



LAMAR UNIVERSITY
PUBLIC INFRACTIONS DECISION
SEPTEMBER 22, 2016

I. INTRODUCTION

The NCAA Division I Committee on Infractions is an independent administrative body of the NCAA comprised of individuals from the Division I membership and the public. The committee is charged with deciding infractions cases involving member institutions and their staffs.¹ This case involved the men's golf program at Lamar University.² It also involved the then head and assistant men's golf coaches. A panel of the committee considered this case through the cooperative summary disposition process in which all parties agreed to the primary facts and violations, as fully set forth in the summary disposition report (SDR). The panel proposed further penalties to the institution and coaches. The institution did not accept three of the proposed penalties, arguing that they were not warranted due to the nature of the violations. The coaches did not respond. The institution has the opportunity to appeal those three penalties.

The agreed-upon violations centered on impermissible financial aid and benefits in the men's golf program and stemmed from activities of the then head men's golf coach. Specifically, the then head men's golf coach provided or arranged for approximately \$15,500 worth of impermissible benefits to three student-athletes. The money went towards the student-athletes' financial aid costs. The then head men's golf coach also reduced two student-athletes' financial aid awards without notice and without an opportunity for a hearing. The parties agreed the violations are Level I. The panel concurs.

With respect to the then men's golf coaches, both failed to meet their obligations under the NCAA bylaws. First, the then head men's golf coach committed unethical conduct when he knowingly provided or arranged for the provision of impermissible benefits. Because of the then head men's golf coach's knowing, direct involvement in the violations, he also failed to promote an atmosphere of compliance. Further, the then men's golf coaches failed to cooperate with the investigation. The panel concludes the violations are Level I.

The panel accepts the parties' factual agreements and that violations occurred in this case. After considering the aggravating and mitigating factors, the panel classifies this case as Level I-

¹ Infractions cases are decided by hearing panels comprised of NCAA Division I Committee on Infractions members. Decisions issued by hearing panels are made on behalf of the Committee on Infractions.

² A member of the Southland Conference, the institution's total enrollment is approximately 15,000. The institution sponsors eight men's sports and nine women's sports. This is the institution's second major, Level I or Level II case. Previously, the institution had major infractions cases in 1992 (women's basketball.)

Standard for the institution and Level I-Aggravated for then then men's golf coaches. Utilizing the penalty guidelines, the panel prescribes the following required core penalties: a three-year probationary period; one-year postseason ban; financial penalty; scholarship reductions; recruiting restrictions; vacation of records; five-year show-cause orders for both the then head and assistant men's golf coaches and administrative reporting requirements.

II. CASE HISTORY

On March 9, 2015, a men's golf student-athlete emailed the director of athletics outlining concerns with the then head men's golf coach (former head coach). The following day, the director of athletics had a meeting with the associate general counsel for the Texas State University System, notified key institutional officials and initiated an internal investigation. On March 18, 2015, the director of athletics informed the former head coach of the matters and placed him on administrative leave. On March 23, 2015, the former head coach resigned.

On March 25, 2015, the institution scheduled a meeting with a then assistant men's golf coach (former assistant coach). On March 26, 2015, the director of athletics self-reported violations to the enforcement staff. On April 3, 2015, the former assistant coach resigned. On May 4, 2015, the enforcement staff provided the institution with a verbal notice of inquiry. Three days later, the institution and enforcement staff began a cooperative investigation. On October 1, 2015, the enforcement staff provided the institution with a draft notice of allegations. On October 19, 2015, the institution expressed a desire to process the case through summary disposition. From late March through August 4, 2015, the enforcement staff provided the former head and assistant coaches with correspondence requesting interviews to discuss the violations in the draft SDR. On November 18, 2015, the enforcement staff submitted a final letter requesting the coaches' cooperation in the summary disposition process and provided the coaches with a draft notice of allegations.

