



**UNIVERSITY OF THE PACIFIC  
PUBLIC INFRACTIONS DECISION  
SEPTEMBER 20, 2017**

**I. INTRODUCTION**

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and the public. The COI decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved the men's basketball and baseball programs at the University of the Pacific.<sup>2</sup> The basketball violations centered on academic misconduct and impermissible recruiting inducements. They involved three members of the men's basketball staff, including the former head men's basketball coach (head basketball coach). The sole baseball violation concerned the former head baseball coach's provision of impermissible athletically related financial aid to a student trainer.

The majority of the men's basketball violations stemmed from the coaching staff's excessive and impermissible involvement in prospective student-athletes' distance learning courses during the summer of 2014. The prospects, who were primarily two-year transfers, needed the courses to cure academic deficiencies and meet transfer and eligibility requirements. Thus, the head basketball coach implemented a fraudulent scheme to ensure the prospects successfully completed their courses. This resulted in three violations of NCAA legislation: (1) the head basketball coach engaged in academic misconduct when he provided prospects with answers to coursework and exams in violation of university policy; (2) the head basketball coach, former assistant men's basketball coach (assistant coach) and former special assistant to the head basketball coach (special assistant) provided impermissible recruiting inducements when they arranged for prospects to take exams without the required proctors; and (3) the assistant coach provided further inducements when he paid for one prospect's distance learning courses. Because the coaches knowingly provided the recruiting inducements, their conduct was unethical. These are Level I violations.

Unrelated to the distance learning courses, the head basketball coach provided additional recruiting inducements to three international prospects in 2014 and 2015 when he arranged for representatives of the institution's athletics interests to sponsor the prospects' student visa applications. This is a Level II violation.

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

<sup>2</sup> A member of the West Coast Conference, the University of the Pacific has an enrollment of 6,128 students. It sponsors 11 women's and seven men's sports. The institution had a previous major infractions case in 1991 (men's basketball).

The investigation into the men's basketball violations was significantly hindered by the conduct of the involved staff members. Specifically, all three staff members failed to cooperate at various points during the investigation, and both the head basketball coach and the assistant coach provided false or misleading information. Even more troubling, the head basketball coach attempted to influence two individuals' statements prior to their interviews with the institution and the enforcement staff. These unethical conduct and failure to cooperate violations are Level I for all three staff members.

The scope and nature of the men's basketball violations demonstrated a failure to monitor, both on the part of the head basketball coach and the institution. The head basketball coach was at the center of the conduct and admitted letting his staff get "out of control." His personal involvement in and knowledge of the violations demonstrated that he failed to promote an atmosphere of compliance within the program and did not monitor his staff. For its part, Pacific failed to monitor the activities of the men's basketball coaching staff, particularly as it related to the staff's involvement with prospects' distance learning courses. The head coach responsibility violation is Level I and the institutional failure to monitor violation is Level II.

With respect to the baseball program, the sole violation occurred in June 2014 when the former head baseball coach (baseball coach) provided a student trainer with \$16,000 in impermissible athletically related financial aid. The student trainer lived with two enrolled baseball student-athletes, one of whom was her brother. The baseball coach awarded her the aid with the intent that it benefit the two baseball student-athletes by offsetting their housing costs. The coach had sought and received approval for this arrangement from a senior athletics official who oversaw financial aid. The student trainer did not perform any work for the baseball program in exchange for the aid. Accordingly, the aid constituted an impermissible benefit. This is a Level II violation.

Because the baseball coach followed proper protocol in seeking input and approval from a senior athletics official, the panel does not conclude that he acted unethically in providing the student trainer with athletically related aid. Additionally, the impermissible benefit violation is an isolated incident in the baseball coach's otherwise compliant twelve-year career at Pacific. Thus, the panel does not conclude that the baseball coach violated NCAA head coach responsibility legislation.

Pacific agreed with all violations, including its failure to monitor. With respect to the involved individuals, the head basketball and baseball coaches contested all allegations in which they were named, while the assistant coach and special assistant did not participate in the process.

The panel classifies this case as Level I-Mitigated for the institution, Level I-Aggravated for the three basketball staff members' violations, and Level II-Mitigated for the baseball coach's violation. Because the violations predominated after October 30, 2012, the effective date of current NCAA Bylaw 19, the new penalty guidelines apply. Utilizing those guidelines, the panel adopts and prescribes the following penalties: two years of probation, a \$5,000 fine, scholarship reductions, a one-year postseason ban in the men's basketball program, recruiting restrictions in the men's basketball program, and vacation of records. The panel also prescribes show-cause

provisions for the head basketball coach, assistant coach and special assistant. The penalty section of this decision describes these and other penalties.

## **II. CASE HISTORY**

In June 2015, during a review of Pacific's baseball program, the compliance staff learned of a potential violation involving the former head baseball coach's (baseball coach) provision of athletically related financial aid to the sister of a baseball student-athlete. Pacific conducted preliminary interviews and alerted the NCAA enforcement staff to the matter. On June 30, 2015, the baseball coach resigned his position. Pacific provided a complete self-report of the violation to the enforcement staff on September 30, 2015.

On that same day, an anonymous informant left a packet with Pacific's compliance office containing information related to possible violations in the men's basketball program. The packet contained completed coursework, exams and other documentation relating to distance learning courses several men's basketball prospects completed during the summer of 2014. On October 8, 2015, after completing an initial review of the information, Pacific informed both the conference and the enforcement staff of the potential men's basketball violations. The enforcement staff provided a verbal notice of inquiry to Pacific on October 16, 2015, and the two commenced a cooperative investigation.

Over the next several months, Pacific and the enforcement staff interviewed numerous student-athletes, institutional staff members and purported exam proctors involved in the distance learning courses. The enforcement staff requested limited immunity for the student-athletes with remaining eligibility. Acting pursuant to NCAA Bylaw 19.3.7-(c) and COI Internal Operating Procedure (IOP) 3-16, the COI chair granted the staff's requests.

Pacific and the enforcement staff interviewed the former head men's basketball coach (head basketball coach) and former assistant men's basketball coach (assistant coach) on December 9, 2015. Both coaches denied any involvement in the violations. The third involved staff member, the former special assistant to the head men's basketball coach (special assistant), refused to participate in any aspect of the investigation. He resigned from Pacific on May 26, 2015.

Pacific indefinitely suspended the head basketball coach and assistant coach on December 11, 2015, and terminated their employment on March 3, 2016. On April 29, 2016, both coaches informed the enforcement staff that they would not participate in further interviews. The head basketball coach also declined to provide additional records requested by the enforcement staff.

On December 16, 2016, the enforcement staff issued a notice of allegations (NOA) to Pacific, the head basketball coach, the assistant coach, the special assistant and the baseball coach. The NOA contained nine allegations relating to the men's basketball program (including an institutional failure to monitor allegation) and one allegation relating to the baseball program.

Around this same time, both the head basketball coach and the baseball coach retained new attorneys. Two things happened as a result. First, the head basketball coach resumed his participation in the investigation. He produced some—though not all—of the records requested by the enforcement staff and participated in an additional interview on March 8, 2017. Second, counsel for both head coaches requested a 30-day extension of time to respond to the NOA so they could conduct additional interviews of student-athletes and institutional staff members. The COI chair granted this request on March 8, 2017, extending the NOA response deadline for all parties to April 17, 2017. The chair also asked the parties to complete all additional interviews by March 31, 2017.

In the weeks leading up to the NOA response deadline, the parties sent a series of procedural requests and letters to the COI chair. Much of this correspondence related to the enforcement staff's assertions that representatives of the head basketball coach pressured a student-athlete to lie during his interview.<sup>3</sup> The chair resolved all pending procedural matters in an April 17, 2017, letter. Among other things, the chair permitted the parties to conduct an additional interview of the student-athlete limited to the sole issue of potential improper influence. The chair also allowed the parties to file supplemental responses—after the NOA response deadline—addressing any substantive issues arising from the additional student-athlete interview. The parties timely filed their NOA responses and supplemental responses.

On June 5, 2017, the Office of the Committees on Infractions (OCOI) sent letters to the assistant coach and special assistant, neither of whom had responded to the NOA. In these letters, the OCOI reminded the two staff members that they would waive the opportunity to appeal any potential violations and penalties if they did not respond to the allegations, either in person at the hearing or through written submission. Counsel for the assistant coach notified the OCOI on June 23, 2017, that his client would not attend the infractions hearing. The special assistant did not respond to the OCOI's letter. The panel held an in-person hearing on July 13, 2017.

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

#### **The Coaching Staff's Scheme to Manage Prospects' Distance Learning Courses**

During the summer of 2014, five academically ineligible men's basketball prospects enrolled in distance learning courses to earn the credits they needed to transfer to Pacific and/or attain eligibility for the 2014-15 academic year. Four of the prospects were one or two classes short of meeting transfer and eligibility requirements. The remaining prospect needed a total of seven courses to meet NCAA progress-toward-degree requirements. On July 7, 2014, the head basketball coach sent an email to his staff setting forth a plan to ensure the prospects successfully completed their summer courses. In this email, the head basketball coach stated that he would

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<sup>3</sup> Part III of this decision provides more detail regarding improper influence over the student-athlete.

handle three of the prospects and directed other staff members to handle the remaining prospects. With respect to the three prospects he assigned to himself, the head basketball coach's email listed the summer courses they were enrolled in and the status of their coursework and exams. He instructed his staff to provide similar reports on the other prospects every Monday through the end of the month. While he offered his staff assistance with the other prospects, he informed them that "it is your job to get it done."

Thus, throughout the summer of 2014, the coaching staff excessively involved themselves in the prospects' distance learning courses. This included crossing the line in three ways: (1) the head basketball coach provided some of the prospects with answers to coursework and exams; (2) the head basketball coach, assistant coach and special assistant arranged for prospects to take exams without the required proctors; and (3) the assistant coach paid for one prospect's courses.

#### *Answers to Coursework and Exams*

The head basketball coach tasked himself with "handl[ing]" prospect 1, prospect 2 and prospect 3.<sup>4</sup> Prospect 1 would be enrolling at the institution as a true freshman in the fall of 2014, whereas prospects 2 and 3 were junior college transfers. That summer, the three prospects enrolled in a distance learning course, Math 104 (Finite Mathematics), through Adams State University. The head basketball coach told prospect 1 that the coaching staff was familiar with the course because other Pacific student-athletes had taken it in the past and received good grades.

