atmosphere of compliance and Monmouth's failure to monitor.

This case centers on significant failures by both the former head coach and Monmouth stemming from the recruitment of an international prospective student-athlete whose visa status delayed his enrollment. The failures allowed violations to occur undetected over the course of several months. This case is yet another example of the increased risk of violations when a prospect moves near campus prior to enrollment.

Anticipating the prospect would obtain a student visa in time to enroll for the fall 2015 term, the former head coach impermissibly arranged off-campus housing for the prospect with five men's tennis student-athletes. The prospect, however, did not obtain his student visa in time to enroll. The housing arrangement and prospect's presence near campus during the fall 2015 term resulted in several additional violations. First, the former head coach impermissibly permitted the prospect to practice. Relatedly, the prospect's housemates impermissibly provided him rides to and from practices, as well as meals. The recruiting inducements and practice prior to enrollment violations are Level II. In addition, one of the prospect's housemates improperly provided athletics aid to four other housemates to cover higher than expected living expenses associated with the housing arrangement. The financial aid and extra benefits violations are Level III.

The former head coach did not consult the Monmouth athletics compliance staff about the prospect's status as a prospective student-athlete and failed to promote an atmosphere of compliance. Likewise, Monmouth failed to monitor the program and the former head coach's conduct to ensure compliance with NCAA legislation. These failures allowed the violations to occur undetected. The head coach responsibility and failure to monitor violations are Level II.

---

<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> With primary affiliation in the Metro Atlantic Athletic Conference, Monmouth has an enrollment of 6,371 students. It sponsors 12 women's and 11 men's sports. This is the institution's first major, Level I or Level II infractions case.

Monmouth agreed with all violations. The former head coach contested his responsibility in the recruiting inducements and practice prior to enrollment violations, as well as the head coach responsibility violation.

Because the violations occurred after October 30, 2012, the current penalty structure applies. The panel classifies this case as Level II-Mitigated for Monmouth and Level II-Standard for the former head coach's violations. Utilizing the current penalty guidelines and NCAA bylaws authorizing additional penalties, the panel adopts and prescribes the following penalties: two-years of probation, a \$5,000 fine, recruiting restrictions, vacation of records and a one-year show-cause order for the former head coach. The penalty section describes these and other penalties.

## **II. CASE HISTORY**

The former head men's tennis coach (former head coach) resigned on December 18, 2015, to become an assistant head men's tennis coach at another Division I institution closer to his home. Monmouth hired its next head men's tennis coach (next head coach) in February 2016. The next head coach learned of possible financial aid violations in the program during player meetings in early March shortly after his hire. On March 8, 2016, he informed the assistant director of athletics for compliance (assistant compliance director) about the potential violations. Senior associate director of athletics for student development (associate athletics director for student development) learned more about the possible violations on March 23, 2016. She then notified the director of athletics (athletics director) and Monmouth began an internal investigation. In April 2016, Monmouth informed the enforcement staff about potential financial aid and recruiting violations. On May 10, 2016, Monmouth submitted a Level III self-report of financial aid violations and the enforcement staff sent a notice of inquiry to Monmouth.

Over the next several months, the enforcement staff and Monmouth interviewed the former head coach, the prospective student-athlete (prospect), all five involved student-athletes, the volunteer assistant men's tennis coach (volunteer coach), the next head coach and multiple athletics administrators. Following the investigation, on December 7, 2016, the enforcement staff sent Monmouth a draft notice of allegations (NOA). One week later, Monmouth informed the enforcement staff that it wanted to process the case via summary disposition; however, the former head coach disagreed with the alleged recruiting inducements violation. Upon hiring counsel, on January 12, 2017, the former head coach advised the enforcement staff that he wanted to process the case via hearing. The enforcement staff then issued the NOA to Monmouth and the former head coach on January 24, 2017. The NOA contained four allegations relating to the men's tennis program. On April 13, 2017, the COI chair granted requests for extensions of time to respond to the NOA and to conduct the hearing via videoconference.

Monmouth and the former head coach submitted responses to the NOA on May 8, 2017. Monmouth hired outside counsel after prehearing conferences and the submission of the enforcement staff's reply and statement of the case. Shortly thereafter, Monmouth requested

permission to submit a supplemental brief addressing the institution's position on aggravating and mitigating factors. The chief hearing officer granted the request and Monmouth submitted the supplemental brief on July 26, 2017. The panel held the hearing via videoconference on August 10, 2017.

### **III. FINDINGS OF FACT**

The events in this case arose in Monmouth's men's tennis program and stem from the former head coach's recruitment of a prospective student-athlete. The areas of the program primarily involved include recruiting, practice, financial aid, head coach conduct and institutional monitoring.

The prospect lived in Ghana and competed on the youth national team from 2010 to 2013. Because he aspired to play intercollegiate tennis in the United States, the prospect contacted his family friend and former coach (family friend) from Ghana, who lived near New York City at the time. The family friend advised the prospect he needed to build a tournament record to be recruited. Consistent with this advice, after graduating high school, the prospect traveled to the United States and moved in with the family friend in January 2014 on a visitor visa. While receiving training from and living with the family friend, the prospect played in multiple United States Tennis Association and International Tennis Federation futures tournaments.