On March 1, 2016, the parties submitted the SDR to the committee. On March 14, 2016, a panel of the committee considered the case, and three days later proposed additional penalties to the institution and both coaches. On March 22, 2016, the enforcement staff informed the parties that it inadvertently did not include the institution's self-imposed penalties in the submitted SDR. The next day, the panel withdrew its proposed penalties until after it had an opportunity to review the institution's actions.³ After reconvening, the panel proposed additional penalties to the institution in a letter of April 5, 2016. The institution identified some corrections in the proposed penalty letter; therefore, the panel reissued it on April 13, 2016. On April 22, 2016, the institution responded, accepting some of the proposed additional penalties but contesting three others. On June 28, 2016, the institution submitted its position on the three disputed penalties in writing to the panel. The panel conducted an expedited penalty hearing via videoconference on July 27, 2016.

³ The panel did not withdraw the former head coach and former assistant coaches proposed show-cause orders because there was no information omitted related to them.

III. PARTIES' AGREEMENTS

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

The parties jointly submitted a SDR that identifies an agreed-upon factual basis, violations of NCAA legislation and violation levels. The SDR identifies:

- 1. [NCAA Division I Manual Bylaws 10.1, 10.1-c, 11.1.1.1, 15.01.2, 15.01.3, 15.3.2.3, 15.3.4.2.1 and 15.3.4.3.2 (2014-15); 11.1.2.1 and 15.5.3.1.1 (2012-13); and 16.11.2.1 (2012-13 and 2014-15)]**

During the 2012-13 and 2014-15 academic years, the former head coach violated NCAA legislation involving ethical conduct, head coach responsibility and financial aid when he knowingly provided, or arranged to provide, impermissible benefits to at least three student-athletes in the form of cash for books, rent and tuition expenses.

The former head coach also took financial aid money from two men's golf student-athletes (student-athletes 1 and 2, respectively) to provide impermissible benefits to a third men's golf student-athlete (student-athlete 3). During the 2014-15 academic year, the former head coach's actions caused the men's golf team to exceed the maximum equivalency limit of 4.5 by .39.

The total value of the impermissible benefits to men's golf student-athletes 1 and 3 and another men's golf student-athlete (student-athlete 4) was approximately \$15,500, while the total value of the financial aid money the former head coach took from student-athletes 1 and 2 was approximately \$5,600. Specifically:

- a. In January 2013, the former head coach knowingly provided student-athlete 4, who reasonably believed he was on a textbook scholarship, with \$600 in cash when student-athlete 4 was unable to obtain his required textbooks for the spring semester from the school bookstore. [NCAA Bylaws 10.1, 10.1-c, 15.01.2, 15.01.3 and 16.11.2.1 (2012-13)]
- b. During the 2012 fall semester, the former head coach knowingly provided student-athlete 1 with \$2,700 in cash so student-athlete 1, who reasonably believed the money was part of his grant-in-aid, could cover the cost of his off-campus apartment rent for nine months. [NCAA Bylaws 10.1, 10.1-c, 15.01.2, 15.01.3 and 16.11.2.1 (2012-13)]
- c. During the 2014-15 academic year, the former head coach knowingly took financial aid from student-athlete 1's and student-athlete 2's athletics grants-in-aid during the period of their awards. The amount of the reduction was approximately \$5,600. Additionally, student-athletes 1 and 2 were not provided

notice that their financial aid would be reduced or an opportunity for a hearing. [NCAA Bylaws 10.1, 15.3.2.3, 15.3.4.2.1 and 15.3.4.3.2 (2014-15)]

- d. During the 2014-15 academic year, the former head coach knowingly arranged to provide, or provided, student-athlete 3 with approximately \$12,200 in impermissible benefits to cover costs for student-athlete 3's tuition and textbooks. [NCAA Bylaws 10.1, 10.1-c, 15.01.2, 15.01.3, 15.5.3.1.1 and 16.11.2.1 (2014-15)]

2. [NCAA Division I Manual Bylaws 10.01, 10.1-(a) and 19.2.3 (2014-15)]

The former head coach violated the principles of ethical conduct legislation and his duty to cooperate when he failed to furnish information relevant to an NCAA investigation when requested to do so by the NCAA enforcement staff and the institution on multiple occasions.