Throughout the summer, the head basketball coach provided the three prospects with photocopies of completed Math 104 assignments and exams from a binder he kept in his office and allowed the prospects to copy the work into their own handwriting and submit it for credit. One prospect reported that the head basketball coach provided him with completed work between two and ten times. Pacific found scanned versions of that prospect's coursework in the head basketball coach's email account. Another prospect stated that the head basketball coach gave him already-completed work for "the majority" of his assignments, as well as for exams. That prospect also reported taking the photocopied materials home to copy them into his own handwriting.

During their interviews, Pacific and the enforcement staff showed the prospects the photocopied exams and assignments from the anonymous informant (i.e., the packet of documents that prompted the investigation in this case). All three prospects recognized the materials as the same documents the head basketball coach gave them to copy, with one prospect stating that the documents looked "vividly familiar." In some instances, the photocopied materials mirrored coursework and exams submitted to the distance learning institutions by the prospects. After using the photocopied materials, prospects 1, 2 and 3 passed the math course. Pacific used the credit they received from the course to certify the prospects' eligibility. They subsequently enrolled at Pacific, where they competed and received travel expenses as part of the men's basketball team

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<sup>4</sup> All student-athletes involved in this case were prospects at the time the violations occurred, though they ultimately enrolled at the institution as student-athletes. For ease of reference, this decision will refer to them as "prospect [number]."

during the 2014-15 season. Pacific acknowledged at the hearing that this conduct violated the institution's academic policies applicable to all students.

The prospects' statements regarding their receipt of completed coursework and exams were not always consistent. After initially identifying the head basketball coach as the individual who provided them with these materials, two of the prospects had different recollections in subsequent interviews. In his second interview, prospect 1 said it was the special assistant who gave him the materials, but then reverted to his original statement when the enforcement staff reminded him that his limited immunity was conditioned on the provision of truthful information. Meanwhile, prospect 3 stated in his second interview that he could no longer remember who gave him the completed work.<sup>5</sup> At the hearing and in his written response, the head basketball coach urged the panel to disregard the prospects' testimony in light of these inconsistencies. He claimed that the enforcement staff's use of limited immunity influenced the prospects to say what they believed the staff wanted to hear rather than the truth.

The panel finds the prospects' initial statements to be credible for two reasons. First, the prospects made those statements in October 2015, just over a year removed from their enrollment in the math course. Their second interviews, on the other hand, took place nearly three years after that course, in March 2017. The prospects' earlier recollections are likely to be more accurate. Second, during a third interview with the institution and enforcement staff, prospect 1 reported that a representative of the institution's athletics interests (athletics representative) contacted him prior to his March 2017 interview and asked him to identify the special assistant as the individual who gave him completed coursework and exams. The athletics representative instructed prospect 1 to say he felt "pressured by the NCAA" if the enforcement staff asked why his story changed. Prospect 1's phone records confirm that he exchanged multiple phone calls and text messages with the athletics representative in the days leading up to his interview. Thus, based on these facts, the panel finds the prospects' first interviews to be credible and assigns little weight to the subsequent interviews of prospects 1 and 3 conducted in March 2017. The first interviews support the head basketball coach's involvement in providing the prospects with completed coursework and exams.

Finally, while the events of the summer of 2014 are the central focus of this case, that summer did not mark the first time the head basketball coach involved himself in a prospect's distance learning course. This investigation revealed that during the summer of 2011, when he was then an associate head coach, he provided a completed paper assignment to an academically ineligible prospect and directed the prospect to submit it as his own work. Prospect 4 was a two-year transfer who was enrolled in summer courses with MindEdge, an online institution. On August 1, 2011, the head basketball coach's wife sent her husband an email with a 1,400-word paper attached and the following message: "I put asterisks where quotes need to go . . . works cited page needs to be completely redone. 1400 plus words. Best I could do with what [I] had! Bye!" The head

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<sup>5</sup> Prospect 2 was also interviewed twice. Both times, he stated that the head basketball coach, along with the special assistant, offered him completed coursework and exams for the math course. He initially reported that he never accepted the proffered materials. During his second interview, however, he stated that he may have used the answers one time.

basketball coach emailed the paper to prospect 4 and directed him to "send to [MindEdge] ASAP." Metadata for the document shows the head basketball coach's wife as the author of the document and the head basketball coach as its last editor. Prospect 4 submitted the paper and received credit for the course. He subsequently enrolled at Pacific, where he competed and received travel expenses as part of the men's basketball team during the 2011-12 season.

#### *Interference with Testing Procedures*

In addition to providing prospects with completed coursework and exams, the head basketball coach and his staff created an environment in which the prospects could complete those exams unsupervised. Specifically, they arranged for three individuals outside the coaching staff to serve nominally as proctors for the prospects' exams, allowed the prospects to take the exams unsupervised by the proctors and then forged the proctors' signatures on the exam forms required by the distance learning institutions. This occurred for all six prospects enrolled in distance learning courses during the summer of 2014.

At that time, due to Pacific's limited academic staff, the institution's policy allowed coaches to proctor students-athletes' exams.<sup>6</sup> According to the head basketball coach, the special assistant generally proctored all exams for men's basketball student-athletes when the team was on the road. However, the distance learning programs at Adams State and the University of Idaho, where the prospects were enrolled during the summer of 2014, prohibited proctoring by coaches. Thus, the head basketball coach reached out to a long-time friend, who was then a professor in Pacific's communications department (proctor 1) and asked him to proctor exams for three prospects.<sup>7</sup> He also engaged a local middle school teacher (proctor 2) to proctor two others. Meanwhile, the assistant coach asked one of his close friends (proctor 3) to proctor one other prospect. Proctor 3 was also a local teacher.

All six prospects reported that these individuals did not actually proctor their exams. Rather, the prospects either took the exams at home or completed them in the study hall room or basketball offices. One prospect reported that the special assistant administered his exams, while another said that coaches were next door while he took exams in the basketball offices. Four prospects reported taking their exams completely unsupervised. All six stated that they returned the exams to the head basketball coach or the special assistant when they were finished. Information in the record demonstrates that the head basketball coach and the assistant coach forged the signatures of the purported proctors on the distance learning institutions' exam supervisor forms. Indeed, proctors 1 and 3 reported that they did not sign any exam forms. Furthermore, the signatures on

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<sup>6</sup> Pacific stated at the hearing that it has since revised this policy. But the institution acknowledged that in certain circumstances—for example, if the team is not traveling with someone from the sports information or athletic training offices—a coach might still proctor an exam.

<sup>7</sup> This group of prospects included one prospective baseball student-athlete. The baseball prospect was a close friend of the head basketball coach's sons. When he decided to transfer to Pacific from a junior college, he was one math course shy of meeting transfer-eligibility requirements. The head basketball coach recommended the Adams State Math 104 course to him and set him up with a proctor.

the forms in the record bear a strong resemblance to handwriting samples for the head basketball coach and the assistant coach.

At the infractions hearing, the head basketball coach acknowledged that he did not follow the correspondence institutions' proctoring requirements. He stated that he was aware the proctors he and his staff engaged were not actually supervising the exams. Instead, the head basketball coach trusted the special assistant to proctor the exams, though he knew this was a violation of the distance learning institutions' requirements. He explained that he would handle the situation differently now, but at the time he was "on the road recruiting, and my thing was get it done." He also acknowledged that he "let a couple assistant coaches get out of control and . . . didn't stop it."

As it relates to the investigation into the exam proctoring, inconsistent interviews and outside influences were once again an issue. In his first interview with the institution and enforcement staff, proctor 1 reported that he supervised exams in his office for three prospects during the summer of 2014. Less than two months later, he contacted the enforcement staff and asked for another interview. At his second interview, he retracted his earlier statement and admitted that he did not proctor any exams during the summer of 2014. He stated that the head basketball coach contacted him in October 2015, prior to his first interview, and asked him to say that the prospects came to his office and he proctored their exams. The proctor explained that he agreed to the head basketball coach's request because he wanted to protect the student-athletes from the consequences of an NCAA rules violation.

The head basketball coach denied making any such request of proctor 1. He acknowledged—and the proctor's phone records confirmed—that he spoke with proctor 1 on October 8, 2015.<sup>8</sup> The coach claimed, however, that they could not have discussed the proctor's upcoming interview at that time because he did not learn of the investigation until October 10, 2015. At the hearing, representatives from Pacific could not say with certainty when the head basketball coach learned of the investigation but stated that everyone involved was informed as soon as the investigation began. The institution also stated that the anonymous informant in this case sent emails to Pacific, the head basketball coach and his associates from October 5 through 8, 2015, which could have put the coach on notice of the investigation.

The panel finds proctor 1's second interview, conducted on December 10, 2015, to be credible. The proctor came forward of his own volition and against his own interests to retract his earlier false statements. He admitted to being "embarrassed and humiliated" at having misled the institution and the enforcement staff. The proctor planned to retire from the institution the

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<sup>8</sup> Pacific and the enforcement staff also indicated that the head basketball coach discussed the investigation with proctor 1 on December 9, 2015—the day of the head basketball coach's interview and the day before the proctor's second interview. Pacific acknowledged that there is no record of this phone call in either the coach's or the proctor's phone records. However, Pacific noted that during proctor 1's December 10, 2015, interview, he indicated awareness of a specific issue that only the head basketball coach had been questioned about at that point. Furthermore, phone records show a lengthy call between the athletics representative and the head basketball coach at 4:17 a.m. on December 10, which was followed less than an hour later by a short call between the athletics representative and proctor 1.

following semester and seemingly had no reason to come forward other than to set the record straight. Thus, the panel finds that at some point prior to proctor 1's first interview on October 20, 2015, the head basketball coach spoke with him and told him to provide false information about proctoring exams.