After achieving some success in these tournaments, the prospect contacted schools to inquire about their tennis programs. In the summer of 2014, a Division I institution began recruiting the prospect and offered him a scholarship. The prospect signed a National Letter of Intent (NLI) with the institution later that summer. However, the prospect—who was on a six-month visitor visa—could not enroll without a student visa. The prospect understood the process to obtain a student visa to take two to three months. Accordingly, he completed the necessary paperwork with United States Citizenship and Immigration Services on November 6, 2014, to obtain a student visa in time to enroll for the spring 2015 term. Because the prospect still had not obtained his student visa by the summer of 2015, the institution cancelled its scholarship offer. The prospect then began the recruiting process again.

Later in the summer, the prospect's family friend introduced the prospect to the former head coach. One week after watching the prospect play, the former head coach offered him a scholarship. The prospect then applied to Monmouth, which admitted him. In August 2015, the prospect signed a financial aid agreement and visited Monmouth to discuss his visa situation. The admissions office informed the prospect that he needed to obtain a student visa by the first week of school to attend classes. Both the former head coach and prospect believed the change in visa status was imminent and the prospect would enroll for the fall 2015 term.

The prospect told the former head coach he did not want to be in New York City when his visa status changed and needed a place to stay near Monmouth. The former head coach first put the prospect in contact with a men's tennis student-athlete (student-athlete 1), who initially enrolled at

Monmouth in the fall 2015 term. The prospect and student-athlete 1 planned to live together; however, student-athlete 1 decided not to live at the house that they planned to move into because of the house's appearance. Student-athlete 1 then moved into a house with four other men's tennis student-athletes (student-athletes 2, 3, 4 and 5, respectively).

When the initial arrangement with student-athlete 1 fell through, the former head coach arranged alternative housing for the prospect. Specifically, the former head coach directed the five student-athletes to house the prospect. The student-athletes—who did not know the prospect until the former head coach introduced them—followed the former head coach's direction and agreed to house the prospect.

While the former head coach's position was that he requested—not directed—the student-athletes to provide housing for the prospect, the student-athletes reported otherwise during their interviews with the enforcement staff and Monmouth. The student-athletes' statements are credible because of their consistent characterization of the events. For instance, student-athlete 1 stated the former head coach told the student-athletes the prospect needed to stay in the house because the prospect had no other place to stay. Likewise, student-athlete 2 did not think his teammates wanted the prospect living with them "but they just understood that it was what's best for the team." He further described the former head coach as the "boss" and the student-athletes had to do whatever he said. Student-athlete 3 stated the former head coach told him "[the prospect] basically has to stay somewhere so he's going to stay [at the student-athletes' house]." Similarly, student-athlete 4 stated the former head coach ordered the student-athletes to take in the prospect as a housemate and stated "for me, it was like I follow the orders and that's it. I cannot say nothing to the coach."

The prospect began living with the five student-athletes in an off-campus house in September 2015. Although he did not receive his student visa in time to enroll for the fall 2015 term, the prospect continued living in the house through December 2015 because he learned he would receive his visa in time to enroll for the spring 2016 term. The prospect paid a lower amount for rent and utilities than his housemates during the four months he lived in the house. The value of the housing arrangement for the prospect totaled \$1,232.

While living with the five student-athletes, the prospect traveled with them to practice, participated in practice and ate with them at the on-campus cafeteria. In particular, multiple student-athletes provided the prospect rides to and from practices held both on and off campus at least 37 times. The transportation totaled approximately \$67. While at practice, the former head coach permitted the prospect to regularly practice with the team. In addition, student-athlete 3 gave the prospect at least five meals totaling at least \$56 by using guest passes allocated on his meal plan.

The former head coach did not inform the Monmouth athletics compliance staff that the prospect lived with the student-athletes in an off-campus house or that the prospect practiced with the team. In addition, the former head coach did not inquire with the compliance staff about how the delay in the prospect's visa status affected his status as a prospective student-athlete, the activities the

prospect could engage in or the interactions the prospect could have with athletics staff and student-athletes.

The former head coach, however, denied knowing the prospect was still considered a prospect under NCAA legislation during the fall 2015 term. Specifically, the former head coach did not believe the recruiting legislation applied to the prospect and that he could permissibly practice because he satisfied Monmouth's admission requirements and signed a financial aid agreement. The former head coach also incorrectly assumed the prospect signed an NLI because he signed the aid agreement. Although the prospect had not signed an NLI with Monmouth at that time, the coach's explanation is credible.

For its part, the compliance staff tried to ascertain the prospect's status at the start of the fall 2015 term. The compliance staff contacted the admissions office and the former head coach. Both confirmed the prospect did not enroll for the fall 2015 term. The admissions office informed the compliance staff that the prospect did not have a student visa. The former head coach instructed the compliance staff to hold the prospect's athletics aid until the spring 2016 term. The former head coach later signed a declaration of student-athletes available for competition, which did not include the prospect as eligible for competition. Nonetheless, the former head coach did not inform the compliance staff that the prospect lived near campus.