3. [NCAA Division I Manual Bylaws 10.01, 10.1, 10.1-(a) and 19.2.3 (2014-15)]

The former assistant coach violated the principles of ethical conduct legislation and his duty to cooperate when he failed to furnish information relevant to an NCAA violation when requested to do so by the NCAA enforcement staff on multiple occasions.

B. PARTIES' AGREED-UPON AGGRAVATING AND MITIGATING FACTORS

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

1. Agreed-upon aggravating and mitigating factors. [NCAA Bylaws 19.9.3 and 19.9.4]

a. Aggravating Factors. [NCAA Bylaw 19.9.3]

(1) Institution.

- a. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct. [NCAA Bylaw 19.9.3-(h)]
- b. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete. [NCAA Bylaw 19.9.3-(i)]
- c. Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [NCAA Bylaw 19.9.3-(m)]

(2) Former head coach.

- a. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct. [NCAA Bylaw 19.9.3-(h)]
- b. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete. [NCAA Bylaw 19.9.3-(i)]
- c. Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [NCAA Bylaw 19.9.3-(m)]
- d. Obstructing an investigation or attempting to conceal the violation. [NCAA Bylaw 19.9.3-(d)]
- e. Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information. [NCAA Bylaw 19.9.3-(e)]

(3) Former assistant coach.

- a. Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information. [NCAA Bylaw 19.9.3-(e)]

b. Mitigating Factors. [NCAA Bylaw 19.9.4]

(1) Institution.

- a. Prompt self-detection and self-disclosure of the violations. [NCAA Bylaw 19.9.4-(a)]
- b. Prompt acknowledgment of the violation, acceptance of responsibility and imposition of meaningful corrective measures and penalties. [NCAA Bylaw 19.9.4-(b)]
- c. Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction or institutional/coaches' control standards. [NCAA Bylaw 19.9.4-(e)]

(2) Former head coach.

None.

(3) Former assistant coach.

None.

IV. REVIEW OF CASE

A. Agreed-upon violations

The SDR fully details the parties' positions in the infractions case and includes the agreed-upon primary facts, violations, violation levels and aggravating and mitigating factors. After reviewing the parties' principal factual agreements and the respective explanations surrounding those agreements, the panel accepts the parties' SDR and concludes that the facts constitute financial aid, impermissible benefit, head coach responsibility and unethical conduct Level I violations. The conduct violated NCAA Bylaws 10, 11, 15 and 19.

With respect to financial aid, the former head coach provided or arranged to provide three student-athletes with approximately \$15,500 in impermissible benefits. The student-athletes used the impermissible money for books, rent and tuition expenses. He also reduced two student-athletes' financial aid awards by approximately \$5,600 without notice or the opportunity for a hearing. The payments and reductions violated NCAA Bylaws 15 and 16.

NCAA Bylaw 15 outlines financial aid requirements. NCAA Bylaw 15.01.2 indicates that student-athletes are ineligible for participation if they receive aid other than permitted by the Association. Generally, NCAA Bylaw 15.01.3 limits that provision to the institution. It also identifies other specific exceptions. Taken together, NCAA Bylaws 15.3.2.3, 15.3.4.2.1 and 15.3.4.3.2 require the institution to provide student-athletes with written notice and an opportunity for a hearing if it reduces or does not renew financial aid during the period of the award or for the next academic year. NCAA Bylaw 15.5.3.1.1 sets men's golf equivalencies at 4.5. NCAA Bylaw 16.11.2.1 prohibits institutional employees from providing student-athletes with extra benefits.