#### *Payment for Prospect 5's Courses*

The third and final way in which the coaching staff involved itself in prospects' distance learning courses during the summer of 2014 was by paying for some of the courses. Specifically, the assistant coach made four payments of \$325 each for prospect 5's summer courses at the University of Idaho. The assistant coach made these payments using a prepaid debit card. The card bore prospect 5's name; however, the assistant coach's phone records, financial statements and records from the card-issuing corporation show that the assistant coach funded the card on multiple occasions. For example, the assistant coach made a \$500 ATM cash withdrawal on May 30, 2014. On that same day, the following activities occurred involving the prepaid card: (1) the card was purchased and loaded with \$400 at a pharmacy located between the assistant coach's ATM and the Pacific men's basketball offices; (2) the card was activated and linked to an online account created from a campus IP address; and (3) the card was used to register prospect 5 for a distance learning course at the University of Idaho. On other occasions, the records show the card being reloaded from the assistant coach's cell phone number. The assistant coach also made additional ATM withdrawals on or around the same dates the prepaid card was reloaded and used to pay for prospect 5's courses.

During his interview, the assistant coach denied any involvement with the prepaid card or paying for prospect 5's classes. When Pacific and the enforcement staff showed him the documentary evidence, the assistant coach's only explanation was that he may have let prospect 5 use his phone or computer to reload the prepaid card. Prospect 5 reported, however, that he never used the card and never loaded money onto it. In light of prospect 5's statements and the extensive record information linking the assistant coach with the funding and use of the prepaid card, the panel does not find the assistant coach's denials to be credible.

#### **Sponsorship of Prospects' Student Visa Applications**

During 2014 and 2015, the head basketball coach provided prospects with another type of benefit when he helped them obtain student visas. Specifically, the head basketball coach arranged for the athletics representative and two of his business associates to provide financial sponsorship for three international prospects' student visa applications.

The Form I-20 student visa application requires international students to demonstrate they have sufficient financial resources to support themselves for a full year of their program of study. To meet this requirement, applicants must provide documentation of their financial resources. This may include bank statements and, if applicable, financial aid agreements from the institution where the applicants seek to enroll. If the applicant will receive financial assistance from a family

member or some other sponsor, that individual must submit a statement of financial responsibility and documentation of his or her financial resources.

In May 2014, the head basketball coach contacted the athletics representative to arrange financial sponsorship for two international prospects. To complete their I-20s, both prospects needed to show a source for the approximately \$3,500 difference between the financial aid they received from Pacific and the full cost of attendance. The athletics representative provided sponsorship letters and bank statements from two of his business associates, who served as sponsors for the two international prospects.<sup>9</sup> Both prospects told the institution and enforcement staff that they had never met their respective sponsors and had not seen the sponsorship letters. Additionally, one of the sponsors reported that he had never met the prospect he purportedly sponsored and did not recall writing the letter or being asked to do so by the athletics representative. One year later, the head basketball coach again contacted the athletics representative to obtain sponsorship for another international prospect. The athletics representative provided a letter identifying himself as the prospect's sponsor, along with a bank statement and signed Statement of Financial Responsibility and Affidavit of Support. The prospect reported that he had not seen the sponsorship letter and had no recollection of filling out the financial forms related to his student visa application. While he was acquainted with the athletics representative, he never discussed the visa application with him or asked him for financial support.

In his response to the NOA and at the hearing, the head basketball coach acknowledged that he arranged student visa sponsorship for the three international prospects. But he maintained that this practice had been going on at Pacific for many years with the approval of the assistant director of admissions for international students (assistant admissions director).<sup>10</sup> The institution and enforcement staff interviewed the assistant admissions director, who stated that he generally reviewed I-20 forms only for compliance with institutional and U.S. State Department requirements. He stated that he had no NCAA rules training and did not review the forms for compliance with NCAA legislation. Furthermore, based on the documentation he received, the assistant admissions director was not aware that the prospects' sponsors were athletics representatives or that the head basketball coach facilitated the sponsorship arrangements. The assistant admissions director stated that, had he been aware of these facts, they might have raised a red flag that would have prompted him to consult with the compliance staff.

### **Financial Aid in the Baseball Program**

In the summer of 2014, a Pacific baseball student-athlete was selected in the Major League Baseball draft, thus freeing up scholarship money in the program's budget. The baseball coach initially wanted to redistribute the funds to two baseball student-athletes, student-athlete 1 and

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<sup>9</sup> By sponsoring the prospects, the two associates became representatives of the institution's athletics interests.

<sup>10</sup> In his written response and at the hearing, the head basketball coach stated that he had also checked the sponsorship arrangements with the institution's former assistant director of compliance, who served in that role from 2009 to the spring of 2011 (i.e., before the events at issue here). The enforcement staff's written reply noted that the staff did not interview this former compliance officer because the head basketball coach did not identify or report any information about him during the investigation.

student-athlete 2, who were entering their senior year and had not received athletically related aid in the past. However, the baseball coach believed that doing so would cause the program to exceed its equivalency limits. He decided instead to award the aid to a student trainer working in the athletics training office (student trainer). The student trainer is the sister of student-athlete 1. At that time, she shared a house with her brother and student-athlete 2. The baseball coach intended for the \$16,000 in financial aid he provided the student trainer to be used to benefit student-athletes 1 and 2 by offsetting their housing costs. After receiving the aid, the student trainer continued to work in the athletics training office during the 2014-15 academic year. She performed no work for the baseball program.

Before entering into this arrangement, the baseball coach had a discussion with Pacific's senior associate director of athletics for internal affairs (associate athletic director). The two had different understandings and recollections regarding certain aspects of the conversation. They agreed, however, that the associate athletic director approved the award of financial aid to the student trainer. With respect to the specifics of the conversation, there were two primary points of uncertainty. First, the baseball coach recalled the associate athletic director telling him that providing the financial aid directly to student-athletes 1 and 2 would cause the program to exceed its equivalency limits. The associate athletic director did not recall whether he specifically advised the baseball coach of this, although he remembered the baseball coach asking him about the amount of countable aid the two student-athletes were receiving at the time. There is no question, however, that the baseball coach believed he could not provide the aid to student-athletes 1 and 2.<sup>11</sup> This is evidenced by a June 12, 2014, email to student-athlete 2's mother, in which the baseball coach explained that he was providing the aid to the student trainer because he could not give it to student-athlete 2 without exceeding the baseball program's limits.

The second misunderstanding relates to the intent behind the aid. Specifically, the associate athletic director reported that he did not fully understand what the student trainer was going to do to earn the aid. The baseball coach had no expectation that the student trainer would perform work for the baseball program in exchange for the aid. Rather, he assumed that she would continue to work in the athletics training office. The associate athletic director, on the other hand, "assumed she was going to do certain things for the baseball program" such as "office work [or] something related to [the] baseball office or video[.]" He explained at the hearing that the institution had a history of awarding unused athletics aid to student workers who performed work in particular athletics programs. However, the institution had no similar history of awarding athletics aid to student *trainers*, whose scholarships are funded by their academic program. The associate athletic director stated in his interviews and at the hearing that he did not ask the former head baseball coach enough questions about this arrangement and should have had a better understanding of what the student trainer would do to earn the scholarship money. Pacific acknowledged that, but for this incident, the baseball coach had a strong and active compliance record at the institution.

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<sup>11</sup> As it turned out, this belief was mistaken. The associate athletic director re-examined the numbers during the investigation of this case and determined that there was enough available aid for both student-athletes.

#### **IV. ANALYSIS**

The violations in this case arose primarily in Pacific's men's basketball program. The basketball violations fall into six areas: (A) the head basketball coach providing prospects with answers to coursework and exams; (B) three basketball staff members providing prospects with impermissible recruiting inducements by allowing them to take exams without proctors and paying for one prospect's distance learning courses; (C) the head basketball coach arranging for student visa sponsorship for international prospects; (D) unethical conduct and failure to cooperate by the former head basketball coach, former assistant coach and former special assistant; (E) the head basketball coach failing to meet his responsibility to promote an atmosphere of compliance and monitor his staff; and (F) Pacific failing to monitor the men's basketball program. This case also involves one violation in Pacific's baseball program: (G) the head baseball coach's provision of impermissible athletically related aid to a student trainer.

##### **A. UNETHICAL CONDUCT: ACADEMIC MISCONDUCT IN THE MEN'S BASKETBALL PROGRAM [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b), 16.8.1 (2011-12, 2013-14 and 2014-15), 14.11.1 (2011-12) and 12.11.1 (2014-15)]**

Over the course of two summers, the head basketball coach knowingly arranged for fraudulent academic credit related to four prospects' distance learning courses. Pacific and the enforcement staff substantially agreed to the facts and that violations occurred. The head basketball coach disputed the allegations. The panel concludes that Level I violations occurred.

##### **1. NCAA legislation relating to academic misconduct.**

The applicable portions of the bylaws may be found at Appendix Two.<sup>12</sup>

##### **2. The head basketball coach violated NCAA academic misconduct legislation when he provided prospects with completed coursework and exams for distance learning courses.**

During the summers of 2011 and 2014, the head basketball coach provided four prospects with already-completed coursework and exams for their distance learning courses and directed them to submit the work as their own. This constitutes academic misconduct in violation of Bylaw 10. Pacific then used the fraudulent credit the prospects received for these courses to certify their eligibility and permit them to compete and receive travel expenses as part of the men's basketball team. In doing so, Pacific violated Bylaws 12 and 16.

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<sup>12</sup> The NOA also alleged a violation of Bylaw 14.8.1 (NCAA Division I 2013-14 Manual) in relation to the head basketball coach's conduct. This appears to be a typographical error. Bylaw 14.8.1—which, at the time, set forth eligibility exceptions for U.S. service academy student-athletes—is not implicated by the facts of this case.

Bylaw 10 governs ethical conduct in collegiate athletics, with Bylaw 10.01.1 generally requiring student-athletes and those employed by or associated with an institution's athletics programs to act with honesty and sportsmanship at all times. Bylaw 10.1 identifies several categories of unethical conduct, including knowing involvement in arranging for fraudulent academic credit (Bylaw 10.1-(b)).<sup>13</sup> An April 2014 official interpretation of Bylaw 10.1-(b) explains that an institution has the authority to determine whether academic misconduct has occurred consistent with its own policies applicable to all students. In the area of eligibility, Bylaw 12.11.1 (formerly Bylaw 14.11.1) places an affirmative obligation on institutions to withhold ineligible student-athletes from competition. Furthermore, if a student-athlete is ineligible to compete, Bylaw 16.8.1 prohibits the institution from providing the student-athlete with competition-related expenses.