As the fall 2015 term continued, Monmouth did not discover the prospect's housing arrangement or that the prospect had practiced with the team and received transportation and meals from student-athletes. No athletics administrators from Monmouth attended practice. This included the associate director of athletics for event management and then sport supervisor for men's tennis (sport supervisor) whose job expectations included attending practice. In addition, on many occasions, only the volunteer coach attended practices because the former head coach did not regularly commute to campus due to an approximate five-hour round trip from his home. Monmouth, however, did not provide the volunteer coach rules education nor did the volunteer coach attend any compliance meetings during his six years at Monmouth. In addition, Monmouth did not require any of its athletics programs' volunteer coaches to attend compliance meetings.

The compliance staff underwent transition during the fall 2015 term. Because the former senior associate athletics director/senior women's administrator overseeing compliance left her position, only the assistant compliance director remained on staff in September 2015. In addition, although Monmouth hired the associate athletics director for student development on October 12, 2015, she took maternity leave from November 17, 2015, to February 15, 2016.

The housing arrangement, undetected by the compliance staff, resulted in higher than expected living expenses for the student-athletes. Because the prospect paid a lower amount for rent and utilities than his housemates, his housemates paid more living expenses than expected. Shortly after midterm exams, three of the student-athletes met with the former head coach to request additional athletics aid to cover the higher than expected living expenses. The former head coach advised he would determine the availability of additional aid or a stipend.

During his interview with the enforcement staff and Monmouth, student-athlete 2 stated that about one week before the former head coach left Monmouth, the former head coach told him he could secure additional aid for the five student-athletes. The former head coach advised him, however, that the aid would be placed in student-athlete 5's account so that it looked like money for a meal plan, and then distributed to the others. Likewise, student-athlete 5 reported that just before the former head coach resigned, he told him he would receive a \$2,500 increase in athletics aid but that the aid had to be divided between the other four student-athletes. Student-athletes 1, 3 and 4 stated during their interviews they understood this arrangement but did not talk directly with the former head coach about it. At the hearing, the former head coach explained he did not request that Monmouth award and distribute the additional aid equally among the five student-athletes because he was close to resigning from Monmouth.

In January 2016, after the former head coach resigned, student-athlete 5 met with the athletics director to discuss an increase in athletics aid. Student-athlete 5 told the athletics director the former head coach promised to increase his athletics aid for the spring 2016 term. Believing the former head coach promised aid as student-athlete 5 described, the athletics director processed a \$2,500 increase.

Monmouth awarded student-athlete 5 the \$2,500 increase in January 2016. Student-athlete 5 initially told the other student-athletes the \$2,500 increase was for his meal plan and refused to share the aid, which caused a disagreement. In response, student-athlete 3 contacted the former head coach on January 15, 2016, via social media. During the exchange, the former head coach told student-athlete 3 that he told student-athlete 5 the aid increase was for house bills and that student-athlete 5 should pay all the house bills if student-athlete 5 used the aid for his meal plan.

Student-athlete 5 then exchanged messages with the former head coach on social media. The former head coach advised student-athlete 5 the aid was not for a meal plan but rather to pay bills for everyone in the house. After this exchange and as discussed with the former head coach, on February 8, 2016, student-athlete 5 gave \$505 cash to student-athletes 1, 3 and 4, and \$480 cash to student-athlete 2.

As a result of the provision of aid from student-athlete 5 to the other student-athletes, Monmouth declared student-athletes 1, 3, 4 and 5 ineligible and submitted requests for reinstatement.<sup>3</sup> The NCAA Division I Committee on Student-Athlete Reinstatement granted the requests in April 2016.

#### **IV. ANALYSIS**

The violations in this case fall into four areas: (A) the provision of impermissible recruiting inducements to the prospect and impermissibly permitting the prospect to practice prior to enrollment; (B) the former head coach's failure to meet his responsibility to promote an atmosphere

---

<sup>3</sup> Monmouth did not submit a request for reinstatement on behalf of student-athlete 2 because the next head coach dismissed him from the team.

of compliance; (C) Monmouth's failure to monitor the program and the former head coach's conduct; and (D) the provision of improper athletics aid and extra benefits to four student-athletes.

**A. IMPERMISSIBLE RECRUITING INDUCEMENTS AND IMPERMISSIBLE PRACTICE PRIOR TO ENROLLMENT [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(h), 14.2.1 and 14.2.1.1.1 (2015-16)]**

From September through December 2015, Monmouth and the former head coach provided the prospect impermissible recruiting inducements. The former head coach also impermissibly permitted the prospect to practice prior to enrollment. Monmouth and the enforcement staff substantially agreed to the facts and that violations occurred. The former head coach denied knowingly violating NCAA legislation and thus contested his responsibility for the violations. The panel concludes Level II violations occurred.

**1. NCAA legislation relating to impermissible recruiting inducements and impermissible practice prior to enrollment.**

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

**2. The former head coach impermissibly arranged housing for the prospect and permitted him to practice prior to enrollment, and men's tennis student-athletes impermissibly provided the prospect transportation and meals because of the housing arrangement.**

Although the prospect had not enrolled at Monmouth because of his visa status, the former head coach arranged housing for him and permitted him to practice throughout the fall 2015 term. Because of the housing arrangement, men's tennis student-athletes provided the prospect transportation to and from practice, as well as meals. The recruiting inducements violated Bylaw 13 and practice prior to enrollment violated Bylaw 14.

Bylaw 13 governs recruiting. Bylaw 13.2.1 generally prohibits recruiting inducements and an institution's staff member from being involved, directly or indirectly, in arranging for or giving or offering to give any benefits to a prospective student-athlete other than expressly permitted by NCAA legislation. As set forth in Bylaw 13.2.1.1-(h), specifically prohibited inducements include free or reduced-cost housing. Relatedly, Bylaw 14.2.1 requires student-athletes to be enrolled full-time to participate in practice. Bylaw 14.2.1.1.1 prohibits prospects from practicing prior to enrollment.

From September through December 2015, the prospect received multiple impermissible recruiting inducements in the form of housing, transportation and meals. The inducements started when the former head coach impermissibly arranged housing for the prospect while the prospect waited for his visa status to change so he could enroll for the fall 2015 term. In particular, when his first attempt to have the prospect live with student-athlete 1 fell through because student-athlete 1 chose

to live with the other four student-athletes, the former head coach directed all five men's tennis student-athletes to house the prospect. Although the former head coach denied he ordered the student-athletes to house the prospect, the student-athletes did not believe they could refuse the former head coach. The coach did not tell the compliance staff about the housing arrangement. The housing inducement totaled \$1,232 and violated Bylaw 13.2.1-(h).

The former head coach asserted he only asked the student-athletes to house the prospect and did not have a role in determining the prospect's portion of the living expenses. Although the panel determined the former head coach directed the student-athletes to house the prospect, simply asking is itself "arranging housing" and an impermissible inducement. *See Boise State University* (2011) (concluding assistant football coaches asking student-athletes if they could house prospects and then informing prospects which student-athletes could provide housing constituted "arranging housing" and was a recruiting inducements violation).

With the prospect living near campus, the former head coach permitted the prospect to practice throughout the fall 2015 term. The prospect, however, did not enroll for the term because he did not obtain his student visa. Permitting the prospect to practice prior to enrollment violated Bylaws 14.2.1 and 14.2.1.1.1.

The housing arrangement also facilitated additional impermissible recruiting inducements. Multiple student-athletes provided rides for the prospect to practice on at least 37 occasions. The transportation inducements totaled approximately \$67. In addition, student-athlete 3 provided at least 5 meals to the prospect at the on-campus cafeteria. The meals inducements totaled at least \$56. The transportation and meals inducements totaled at least \$123 and violated Bylaw 13.2.1.

There is an increased risk of violations when a prospect moves to the institution's locale prior to enrollment. *See University of South Florida* (2017) (concluding a former assistant coach provided impermissible recruiting inducements to two prospects who stayed in the locale of campus prior to enrollment); and *Boise State* (concluding coaches and others provided impermissible recruiting inducements to multiple prospects in multiple sports who traveled to the locale of campus prior to enrollment). Likewise, the COI has warned the membership of pitfalls that could occur in these circumstances. *See Radford University* (2012) (citing several cases in which the COI warned of the elevated risk of violations when prospects arrive early on campus). This case—involving an international prospect without a student visa who stayed near campus for an entire term—is another example of the potential pitfalls that occur when a prospect moves to campus early.

Despite admitting to his conduct, the former head coach argued the panel should not hold him responsible for the violations because he did not knowingly violate NCAA legislation. Specifically, he did not believe the prospect was still considered a prospective student-athlete under NCAA legislation. Regardless of the coach's knowledge of the prospect's status, knowledge of or intent to violate the legislation does not impact the panel's conclusion regarding the former head coach's responsibility for the inducements and permitting the prospect to practice prior to enrollment. There is no "knowledge" component to Bylaws 13.2.1 or 14.2.1.1.1. An individual

can violate the bylaws, even when he or she believes in good faith that the conduct is permissible. *See Southern Methodist University* (2015) (concluding the former head men's golf coach committed a recruiting inducements violation despite not knowing the permissibility of selling merchandise at a reduced cost and believing prospects were no longer prospective student-athletes because they verbally committed).

In the alternative, the former head coach asserted the violations could be Level III because they were inadvertent, isolated and limited. *See* Bylaw 19.1.3. While the panel acknowledges the violations were inadvertent, the panel does not conclude the violations to be isolated or limited because the violations continued for the entirety of the fall 2015 term. Instead, the recruiting inducements and practice prior to enrollment are Level II violations because they are significant breaches that provided a substantial or extensive recruiting advantage as well as a substantial or extensive impermissible benefit. *See* Bylaw 19.1.2. The COI has regularly concluded impermissible recruiting inducements of a value and nature like the ones provided in this case are Level II. *See Grambling State University* (2017) (concluding an assistant women's track and field coach and members or individuals affiliated with the program collectively provided transportation, housing, lodging, meals and cash to a prospect, and transportation, housing and lodging to a prospect's father, that totaled \$1,563 in inducements); and *Sam Houston State University* (2017) (concluding the former head women's tennis coach purchased tennis rackets, paid association and tournament entry fees and arranged transportation and housing for a prospect, and paid the prospect to restring tennis rackets, that totaled \$607 in inducements). Like in these cases, impermissible recruiting inducements totaling at least \$1,355, and the impermissible practice prior to enrollment, are Level II violations.