The former head coach provided three student-athletes with money that violated both benefit and financial aid legislation. Specifically, he provided one student-athlete with \$600 for books, another with \$2,700 for rent and arranged for or provided another with \$12,200 for tuition and textbooks. Although the institution had previously provided these student-athletes with these expenses in earlier financial aid agreements, the student-athletes' aid was subsequently reduced or cancelled.⁴ When the student-athletes questioned the former head coach about the changes in financial aid, he assured each of them that it would be taken care of. Therefore, when the former

⁴ Due to an administrative error, student-athlete 1 received books during his first semester when his grant-in-aid did not include a book scholarship. He was the only student-athlete at the institution in which this error occurred. The parties submitted and processed the violation as Level III. Because the violation was limited to student-athlete 1's first semester, it prompted him to inquire about the change. Based on his first semester, student-athlete 1 did not know his grant-in-aid did not include books.

head coach provided (or arranged) for the financial aid, none of the student-athletes thought it was impermissible. He also reduced two student-athletes' financial aid agreements during the period of their award without notice or the opportunity for a hearing.⁵ The former head coach asked them to withdraw money they received as part of their aid and provide it to him for another men's golf student-athlete.⁶

When the former head coach paid the student-athletes, he violated NCAA Bylaws 15.01.2 and 15.01.3 because the payments were outside the permissible distribution method and sources contemplated by the bylaws. The provision also rendered the student-athletes immediately ineligible. The payments also violated NCAA Bylaw 16.11.2.1 because it was outside permissible financial aid. Finally, the \$12,200 payment caused the men's golf program to exceed the limit of 4.5 equivalencies, violating NCAA Bylaw 15.5.3.1.1. Similarly, when the former head coach collected financial aid from two student-athletes he decreased their financial aid during the term of the agreement. NCAA Bylaws require the institution to provide the student-athletes with notice and an opportunity for a hearing. Because the student-athletes were not afforded those opportunities, the institution violated NCAA Bylaws 15.3.2.3, 15.3.4.2.1 and 15.3.4.3.2. The parties agreed and the panel concludes that the violations are Level I.

The former head coach is also individually culpable for his involvement in the financial aid violations and his later refusal to cooperate with the investigation. Similarly, the former assistant coach is individually culpable for his refusal to cooperate with the investigation. The former head coach's conduct violated NCAA Bylaws 10, 11 and 19. The assistant coach's conduct also violated NCAA Bylaws 10 and 19.

NCAA Bylaw 10.1 defines unethical conduct. One example of unethical conduct is NCAA Bylaw 10.1-(c), the knowing provision of an extra benefit or improper financial aid. NCAA Bylaw 11.1.1.1 requires head coaches to promote an atmosphere of compliance within their programs. NCAA Bylaw 19.2.3 places a duty on all current and former institution staff members to cooperate. If current or former institutional employees refuse to furnish relevant information, that refusal can be deemed unethical conduct under NCAA Bylaw 10.1-(a).

As a veteran coach, the former head coach knew, or should have known, that he could not supplement student-athletes' financial aid agreements. With the first two student-athletes, the men's golf program had not reached the equivalency limit. The former head coach could have requested additional aid to cover the cost of their books and rent, but chose not to. Instead, he knowingly provided cash to cover their costs. Later, he arranged for or paid for a third student-athlete's tuition and books. The former head coach arranging or providing the three student-athletes with \$15,500 violated NCAA Bylaw 10.1-(c). He engaged in further unethical conduct

⁵ During fall 2012, the former head coach provided student-athlete 2 with \$2,700 to cover his rent expenses. Two years later, he reduced his financial aid during the period of the award without notice or the opportunity for a hearing.

⁶ The parties believe that the former head coach used the aid he collected to pay the \$12,200 in tuition and textbook expenses.

when he requested and collected \$5,600 from two men's golf student-athletes. His conduct violated the general provision of NCAA Bylaw 10.1.