In providing completed coursework and exams to the academically ineligible prospects he recruited, the head basketball coach failed to conduct himself with the honesty and integrity required of staff members working at NCAA member institutions. His actions were contradictory to the minimum standards of conduct contemplated by Bylaws 10 and 10.01.1. The head basketball coach knew the prospects were academically deficient when he recruited them; yet, he pursued them anyway and disregarded NCAA ethical conduct standards to ensure they met transfer requirements and attained eligibility. This conduct began in 2011 when the head basketball coach's wife completed a paper assignment for prospect 4 and continued to an even greater extent in the summer of 2014.<sup>14</sup> That summer, the head basketball coach spearheaded a more organized and comprehensive effort to ensure prospects successfully completed their distance learning courses. This included pairing each prospect with a member of the coaching staff who would shepherd the prospect through the course and "get it done." With respect to the prospects the head basketball coach assigned to himself, he maintained a binder of already-completed coursework and exams that he distributed to the prospects on multiple occasions and directed them to submit as their own work. This violated Pacific's academic policies and resulted in the prospects obtaining fraudulent academic credit. The head basketball coach's actions constituted academic misconduct and violated Bylaw 10.1-(b).

The head basketball coach's conduct also caused Pacific to violate eligibility and benefits legislation. When the coach arranged for prospects 1 through 4 to receive fraudulent academic credit, he rendered them ineligible. *See* Bylaw 12.11.2. Consequently, Pacific had an affirmative obligation pursuant to Bylaws 14.11.1 (2011-12) and 12.11.1 (2014-15) to withhold the prospects from competition. Furthermore, pursuant to Bylaw 16.8.1, the prospects' ineligibility meant that Pacific could not provide them with travel and competition expenses. When Pacific used the

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<sup>13</sup> Effective August 1, 2016, the membership moved academic violations from Bylaw 10 to Bylaw 14. As the violations in this case occurred prior to that time, they fall under Bylaw 10.

<sup>14</sup> The head basketball coach argued that the 2011 violation relating to prospect 4 was barred by Bylaw 19.5.11's four-year statute of limitations period. The panel concludes, however, that this violation falls under the Bylaw 19.5.11-(b) exception because it is part of a pattern of willful violations on the part of the former head basketball coach, which began before but continued into the four-year period. *See Ohio State University* (2006) (applying this exception where there was a pattern of impermissible inducements that were "inextricably linked" to the violations that occurred within the four-year limitations period).

fraudulent credit the prospects received in their summer courses to certify their eligibility and then permitted them to compete and receive travel expenses as part of the men's basketball team, the institution violated Bylaws 12.11.1, 14.11.1 and 16.8.1.

While each case is unique to its facts and circumstances, the COI has concluded time and again that institutional staff members who provide coursework for prospective or enrolled student-athletes commit Level I violations. *See University of Mississippi* (2016) (concluding that a Level I academic misconduct violation occurred when the former director of basketball operations and former assistant basketball coach completed coursework for two prospects in five online courses); *University of Southern Mississippi* (2016) (concluding that a Level I academic misconduct violation occurred when members of the men's basketball staff completed over sixty credit hours of coursework for seven prospects); *Southern Methodist University* (2016) (concluding that a Level I academic misconduct violation occurred when a basketball administrative assistant obtained an incoming student-athlete's username and password and completed all of his assignments and exams for an online course); *Syracuse University* (2015) (concluding that a Level I academic misconduct violation occurred when the former director of basketball operations and former basketball receptionist completed an extra credit paper for a student-athlete seeking a grade change over one year after he had completed the course); and *Weber State University* (2014) (concluding that a Level I academic misconduct violation occurred when a math instructor obtained five student-athletes' usernames and passwords and completed online quizzes, tests and exams for them).

Consistent with these cases, the panel concludes that the academic misconduct violation is Level I. *See also* Bylaw 19.1.1 (listing academic misconduct as an example of a Level I severe breach of conduct). The head basketball coach's conduct seriously undermined and threatened the integrity of the NCAA Collegiate Model. The violation was also intended to give—and *did* give—Pacific a substantial recruiting and competitive advantage. The head basketball coach's academic misconduct helped to ensure prospects 1 through 4 successfully completed their summer coursework and attained eligibility to compete for the institution.

**B. UNETHICAL CONDUCT AND IMPERMISSIBLE RECRUITING INDUCEMENTS: INTERFERENCE WITH TESTING PROCEDURES AND PAYMENT FOR DISTANCE LEARNING COURSES [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c) and 13.2.1 (2013-14 and 2014-15)]**

During the summer of 2014, members of the men's basketball coaching staff violated principles of ethical conduct when they knowingly provided impermissible recruiting inducements to prospects enrolled in distance learning courses. The inducements included allowing prospects to take exams without proctors and paying for one prospect's distance learning courses. Pacific and the enforcement staff substantially agreed on the facts and that violations occurred. The head basketball coach agreed that the proctoring violation occurred but denied that he was responsible

for the violation or that he acted unethically. The assistant coach and special assistant did not participate in the process.<sup>15</sup> The panel concludes that Level I violations occurred.

**1. NCAA legislation relating to unethical conduct and recruiting inducements.**

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

**2. The head basketball coach, assistant coach and special assistant acted unethically when they knowingly provided recruiting inducements in the form of arranging for prospects to take unproctored exams and, in the case of the assistant coach, paying for one prospect's distance learning courses.**

Throughout the summer of 2014, the head basketball coach, assistant coach and special assistant provided recruiting inducements to six prospects when they arranged for individuals to pose as proctors for the prospects' distance learning courses, but permitted the prospects to take exams outside the presence of those proctors. Additionally, the assistant coach provided a further inducement when he paid for prospect 5's distance learning courses. These violations were a result of the head basketball coach's directive to his staff to "get it done" when it came to ensuring that all prospects successfully completed their coursework that summer. The coaching staff's conduct violated Bylaws 10 and 13.

As identified above in Section IV.A., Bylaws 10.01.1 and 10.1 generally require institutional staff members to conduct themselves in an ethical manner. Subsection (c) of Bylaw 10.1 identifies the knowing provision of recruiting inducements as unethical conduct. Recruiting inducements are prohibited pursuant to Bylaw 13.2.1, which restricts institutional staff members from providing inducements or financial aid to prospects unless expressly authorized by NCAA legislation.

The head basketball coach acknowledged at the infractions hearing that he did not follow proper proctoring procedures during the summer of 2014. He knew the prospects' distance learning institutions did not allow coaches to proctor exams. Nonetheless, he permitted the special assistant to serve as proctor rather than the outside individuals he and the assistant coach had engaged. The head basketball coach admitted that he knew it was a violation but trusted the special assistant to proctor the exams properly.<sup>16</sup> As he explained at the hearing, "I was getting things done. I was on the road recruiting, and my thing was get it done."

When the head basketball coach interfered with testing procedures and allowed prospects to take exams without the required proctors, he provided an impermissible recruiting inducement in violation of Bylaw 13.2.1. Because he knowingly provided this inducement, he acted unethically

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<sup>15</sup> Pursuant to Bylaw 19.7.2, the panel may view a party's failure to respond to the allegations as an admission that the violation occurred.

<sup>16</sup> In fact, the information in the record demonstrates that the special assistant did *not* properly or consistently proctor the exams. Only one prospect reported that the special assistant administered his exams. Another prospect said coaches were "next door" when he took his exams in the basketball offices, and four prospects reported that no one was present while they took their exams.

in violation of Bylaws 10.01.1, 10.1 and 10.1-(c). Likewise, the assistant coach and special assistant acted unethically through their knowing involvement in the proctor violations. With respect to the assistant coach, he arranged for his friend to pose as a proctor—including forging his friend's signature on exam documents—without requiring him to supervise any actual exams. Meanwhile, the special assistant permitted prospects to take exams with minimal or no supervision in violation of the distance learning institutions' policies. The three coaches' interference with exam procedures provided a benefit to the prospects in that it allowed them freedom to access outside resources to help with their exams. For example, one prospect stated that the absence of a proctor allowed him to take his history exam using his course materials, despite clear instructions on the exam cover sheet prohibiting students from using books or notes.

The COI has previously concluded that institutional staff members acted unethically when they arranged for straw man proctors. *See Mississippi* (concluding that two women's basketball staff members violated Bylaw 10 when they arranged for an acquaintance to pose as proctor for a student-athlete's exam in order to provide the staff members with an advance copy of the exam); and *Long Beach State University* (2008) (concluding that an assistant men's basketball coach violated Bylaw 10 when he obtained a correspondence exam for a student-athlete, forged the name of a friend as proctor for the exam and allowed the student-athlete to take the exam unsupervised).

The assistant coach also committed unethical conduct when he knowingly paid for a prospect's distance learning courses. The assistant coach made four payments of \$325 each for prospect 5's courses at the University of Idaho. The assistant coach made these payments using a prepaid debit card that was in prospect 5's name, but which the assistant coach funded. This conduct violated Bylaw 10.1-(c) and constituted an impermissible recruiting inducement under Bylaw 13.2.1. *See Southern Mississippi* (concluding that the former head men's basketball coach violated Bylaws 10 and 13 when he purchased a prepaid credit card and directed his staff to use the card to pay for a student-athlete's online courses); and *Mississippi* (concluding that an assistant women's basketball coach violated Bylaws 10 and 13 when she knowingly enrolled and paid \$630 for a student-athlete's online summer courses).

The three coaches' recruiting inducements and unethical conduct are Level I violations of NCAA bylaws because they provided or were intended to provide a substantial or extensive recruiting advantage as well as a substantial or extensive impermissible benefit. The COI has previously concluded that the knowing provision of impermissible academic inducements or benefits constitutes a Level I violation. *See Mississippi* (concluding a Level I violation occurred where, among other violations, the assistant coach paid for a student-athlete's online courses); and *Lamar University* (2016) (concluding a Level I violation occurred when a head coach gave student-athletes money for textbooks and tuition).