## **B. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2015-16)]**

From September through December 2015, the former head coach failed to meet his responsibilities as head coach of the men's tennis program. Monmouth 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. The former head coach violated head coach responsibility legislation through his direct and personal involvement in the recruiting inducements and practice prior to enrollment violations.**

The former head coach failed to meet his responsibilities as a head coach during the fall 2015 term. He is presumed responsible for the head coach responsibility violation because of his direct and personal involvement in arranging housing for the prospect and permitting the prospect to practice

prior to enrollment. However, he failed to promote an atmosphere of compliance to rebut the presumption. The 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.

The former head coach did not rebut the presumption of responsibility and demonstrate he promoted an atmosphere of compliance. At the hearing, he argued he had a strong record of compliance and noted he did not previously commit a violation during his 12-year coaching career. He then provided examples of his commitment to ethical playing rules and student-athlete academics. The panel acknowledges his lack of previous violations and commitment to the playing rules. The former head coach, however, failed to identify a single effort to promote compliance, including that he actively looked for red flags and potential violations, regularly solicited feedback to determine if monitoring systems functioned properly, provided timely, consistent and continuing education for his volunteer coach and student-athletes, and consulted the compliance staff on a regular basis.

The former head coach's failure to consult the compliance staff despite the increased risk of violations with an unenrolled prospect in the locale of campus further demonstrates the former head coach's failure to promote an atmosphere of compliance. *See South Florida* and *Boise State*. While he did not believe the prospect to be a prospective student-athlete under NCAA legislation, at no time did he ask the compliance staff about how the delay in the prospect's visa status affected his status as a prospective student-athlete, the activities the prospect could engage in or the interactions the prospect could have with the athletics staff and student-athletes. Likewise, the former head coach never informed the compliance staff that the prospect lived near campus despite communications with the compliance staff at the beginning of the fall 2015 term regarding the prospect's status on the team. Instead, he made his own determination on the prospect's status and application of NCAA legislation without consulting the compliance staff. This resulted in an environment that prioritized recruiting over compliance.

The COI has regularly concluded head coach responsibility violations when the coach makes his own uninformed determination without consulting compliance staff. *See Grambling State* (concluding the former head women's track and field coach violated head coach responsibility legislation and that had she 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 the former head men's basketball 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 the former head men's basketball coach violated head coach responsibility legislation when he did not inquire and report all compliance concerns, questions or violations). Like in these cases, the

former head coach failed to consult the compliance staff and did not promote an atmosphere of compliance. Accordingly, the former head coach violated Bylaw 11.1.1.1.

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 Grambling State* (concluding the head women's track and field coach committed a Level II head coach responsibility violation based on underlying recruiting inducements violation); and *Sam Houston State* (concluding the former head women's tennis coach committed a Level II head coach responsibility violation based on underlying recruiting inducements violation).

### **C. MONMOUTH'S FAILURE TO MONITOR [NCAA Division I Manual Constitution 2.8.1 (2015-16)]**

From September through December 2015, Monmouth failed to monitor its men's tennis program and the conduct of the former head coach. Monmouth 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. Monmouth failed to monitor its men's tennis program and the conduct of the former head men's tennis coach to ensure compliance with NCAA legislation, which resulted in violations to occur undetected.**

Monmouth failed to monitor its men's tennis program and the conduct of the former head coach to ensure compliance with NCAA legislation during the fall 2015 term. As a result, the recruiting inducements and practice prior to enrollment violations continued to occur undetected. In failing to monitor, Monmouth 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.

Monmouth failed to satisfy its obligation to monitor the men's tennis program by not scrutinizing activities at practice or educating the volunteer coach during the fall 2015 term. Specifically, Monmouth did not track who attended and participated at practice. Further, athletics administrators, including the sport supervisor whose job expected him to attend practices, did not attend a single practice. In fact, on several occasions only the volunteer coach, not the former head coach, attended practice. Monmouth, however, did not educate the volunteer coach on NCAA rules or require the coach to attend compliance meetings during the fall 2015 term or any of his

six years at Monmouth. In fact, Monmouth did not require any of its volunteer coaches to attend compliance meetings. These systemic compliance failures violated Constitution 2.8.1 and prevented Monmouth from detecting the recruiting inducements and practice prior to enrollment violations.

While the systemic failures did not rise to a lack of institutional control, they demonstrate the absence of basic elements of a monitoring program and support a failure to monitor violation. Monitoring practice activities is fundamental to any compliance system. *See Stanford University* (2016) (concluding the institution failed to monitor countable athletically related activities in the women's softball program when it did not establish adequate compliance systems to ensure student-athletes did not exceed time limits). Likewise, institutions must educate more than just full-time head or assistant coaches. Institutions must also educate others that regularly work or interact with student-athletes, including volunteer coaches. *See Alabama State University* (2016) (concluding the institution failed to monitor bookstore purchases by student-athletes by not providing adequate rules education to institutional staff members and bookstore personnel); and *Alcorn State University* (2016) (concluding the institution failed to monitor eligibility certification processes in multiple sports when it did not provide adequate rules education for academic advisors on progress-toward-degree requirements). In this case, Monmouth neither monitored practice activities nor educated its volunteer coach and thus lacked basic elements of a monitoring program.

Pursuant to Bylaw 19.1.2-(b), failure to monitor violations are presumed Level II. In addition, Monmouth's failure to monitor resulted in Level II recruiting inducements and practice prior to enrollment violations. Accordingly, the panel concludes Monmouth's failure to monitor is a Level II violation. *See University of Missouri, Columbia* (2016) (concluding the institution committed a Level II failure to monitor violation involving the men's basketball program when the institution allowed Level II recruiting inducements violations to occur undetected).

## V. LEVEL III VIOLATIONS

### **IMPROPER FINANCIAL AID AND EXTRA BENEFITS [NCAA Division I Manual Bylaws 15.01.2, 15.01.3, 15.02.1 and 16.11.2.1 (2015-16)]**

In January 2016, Monmouth properly awarded \$2,500 in additional aid to student-athlete 5. On February 8, 2016, student-athlete 5 improperly provided \$505 cash each to student-athletes 1, 3 and 4, and \$480 cash to student-athlete 2. Student-athlete 5 gave the aid to the student-athletes at the direction of the former head coach to cover their higher than expected living expenses due to the housing arrangement with the prospect. Monmouth is responsible for the conduct of student-athlete 5 and violated Bylaws 15.01.2, 15.01.3 and 15.02.1.<sup>4</sup> In addition, the improper aid

---

<sup>4</sup> Only institutions may administer athletics aid. Institutions are responsible when student-athletes distribute aid to other student-athletes. *See Texas State University-San Marcos* (2005) (concluding the institution violated financial aid and extra benefits legislation when student-athletes used athletics aid to impermissibly purchase books for other student-athletes).

conferred extra benefits in the combined amount of \$1,995 on student-athletes 1, 2, 3 and 4 and resulted in a violation of Bylaw 16.11.2.1.<sup>5</sup>

## **VI. VIOLATIONS NOT DEMONSTRATED**

The enforcement staff alleged the former head coach violated unethical conduct legislation. Specifically, the enforcement staff alleged the former head coach engaged in unethical conduct by knowingly arranging for an impermissible recruiting inducement in the form of housing and directing student-athlete 5 to share aid with the other student-athletes in violation of the financial aid legislation. The panel does not conclude an unethical conduct violation.

Although the former head coach failed to meet the responsibilities of a head coach, he did not attempt to subvert NCAA recruiting legislation. Instead, the former head coach arranged housing for the prospect because he believed the prospect was no longer a prospective student-athlete under NCAA legislation. *See Southern Methodist* (concluding the facts did not warrant a separate unethical conduct violation where the former head men's golf coach offered impermissible inducements to prospects he believed were already in the program because they verbally committed but had not yet signed letters of intent). Based on the facts found by the panel and the unique circumstances surrounding the prospect's visa status and enrollment at Monmouth, the former head coach's conduct in arranging housing for the prospect did not rise to the level of unethical conduct.

Likewise, the panel does not conclude an unethical violation based on the former head coach's role in student-athlete 5 improperly providing financial aid to the other student-athletes. This part of the unethical conduct allegation is based on the former head coach's conduct in the underlying financial aid and extra benefits violations. The former head coach cannot be individually responsible for the underlying financial aid violation because it is an institutional violation. With regard to the underlying extra benefits violation, the enforcement staff did not name the former head coach as responsible for the extra benefits violation, and the former head coach denied he was at risk for the violation. While the panel considered his individual responsibility, the panel determined it was not appropriate to conform the extra benefits violation based on the notice provided to the former head coach. Accordingly, the panel does not conclude an unethical conduct violation relating to the distribution of improper financial aid because the former head coach was not individually responsible for the underlying violations.

---

<sup>5</sup> Bylaw 19.7.7.4 provides the panel discretion to conclude whether violations occurred based on information presented at the hearing, even if different from the NOA. COI Internal Operating Procedure (IOP) 4-12 clarifies this is most appropriate where the conclusions directly relate to the subject matter in the record or in situations where the parties are on reasonable notice of the nature and subject of the violation. The enforcement staff did not name the former head coach as responsible for the extra benefits violation in the NOA, and the former head coach denied he was at risk for the violation. The panel considered whether the former head coach was individually responsible for the violation. The panel determines, however, it is not appropriate to conform the extra benefits violation based on the notice provided to the former head coach.

The panel in no way minimizes the serious nature of the former head coach's violations. While the head coach responsibility violation appropriately accounts for the former head coach's failure to promote an atmosphere of compliance in the program, an additional unethical conduct violation is not merited.

## **VII. PENALTIES**

For the reasons set forth in Sections III, IV and V of this decision, the panel concludes this case involved Level II and III violations of NCAA legislation. Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal but less than a substantial or extensive recruiting advantage, including violations that involve more than a minimal but less than a substantial or extensive impermissible benefit. Level III violations are breaches of conduct that are isolated or limited in nature, provide no more than a minimal recruiting advantage and provide no more than a minimal 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 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 Bylaw 19.9.7 to prescribe penalties.<sup>6</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-Mitigated for Monmouth and Level II-Standard for the former head coach's violations.

### **Aggravating Factors for Monmouth**

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 or other substantial harm to a student-athlete or prospective student-athlete.

### **Mitigating Factors for Monmouth**

19.9.4-(a): Prompt self-detection and self-disclosure of the violations;

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

---

<sup>6</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.

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations committed by Monmouth and the men's tennis program.

Monmouth also proposed Bylaw 19.9.4-(f) Exemplary cooperation as a mitigating factor. While the panel agrees Monmouth met its obligation under the bylaws to fully cooperate, the panel determines Monmouth's level of cooperation did not rise to exemplary.

### **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.

The enforcement staff proposed four other aggravating factors with respect to the former head coach's conduct: 19.9.3-(e) Unethical conduct; (i) One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete; (j) Conduct or circumstances demonstrating an abuse of a position of trust; and (m) Intentional, willful or blatant disregard for the NCAA constitution and bylaws.<sup>7</sup> The panel determines that none of the proposed factors apply. Specifically, the panel determines the former head coach did not engage in unethical conduct. Further, the panel determines the former head coach's violations did not cause significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete as the institutional financial aid and extra benefits violations caused the student-athlete ineligibility in this case.

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

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

The former head coach proposed two other mitigating factors: 19.9.4-(g) The violations were unintentional, limited in scope and represent a deviation from otherwise compliant practices by the institution or involved individual; and (i) Other facts warranting a lower penalty range. As other facts, the former head coach asserted the compliance staff did not advise the former head coach on how the prospect's visa status affected the prospect's status at Monmouth, the loss of the former coach's assistant to another institution and serving as a coach in a non-revenue sport. The panel determines these proposed factors do not apply. Specifically, while the violations were unintentional, they were not limited in scope and did not represent a deviation from otherwise compliant practices by the former head coach who failed to promote an atmosphere of compliance. In addition, the panel determines other facts do not warrant a lower penalty range because the former head coach never consulted the compliance staff on the prospect's status as a prospective student-athlete, and the loss of an assistant to another institution and the revenue status of men's tennis do not warrant a lower penalty range.

---

<sup>7</sup> Although the panel determines Bylaw 19.9.3-(j) Conduct or circumstances demonstrating an abuse of a position of trust does not apply based on the unique circumstances in this case, there may be circumstances where head coaches hold a position of trust.

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 Monmouth's cooperation in all parts of this case and determines it was consistent with Monmouth's obligation under Bylaw 19.2.3. The panel also considered Monmouth'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-Mitigated Violations (Bylaw 19.9.5)**

1. Probation: Two years of probation from October 18, 2017, through October 17, 2019.
2. Financial penalty: Monmouth shall pay a \$5,000 fine.<sup>8</sup>
3. Recruiting restrictions: Monmouth shall be restricted from initiating the contact with an international agent or initiating the contact with an international student-athlete in Monmouth's recruitment of student-athletes for its men's tennis program from October 18, 2017, through October 17, 2019. (Self-imposed.)

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

4. Show-Cause Order: The head coach arranged for an impermissible recruiting inducement in the form of housing for the prospect, impermissibly permitted the prospect to practice prior to enrollment and violated head coach responsibility legislation. Because of the housing arrangement, men's tennis student-athletes provided the prospect additional impermissible recruiting inducements in the form of transportation and meals. The panel acknowledges the prospect could not enroll at Monmouth during the fall 2015 term due to a delay in obtaining a proper visa; however, that did not alleviate the head coach's responsibility to promote an atmosphere of compliance. Therefore, the former head coach shall be subject to a one-year show-cause order from October 18, 2017, to October 17, 2018. The former head 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 one-year show-cause period, the employing institution shall be required to contact the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why restrictions on athletically related activity should not apply.

Head coach restriction: As part of this show-cause order, and pursuant to Bylaw 19.9.5.5, should the former head coach become employed in an athletically related position at an NCAA member institution during the one-year show-cause period, the former head coach shall be suspended from 30 percent of the first season of his employment. The provisions of the suspension require that the former head coach not be present in the facility where the matches

---

<sup>8</sup> Monmouth self-imposed a \$2,500 fine. However, the panel prescribed a \$5,000 fine in light of the ranges associated with Level II-Mitigated violations in the current penalty guidelines. Monmouth shall pay the fine consistent with COI IOP 4-15-2.

are played and have no contact or communication with members of the men's tennis coaching staff or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time which begins at 12:01 a.m. the day of the first regular season match and ends at 11:59 p.m. on the day of the match that constitutes the end of the suspension period. During that period, the former head coach may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those matches from which the former head coach is suspended shall not count in the former head coach's career coaching record.

Although each case is unique, the former head coach's penalties are consistent with those prescribed in previous cases. *See Rutgers, the State University of New Jersey, New Brunswick* (2017) (prescribing a one-year show-cause order and three-game self-imposed suspension for Level II-Standard violations of the former head men's football coach who failed to monitor the football ambassador program, failed to comply with institutional policy when he contacted the instructor to arrange an impermissible academic benefit for a student-athlete and failed in his responsibilities as a head coach); and *Alabama State* (prescribing a one-year show-cause order for Level II-Standard violations of the former head men's golf coach who failed to prevent student-athletes from exceeding countable athletically related activities limitations on multiple occasions and violated head coach responsibility legislation).