The former head coach intentionally committed these violations over a three-year period. He also assured his student-athletes that he was taking care of their concerns. Ultimately, it was one of his student-athletes who recognized the inappropriate behavior and reported concerns about the former head coach's actions to the institution's director of athletics. The former head coach was in a position of authority and trust. He was required to set the proper tone for his program. Rather than setting the proper tone, he openly provided three student-athletes with impermissible financial aid. Further, and to the detriment of two student-athletes, he requested and took their financial aid. During those three academic years, the former head coach failed to live up to the expectations of head coaches and promote an atmosphere of compliance. Therefore, the panel concludes that the former head coach violated NCAA Bylaw 11.1.1.1. Those violations are Level I.

Also, the former head coach and former assistant coach failed to fulfill their duty to cooperate. The cooperative principal is a core, fundamental principal from which the entire infractions process is based. Both the institution and the enforcement sought the coaches' cooperation. Neither complied, and they did not participate in the SDR process. When the coaches failed to answer the institution's questions and later refused to submit to an interview, the coaches violated a fundamental expectation of all current and former staff members. The coaches engaged in unethical conduct and violated NCAA Bylaws 10.1-(a) and 19.2.3. Those violations are Level I.

B. Contested penalties

After accepting the facts and violations in the SDR, the panel proposed additional penalties to the institution. The institution did not agree to three proposed penalties: (1) a three-year term of probation; (2) a postseason ban for the men's golf team during the 2016-17 academic year; and (3) certain recruiting restrictions on the men's golf program, including reductions in official paid visits, recruiting communications and off-campus evaluations. In its June 28, 2016 written submission, and at the expedited penalty hearing, the institution provided context to its position that the panel should have deviated from required core penalties. It argued that because the violations were surreptitiously committed by the coaches and the case did not include either failure to monitor or lack of institutional control, the panel should have departed downward from the penalty guidelines.⁷

After considering the institution's position and the violations it agreed to in the SDR, the panel determines that the three disputed proposed penalties remain appropriate. However, the panel reduces the period of probation to two years. The penalties are appropriate due to the

⁷ The institution also asked the hearing panel to recuse itself because an administrative error resulted in its inability to consider institutionally imposed penalties and corrective actions during the panel's initial deliberations. The panel considered this request, assured itself that everyone on the panel had fully reviewed all pertinent information both before and after the expedited hearing, and further confirmed that each person could consider the matter fairly. Therefore, the panel declined the recusal request.

seriousness of the agreed-upon violations and because they are mandatory for Level I – Standard cases.

Through the SDR, the institution agreed that the case involved severe breaches of conduct committed by two of its staff members. The institution further agreed that the violations seriously threatened the collegiate model and resulted in an extensive extra benefit. Further, as a result of the violations, the institution exceeded the maximum allowed amount of athletically related aid for the men's golf program during one academic year and allowed student-athletes to participate while ineligible. Specifically, student-athlete 1 competed while ineligible during the fall of 2012 and spring of 2013, student-athlete 3 competed while ineligible in the 2014-15 academic year, and student-athlete 4 competed while ineligible in spring of 2013.

Pointing out that the coaches' violations were undetectable, and relying on the panel decision to depart downward from mandatory penalties in *Weber State University* (2014), the institution argued that the panel should deviate from the required penalties of the penalty guidelines in this matter. However, *Weber State* is distinguishable from the present matter. While the violations in the present matter occurred during two separate academic years, the institution in *Weber State* discovered, investigated and reported the violations within 21 days. Further, while three student-athletes in the present matter participated while ineligible after receiving impermissible benefits, no student-athletes participated while ineligible in *Weber State*. Finally, by reducing the aid awarded to student-athletes 1 and 2 in the 2014-15 academic year, the institution had approximately \$5,600 in otherwise unavailable aid to award to men's golf student-athletes. The availability of this amount of aid bestowed a substantial recruiting advantage upon the institution compared to institutions that complied with NCAA financial aid legislation. As the participating parties agreed that the violations are Level I – Standard, the panel is obligated to prescribe penalties from the range set forth in Figure 19-1 of the penalty guidelines in NCAA Bylaw 19. All three contested penalties in this case are the minimum required for competition penalties, recruiting restrictions and length of probation. This case did not warrant deviation from the mandatory penalties for Level I – Standard cases.

Weber State was the first case in which a panel of the committee prescribed penalties pursuant to the new penalty guidelines. Since that time, the panels have adhered to the guidelines. *University of North Carolina at Greensboro* (2015) (prescribing penalties from the guidelines in a Level II – Mitigated case); *University of West Virginia* (2015) (prescribing penalties from the guidelines in a Level II – Standard case); *Southeastern Louisiana University* (2015) (prescribing penalties from the guidelines in a Level II – Standard case); *University of Louisiana at Lafayette* (2016) (prescribing penalties from the guidelines in a Level I – Mitigated case); *Georgia Southern University* (2016) (prescribing penalties from the guidelines in a Level I – Mitigated case). Since the *Weber State* decision, the panels have only deviated upwards to prescribe more stringent penalties than those set forth in the guidelines. See, e.g., *Southeast Missouri State University* (2016) (adding an additional year of probation to a Level II – Mitigated case due to the need for oversight); *Samford University* (2016) (adding an additional year of probation in a Level II – Standard case due to the case being the institution's second in five years). The facts and violations in this case do not require the panel to deviate from the guidelines in the present case.

Moreover, past cases with different facts do not dictate a deviation from the penalty guidelines approved by the NCAA membership.

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 that this case involved Level I violations of NCAA legislation. The panel then determined the applicable penalty classification. Level I violations are severe breaches of conduct that seriously undermine or threaten the integrity of the NCAA Collegiate Model. Specific examples of Level I violations include failure to cooperate in NCAA investigations and unethical conduct.

The parties proposed *NCAA Bylaw 19.9.3-(b) A history of Level I, II or Major violations by the institution* as an aggravating factor. The panel disagrees. The panel does not determine that the institution's 1992 infractions case is an aggravating factor. The parties also proposed *NCAA Bylaw 19.9.4-(d) An established history of self-reporting Level III violations* as a mitigating factor. The panel does not determine that 42 self-reported violations over ten years amounts to a mitigating factor for the institution. Further, the institution proposed *NCAA Bylaw 19.9.4-(f)(2) Exemplary cooperation* as an additional mitigating factor. The panel determines that the institution met its obligations under the bylaws, but its cooperation did not rise to exemplary. Therefore, the panel determines that three aggravating and three mitigating factors apply to the institution's case. The panel accepts the proposed aggravating and mitigating factors for the former coaches. After determining and weighing the appropriate aggravating and mitigating factors, the panel classifies the institution's case as Level I-Standard and the former head and assistant coach's cases as Level I-Aggravated.

The violations predominately occurred after the implementation of the new penalty structure. Therefore, pursuant to NCAA Bylaw 19.9.1, the panel prescribes penalties under current NCAA Bylaw 19 and the penalty guidelines. When reviewing a case under the new penalty guidelines, the panel assesses aggravating and mitigating factors by weight, as well as number.

The institution agreed to the facts, violations and violation levels. The institution did not agree to Penalties Nos. 1, 2 and 5; therefore, it has the opportunity to appeal those three penalties. All penalties prescribed in this case are independent and supplemental to any action that has been or may be taken by the Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

The institution's corrective actions are contained in the Appendix. After considering all information relevant to the case, the panel prescribes the following penalties. Those penalties that were self-imposed by the institution are so noted.

Core Penalties for Level I - Standard Violations (NCAA Bylaw 19.9.5)

1. **Probation:** Two years of probation from September 22, 2016, to September 21, 2018, or completion of the final penalty, whichever is later.⁸
2. **Competition Penalty:** The men's golf team shall end its season with the last scheduled regular season match and be banned from postseason competition during 2016-17 academic year.
3. **Financial Penalty:** The institution shall pay a \$5,000 fine plus an amount equal to one percent (1%) of the institution's average men's golf budget for the previous three years.⁹
4. **Scholarship Reductions:** The men's golf program shall limit the total number of scholarships for the 2014-15 academic year to 3.5 equivalencies. (Institution imposed.)¹⁰
5. **Recruiting Restrictions:**
 - a. **Recruiting Visit Restrictions:** The institution shall prohibit unofficial visits during a seven-week period and reduce the number of official paid visits by 12.5 percent (12.5%) based on the average number provided during the previous four years in the men's golf program during the 2016-17 academic year;
 - b. **Recruiting Communication Restrictions:** The institution shall prohibit members of the men's golf program from recruiting communications during a seven-week period during the 2016-17 academic year; and
 - c. **Off-Campus Recruiting Restrictions:** The institution shall prohibit members of the men's golf coaching staff from conducting off-campus evaluations of prospective student-athletes during a seven-week period of the 2016-17 academic year.

Core Penalties for the former head coach's Level I-Aggravated Violations (NCAA Bylaw 19.9.5)

6. **Show-Cause Order:** This case involved the former head coach's intentional violations of NCAA legislation. As a person of authority, the former head coach should be held to a high standard. When the former head coach participated in the wrongful conduct, he did not

⁸ Probationary periods always commence with the release of the infractions decision. Pursuant to NCAA Bylaws 19.3.6-(e), 19.9.5.7 and Internal Operating Procedure 2-1-1, the committee tethers probationary periods to the prescribed penalties.

⁹ The fine must be calculated in accordance with Division I Committee on Infractions Operating Procedure 4-16-2 and 4-16-2-1.

¹⁰ Pursuant to NCAA Bylaw 19 penalty guidelines, the panel would have prescribed a 12.5 percent reduction in scholarship equivalencies for the 2016-17 academic year as part of the penalties. However, as the self-imposed reduction of a full scholarship for the 2014-15 academic year exceeded 12.5 percent, the panel adopts the institution's penalty and declines to penalize the institution further.

fulfill that standard. Further, the former head coach had a responsibility to cooperate with the investigation. He committed unethical conduct when he ignored and refused to cooperate with the enforcement staff and institution. Therefore, the former head coach will be informed in writing by the NCAA that should he be employed or affiliated in an athletically related position at another NCAA member institution during a five-year period, from September 22, 2016, through September 21, 2021, within 30 days of the former head coach's hiring, that employing institution shall ask for a date to appear before a hearing panel to show cause why restrictions on all athletically related duties should not apply.

Core Penalties for the former assistant coach's Level I-Aggravated Violations (NCAA Bylaw 19.9.5)

7. **Show-Cause Order:** This case demonstrated that the former assistant coach committed unethical conduct when he failed to fulfill his obligation to provide relevant information to NCAA violations when requested to do so by the NCAA enforcement staff. Despite multiple requests, the former assistant golf coach did not respond, refused or declined to participate in an interview with the enforcement staff. The responsibility to cooperate is critical to the Association's infractions process. The former assistant coach did not fulfill his responsibility. Therefore, the former assistant coach will be informed in writing by the NCAA that should he be employed or affiliated in an athletically related position at another NCAA member institution during a five-year period, from September 22, 2016, through September 21, 2021, within 30 days of the former assistant coach's hiring, that employing institution shall ask for a date to appear before a hearing panel to show cause why restrictions on athletically related duties should not apply.

Additional Penalties for Level I-Standard Violations (NCAA Bylaw 19.9.7)

8. Public reprimand and censure.
9. When the student-athletes referenced in Violation No. 1 received extra benefits that resulted in impermissible financial aid they immediately became ineligible for intercollegiate competition. Therefore, pursuant to NCAA Bylaws 19.9.7-(g) and 31.2.2.3, the institution shall vacate all regular season and conference tournament records and participation in which the ineligible student-athletes detailed in Violation No. 1 participated. This order of vacation includes all regular season competition and conference tournaments.¹¹ The individual records of the ineligible student-athletes will also be vacated. However, the individual finishes and any awards for all eligible student-athletes will be retained. Further, the institution's records regarding its athletics programs, as well as the records of head coaches, will reflect the vacated records and will be recorded in all publications in which such records

¹¹ Among other examples, the committee has indicated that a vacation penalty is particularly appropriate when cases involve serious intentional violations or the direct involvement of a coach. Further, the committee has consistently applied 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); *University of Hawaii at Manoa* (2015); *Syracuse University* (2015) and *Wichita State University* (2015).

are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coaches shall similarly reflect the vacated wins in their career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated contests shall be removed from the athletics department stationary, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in these sports shall be returned to the Association.

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

10. During this period of probation, the institution 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 institution staff members with responsibility for certification of student-athletes' eligibility for admission, financial aid, practice or competition;
- b. Submit a preliminary report to the Office of the Committees on Infractions by November 15, 2016, setting forth a schedule for establishing this compliance and educational program;
- c. File with the Office of the Committees annual compliance reports indicating the progress made with this program by July 31 of each year during the probationary period. Particular emphasis should be placed on monitoring the financial aid process. Specifically, the panel requires that as part of its annual report, the institution specifically detail the progress made toward acclimating, educating and monitoring the financial aid process. The institution shall also develop specific protocols for educating and monitoring international student-athletes of the financial aid process;
- d. Inform prospective student-athletes in the men's golf program that the institution is on probation for two years and detail the violations committed. If a prospective student-athlete takes an official paid visit, the information regarding violations, penalties and

terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospective student-athlete signs a National Letter of Intent; and

- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport program and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage (i.e., landing page). The information shall also be included in institutional media guides and in an alumni publication. The institution's statement must: (1) clearly describe the infractions; (2) include the length of the probationary period associated with the Level I infractions case; and (3) give members of the general public a clear indication of what happened in the Level I infractions 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.

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

NCAA COMMITTEE ON INFRACTIONS PANEL

Greg Christopher
Alberto Gonzales
Gary L. Miller, Chief Hearing Officer
Eleanor Myers
Jill Pilgrim
Greg Sankey

APPENDIX

**CORRECTIVE ACTIONS AS IDENTIFIED IN THE INSTITUTION'S MARCH 1, 2016,
SUMMARY DISPOSITION REPORT**

1. As soon as the former head coach was suspected of possible NCAA rules violations during the internal investigation, he was notified verbally¹ (as he was not on campus) and immediately put on administrative leave pending the outcome of the investigation. The former head coach was placed on administrative leave on March 18, 2015. On March 23, 2015, the former head coach had an in person meeting with the athletics director and the associate athletics director to further discuss the information obtained during the investigation. At that time, the athletics director and the associate athletics director made the former head coach aware of his obligation under NCAA Bylaw 10.1 to report truthful information, and to furnish information relevant to the institution's investigation. Although the former head coach attended this meeting with both the athletics director and the associate athletics director, he refused to answer any questions regarding the reported information or whether he provided any impermissible benefits to any golf student-athletes in the institution's golf programs. Instead, he submitted his written resignation to the athletics director and left abruptly.
2. As to the former assistant coach, on April 3, 2015, the athletics director verbally contacted the former assistant coach to discuss matters reported by the men's golf student-athletes. At that time, the athletics director and the associate athletics director made the former assistant coach aware of his obligation under NCAA Bylaw 10.1 to report truthful information, and to furnish information relevant to the institution's investigation. The former assistant coach reported to the athletics director and the associate athletics director that he did not have any knowledge of the matters outlined by the men's golf student-athletes, and he did not have any knowledge regarding whether the former head coach provided impermissible benefits to any student-athletes in the men's or women's golf programs. Following the meeting with the athletics director and the associate athletics director, the former assistant coach submitted his resignation to the athletics director.