**C. IMPERMISSIBLE RECRUITING INDUCEMENTS: FINANCIAL SPONSORSHIP FOR PROSPECTS' STUDENT VISA APPLICATIONS [NCAA Division I Manual Bylaw 13.2.1 (2013-14 and 2014-15)]**

In 2014 and 2015, the head basketball coach provided impermissible recruiting inducements when he arranged for athletics representatives to sponsor student visa applications for three international prospects. Pacific and the enforcement staff substantially agreed to the facts and that a violation occurred. The head basketball coach agreed that the conduct occurred, but denied that his involvement constituted a violation of NCAA legislation. The panel concludes that a Level II violation occurred.

**1. NCAA legislation relating to recruiting inducements.**

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

**2. The head basketball coach provided impermissible recruiting inducements when he arranged for representatives of the institution's athletics interests to sponsor prospects' student visa applications.**

By his own admission, the head basketball coach coordinated with athletics representatives in 2014 and 2015 to arrange financial sponsorship for three international prospects' student visa applications. These sponsorship arrangements violated the Bylaw 13.2.1 prohibition against recruiting offers and inducements as set forth above in Part IV.B.

The head basketball coach acknowledged that in May 2014, he arranged for athletics representatives to provide financial sponsorship for the student visa applications of two international prospects. He also acknowledged making the same arrangement for a third prospect one year later. The prospects did not communicate with the athletics representatives, had no role in obtaining their financial support and, in the case of two of the prospects, had never even met their respective "sponsors." The head basketball coach's solicitation of the sponsorship arrangements was a benefit to the men's basketball prospects that was not otherwise available to non-student-athletes. Accordingly, the head basketball coach's conduct constitutes an impermissible recruiting inducement in violation of Bylaw 13.2.1. *See St. Mary's College of California* (2013) (concluding a Bylaw 13.2.1 violation occurred when a former assistant men's basketball coach made financial arrangements to sponsor an international prospect's student visa application).<sup>17</sup>

Despite admitting to this conduct, the head basketball coach argued that the panel should not hold him responsible for a violation of Bylaw 13.2.1 because the sponsorship arrangements were

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<sup>17</sup> The COI in *St. Mary's* concluded that this violation was attributable only to the institution, not the coach, because he was no longer working at the institution at the time of the violation and was therefore acting as a representative of the institution's athletics interests.

approved by the assistant admissions director. However, the assistant admissions director was not educated on NCAA rules, nor did he review student-athletes' I-20 forms for NCAA compliance issues. More to the point, there is no "knowledge" component to Bylaw 13.2.1. In other words, an individual can violate Bylaw 13.2.1 even when he or she believes in good faith that a particular benefit is permissible. *See University of California, Los Angeles (UCLA)* (2016) (concluding that an associate head football coach violated Bylaw 13.2.1 when he provided housing and training services to two prospects, notwithstanding his belief that such benefits were permissible because the prospects had signed NLI's). Thus, the head basketball coach's reliance on the assistant admissions director's approval does not excuse him of the Bylaw 13 violation. The responsibility to adhere to this bylaw runs to both the head basketball coach and the institution.

The panel concludes this is a Level II violation because it occurred over two years and involved multiple prospects; therefore, it was not isolated or limited in nature. Additionally, the inducements provided the prospects with more than a minimal but less than a substantial benefit. The violation and level are also consistent with recent cases decided by the COI. *See Sam Houston State University* (2017) (concluding that a Level II violation occurred when a head women's tennis coach provided a prospect with approximately \$600 worth of recruiting inducements, including tennis rackets, tournament entry fees and cost-free housing); and *UCLA* (concluding that the associate head coach's provision of housing and training services constituted a Level II recruiting inducement violation).

**D. UNETHICAL CONDUCT AND FAILURE TO COOPERATE BY THE HEAD BASKETBALL COACH, ASSISTANT COACH AND SPECIAL ASSISTANT [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(a), 10.1-(d) and 19.2.3 (2015-16 and 2016-17)]**

During the past two years, the head basketball coach, assistant coach and special assistant violated principles of ethical conduct and did not meet their obligations under the cooperative principle when they failed to furnish information relevant to an investigation and refused to participate in interviews. Furthermore, both the head basketball coach and the assistant coach acted unethically when they knowingly furnished false or misleading information during their interviews. In the head coach's case, he also influenced other individuals to provide false or misleading information. Neither the assistant coach nor the special assistant responded to the allegations. The head basketball coach acknowledged that he failed to cooperate for nearly one year, but denied all unethical conduct allegations. Pacific and the enforcement staff substantially agreed on the facts and that the violations occurred. The panel concludes that Level I violations occurred.

**1. NCAA legislation relating to unethical conduct and failure to cooperate.**

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

**2. The head basketball coach failed to cooperate and acted unethically when he refused to furnish information relevant to an investigation and when he knowingly provided and influenced others to provide false or misleading information to the institution and the enforcement staff.**

Beginning in October 2015, the head basketball coach engaged in three modes of unethical conduct related to the investigation in this case: (1) for approximately one year, he refused to provide information requested by Pacific and the enforcement staff and to sit for an additional interview; (2) he knowingly provided false or misleading information when, during his interview, he denied awareness of the academic misconduct and recruiting inducement violations; and (3) he knowingly influenced other individuals to furnish false or misleading information during their interviews. The head basketball coach's conduct violated Bylaws 10 and 19.

Bylaw 19.2.3 places an affirmative obligation on current and former institutional staff members to cooperate fully with the enforcement staff. If a current or former institutional staff member refuses to furnish information relevant to an investigation, that refusal can be deemed unethical conduct under Bylaw 10.1-(a). Relatedly, a staff member who knowingly furnishes or influences others to furnish false or misleading information acts unethically pursuant to Bylaw 10.1-(d). These bylaws are fundamental to the effectiveness of the membership's infractions process.

From January 20, 2016, to December 27, 2016, the head basketball coach failed to cooperate with the investigation in this case. He refused multiple requests from the enforcement staff to provide bank and telephone records and to participate in a second interview. At the infractions hearing, the head basketball coach explained that he stopped participating on the advice of his former attorney and due to a lack of financial resources. After he received the NOA, the coach hired a new attorney, provided most of the requested records and sat for a second interview on March 8, 2017. While the panel appreciates the head basketball coach's re-engagement in the process, the nearly year-long gap in his participation hindered the investigation and delayed the resolution of this matter. The cooperative principle is a core tenet on which the entire infractions process depends. When the head basketball coach did not participate in the investigation for nearly a year, he violated that principle and acted unethically in contravention of Bylaws 10.1-(a) and 19.2.3.

The head basketball coach also acted unethically when he was untruthful during his December 9, 2015, interview with Pacific and the enforcement staff. The coach denied providing prospects with answers to coursework and exams despite substantial information in the record demonstrating his involvement in that violation. Specifically, multiple prospects stated that the head basketball coach gave them photocopies of answers. Moreover, email correspondence between the coach and his staff demonstrated an orchestrated effort to handle the prospects' coursework that summer. And the materials provided by the anonymous informant mirrored coursework submitted by the prospects in their distance learning courses. Regarding the 2011 violation, metadata associated with the coursework supported the head basketball coach's involvement in academic misconduct. When the coach denied any role in the academic misconduct violations, he provided false information and violated Bylaw 10.1-(d).

He compounded this violation by also denying any knowledge of or involvement in the proctoring violations. During his first interview, the head basketball coach professed a general lack of knowledge regarding who was proctoring the prospects' exams. He also denied forging signatures or asking others to forge signatures on the exam supervisor forms. At the hearing, however, he acknowledged that he knew the proctors he had engaged were not actually supervising the prospects' exams and he condoned it. He also admitted instructing one of his staff members to forge a proctor's signature on an exam supervisor form. Again, this is false information that violates his responsibility under the bylaws to be truthful.

Finally, and perhaps most egregiously, the head basketball coach further violated Bylaw 10.1-(d) when he influenced two other individuals—prospect 1 and proctor 1—to provide false or misleading information to Pacific and the enforcement staff. With respect to prospect 1, factual information in the record demonstrates that the athletics representative contacted the prospect prior to his March 29, 2017, interview and urged him to falsely state that it was the special assistant, not the head basketball coach, who provided him with completed coursework and exams for his distance learning math course. The athletics representative was a close friend of the head basketball coach and it is difficult to see how he could have known how and when to contact prospect 1 without the head basketball coach's involvement. Thus, it appears that the head basketball coach was acting through his friend to influence the investigation in this case. As it relates to proctor 1, the head basketball coach directly interfered with the investigation when he contacted the proctor—who was another close friend—and asked him to falsely state that he proctored exams during the summer of 2014.

The head basketball coach's actions are the very essence of unethical conduct. By influencing prospect 1 to lie, he put the prospect's eligibility at risk in order to serve his own interests. He also hindered the investigation, causing other parties to devote additional time and resources to this case. This conduct falls well below the baseline of honesty and ethical conduct the membership expects of institutional staff members, particularly those entrusted with setting an example for developing student-athletes. The panel concludes that in influencing prospect 1 and proctor 1 to provide false or misleading information, the head basketball coach acted unethically and violated Bylaw 10.1-(d).

Consistent with Bylaw 19.1.1 and past cases, the head basketball coach's unethical conduct and failure to cooperate are Level I violations. *See* Bylaw 19.1.1-(c) and (d) (identifying failure to cooperate and individual unethical or dishonest conduct as examples of Level I severe breaches of conduct); *Southern Mississippi* (concluding that the former head men's basketball coach engaged in Level I unethical conduct when he deleted emails relevant to the investigation, provided false or misleading information during his interviews and contacted other interviewees with knowledge of the investigation); *Mississippi* (concluding that women's basketball staff members engaged in Level I unethical conduct when they denied their involvement in academic misconduct and instructed a student-athlete to delete information relevant to the investigation and give a false statement); and *Georgia Southern University* (2016) (concluding that a former assistant compliance director engaged in Level I unethical conduct when she developed a false story to

explain her violation, persuaded a student-athlete to relay that false story during the investigation and refused to participate in further interviews).