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

5. Public reprimand and censure. (Self-imposed.)
6. Disassociation: Monmouth disassociated the prospect. (Self-imposed.)
7. Vacation of team and individual records: Monmouth acknowledged that ineligible participation in the men's tennis program occurred as a result of the violations in this case. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3, Monmouth shall vacate all regular season and conference tournament records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition.<sup>9</sup> 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, Monmouth'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, Monmouth's records regarding its athletics programs, as well as the records of head coaches, shall reflect the vacated records and 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

---

<sup>9</sup> Among other examples, a vacation penalty is particularly appropriate when cases involve a failure to monitor violation. *See* COI IOP 4-15-4. Further, the COI has consistently prescribed a vacation of records in cases that involved student-athletes competing after receiving extra benefits of similar monetary values. *See Saint Peter's University* (2016) and *Hawaii at Manoa*.

and NCAA archives. Any institution that may subsequently hire the affected 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 100<sup>th</sup>, 200<sup>th</sup> or 500<sup>th</sup> career victories. Any public reference to the vacated records 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 aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the athletics director) must contact the NCAA Media Coordination and Statistics office and appropriate conference officials to identify the specific student-athletes and matches 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 written report 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. A copy of the written report shall also be delivered to the OCOI at the same time.

8. During this period of probation, Monmouth 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 December 1, 2017, 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 1 during each year of probation. Particular emphasis shall be placed on rules education regarding international students, coordination between the athletics department and individuals and institutional offices that work with international prospective students and international students on issues related to the admission and enrollment of international prospective student-athletes and international student-athletes, rules education for volunteer coaches and adherence to recruiting, full-time enrollment, financial aid and extra benefits legislation;
  - d. Inform prospective student-athletes in the men's tennis program in writing that Monmouth 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 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, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
9. Following the receipt of the final compliance report and prior to the conclusion of probation, Monmouth's president shall provide a letter to the COI affirming that Monmouth's current athletics policies and practices conform to all requirements of NCAA regulations.

---

The COI advises Monmouth 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 Monmouth contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending Monmouth's probationary period, prescribing more severe penalties or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

William Bock, III  
Bobby Cremins  
Thomas Hill  
Stephen A. Madva  
Joel Maturi  
Gary L. Miller, Chief Hearing Officer  
Vince Nicastro

**APPENDIX ONE**

**CORRECTIVE ACTIONS AS IDENTIFIED IN MONMOUTH'S MAY 8, 2017,  
RESPONSE TO THE NOTICE OF ALLEGATIONS**

1. Monmouth met with the volunteer coach for one-on-one compliance education on February 27, 2017.
2. The Monmouth athletic department will require all volunteer coaches to complete the NCAA recruiting exam for educational purposes.
3. The compliance office films each of its monthly coaches compliance meetings to provide education to staff who cannot attend due to competition, etc.
4. The compliance office adjusted their education with the student-athletes for the beginning of the year. Instead of having the men's tennis team meet with multiple other teams for their NCAA rules education meeting, compliance met with the team individually. The individual team meeting ensured a more through educational process with more opportunities to ask questions.
5. The ten-month compliance intern position became a full-time 12-month position in July 2016. Currently, the compliance office is working on securing an additional summer compliance intern.
6. Monmouth appropriately declared student-athletes ineligible and reinstated them through the NCAA Student-Athlete Reinstatement process.
7. Monmouth evaluated its other programs and determined that the violations were confined to the men's tennis program and occurred due to the misconduct of a single individual who is no longer associated with Monmouth.
8. Monmouth restructured supervision of its sport supervisors to provide more oversight of the men's tennis program.
9. The Monmouth compliance staff now includes three full-time staff members.

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

**Division I 2015-16 Manual**

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

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

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

**13.2.1.1 Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (h) Free or reduced-cost housing;

**14.2.1 Requirement for Practice.** To be eligible to participate in organized practice sessions, a student-athlete shall be enrolled in a minimum full-time program of studies leading to a baccalaureate or equivalent degree as defined by the regulations of the certifying institution.

**14.2.1.1 Prohibited Practice Activities.** A prospective student-athlete shall not engage in any practice activities (e.g., review of playbook, chalk talk, film review) with a coaching staff member prior to his or her enrollment. A prospective student-athlete who has signed a National Letter of Intent or the institution's written offer of admission and/or financial aid, or has submitted a financial deposit to the institution in response to the institution's offer of admission shall not

observe an institution's off-field or off-court practice session (e.g., meeting, film review) that is closed to the general public. A prospective student-athlete may observe an institution's on-field or on-court practice session (including a session that is closed to the general public), regardless of whether he or she has signed a National Letter of Intent or the institution's written offer of admission and/or financial aid, or has submitted a financial deposit to the institution in response to the institution's offer of admission.

**15.01.2 Improper Financial Aid.** Any student-athlete who receives financial aid other than that permitted by the Association shall not be eligible for intercollegiate athletics.

**15.01.3 Financial Aid Not Administered by Institution.** Any student who receives financial aid other than that administered by the student-athlete's institution shall not be eligible for intercollegiate athletics competition, unless it is specifically approved under the Association's rules of amateurism (see Bylaw 12) or the aid is:

- (a) Received from one upon whom the student-athlete is naturally or legally dependent; or
- (b) Awarded solely on bases having no relationship to athletics ability; or
- (c) Awarded through an established and continuing program to aid students under the conditions listed in Bylaw 15.2.6.3.

**15.02.1 Administered By.** Financial aid is administered by an institution if the institution, through its regular committee or other agency for the awarding of financial aid to students generally, makes the final determination of the student-athlete who is to receive the award and of its value.

**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.