**3. The assistant coach and special assistant engaged in unethical conduct and failed to cooperate when they refused to participate in interviews or provide relevant information to the enforcement staff during its investigation and, in the case of the assistant coach, when he provided the enforcement staff with false or misleading information.**

For the past two years, the assistant coach and special assistant have engaged in unethical conduct relating to the investigation in this case. The assistant coach provided false or misleading information concerning his involvement in the violations and, since January 20, 2016, has refused to participate in additional interviews with the enforcement staff and Pacific. Since August of 2015, the special assistant has refused to participate in any aspect of the investigation. The conduct of the assistant coach and special assistant violated Bylaws 10 and 19.

On December 9, 2015, the assistant coach engaged in unethical conduct when he furnished false or misleading information during his interview with Pacific and the enforcement staff. Specifically, he denied any involvement in paying for prospect 5's distance learning courses. This is belied by substantial information in the record. As discussed above in Part IV.B., the assistant coach's cell phone and bank records, university IT logs and information obtained from the debit card issuer all support the panel's conclusion that the assistant coach funded a prepaid card that he used to pay for prospect 5's distance learning courses during the summer of 2014. By denying his involvement in this violation, the assistant coach knowingly provided false or misleading information in violation of Bylaw 10.1-(d). Furthermore, by refusing to participate in a second interview as the enforcement staff twice requested, the assistant coach did not meet his obligation to fully cooperate under Bylaws 10.1-(a) and 19.2.3. Likewise, when the special assistant refused to participate in the investigation in any capacity—including ignoring several interview requests—he, too, failed in his obligation to cooperate and furnish relevant information under Bylaws 10.1-(a) and 19.2.3. Consistent with Bylaw 19.1.1-(c) and (d) and the cases cited above, the assistant coach's and special assistant's unethical conduct and failure to cooperate are Level I violations.

**E. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2013-14 through 2015-16)]**

For approximately two years, the head basketball coach failed in his responsibilities to promote an atmosphere of compliance within the men's basketball program and to monitor the assistant coach and special assistant, who reported to him. Pacific and the enforcement staff substantially agreed to the facts and that the violation occurred. The head basketball coach disputed the allegation. The panel concludes that a Level I violation occurred.

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

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

**2. The head basketball coach violated NCAA head coach responsibility legislation through his personal involvement in academic misconduct, recruiting and unethical conduct violations and by failing to monitor his staff.**

During the 2014-15 and 2015-16 academic years, the head basketball coach failed to meet his responsibilities as a head coach. In recruiting academically ineligible prospects and then violating NCAA ethical conduct and recruiting legislation to secure their eligibility, he failed to promote an atmosphere of compliance within the men's basketball program. Furthermore, he did not monitor the activities of the coaching staff, who reported to him. Indeed, he admitted at the hearing that he let the assistant coach and special assistant "get out of control." The head basketball coach's conduct violated Bylaw 11 head coach responsibility legislation.

Bylaw 11.1.1.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere of rules compliance; and (2) to monitor those individuals in their program who report to them. With respect to the latter, the bylaw presumes that head coaches are responsible for the actions of those who report to them. A head coach may rebut this presumption by demonstrating that he or she promoted an atmosphere of compliance and monitored his or her staff.

Here, the head basketball coach failed to rebut the presumption. With respect to monitoring, he acknowledged at the hearing that he "let a couple assistant coaches get out of control and . . . didn't stop it." The factual information in the record bears this out. In a July 2014 email to his staff, the head basketball coach informed them that it was their "job to get it done" with regard to the prospects' summer distance learning courses. He then largely left them to their own devices to do so. Thus, motivated to do whatever it took to secure the prospects' eligibility for the coming academic year, the assistant coach paid for one prospect's distance learning courses. In addition, both he and the special assistant allowed multiple prospects to take their exams unproctored. The head basketball coach claimed he had no knowledge of the former violation. With respect to the latter, he was both aware of and condoned the use of straw man proctors for the prospects' exams despite knowing it was a violation. He stated that he thought the special assistant was proctoring the exams and trusted him to do it properly. The COI has previously concluded that head coaches failed to monitor where they did not stop and report known violations and/or over-relied on staff members. *See Grambling State University (2017)* (concluding that a head women's track coach did not rebut the presumption of responsibility where he failed to make inquiries regarding a prospects' housing arrangements and did not stop and report known recruiting violations); and *Syracuse* (concluding that a head coach does not meet his monitoring responsibility by simply delegating responsibility to staff members and trusting them to follow rules without ever checking up on them). In light of the head coach's conduct and his own acknowledgement of a lack of control over his staff members, the panel concludes that he failed to monitor the assistant coach and the special assistant during the summer of 2014.

Additionally, the head basketball coach's personal involvement in the violations and indifference to NCAA legislation demonstrate that he did not promote an atmosphere of compliance within the men's basketball program. When the head basketball coach engaged in academic misconduct and knowingly permitted prospects to take exams unsupervised, he set the wrong tone for his program. He created an environment where the overriding concern was to "get it done"—not to get it done properly and in compliance with the rules.

The coach briefly discussed his history of compliance at the hearing, noting that he committed no previous violations during his 23-year coaching career. When asked about his specific efforts to promote compliance, he spoke in general terms about the basketball staff's monthly meetings with the compliance staff, as well as coaching retreats once or twice a year where compliance was discussed at the start of each meeting. The panel acknowledges the coach's lack of previous violations and his generally positive relationship with the compliance staff prior to the events giving rise to this case. The information provided by the head basketball coach is not sufficient, however, to rebut the presumption of responsibility, particularly where he has acknowledged letting his staff get "out of control" and considering his personal involvement in Level I violations as the leader of his program. Accordingly, the panel concludes that the head basketball coach failed to meet his responsibility to monitor his staff and promote an atmosphere of compliance.

Pursuant to Bylaw 19.1.1, this is a Level I violation because it resulted from underlying Level I violations. *See Southern Mississippi* (concluding that the former head men's basketball coach committed a Level I head coach responsibility violation when he planned and implemented an academic fraud scheme); *Mississippi* (concluding that the former head women's basketball coach committed a Level I head coach responsibility violation when he failed to monitor his staff, allowing their academic misconduct to go undetected); *Lamar* (concluding that a head men's golf coach committed a Level I head coach responsibility violation when he failed to promote an atmosphere of compliance due to his direct, knowing involvement in providing impermissible financial aid and benefits); and *Saint Peter's University* (2016) (concluding that a head swimming coach committed a Level I head coach responsibility violation where he demonstrated indifference to NCAA rules by permitting student-athletes to compete while ineligible and then influenced them to lie about it).

#### **F. PACIFIC'S FAILURE TO MONITOR THE MEN'S BASKETBALL PROGRAM [NCAA Division I Manual Constitution 2.8.1 (2013-14 and 2014-15)]**

During the summer of 2014, Pacific failed to monitor the activities of the men's basketball coaching staff related to prospects' distance learning courses. Pacific and the enforcement staff substantially agreed to the facts and that the violation occurred. The panel concludes that a Level II violation occurred.

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

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

**2. The institution failed to monitor the basketball coaching staff's involvement in prospects' distance learning courses during the summer of 2014, which allowed the staff's conduct to go undetected and resulted in three prospects obtaining fraudulent academic credit and five receiving impermissible recruiting inducements.**

During July and August of 2014, the institution failed to monitor the activities of the head basketball coach, assistant coach and special assistant as it related to their oversight of five prospects' distance learning courses.<sup>18</sup> As a result, the coaching staff went to great lengths to secure the eligibility of five academically ineligible prospects, including providing three prospects with answers to coursework and exams and permitting all five to take exams unsupervised. In failing to monitor this activity, Pacific violated Constitution 2.8.1.

Constitution 2 generally 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.

Pacific's compliance staff knew that five men's basketball prospects with academic deficiencies were living in the institution's locale and taking distance learning courses during the summer of 2014. The institution was also aware that these courses needed to be completed in a short period of time and required exam proctors. While four of the prospects were only one or two classes shy of meeting transfer and eligibility requirements, one prospect needed a total of seven courses to meet NCAA progress-toward-degree requirements. In its response to the NOA, Pacific stated that it was mindful of these deficiencies and checked in regularly with the men's basketball staff to ensure the prospects were making progress toward meeting the requirements necessary for admission and eligibility. However, the institution also admitted that it made a mistake when it merely relied on the assurances of the staff without looking behind those assurances.

The COI has previously noted that there is a heightened risk of violations when prospects who are not enrolled at the institution move to the institution's locale. *See Long Beach State* (stating that "institutions have a duty to monitor the activities of prospects in the vicinity of campus in the summer prior to initial enrollment"); *Boise State University* (2011) (explaining that the need for heightened awareness when un-enrolled prospects are on campus "is borne out of recognition of the competitive advantage gained when institutions do not adhere to the applicable NCAA legislation"). Here, with five academically ineligible prospects in the institution's locale—including one with significant academic deficiencies—Pacific did not provide adequate oversight or monitoring.

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<sup>18</sup> As the panel noted in Part IV.B. of this decision, the head basketball coach also facilitated a proctor for a baseball prospect, who was a friend of the family, and permitted him to take exams unsupervised. However, as the panel concludes that Pacific's failure to monitor relates only to the men's basketball program, this portion of the decision does not reference the baseball prospect.

The institution's failure to monitor the men's basketball program resulted in academic violations and impermissible recruiting inducements that compromise the integrity of the Collegiate Model. The panel concludes Pacific's failure to monitor is a Level II violation. *See* Bylaw 19.1.2-(b) (presuming failure to monitor violations are Level II unless the failure is substantial or egregious); *Grambling State* (concluding the institution committed a Level II violation when it failed to monitor its initial eligibility and progress-toward-degree certification processes); *Stanford University* (2016) (concluding the institution committed a Level II violation when it failed to monitor the participation of student-athletes in countable athletically related activities); *University of Missouri, Columbia* (2016) (concluding the institution committed a Level II violation when it failed to monitor the men's basketball program, allowing multiple recruiting and extra-benefit violations to go undetected).

#### **G. IMPERMISSIBLE BENEFITS IN THE BASEBALL PROGRAM [NCAA Division I Manual Bylaw 16.11.2.1 (2013-14)]**

In 2014, the former head baseball coach provided impermissible athletically related aid to the sister of a baseball student-athlete. Pacific and the enforcement staff substantially agreed to the facts and that the violation occurred. The baseball coach agreed that the conduct occurred but denied that his involvement constituted a violation of NCAA legislation. The panel concludes that a Level II violation occurred.

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

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

##### **2. The baseball coach violated NCAA extra benefits legislation when he provided impermissible athletically related aid to the sister of a baseball student-athlete with the intent to benefit the baseball student-athlete and one of his teammates.**

In June of 2014, the baseball coach provided \$16,000 in impermissible athletically related aid to a student trainer, who also happened to be the sister of a baseball student-athlete. The baseball coach intended for the aid to benefit the baseball student-athlete and one of his teammates, both of whom shared a house with the student trainer. The student trainer performed no work for the baseball program in exchange for the aid. Accordingly, the athletically related aid constituted an impermissible extra benefit in violation of Bylaw 16.

Bylaw 16 governs awards, benefits and expenses for enrolled student-athletes. With respect to benefits, Bylaw 16.11.2.1 sets forth the general rule that a student-athlete shall not receive any extra benefit. The bylaw defines an "extra benefit" as any special arrangement by an institutional employee or athletics representative to provide a student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

In his response to the NOA and at the infractions hearing, the baseball coach acknowledged that the aid he provided to the student trainer was intended to indirectly benefit the two baseball student-athletes by offsetting their housing costs. He also acknowledged that the student trainer performed no work for the baseball program in exchange for the aid. Thus, the student trainer was merely a conduit to channel aid to the two baseball student-athletes. When the baseball coach provided the student-athletes with aid outside of the permissible distribution structure, he provided an impermissible benefit in violation of Bylaw 16.11.2.1. *See Lamar* (concluding a head men's golf coach violated Bylaw 16.11.2.1 when he provided student-athletes with aid outside of their financial aid agreements).

While the baseball coach acknowledged that the conduct occurred as alleged, he argued in his response to the NOA and at the hearing that he should not be held responsible for a violation of Bylaw 16.11.2.1 because he had cleared the arrangement with the institution's senior associate athletic director. This is essentially the same argument the head basketball coach made with respect to his responsibility for the Bylaw 13 violation surrounding student visa sponsorships (*see* Part IV.C. above). The baseball coach's argument fails for the same reason. Bylaw 16.11.2.1, like Bylaw 13.2.1, has no knowledge component. If the conduct occurred—as the baseball coach conceded it did—then there is a Bylaw 16.11.2.1 violation regardless of the baseball coach's legitimate belief that the conduct was permissible. The responsibility runs to both the baseball coach and the institution.

The baseball coach's actions provided more than a minimal but less than a substantial or extensive impermissible benefit to the two baseball student-athletes. Accordingly, consistent with Bylaw 19.1.2 and past COI decisions, the panel concludes this is a Level II violation. *See Missouri* (concluding a Level II violation occurred where an athletics representative provided student-athletes with extra benefits and inducements totaling \$10,436, including housing, cash, transportation, and gym access); *Arkansas State University* (2016) (concluding a Level II violation occurred where a former director of basketball operations provided a student-athlete with extra benefits in the form of excessive apparel worth \$5,165).

## **V. VIOLATIONS NOT DEMONSTRATED**

The enforcement staff alleged two additional violations related to the baseball coach's provision of aid to the student trainer. First, it alleged that this conduct was unethical because the former head baseball coach knowingly provided the impermissible benefit. Second, the staff alleged that his involvement in the violation demonstrated that the baseball coach failed to promote an atmosphere of compliance in the baseball program. The panel concludes that the facts do not support either the unethical conduct or head coach responsibility violations.

The baseball coach followed protocol by seeking the input and approval of the associate athletic director before providing the financial aid. While it appears that the two men were not quite on the same page regarding the specifics of the financial aid arrangement, this was the result of a

legitimate misunderstanding rather than an attempt by the baseball coach to subvert NCAA rules. This is not a situation where a coach acted unethically because he knew or should have known the rules. *See UCLA* (concluding that an associate head football coach acted unethically when he provided housing and training benefits to prospects even though he did not know—but *should* have known—that the benefits were impermissible). Here, the baseball coach was unsure how the extra financial aid could be applied, so he did exactly what he should have done—he consulted with the associate athletic director who oversaw financial aid compliance. This was not unethical conduct.

With respect to the alleged head coach responsibility violation, the panel concludes that the baseball coach successfully rebutted the presumption of responsibility. As Pacific observed in its response to the NOA, the extra benefits violation is an isolated departure from the baseball coach's previously compliant behavior. At the hearing, Pacific's senior compliance officer stated that the baseball coach was very communicative with the compliance staff during his 12-year career at Pacific. She indicated that he asked questions and that he and his staff were generally very engaged in compliance. The baseball coach confirmed this during his interview with Pacific and the enforcement staff, stating that his office was a short walk from the compliance staff and he went to them frequently with questions. As it relates to this case specifically, the baseball coach followed the proper procedures by seeking the input and approval of the associate athletic director, who had responsibility for the compliance aspects of financial aid. Unlike other cases where head coaches have violated head coach responsibility legislation through their failures to communicate with compliance, the baseball coach met his obligation in this regard. *See University of Hawaii at Manoa* (2015) (concluding that the head basketball coach failed to promote an atmosphere of compliance when he decided to keep compliance matters "in house" rather than consulting with the compliance staff). As explained above, the Bylaw 16 violation in this case was the result of a legitimate misunderstanding between the baseball coach and the associate athletic director. No other staff members who report to the baseball coach were involved and there is no information in the record suggesting that the coach did not adequately monitor his staff.

At the hearing, the enforcement staff asserted that if the panel concludes the Bylaw 16 violation occurred, the baseball coach cannot rebut the presumption of responsibility due to his involvement in that violation. The panel disagrees. As the COI has previously acknowledged, the presumption of responsibility is rebuttable when the head coach demonstrates he has monitored and set a proper tone for compliance. *See Wichita State University* (2015) (concluding no head coach responsibility violation where the coach's one-time failure to ask follow-up questions regarding his assistant's impermissible benefit violation "d[id] not negate decades of monitoring his assistant and setting the proper atmosphere for rules compliance in his program."). The panel concludes that the baseball coach set such a tone and did not fail to monitor his staff. Thus, the head coach responsibility violation was not demonstrated.

## **VI. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the panel concludes this case involved Level I and II violations of NCAA legislation. Level I violations are severe breaches of conduct that seriously undermine or threaten the integrity of the NCAA Collegiate Model. Level II violations are significant breaches of conduct that may compromise the integrity of the Collegiate Model.

Pursuant to Bylaw 19.9.1, the panel concludes the violations in this case predominately occurred after October 30, 2012, and therefore prescribes penalties pursuant to the current penalty structure. In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.3 and 19.9.4 to determine the appropriate classification for the parties. The panel then used the penalty guidelines (Figure 19-1) and Bylaw 19.9.7 to prescribe penalties.<sup>19</sup>

The panel assessed the aggravating and mitigating factors by weight as well as number. The panel determined the below-listed factors applied, resulting in the panel classifying this case as Level I-Mitigated for the institution. Pacific's self-imposed penalties were within the penalty guidelines and appropriate for the violations that occurred in this case. The panel classifies the conduct of the head basketball coach, the assistant coach and the special assistant as Level I-Aggravated. The conduct of the baseball coach is Level II-Mitigated.

### **Aggravating Factors for Pacific**

19.9.3-(a): Multiple Level I violations;

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

Pacific and the enforcement staff agreed to one additional aggravating factor, 19.9.3-(b): A history of Level I, Level II or major violations. Pacific has only one previous major violation and that case is more than 25 years old. Therefore, the panel determines that 19.9.3-(b) is not an aggravating factor in this case. *See* Bylaw 19.9.3-(b) (permitting the COI to take account of the amount of time that has passed between violations when determining whether this aggravator applies).

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<sup>19</sup> The membership recently expanded the ranges of the penalty guidelines related to scholarship reductions and the duration of postseason bans, probation and show-cause orders. The adjusted guidelines became effective on August 1, 2017. Because the panel considered this case prior to that date, it used the guidelines as set forth in the 2016-17 Division I Manual.

### **Mitigating Factors for Pacific**

- 19.9.4-(b): Prompt acknowledgement and acceptance of responsibility and imposition of meaningful corrective measures and/or penalties;
- 19.9.4-(c): Affirmative steps to expedite final resolution of the matter;
- 19.9.4-(d): An established history of self-reporting Level III or secondary violations; and
- 19.9.4-(f): Exemplary cooperation.

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

- 19.9.3-(a): Multiple Level I violations;
- 19.9.3-(d): Obstructing an investigation or attempting to conceal the violation;
- 19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;
- 19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;
- 19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;
- 19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete; and
- 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

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

- 19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations.

### **Aggravating Factors for the Assistant Coach**

- 19.9.3-(a): Multiple Level I violations;
- 19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;
- 19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;
- 19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;
- 19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete; and
- 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

### **Mitigating Factors for the Assistant Coach**

None.

### **Aggravating Factors for the Special Assistant**

- 19.9.3-(a): Multiple Level I violations;
- 19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;
- 19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;
- 19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete; and
- 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

### **Mitigating Factors for the Special Assistant**

None.

### **Aggravating Factors for the Baseball Coach**

None.

The enforcement staff proposed four aggravating factors with respect to the baseball coach's conduct: (1) 19.9.3-(e): Unethical conduct; (2) 19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning; (3) 19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation; and (4) 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws. Because the baseball coach's extra benefits violation was the result of a legitimate misunderstanding after taking appropriate steps to consult with a senior athletics official, the panel determines that none of the proposed aggravating factors are applicable.

### **Mitigating Factors for the Baseball Coach**

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations.

All of the penalties prescribed in this case are independent of 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 Pacific's cooperation in all aspects of this case and finds that it was consistent with the institution's obligation under Bylaw 19.2.3. The panel also considered Pacific'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 I-Mitigated Violations (Bylaw 19.9.5)**

1. Probation: Two years of probation from September 20, 2017, through September 19, 2019.

2. Financial penalty: The institution shall pay a \$5,000 fine.<sup>20</sup>
3. Postseason ban: The institution ended the 2015-16 men's basketball season with its last regular season game and did not participate in postseason conference or NCAA tournament competition. (Self-imposed.)
4. Scholarship reductions: The men's basketball program reduced by six the total number of permissible grants-in-aid for the 2016-17, 2017-18 and 2018-19 academic years.<sup>21</sup> (Self imposed.) Additionally, the baseball program reduced the number of baseball equivalencies by .57 for the 2015-16 academic year, which amounts to a two-for-one reduction for the value of the extra benefit provided. (Self-imposed.)
5. Recruiting restrictions:
  - a. The institution reduced the number of official visits in the men's basketball program to a total of five for the 2015-16, 2016-17 and 2017-18 academic years. This is a reduction of seven off the permissible number. (Self-imposed.)
  - b. The institution limited the number of off-campus recruiting person days in the men's basketball program to no more than 90 days, averaged over the 2015-16, 2016-17 and 2017-18 academic years. This is a reduction of 40 off the permissible number. (Self-imposed.)
  - c. The institution prohibited the men's basketball coaching staff from initiating telephone calls, contact via social media and written correspondence with prospects for a 10-week period during the 2015-16, 2016-17 and 2017-18 academic years. (Self-imposed.)

**Core Penalties for Level I-Aggravated violations by the head basketball coach, assistant coach and special assistant (Bylaw 19.9.5)**

6. Show-cause order: The head men's basketball coach violated core NCAA bylaws and requirements that are fundamental to the NCAA Collegiate Model and infractions process. He acted unethically when he engaged in academic misconduct, knowingly provided prospects with impermissible recruiting inducements, failed to cooperate with the investigation, knowingly provided false or misleading information and influenced other individuals to provide false or misleading information. These violations demonstrate that the head basketball coach failed to promote an atmosphere of compliance in the men's basketball program and failed to adequately monitor his staff, two of whom were also engaged in some of these

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<sup>20</sup> The fine shall be paid consistent with COI IOP 4-15-2.

<sup>21</sup> Due to a lack of attrition, and in order to honor prior commitments to the program, the institution awarded the full complement of 13 grants during the 2016-17 academic year. Accordingly, the institution intends to award three fewer grants in the 2017-18 academic year and three fewer grants in the 2018-19 academic year.

violations. Therefore, the head basketball coach shall be subject to an eight-year show-cause order from September 20, 2017, to September 19, 2025. The head basketball 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 eight-year show-cause period, any employing institution shall be required to contact the 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 head basketball coach become employed in an athletically related position at an NCAA member institution during the eight-year show-cause period, the head basketball coach shall be suspended from 50 percent of the first season of his employment. The provisions of the suspension require that the head basketball coach not be present in the arena where the games are played and have no contact or communication with members of the men's basketball 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 game and ends at 11:59 p.m. on the day of the game that constitutes the end of the suspension period. During that period, the head basketball 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 contests from which the head basketball coach is suspended shall not count in the head basketball coach's career coaching record.

Although each case is unique, the head basketball coach's show-cause order and suspension are consistent with those prescribed in previous cases. *See Southern Mississippi* (prescribing a ten-year show-cause order and 50 percent suspension for the Level I-Aggravated violations of the former head men's basketball coach, who planned and orchestrated an academic misconduct scheme involving seven prospects, failed to disclose information relevant to the investigation, took affirmative steps to obstruct the investigation and violated head coach responsibility legislation); *University of Louisiana at Lafayette* (2016) (prescribing an eight-year show-cause order for the Level I-Aggravated violations of the former assistant football coach, who engaged in academic misconduct, unethical conduct and failed to cooperate with the investigation).

7. Show-cause order: The assistant coach violated core NCAA bylaws and requirements that are fundamental to the NCAA Collegiate Model and infractions process. He acted unethically when he knowingly provided impermissible recruiting inducements to academically ineligible prospects, failed to cooperate with the investigation and provided false or misleading information to the institution and enforcement staff. Therefore, the assistant coach shall be subject to an eight-year show-cause order from September 20, 2017, to September 19, 2025. The assistant coach shall be informed in writing by the NCAA that if he seeks employment or affiliation with an athletically related position at an NCAA member institution during the eight-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on athletically related activity should not apply.

8. Show-cause order: The special assistant violated core NCAA bylaws and requirements that are fundamental to the NCAA Collegiate Model and infractions process. He acted unethically when he knowingly provided impermissible recruiting inducements to academically ineligible prospects and when he failed to cooperate with the investigation. Therefore, the special assistant shall be subject to a seven-year show-cause order from September 20, 2017, to September 19, 2024. The special assistant coach shall be informed in writing by the NCAA that if he seeks employment or affiliation with an athletically related position at an NCAA member institution during the seven-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on athletically related activity should not apply.

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

9. Public reprimand and censure.
10. Vacation of team and individual records: The institution acknowledged that ineligible participation in the men's basketball and baseball programs occurred as a result of the violations in this case. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3, the institution shall vacate all regular season and conference tournament records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. This order of vacation includes all regular season competition and conference tournaments.<sup>22</sup> Further, if any of the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason shall be vacated. The individual records of the ineligible student-athletes 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 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 100<sup>th</sup>, 200<sup>th</sup> or 500<sup>th</sup> career victories. Any public reference to the vacated contests shall be removed from the athletics department stationary, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in these sports shall be returned to the Association.

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<sup>22</sup> Among other examples, the COI has indicated that a vacation penalty is particularly appropriate when cases involve ineligible competition and 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 when they failed to meet amateurism and eligibility requirements. *See Grambling State; Mississippi Valley State University (2017); Alcorn State University (2016); Campbell University (2016); Samford University (2016); and University of North Carolina, Greensboro (2015).*

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 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 OCOI of this submission to the NCAA Media Coordination and Statistics office.

11. Disassociation: The institution has disassociated both the special assistant and the athletics representative. (Self-imposed.)

12. 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 institutional staff members with responsibility for ensuring compliance with NCAA legislation in academic misconduct, impermissible inducements, extra benefits and representatives of the athletics interests;
- b. Submit a preliminary report to the OCOI by October 31, 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 August 1 during each year of probation. Particular emphasis shall be placed on rules education, monitoring institutional staff members' involvement in prospective student-athletes' distance learning courses, adherence to recruiting legislation, education regarding student visa application procedures and requirements, and monitoring aid for student workers;
- d. Inform prospective student-athletes in the affected sport programs in writing 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 programs 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 sports. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the major infractions case; and (iii) give members of the general public a clear indication of what happened in the major 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.

13. Pursuant to Bylaw 19.9.10, the NCAA president may forward a copy of the public infractions decision to the appropriate regional accrediting agency.
14. 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 COI affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

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

NCAA COMMITTEE ON INFRACTIONS PANEL

Carol Cartwright  
Stephen A. Madva  
Joel Maturi, Chief Hearing Officer  
Joyce McConnell  
Vince Nicastro

## APPENDIX ONE

### **CORRECTIVE ACTIONS AS IDENTIFIED IN PACIFIC'S APRIL 17, 2017, RESPONSE TO THE NOTICE OF ALLEGATIONS**

1. The university terminated the employment of the head men's basketball coach and the assistant men's basketball coach, effective May 3, 2016.
2. The university disassociated the special assistant to the head men's basketball coach and the representative of the institution's athletics interests.
3. The university accepted the resignation of the head baseball coach on June 30, 2015.
4. In August 2015, the athletics department instituted a policy requiring student workers receiving athletics aid to use an electronic timesheet system monitored by the senior associate director of athletics for internal affairs.
5. In June 2016, the athletics department instituted a policy that includes the following provisions relating to prospective student-athletes that require additional pre-enrollment coursework for eligibility purposes (in all sports):
  - a. Prospects that require additional coursework for eligibility purposes will be reviewed by the athletics compliance staff and faculty athletics representative (FAR), and limited to two courses at institutions other than Pacific in the summer prior to enrollment. Additional course requests may be reviewed and approved by the FAR and chair of the athletics advisory board. [Note: NCAA rules limit prospective freshmen to one core course over the summer.]
  - b. Head coaches and assistant coaches recruiting prospects who require additional coursework for eligibility purposes must sign an agreement stating they will not be involved in any aspect of the summer courses.
  - c. Prospects will be informed of NCAA rules regarding eligibility and the use of academic support services.
6. In August 2016, the athletics department implemented a policy to address exam proctoring.
7. The athletics department implemented a policy whereby the university's admissions staff is required to notify the compliance staff if the "sponsor" identified on an incoming international student-athlete's immigration paperwork is someone other than a family member of the student-athlete.

8. In September 2016, the compliance staff conducted rules education specific to international student-athletes with all coaches and the university's admissions staff.
9. In February 2017, the compliance staff and FAR prepared a newsletter and hosted faculty open forums to discuss eligibility requirements and the adoption of the proctoring policy.

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

**Division I 2011-12 Manual**

**10.01.1 Honesty and Sportsmanship.** Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete;

**14.11.1 Obligation of Member Institution to Withhold Student-Athlete from Competition.** If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 14.12 if it concludes that the circumstances warrant restoration.

**16.8.1 Expenses Provided by the Institution for Practice and Competition: Permissible.** The permissible expenses for practice and competition that an institution may provide a student-athlete are defined in the following subsections. (See Bylaw 16.9 for expenses that may be provided by individuals or organizations other than the institution.)

**Division I 2013-14 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.

**10.01.1 Honesty and Sportsmanship.** Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete;
- (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.

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

**13.2.1 Offers and Inducements: 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.

**16.8.1 Expenses Provided by the Institution for Practice and Competition: Permissible.** An institution may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

**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.

### **Division I 2014-15 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.

**10.01.1 Honesty and Sportsmanship.** Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete;
- (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.

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

**12.11.1 Obligation of Member Institution to Withhold Student-Athlete from Competition.** If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student- Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration.

**13.2.1 Offers and Inducements: 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.

**16.8.1 Permissible.** An institution, conference or the NCAA may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

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

**10.01.1 Honesty and Sportsmanship.** Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution;
- (d) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation.

**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.

**19.2.3 Responsibility to Cooperate.** Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its infractions

program. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof.

### **Division I 2016-17 Manual**

**10.01.1 Honesty and Sportsmanship.** Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution;
- (d) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation.

**19.2.3 Responsibility to Cooperate.** Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof.