



UNIVERSITY OF MIAMI PUBLIC INFRACTIONS REPORT OCTOBER 22, 2013

I. INTRODUCTION

On June 13-14, 2013, officials from the University of Miami appeared before the NCAA Division I Committee on Infractions ("the committee").¹ The committee is an independent administrative body of the NCAA comprised of individuals from the Division I membership and the public and is charged with adjudicating infractions cases involving member institutions and their staff. The committee met to address numerous allegations of major infractions in the institution's football and men's basketball programs.²

At issue were 18 allegations with 79 subparts that primarily involved widespread and significant recruiting inducements and extra benefits. Many of the allegations centered around a known representative of the institution's athletics interests ("the booster") freely entertaining numerous prospects and student-athletes at his home, on his yacht and in various public settings. The booster paid for entertainment, food and various gifts. This booster also was a significant donor of the football and men's basketball programs and had a visible presence around the programs. He had personal and financial dealings with some members of those coaching staffs and provided coaches with gifts and loans. The then head men's basketball coach ("former head men's basketball coach"), two then assistant men's basketball coaches, ("former assistant men's basketball coach A and B," respectively) and four then assistant football coaches ("former assistant football coaches A, B, C and D," respectively) were all individually at risk under NCAA bylaws.

This case first arose when the institution self-reported impermissible telephone calls and texts in November 2009. Until February 2011, the institution and the NCAA enforcement staff pursued resolving the case through the cooperative summary disposition process. At that time there was no resolution to the telephone and text issues that involved 60 impermissible calls and 151 impermissible texts for 11 of the institution's sports.

¹ A member of the Atlantic Coast Conference (ACC), the University of Miami has an enrollment of approximately 16,000 students. The institution sponsors eight men's and 10 women's intercollegiate sports. This is the institution's sixth major infraction case.

² The committee heard this case prior to a series of reforms to the NCAA bylaws that changed penalties and how cases are processed and that took effect on August 1, 2013. Although the committee releases this decision after August 1, the NCAA bylaws in place prior to August 1 are applicable in this case.

In February 2011, the booster contacted the enforcement staff and reported knowledge of serious violations of NCAA bylaws, connected to recruiting inducements and extra benefits. From winter 2011 until September 2012, the enforcement staff conducted a majority of the interviews related to those alleged violations. In particular, between March 31 and May 27, 2011, the enforcement staff interviewed the booster over 20 times while he was in prison related to a conviction for his involvement in a Ponzi scheme.³ The institution was not included in those interviews.⁴

In fall 2011, the enforcement staff engaged the services of the booster's attorney to assist in its investigation of the alleged violations of NCAA bylaws at the institution. That attorney represented the booster in the booster's bankruptcy proceeding and agreed to subpoena and ask questions of witnesses concerning potential NCAA violations in depositions conducted in that bankruptcy. The enforcement staff generated the questions that the attorney asked in the depositions related to the alleged NCAA violations. The use of the attorney's services in representing the interests of the NCAA in a bankruptcy proceeding in order to compel testimony was not consistent with the policies and procedures governing the NCAA enforcement program. Steps were taken to address the inappropriate use of the bankruptcy depositions by removing information connected to or flowing from the depositions to be excluded from the enforcement staff's use in proving the allegations. In January 2013, the NCAA president commissioned an internal investigation conducted by the Cadwalader, Wickersham & Taft law firm ("Cadwalader"). The NCAA publicly released the Cadwalader report on February 18, 2013. The committee had no role or involvement in the enforcement staff's investigation of the case, the internal investigation or in the Cadwalader report.

On the heels of the Cadwalader report, the enforcement staff provided the notice of allegations to the institution and the involved individuals on February 19, 2013. It was at that point that the committee became involved in the case. By this time, the institution and some involved individuals had been living the case for well over three years. The committee shares the view that enforcement staff activity should be conducted in such a way as to conclude investigations in a timely manner. In light of the length of the investigation and unique evidentiary and procedural issues that arose from the enforcement staff's actions, the committee structured a process to keep the case on track. As the entity charged with deciding infractions cases, the committee has the authority and responsibility to resolve procedural issues following issuance of the notice of allegations.

In that vein, the committee structured a procedural process. Through this process, the committee resolved all evidentiary issues prior to the hearing in a fashion that neither pushed back the bylaws' grant of three full months for the parties to file responses nor

³ The enforcement staff conducted four interviews in person and 18 interviews via telephone.

⁴ The enforcement staff and the institution conducted a joint interview with the booster on November 29, 2012.

further delayed a hearing. Although the institution and involved individuals, except one, asked in some form that the allegations be dismissed or limited in some fashion due to the bankruptcy depositions and other numerous and evolving complaints about the investigation, the committee heard the case on the merits. All parties had the opportunity to make their arguments, other than those resolved earlier by the procedural process, in their written submissions and at the hearing to raise them in arguments to dismiss or to limit allegations at the conclusion of the hearing. Notwithstanding the procedural challenges, the committee is charged with hearing cases on the record before it, determining whether the violations occurred and prescribing appropriate penalties if violations did occur. During the hearing, the parties agreed on many of the matters. The committee explored the issues as alleged by the enforcement staff and did so within the constraints of the record before it. The institution and the involved individuals cooperatively responded to that discussion in a non-adversarial manner. All parties were free to raise all arguments not resolved through the prehearing procedural process.

The volume of the issues and materials is noteworthy. This case involved numerous, serious violations of NCAA bylaws, many of which were not disputed. It involved 18 allegations with 79 subparts and 118 interviews of 81 individuals. The written record included 15 binders of documents, totaling thousands of pages.

Moreover, the committee had the responsibility of making credibility determinations in the face of inconsistent statements and information that flowed from the booster who has a federal criminal conviction. The committee sought, and in most instances found, corroboration through the statements of individuals other than the booster, as well as, through supporting documentation.

The committee concludes that former assistant football coaches B and C were involved in unethical conduct by providing impermissible benefits or inducements and providing false or misleading information to the enforcement staff and the institution. The former head men's basketball coach's violations were the result of his failure to promote an atmosphere for compliance. The committee also concludes that former assistant men's basketball coaches A and B were involved in recruiting violations by providing impermissible benefits or inducements and in some instances using the booster to facilitate the provision of those benefits or inducements. Former assistant men's basketball coach B committed unethical conduct in connection with those recruiting violations. The institution demonstrated a failure to monitor its programs and the booster's activities. The institution also failed to have the proper policies and procedures in place during the relevant time period, which led to the committee concluding that there was a lack of institutional control.

The committee acknowledges and accepts the extensive and significant self-imposed penalties by the institution, and prescribes the following principal penalties: three years of probation, a reduction in the maximum number of athletics awards in football and men's basketball, restrictions on unofficial visits, a five-game suspension for the former

head men's basketball coach, and two-year show-cause orders for former assistant football coaches B and C and former assistant men's basketball coach B.

II. CASE HISTORY

The committee has provided in Appendix One to this infractions report a comprehensive, chronological case history in order to document the extraordinary circumstances surrounding this case. The purpose of the case history is to provide procedural and chronological context for how this case unfolded. Specifically, it identifies the events that triggered the underlying investigation. It also details the problems presented by the enforcement staff's use of the booster's attorney in the bankruptcy proceeding to gain information for an NCAA matter and the specific steps the committee took to resolve those procedural issues so that the case could move forward fairly and efficiently. Finally, the case history ends with the hearing and post-hearing submissions that preceded the committee's final deliberations and issuance of this infractions report.⁵

III. FINDINGS OF FACT

The committee divides the institution's major infractions case into four distinct areas. The first and second areas involve major infractions in connection with two of the institution's highly visible sports programs, football (Part A) and men's basketball (Part B). Many of the violations in the football and men's basketball program are separate and distinct violations with one common link. That common link is the booster who, over a series of interviews, reported nearly a decade's worth of violations. The violations came to light primarily as a result of the reporting provided by the booster.⁶

A third area involves major infractions investigated and initially submitted to the NCAA by way of the summary disposition process. These violations are largely the result of telephone and text-messaging violations in nearly all sport programs and included an admission on the part of the institution that it failed to monitor its programs. The violations were contained within the unprocessed June 2011 Summary Disposition Report and later incorporated in the enforcement staff's notice of allegations as allegations 15, 16 and 17. *See* Part C.

⁵ The complete case history may be found in Appendix One.

⁶ The committee takes notice that the booster is a convicted felon who is in prison as a result of pleading guilty to a crime that involved deceiving people. The committee made its factual findings based on information that was corroborated by photographs and statements of others, including then student-athletes and prospects (against their own interests) and their high school and nonscholastic coaches.

The fourth area concerns the institution's administration and overall control of its intercollegiate athletics program and commitment to rules education, monitoring and compliance. *See* Part D. The committee conducted a hearing on all of the allegations and reviewed the information presented by the institution, involved individuals and the enforcement staff. The committee makes the following findings of fact.

Part A

Major Infractions Case Involving the Football Program

Student-Athletes, Prospective Student-Athletes and Coaches

On August 29, 2010, the Miami Herald reported that the booster intended to write a revealing account about the institution's athletics department and the alleged NCAA violations committed by football student-athletes. In response to the article, the institution's legal counsel sent correspondence to the booster's legal counsel, seeking the disclosure of any and all corroborating information. The institution intended to investigate and verify the information; however, neither the booster nor his legal counsel provided the information or otherwise complied with the institution's request.

The institution contacted the NCAA to alert the NCAA about the allegations contained in the Miami Herald article and the institution's unsuccessful attempt to obtain more information from the booster. Officials from the institution and the NCAA discussed the next steps. At that point, it was suggested that there was not enough information for either the institution or the enforcement staff to pursue an investigation.

Within this same time frame, on September 15, 2010, the booster pled guilty to securities fraud and money laundering. In October 2010, having conducted joint interviews during summer 2010 related to the violations of telephone and text-messaging bylaws, and with no additional information from the booster, the enforcement staff sent a letter to the institution regarding the summary disposition process and the telephone and text-messaging violations.

On February 23, 2011, the enforcement staff received correspondence from the booster, reporting his knowledge of potential NCAA violations involving the institution. From March 31 through May 27, 2011, the enforcement staff conducted more than 20 in-person or telephone interviews with the booster. Notwithstanding the prior communication, the enforcement staff did not inform the institution that these interviews were being conducted.

In June 2011, the enforcement staff and the institution submitted for the committee's review a summary disposition report related to violations of text-messaging and telephone calls bylaws. The committee took no action on that report given the enforcement staff's ongoing investigation into the booster's activities.

The booster

The booster described himself as a "passionate" fan of the institution's football program. In 2001, the booster became a football season ticket holder and began making substantial financial donations to the institution. The institution soon identified the booster as a "major gifts donor."⁷ From 2002 through 2008, his donations and pledges totaled approximately \$500,000.⁸ The booster's financial involvement with the institution continued over a seven-year period. It included donations to the institution's capital campaign or directed to areas within the athletics department, including a weight room and coaches' office fund, the equipment field house, the men's basketball program and a student-athlete scholarship fund. He directed his first donation in 2001 to the student-athlete scholarship fund, known at the time as the "Living Scholars."

The athletics development staff managed and administered the fundraising effort for the Living Scholars fund. The fund supported all men's and women's sport programs, with football student-athletes receiving a majority of the scholarships. In return for a donation to the program, a donor received season tickets and tickets to an annual banquet. In addition, the athletics development staff asked the Living Scholars donor to select a sport program with which she or he wanted to be affiliated. The athletics development staff identified the student-athlete within the program who would receive the scholarship created by that donor's donation.⁹ In addition, each donor was symbolically matched or paired with a student-athlete to represent the donor as the source of that student-athlete's scholarship. Donors participating in the Living Scholars fund were recognized in the football game day program with photographs of the donor and the student-athlete.

In this case, the booster received season tickets in return for his donations and having selected the football program. Thus, the booster and his donations were "matched" with student-athletes over the course of seven years. Living Scholar donors and the student-athletes with whom they were matched attended the institution's annual sports banquet. It was there that the booster first developed personal relationships with members of the football team.

The booster's personal relationships with football student-athletes

⁷ At the institution, "major" gift donors were those who contributed or made commitments of \$100,000 or more.

⁸ The booster's donations included initial payments on a \$250,000 pledge in 2003 that resulted in the institution naming a student-athlete lounge after him, a \$50,000 donation to the men's basketball program for office renovations in 2008, football stadium suite fees in 2008 and 2009 and men's basketball season tickets from 2002-06 and again in 2008.

⁹ As described by a former student-athlete, the Living Scholar donors were introduced to the student-athletes because the donors provided the funds for the scholarships. The student-athlete went on to state that it was understood that the student-athletes would "rub elbows" with the Living Scholar donors because they were presumed to be wealthy.

After becoming a donor, the booster developed personal relationships with one or two football student-athletes. Over the next several years, those student-athletes introduced him to additional football student-athletes. The booster and a close friend (who also was a former business partner) ("friend/former business partner") and several then current and former student-athletes reported that between 2002-10 the booster entertained student-athletes on multiple occasions at his home and around Miami. In 2008, one student-athlete also arranged for the booster to host a prospect and his high school coach at the booster's home.

The friend/former business partner reported that the booster was "very, very close" with many of the student-athletes and that "they used to come to the house all of the time." One student-athlete described meeting the booster when he first arrived at the institution. Older student-athletes had invited that student-athlete to accompany them to the booster's home, and he was introduced to the booster there. Although this particular student-athlete was not one of the booster's designated Living Scholar recipients, the two developed a personal relationship over the years. The booster talked with this student-athlete almost every day, and the student-athlete credited the booster with encouraging him and giving advice.

Other student-athletes similarly described meeting the booster through older student-athletes during their freshman year at the institution. At least one student-athlete reported being in the booster's home several times and recalled seeing a group of student-athletes also present in the home. Another student-athlete recounted that former assistant football coach D provided him with the booster's telephone number and that he thereafter developed a relationship with the booster. When visiting the booster's home, the student-athlete received beverages and meals. In addition, the friend/former business partner often prepared food for student-athletes, including some of the booster's Living Scholars recipients, at the booster's home. On other occasions, food for the student-athletes was delivered to the booster's home. The booster also invited the student-athletes to play pool and to swim in his pool. In approximately 2002 or 2003 through June 2005, one student-athlete made multiple visits to the booster's home. During the fall of 2004, the student-athlete was not happy at the institution because he was having difficulty communicating with his roommate and was contemplating transferring from the institution. When he learned of this, the booster arranged for the student-athlete to stay in his home for four to six weeks, while the institution reassigned the student-athlete and his roommate.

From 2002 through 2007, the booster also entertained student-athletes on his yacht. While on the yacht, the student-athletes had access to food, drinks and jet skis. On several occasions, the booster conducted fishing competitions from the yacht and provided fishing equipment and cash prizes to the student-athletes.

During the seven-year period from 2002-09, the booster also entertained then current student-athletes and prospects at Miami restaurants and a bowling alley. The booster's

invitations to area restaurants, ranged from small to large groups of student-athletes, prospects and their friends or family members. On at least two occasions during the relevant time period, he invited small groups of two to four student-athletes to a local restaurant and paid for their meals.¹⁰ On yet another occasion, he treated a student-athlete and the student-athlete's girlfriend to dinner at an upscale steakhouse.

The booster sometimes hosted larger groups of student-athletes at a bowling alley.¹¹ At times during 2008 and 2009, prospects were included in the groups hosted at the bowling alley, having been invited and transported by then student-athletes or the booster. The booster paid for beverages, meals and bowling fees.

The booster also hosted 10 to 12 student-athletes at a South Beach restaurant in 2005. A former student-athlete who provided information regarding this dinner was able to specifically name three of the other student-athletes who attended the dinner

The activities of the booster over this period of time clearly demonstrate a pattern of providing benefits to student-athletes. Since first given access to the football program, the booster established close relationships with student-athletes and took no apparent steps to understand the NCAA rules or conform his conduct to them.

The Institution's policy on occasional meals

The institution reported that during the relevant time period it had policies in place for "occasional meals."¹² These policies required, among other things, that any person who wished to provide an occasional meal would submit a request form to the athletics compliance office. The person providing the meal and the student-athletes invited to attend had to sign the request form. The athletics compliance office reviewed the form to verify that a student-athlete was not receiving more than an "occasional meal."

The development and compliance staff members confirmed that requests to provide a student-athlete with an occasional meal were infrequent. There was nothing in the record to indicate that the booster had made a request or had been approved to host an

¹⁰ During separate interviews, the booster and his friend/former business partner confirmed the details of the dinners at the local restaurant and the identity of some of the student-athletes in attendance. The booster also produced photographs taken at the local restaurant, identifying the student-athletes and one student-athlete's girlfriend at that time.

¹¹ The bowling alley located in Miami Beach became a popular meeting place for the booster and student-athletes. The booster's friend/former business partner reported that the booster frequently met with "one of the players" or met with the institution's coaches at the bowling alley.

¹² Under NCAA bylaws, an occasional meal is defined as one that is provided infrequently or on special occasions. The bylaw states additional limitations when an occasional meal is provided by a staff member or, as in this case, a representative of the institution's athletics interests. *See* NCAA Bylaw 16.11.1.5.

occasional meal for any of the student-athletes at his home during the relevant time period.

Other Entertainment: Nightclubs, strip clubs and bowling alleys

The booster also entertained student-athletes by paying for their beverages, admissions, and on occasion, access to private rooms at Miami-area nightclubs and strip clubs. These activities occurred regularly from 2002 through 2009.

The booster employed bodyguards or security guards who helped him provide access to large groups of student-athletes when he entertained them at Miami restaurants, nightclubs and strip clubs. At times, he covered the cost of bottle service and access to the VIP area of the clubs for the student-athletes.

In addition to entertaining student-athletes at his home, on his yacht, in restaurants, nightclubs, strip clubs and a bowling alley, the booster gave several student-athletes gifts of cash, clothing and other goods (including a television). In some instances, the student-athletes asked the booster for the gifts and favors. In other instances, the gifts came from the booster, presumably with no request from the student-athletes.

The booster's ties to a professional sports agency and gifts to influence student-athletes

At some time during 2003, the booster became an investor in a sports agency headquartered in Jacksonville, Florida. He was an investor in the firm until 2007. The booster was not a licensed agent but was involved in identifying and recruiting potential clients. He met with student-athletes as potential clients and sometimes included his partner, a registered sports agent, in those meetings. He provided cash signing bonuses to student-athletes who agreed to be represented by the sports agency. In fact, the booster admitted that, once he became an investor in the firm, his intentions in providing gifts and favors to student-athletes were to create incentives for them to become clients of the firm. One such gift was a cash payment of \$50,000 in February 2003 to a then student-athlete. The then student-athlete in fact signed with the sports agency.

In addition to the student-athletes, the booster also provided significant gifts to a girlfriend, wife and another member of a student-athlete's family. Other examples of the booster's actions are:

- In December 2002, the booster and the friend/former business partner purchased airline tickets for a student-athlete's girlfriend so that she could travel to New York for the Heisman Trophy ceremonies.
- On separate occasions between fall 2007 and spring 2009, the booster was particularly close with a student-athlete. The two frequently dined at an upscale restaurant and at least twice visited a local nightclub or strip clubs. One night out

to the strip club included another student-athlete. On each occasion, the booster provided or arranged for transportation via taxi or through his bodyguards and paid expenses associated with meals or club admissions.

- The booster gave this student-athlete \$150 in cash to purchase a dress for the student-athlete's girlfriend so that they could all enjoy an evening together at a nightclub.¹³ The booster also developed a relationship with this student-athlete's mother. According to the booster, the mother had concerns about her son during the academic year. The booster called the student-athlete's mother approximately once a month to confirm the student-athlete's well-being. On another occasion, the booster took the mother and her son to lunch to celebrate her birthday.
- The booster was so involved in the lives of some of the student-athletes that he purchased baby clothes, toys and other similar items for their families. More specifically, the booster reported spending approximately \$600 for Christmas gifts for the son of a student-athlete in 2007 or 2008. The booster's friend/former business partner reported spending approximately \$3,000 on one student-athlete and his family over the course of a year. This student-athlete and his family also received a washer and dryer (valued at \$400) from the booster's mother.

The booster's desire to support and become connected to the institution's football program also was evident in the gifts and favors that he provided to prospects and their families or associates.

- In the spring of 2008, the booster learned that the family and friends of a then student-athlete intended to visit the Miami area. The booster paid for hotel lodging and meals for the student-athlete's parents and younger sibling (who was himself a prospect at the time) and hotel lodging for the family's associate and his spouse.

In October 2008, the booster provided other improper benefits to another prospect and his father. Specifically:

- The prospect and his family attended a Miami football game during an unofficial visit. When it began to rain during the game, the booster contacted the prospect's father and invited the group to watch the remainder of the game from the booster's stadium suite. The booster provided the access, and no one from the institution sought tickets or passes from the group.

The committee notes that the institution reported in its response that the compliance officers would "monitor the sidelines, stands, suite areas, and bus-loading zones at home

¹³ The student-athlete reported that he received the cash. However, he and his girlfriend decided not to buy the dress. Instead, the student-athlete kept the money, and they did not meet the booster at the club.

and away football games," and yet the booster was able to provide access to his suite in October 2008.

The booster's relationships with athletics department staff: assistant football coaches and an equipment manager

The booster's personal relationship with the institution's football program was not limited to the student-athletes. At times, the booster enlisted the services of then equipment manager ("former equipment manager"). The former equipment manager was enrolled at the institution from 2001-05. During these years, he worked as a student equipment manager, first as a volunteer and then as a part-time employee. The institution also acknowledged in its response to the notice of allegations that the former equipment manager was also a representative of its athletics interests during this time as a result of volunteering for a local civic organization. During the 2007 calendar year, the booster and the former equipment manager entered into a business relationship, whereby the former equipment manager worked for the booster, individually, or for the sports agency in which the booster had invested.

The booster often was present when he entertained student-athletes and prospects. On other occasions, however, he gave the former equipment manager cash and directed him to transport the prospects and student-athletes to area restaurants, bowling alleys and nightclubs, as well as to cover the costs of their admissions, beverages and entertainment.

On one occasion during the 2007-08 academic year, the booster directed the former equipment manager to transport student-athletes to a local restaurant and to a local strip club. On another occasion in 2008 or 2009, during certain prospects' unofficial visit to the Miami campus, the former equipment manager transported the prospects to a local strip club on one evening and to the bowling alley on another. Again, the booster directed the two nights' entertainment and gave the former equipment manager cash to cover the cost of admission, entertainment and beverages at the strip club. Finally, on yet another occasion, the booster directed the former equipment manager to drive a student-athlete to local car dealerships so that the student-athlete could shop for a new vehicle.

Additional conduct of the former equipment manager

On certain occasions between 2004 and 2011, the former equipment manager used his affiliation with the institution to act on his own or at the booster's direction. For example, in November 2008, the former equipment manager used his stadium pass on a game day to give a prospect access to the booster's suite during an unofficial visit. On another occasion, the former equipment manager was in possession of institutional gear that he distributed to two prospects. Institutional gear included t-shirts, shorts, sweatshirts, cleats and a helmet visor. On two separate occasions between the winter of 2009 and summer 2010, the former equipment manager also treated two other prospects to bowling.

Finally, one prospect reported that the former equipment manager transported him from his home to the Miami campus during four unofficial visits. The prospect recalled several details concerning the former equipment manager and the visits, including the type of vehicles driven, that a meal was provided and that he interacted with members of the coaching staff during his visits.

The conduct of the assistant football coaches

Like the former equipment manager, several former assistant football coaches, also had a close relationship with the booster. Some of the former assistant football coaches sought the booster's assistance in recruiting for the program. Two former assistant football coaches sought the booster out to provide personal cash loans.

Former assistant football coach A joined the football staff in the summer of 2006, as a volunteer recruiting coordinator after being contacted by football staff members. Having met the booster through a mutual friend, former assistant football coach A spoke with the booster about the employment opportunity. While former assistant football coach A stated that he always intended to accept the volunteer opportunity, the booster stated that former assistant football coach A accepted the volunteer opportunity because the booster promised to provide him with a monthly allowance, access to a credit card and a place to stay. During the time that he was on staff with the institution, former assistant football coach A lived with the mutual friend. He did not take the booster's offer for lodging. Former assistant football coach A did, however, accept cash on two occasions and the booster's subsequent additional offer to pay for meals during this time. The cash payments amounted to \$1,700. The booster provided approximately 25 meals over a seven-month period.¹⁴

Former assistant football coach A knew that the booster was a representative of the institution's athletics interests. However, former assistant football coach A stated that he was not aware that his acceptance of cash and meals from the booster was contrary to NCAA bylaws. He also stated that he was not aware that contact between a representative of the institution's athletics interests and a prospect violated NCAA bylaws. He witnessed such contact occurring on the sidelines during an official visit. In neither instance did he report or bring the matters to the attention of the athletics compliance office.

Prior to joining the staff, former assistant football coach B was a football student-athlete at the institution from 1997 to 2001. His first introduction to the booster was shortly after he accepted a full-time coaching position at the institution in 2006. According to

¹⁴ The booster and former assistant football coach A both confirmed that the booster ultimately did not supply the former assistant football coach A with the credit card.

the booster and former assistant football coach B, they happened to be dining in the same restaurant one evening when the booster surprised him by paying for his and his date's dinner. At that point, former assistant football coach B and the booster exchanged contact information and began communicating with each other via email, text message and later through social interactions.

The booster's and former assistant football coach B's social interactions included dining together or with a small group of the booster's friends. Former assistant football coach B also visited the booster at his home. Soon after getting married in June 2009, he contacted the booster and asked him for a \$2,500 loan to assist with his financial obligations. The booster provided the loan in cash and did not charge interest. Former assistant football coach B did not report the interest free loan as outside income as required by NCAA bylaws. He later repaid the booster the principal.

The booster's relationships with the assistant football coaches, particularly former assistant football coaches A, B, C and D as well as one other assistant football coach, allowed the booster an opportunity to gain access and become more involved with prospects.¹⁵ For example, during the summer of 2007, former assistant football coach D arranged for a prospect, his family and three student-athletes to visit and be entertained at the booster's home. Former assistant football coach D also provided food and beverages. During the visit, the booster took the opportunity to talk with the prospect and his family about the institution and its football program. Former assistant football coach D and the other assistant football coach knew of the booster's involvement with prospects and failed to report or bring those matters to the attention of the athletics compliance office.

Highly recruited football prospects from south Florida

Over the course of the two to three-year relationship between the booster and former assistant football coach B, the two often talked about "what was going on within the football program" or the prospects the program was recruiting. In 2008, former assistant football coach B specifically discussed with the booster the program's interests in three highly recruited prospects from south Florida. Because the prospects lived within a four-hour drive to the institution's campus and were interested in the possibility of enrolling there, they made several unofficial visits during the spring, summer and fall terms of 2008. Former assistant football coaches B and C (the latter having joined the coaching staff in 2008) were recruiting these prospects.

During one or more of these unofficial visits, former assistant football coach B arranged for the booster to entertain the prospects. Former assistant football coach B knew that the booster was a passionate supporter of the football program. On one occasion, former assistant football coach B requested that the booster pay for the meals of several

¹⁵ The booster also had relationships with two other assistant football coaches who were not considered "at risk" for these violations.

prospects, along with a larger group of then enrolled student-athletes, at an Italian restaurant in Miami. The same day, former assistant football coach B invited prospects and then current student-athletes to the booster's home. While at the booster's home, the prospects enjoyed food and games with other student-athletes. During a tour of the home, they also saw the booster's displays of the institution's sports memorabilia.

Former assistant football coach B was the football program's primary contact for the gathering at the booster's home. Former assistant football coach C did not have a separate, independent relationship with the booster. Like the prospects, former assistant football coach C met him for the first time on this occasion. Former assistant football coach C had seen the group of student-athletes at the Italian restaurant. He later joined former assistant football coach B in providing transportation to the booster's home for one or more of the prospects or then enrolled student-athletes. According to one prospect, upon arriving at the home, both coaches introduced the booster as a "friend of the University of Miami."

During a December 2011 interview, and again during the June 2013 hearing, former assistant football coach C admitted that he knew that entertaining prospects and current student-athletes at the restaurant and at the booster's home violated NCAA bylaws. He also described being upset and disappointed with former assistant football coach B for what he portrayed as "the situation." Nevertheless, former assistant football coach C did not report the incident to anyone else in the athletics department.

Former assistant football coach C acknowledged that the institution's "in-house policy" directed that the coaching staff report violations or potential violations to the recruiting coordinator. At the time, former assistant football coach B was the recruiting coordinator. Former assistant football coach C stated that he talked with former assistant football coach B about the need to report the potential violation. Former assistant football coach B responded that it was simply "incidental contact," and he did not report this contact between the booster and the student-athletes to the athletics compliance office. Former assistant football coach C never followed up to see if the incidents had been reported. At his interview, and again at the hearing, former assistant football coach C acknowledged that not following up was a mistake.

The prospects looked forward to the opportunities to visit the institution, and they understood that the coaches likewise wanted them to visit. In fact, one prospect reported that they were encouraged to call former assistant football coach B on his "batman phone" when planning visits.¹⁶

¹⁶ According to the prospect, the "bat phone" or the "batman phone" was former assistant football coach B's terminology for a second, unregistered cell phone. It was the prospect's understanding that former assistant football coach B used his bat phone during a "quiet time."

During one of the many unofficial visits that took place in 2008, the three highly recruited prospects were invited to join a group of student-athletes at the bowling alley. The former equipment manager, working on behalf of the booster, transported the prospects to the bowling alley.

In addition to recounting the entertainment provided by the booster and/or by the former equipment manager at the booster's direction, two of the three prospects reported that both former assistant football coaches B and C provided meals and lodging during one or more of their unofficial visits to the campus. One prospect described an unofficial visit as lasting two to three days, while another prospect believed a visit lasted approximately one week. Both agreed that the visit(s) lasted longer than one overnight.

At the outset of one unofficial visit, the three prospects wanted to visit but needed transportation. The father of one of the prospects had driven the young men to the institution's campus a few times before; however, this time he was not able to drive the entire distance. Thus, his son arranged for the three prospects to be picked up from, and later returned to, a gas station at an agreed-upon halfway point.

The father of the prospect drove the three prospects to the meeting point. The person meeting them drove a "black truck" but did not get out of the vehicle. While the father was not certain if the person driving the black truck was former assistant football coach B or C, during separate interviews, two of the prospects said that former assistant football coach C was driving the black truck. In fact, one of those two prospects identified the "black truck" that former assistant football coach C was driving as the black vehicle belonging to former assistant football coach B.

At the hearing, former assistant football coach B stated that he knew the prospects intended to visit during a weekend and that he learned from former assistant football coach C about a plan to meet them at a halfway point. Former assistant football coach B confirmed that he owned a black Escalade at the time. Although former assistant football coach B stated that the transportation request was "denied," he did admit that he often left the keys to the truck on his desk for anyone in the department to use:

Committee Member: Just to follow up. [Former assistant football coach B], did you ever loan your vehicle to [former assistant football coach C]?

Former assistant football coach B: My vehicle would be made available to anyone that worked in our office. When I say that, when I would come into work that day, and I was the recruiting coordinator, I would open my office, and my keys would either be [in a] drawer, or I leave them on the desk. The reason I say that, that vehicle was readily available is we did have a couple of men that came on campus, sometimes it was scheduled and sometimes it would be kids that lived in south Florida that could come on campus.

The committee finds that, as per the arrangement, former assistant football coach C picked up the three prospects and transported them from the drop-off point to the institution's campus. Further, former assistant football coach C borrowed former assistant football coach B's black vehicle, with former assistant football coach B's permission, to make that drive.

In addition to their transportation, the prospects needed lodging during their unofficial visits. Although one of the prospects had family in the Miami area, they were unable to make contact with those family members. Thus, a then student-athlete called former assistant football coach B and told him that the prospects had no place to stay and that he (the then student-athlete) would not be able to house the prospects. Former assistant football coach B acknowledged knowing that lodging provided by current student-athletes or by coaches was a violation. But, because he was concerned that the prospects were a "three and half hour [drive] from home," he permitted the prospects to stay in his home that Friday and provided them breakfast on Saturday. Former assistant football coach B never reported to the athletics compliance office what happened that weekend or that he provided lodging and meals to the prospects.

In light of the former assistant coaches' roles in recruiting the prospects, the committee explored the football staff's recruiting duties and responsibilities. Former assistant football coach B described his duties as a "recruiting coordinator" and as recommending to the head football coach the areas of the state of Florida and the country where other assistant football coaches would recruit. He specifically set up schedules and "travel plans" for assistant football coaches and the head football coach. Former assistant football coach C was responsible for identifying and recruiting prospects in south Florida.

With respect to official visits or visits where the prospect was traveling "from out of town," former assistant football coach B would "follow through and make sure that a prospect's visit to campus was organized in terms of where he was going to go and what times he was going to be on the campus." Former assistant football coach B described the "vast majority of unofficial visits" as "random," noting that they often were organized quickly and that he did not always have advance notice. Unofficial visits occurred frequently and were not always documented.

The former assistant football coaches described some confusion or inconsistency in the institution's practice of documenting unofficial visits. According to former assistant football coach B, visits were not logged if the prospects were on campus for "their own entertainment," even if the coaches knew that they were on campus and that enrolled student-athletes were entertaining them. Both former assistant football coaches B and C identified different persons as being responsible for documenting the institution's unofficial visit log. Former assistant football coach B identified a former director of

football operations as having that responsibility, while former assistant football coach C identified the assistant to the director of football operations.

Part B

Major Infractions Involving Men's Basketball Program

Student-Athletes, Prospective Student-Athletes, and Coaches

The booster also had close ties and relationships with the men's basketball program. Although the booster primarily was a donor and supporter of the institution's football program, he was also a long-time men's basketball season ticket-holder with courtside seats. The booster reported that when he became disappointed with the performance of the football team at the conclusion of the 2007 season, the former associate athletics director/development steered him in the direction of the men's basketball program.¹⁷ Although the former associate athletics director/development denied anything but an informal introduction at a fundraising event, the former head men's basketball coach confirmed the booster's version of events during a September 5, 2012, interview:

Former head men's basketball coach: I met [the booster] through our Development office. Okay? [The former associate athletics director/development]. [The booster] is someone that you know. I've seen for a period of time because he ran out of the football tunnel with our football team. His name was on the building in the Hecht Center giving donations to the football program. [The former associate athletics director/development] approached me about [the booster]. And for whatever reason [the booster] was, you know, he was donor or giver to the program but he was having issues with football. And, and she said to me, you know, he would be willing, "I think he'd be willing to help your program with a gift" and encouraged me to develop a relationship with him.

Former head men's basketball coach: Yea. And the first meeting I had with [the booster] he said to me..., "I don't care what you hear about me, I'm going to try to coach your team."

¹⁷ The former associate athletics director/development was not just a development officer but was part of the institution's athletics staff. The former associate athletics director/development started in that role in 2006. The former associate athletics director/development's office was physically located within the athletics department. Currently, and at the time in question, the position reported to the director of athletics. The position focused primarily on fundraising and oversaw a team of five to seven development officers who raised money for the institution's Hurricane Club, student-athlete scholarship fund, major gifts and facility projects. Upon starting the position, the former associate athletics director/development noted that the athletics department had "budgetary issues." Athletics fundraising activities were not profitable, and many donors were not meeting their financial commitments.

A second representative of the institution's athletics interests ("second booster") was known to be a supporter of the men's basketball program. The second booster, who rented the stadium suite adjacent to the booster's suite during the football season, also encouraged the booster's involvement in the men's basketball program. He also had a close friendship with former assistant men's basketball coach A dating back to the time the two were students at the institution. The committee notes that the former head men's basketball coach knew that former assistant men's basketball coach A had a personal relationship with the second booster. The former head men's basketball coach acknowledged that on occasion he had spoken with the second booster "because he was a fan" and that they "might" have discussed recruited prospects. When asked whether the former head men's basketball coach knew if the second booster had relationships with any men's basketball student-athletes, the former head men's basketball coach stated, "He was, he was always there. Preseason banquets. Postseason stuff. Practice. Open practices. I mean [the second booster] would know our team."

The timing of the introductions, and of the relationship between the booster and members of the institution's men's basketball program, is important because it shows when the booster began to have influence on the program. When interviewed, the former head men's basketball coach cited a September 2008 fundraiser as the inception of the men's basketball program's relationship with the booster.¹⁸ Thus, he initially indicated surprise when told by the enforcement staff that (a) his assistant coaches (former assistant men's basketball coaches A and B knew the booster a year prior to the September 2008 event and (b) phone records showed that former assistant men's basketball coach A and the booster had communicated as early as October 2007. When presented with this information, the former head men's basketball coach stated that he "should have known about that."

Former head men's basketball coach: Well, anybody that was involved with our program in that manner, I mean as a booster, I would think I would know about a guy that they were visiting that's going to be a part of our, that they thought would be a supporter of our program. I would be shocked that I wouldn't know about that.

However, at the conclusion of one interview, the former head men's basketball coach recalled an incident that indicated that he also knew the booster before the September 2008 fundraiser. Specifically, in July 2007, the former head men's basketball coach

¹⁸ The fundraiser was held at the bowling alley and was one of the few fundraisers dedicated to the men's basketball program. The institution's president, the then director of athletics ("the then director of athletics"), men's basketball coaches, men's basketball student-athletes, and a few football student-athletes attended the event. At the event, the booster delivered a check in the amount of \$50,000 to the institution's president.

knew him well enough to ask him to recommend an attorney for a legal matter involving a men's basketball student-athlete.¹⁹

The former head men's basketball coach recalled having "three to four luncheons or dinners with the booster" and on one occasion, the police chief was present. The booster described initial meetings at restaurants with members of the men's basketball program, particularly with the former head men's basketball coach and former assistant men's basketball coach A. During those meetings, the booster stated that the coaches discussed the recruiting environment and described in particular the difficulties the men's basketball program had recruiting the most talented national prospects.²⁰

Former assistant men's basketball coach A provided additional information at the hearing regarding the timing of the men's basketball program's relationship with the booster, as well as the initial purpose of the relationship.

Former assistant men's basketball coach A: I have got to make a quick correction. You said we just met [the booster] a month ago when this happened. We have known [the booster] before this and our basketball program has known him before this. I think we get confused on the actual date of the [bowling alley] event, and he gave the donation. That was a month before, but we had a relationship before then, not just all of a sudden.

Committee Member: Tell me when your relationship first began, the circumstances of the beginning and what the motivations were for it.

Former assistant men's basketball coach A: At this point, I got hired in 2007. [The booster] was brought to my attention soon as I got hired. [Former associate athletics director/development], I think is her name, the lady from fundraising, she kind of introduced us to him. My motivation was obviously he was a guy donating money and he was going to help us with the locker room. He was a guy we thought could help in that process. (Emphasis added.)

¹⁹ The former head men's basketball coach specifically said that as of that time he knew that the booster "knew people in South Beach."

²⁰ The former head men's basketball coach shared his perspective of the basketball recruiting environment during a September 5 interview with the enforcement staff:

Former head men's basketball coach: Did we win enough games for the Miami supporters? You read the papers, I don't think they felt that great about what we did there. I didn't recruit, I didn't get the five-star guys. And let's, like I said, let's don't be naïve about the level. Our business is corrupt and how we got to deal with these guys at the high level kid.

The former head men's basketball coach and former assistant men's basketball coaches A and B, believed early on that the booster was a wealthy, well-connected and strong supporter of the institution. Former assistant men's basketball coach A and the former head men's basketball coach attended a music concert and later visited a strip club with the booster, in an effort to "create donor relationships." As those relationships evolved, former assistant men's basketball coach A shared personal matters with the booster. For example, in September 2008, he told the booster that he and his wife were adopting a child and described the expenses associated with that process. Without being asked, the booster gave former assistant men's basketball coach A \$6,000 cash. Because the booster did not refer to the money as a "loan," former assistant men's basketball coach A did not intend to repay the booster the \$6,000. However, as their relationship evolved, the booster began to experience financial difficulties. Former assistant men's basketball coach A would later decide to "loan" the booster money to "help him out" with funds for his "[legal] defense" because the booster was "really struggling." Likewise, former assistant men's basketball coach A understood that the booster felt that he (the booster) had contributed significantly to the men's basketball program and the men's basketball coaches and that "no one [was] kind of helping him out."

The booster's requests for financial assistance and threats to the men's basketball program

By the end of 2009, the booster's financial circumstances had worsened dramatically, and he began calling on friends and associates to loan him money. In or around November 2009, the booster requested that the former head men's basketball coach loan him a "large sum" or that the former head men's basketball coach return the \$50,000 donation, which the booster had made to the institution the previous year.²¹ The former head men's basketball coach denied the booster's request for a personal loan and suggested that the booster talk to the then director of athletics about the institution returning the donation.

²¹ The timing of the visit and request are relevant because the enforcement staff has brought against the former head men's basketball coach a charge of failure to promote an atmosphere for compliance pursuant to (then) NCAA Bylaw 11.1.2.1. Issues critical to that allegation are when the former head men's basketball coach knew that the booster sought money from him or the program, whether the former head men's basketball coach had a duty to report the incident, and, if so, whether he properly carried out that duty. During his October 2011 interview, the former head men's basketball coach reported that the "one time the booster came to his office" was for the purpose of requesting a personal loan from the former head men's basketball coach or a return of the \$50,000 donation. Because the booster's incarceration started as early as April 2010, he would have made that one and only visit to the former head men's basketball coach's office before then. The former head men's basketball coach claimed that he reported the booster's request for the return of the donation to the then director of athletics in or around June 2010.

During his interview, the then director of athletics stated that the former head men's basketball coach did not mention the request from the booster to return the \$50,000 donation to him until February 2011, a time when both no longer were employed by the institution. The then director of athletics specifically remembered the conversation taking place on the same day that the men's basketball teams at their respective new institutions played. Because of the many inconsistencies, the former head men's basketball coach reported during his interviews with the enforcement staff and the institution, the committee does not find his version of events to be credible.

When interviewed, former assistant men's basketball coach A, describing the booster to be in a "real panic," stated that he loaned the booster \$7,000. He and the booster agreed that the booster eventually repaid the \$7,000 loan.

In April 2010, the booster was incarcerated. In June 2010, he called the former head men's basketball coach and again demanded money. When the former head men's basketball coach and former assistant men's basketball coach A refused to take his calls, the booster began leaving threatening messages. The booster reported that his threats were two-fold. He threatened to tell the then director of athletics that he had entertained the coaches at a strip club and that he once provided the coaches with \$10,000 to facilitate the recruitment of a prospect.

Former assistant men's basketball coach A's story provided during his interview regarding the substance of the threats and his efforts to repay the booster is not credible. Likewise, the former head men's basketball coach told more than one account about the threats and what he did to end the threats. These accounts are inconsistent and not credible:

- Former assistant men's basketball coach A denied receiving money from the booster in connection with the recruitment of a student-athlete. He stated that the booster's threats concerned only the strip club.
- Former assistant men's basketball coach A admitted calling the booster's bodyguard to arrange a meeting with the booster's mother. He further admitted that he provided the booster's mother with an envelope of cash. He stated the amount in the envelope was \$5,000 (\$3,200 summer camp advance received from the former head men's basketball coach the same day and additional \$1,800 cash he had at home).
- When asked about the camp advance during his interview, former assistant men's basketball coach A said that he may have asked the former head men's basketball coach for money but could not recall and did not believe that he asked for any specific amount. He also stated that he believed the former head men's basketball coach gave him a camp advance because the former head men's basketball coach had given former assistant men's basketball coach B a camp advance. Former assistant men's basketball coach A said he was "not going to say no to money." The committee does not believe that the former head men's basketball coach did not know anything about the threats because he decided to give all three coaches advances at precisely the time that former assistant men's basketball coach A wanted to "pay the booster back."²²

²² The former head men's basketball coach acknowledged that he gave camp advances to former assistant men's basketball coaches A and B and a third then assistant men's basketball coach ("former assistant men's basketball coach C").

- The enforcement staff and the institution interviewed the former head men's basketball coach on October 6, 2011, September 5, 2012, and September 25, 2012. Each time the former head men's basketball coach gave a different explanation as to why he wrote the camp advance checks.
- During the October 6, 2011, interview, the former head men's basketball coach said that in or around May or June 2010, the three former assistant men's basketball coaches had personal obligations and were "financially struggling."
- During his September 5, 2012, interview, the former head men's basketball coach spoke briefly about his staff's financial problems in the summer of 2010. He thought he recalled one or two former assistant coaches, including former assistant men's basketball coach A, asking him for financial assistance. He stated that, in response, he wrote camp advance checks to all three former assistant coaches on June 10, 2010.
- However, as the September 5 interview continued, the former head men's basketball coach's story began to change. He stated that the reason he wrote the camp advance checks was that former assistant men's basketball coach A asked for help repaying the booster, and he then also wrote checks for the other two coaches.
- The former head men's basketball coach stated that, at the time he wrote the camp advance checks, he knew that the booster threatened to talk about the evening they visited the strip club. He also knew that the booster claimed to have "helped secure [a prospect's] commitment."
- The former head men's basketball coach described being embarrassed by the night at the strip club because he was married, and in Miami, that would have been a "bad deal." He said that he discounted the booster's claim of having helped recruit a specific high-profile prospect because he was certain that the booster did not know the prospect or his family.

At one point during the September 5, 2012, interview, the enforcement staff asked the former head men's basketball coach to clarify his recollection about what former assistant men's basketball coach A told him in 2010. The former head men's basketball coach stated that former assistant men's basketball coach A "mentioned" the threats:

Enforcement representative: When [former assistant men's basketball coach A] was relaying to you in 2010 about the threats that [the booster] was making –

Former head men's basketball coach: That's correct.

Enforcement representative: --specifically involved with the night out that, that you guys had with him, did [former assistant men's basketball coach A] say anything about, about [the booster] making threats about telling anyone that you guys were paying for players?

Former head men's basketball coach: Oh, yea. I meant, I said that. I said he mentioned that.

Enforcement representative: Okay. So that was part. It wasn't just about the night out that you guys had?

Former head men's basketball coach: No. But the purpose of me wanting to make sure was that, you know, paying him back.

Enforcement representative: But [the booster] was making threats about other. Because I think [enforcement staff member] asked you was he making threats about anything else other than that night?

Former head men's basketball coach: I thought I pretty well ... I thought I answered that. You know, I'm pretty sure I said that I knew of that.

Enforcement representative: Okay. All right. I might not be clear about that.

Representative from Institution B: He did say that. But I did have a follow-up to it and I'm glad you went back to it. And that was do you remember what the specific threat [former assistant men's basketball coach A] told you [the booster] –

Former head men's basketball coach: It was a general, it was a general statement that, you know, that "I helped you guys get, secure [the prospect's] commitment."

Representative from Institution B: Okay.

Enforcement representative: About that, what did you say to [former assistant men's basketball coach A] during that time period when he's telling you about the threats?

Former head men's basketball coach: Well, [former assistant men's basketball coach A], when [former assistant men's basketball coach A] is telling me, he's saying, "This guy's, you know, he's lost his, he's off his

rocker and he's just making all these allegations." I mean that, that was, that's how, that's how the conversation went.

Based principally on the statements made during the September 5, 2012, interview, the committee makes a factual conclusion that the former head men's basketball coach knew that former assistant men's basketball coach A "wanted to pay the booster back some money" and that the former head men's basketball coach agreed to help former assistant men's basketball coach A with that payment.

The booster in two separate interviews stated that he provided \$10,000 cash to former assistant men's basketball coach A in order to secure the commitment of a specific high-profile prospect. He indicated the request was initially made by the second booster on behalf of former assistant men's basketball coach A.

Additionally, the former head men's basketball coach and former assistant men's basketball coach A agreed and did pay the booster \$10,000, not \$5,000. The facts surrounding the timing of the camp advance checks are more than a coincidence. First, the former head men's basketball coach went beyond his normal practice: He wrote a camp advance check for each coach in the amount of \$3,200 and paid a camp advance to his coaches before camp started. Each former assistant coach cashed his check on the same day and at the same bank branch. Taken together, the camp advance checks totaled \$9,600. The information supports a factual conclusion that former assistant men's basketball coach A collected \$3,200 from each of the other two coaches once they cashed their camp advance checks. Former assistant men's basketball coach A then added cash that he had at home for the full payment to the booster. The former head men's basketball coach did not write the camp advance checks to all three assistant coaches for the sake of parity. The committee makes a factual conclusion that the former head men's basketball coach and former assistant men's basketball coach A worked together to ensure that the booster received a large cash payment and that this payment would end the booster's threats.²³

The booster's version of the story is also corroborated by the phone records of the former head men's basketball coach and former assistant men's basketball coach A. On the same day the former head men's basketball coach wrote the advance checks and former assistant men's basketball coach A delivered the cash to the booster's mother, there were multiple calls from former assistant men's basketball coach A to a high-profile prospect and the former head men's basketball coach. Similarly, on the same day and at approximately the same time the cash was delivered to the booster's mother, there were calls from the former head men's basketball coach, the high-profile prospect and from former assistant men's basketball coach A. The calls took place before and after former

²³ The committee recognizes that the enforcement staff did not bring additional allegations. The absence of the allegations however, did not limit the committee's authority to make factual findings. See NCAA Bylaw 19.4.3 (2011-12).

assistant men's basketball coach A delivered the cash. Given the amount of communication that took place around the time the cash was delivered, the committee reaches a factual conclusion that the former head men's basketball coach did know that former assistant men's basketball coach A intended to and did deliver a significant amount of cash to the booster's mother on the day the delivery took place, June 10, 2010.²⁴

On September 25, 2012, the enforcement staff interviewed the former head men's basketball coach a third time. The former head men's basketball coach requested the interview because he claimed that some of the statements he made during the second interview were "inaccurate" and that he was "confused about the timing of what [he] knew when [he] knew it." During his third interview, the former head men's basketball coach's story about the events in 2010 changed significantly.

There is additional information to support a factual finding that former assistant men's basketball coaches B and C were active participants in the plan to pay the booster \$10,000 and cashed their respective checks, knowing that they would give the cash to former assistant men's basketball coach A. Neither coach disclosed his involvement nor his knowledge about the circumstances surrounding the camp advances during the investigation. Instead, they offered explanations that were not credible. Former assistant men's basketball coach C claimed that he needed the amount for his child's school tuition, which was not due nor paid by former assistant men's basketball coach C for another 47 days. Former assistant men's basketball coach B claimed that he needed precisely that sum, \$3,200, to have his home air conditioning unit repaired.

With respect to the loans between the booster and former assistant men's basketball coach A, and the money was alleged to be used to secure a prospect's commitment to the

²⁴ June 10, 2010, phone records (calls from/to):

9:07 a.m. – former assistant men's basketball coach A to bodyguard (Coral Gables)

12:39 p.m. – former assistant men's basketball coach to a student-athlete (who was a high-profile prospect) (Coral Gables)

1:06 p.m. – former assistant men's basketball coach A to former head men's basketball coach (Coral Gables)

1:14 p.m. – former assistant men's basketball coach A to the booster's bodyguard (Coral Gables)

3:00 p.m. - former assistant men's basketball coach A to the booster's bodyguard (Coral Gables)

3:32 p.m. – booster's bodyguard to former assistant men's basketball coach A (Pompano Beach)

3:33 p.m. – former assistant men's basketball coach A to student-athlete (who was a high-profile prospect) (Coral Gables)

3:46 p.m. – booster's bodyguard to former assistant men's basketball coach (Delray Beach)

4:16 p.m. – student-athlete (who was a high-profile prospect) to former head men's basketball coach (Coral Gables)

4:19 p.m. – former assistant men's basketball coach A to former head men's basketball coach (Delray Beach)

5:00 p.m. – former head men's basketball coach to student-athlete (who was a high-profile prospect) (Coral Gables)

5:16 p.m. – former head men's basketball coach to student-athlete (who was a high-profile prospect) (Coral Gables)

5:26 p.m. – former assistant men's basketball coach B to former assistant men's basketball coach A (Miami)

7:15 p.m. – student-athlete (who was a high-profile prospect) to former head men's basketball coach (Village of Florida)

institution, the former head men's basketball coach claimed that he did not know about those events in June 2010. Instead, the former head men's basketball coach claimed that he learned about those events the evening before the *Yahoo!* article was published on August 16, 2011. He further stated that former assistant men's basketball coach A never requested a specific amount of money to pay the booster and that he had no explanation why he said during the September 5 interview that former assistant men's basketball coach A had requested a specific dollar amount. Further, contrary to statements in his September 5 interview, the former head men's basketball coach stated that he did not know in June 2010 that former assistant men's basketball coach A provided or intended to provide any money to the booster. He again said that he learned about former assistant men's basketball coach A's payment to the booster the night before the article was published.

The former head men's basketball coach maintained that he was confused and "blown away" by the enforcement staff's theory of the case.²⁵ The only reason the former head men's basketball coach came forward and requested a third interview on September 25 was he realized earlier that, by telling the truth during the September 5 interview, he had implicated not only himself, but also former assistant men's basketball coach A, in a scheme to cover up NCAA violations. The committee finds the former head men's basketball coach's September 25 version of events and his explanation (or lack thereof) for the significant changes in his statements of facts not persuasive.

Assistant men's basketball coaches' recruitment of prospects with the booster's assistance

While prospects or then enrolled basketball student-athletes may not have known or formed relationships with the booster, as the former head men's basketball coach asserted, former assistant men's basketball coaches A and B, did look to the booster to entertain the high school coaches of one prospect and a nonscholastic coach of another prospect during the 2008-09 academic year. One prospect, a five-star recruit and highly ranked in his recruiting class, scheduled an official visit to the institution in October 2008. Two high school coaches joined him and his mother on that official visit.²⁶

On the last evening of their stay, former assistant men's basketball coaches A and B invited the high school coaches out for the evening in Miami. The coaches reported that they provided the transportation for the evening. Their first stop was the booster's house.

²⁵ During the September 25 interview, the enforcement staff clarified on the record a misstatement the staff attributed to former assistant men's basketball coach A during the September 5 interview. The enforcement staff had incorrectly stated that former assistant men's basketball coach A said that "[he] provided \$10,000 in cash back to the booster's mother" on June 10, 2010.

²⁶ Former assistant men's basketball coach B was the coach primarily responsible for the recruitment of the prospect. During the course of the investigation, the enforcement staff obtained emails and telephone records for former assistant men's basketball coach B from the institution. The enforcement staff reviewed the information and alleged that former assistant men's basketball coach B provided impermissible travel benefits to two prospects. See pages 30-31 (below) for explanation of former assistant men's basketball coach B's role in that allegation.

During their interviews and at the hearing, former assistant men's basketball coaches A and B stated that the visit to the booster's house was not planned. They had nothing to do and wanted the high school coaches to see his "beautiful home." Former assistant men's basketball coach A described the visit as a way to "kill time" and former assistant men's basketball coach B described it as an opportunity to make general introductions, "more just to say hi." Nonetheless, both former assistant men's basketball coaches A and B knew that the booster was a big supporter of the institution and that he would "pump, the program up."

With nothing planned for the evening, former assistant men's basketball coaches A and B counted on the booster's connections to Miami restaurants and nightclubs for entertainment that evening. According to former assistant men's basketball coach B, "if you wanted to go somewhere, you know, [the booster] had a lot of his hookups, if you want to go to a restaurant you could probably get better service if you use his name and that type of thing." Once the group of coaches left his home, they traveled to a nightclub. The group was seated in a VIP access area, and the booster and his friends arrived soon thereafter. Former assistant men's basketball coach B believed that the booster called ahead to the nightclub to provide the group of coaches with VIP access. He reported that he knew that the booster would be present at the nightclub. One high school coach believed that he and the other high school coach paid for their drinks that evening; however, the other high school coach believed he might have had a drink that was billed to the booster's tab. Likewise, former assistant men's basketball coach B knew that the booster had a tab running that night. He believed the high school coaches might have had a drink billed to that tab.

Former assistant men's basketball coaches A and B acknowledged during interviews and at the hearing that the events on that October evening took place. They further acknowledged that they participated by providing transportation for the high school coaches to the booster's home, the nightclub and then returning to the hotel. Former assistant men's basketball coaches A and B denied, however, that they intended the booster to discuss either the program, generally, or the recruitment of the prospect, specifically, with the high school coaches. Former assistant men's basketball coach A denied that such conversations even took place. He further contends that a violation of NCAA bylaws did not result because neither he nor former assistant men's basketball coach B paid for the high school coaches' drinks or provided entertainment. Given their relationship with the booster and their understanding of the booster's commitment to the institution, the committee makes a factual finding that conversations about the men's basketball program took place and that both former assistant men's basketball coaches A and B encouraged those conversations between the booster and the high school coaches.

The former head men's basketball coach was present during part but not all of the visit because he left to attend conference meetings. He confirmed that he was in contact with former assistant men's basketball coaches A and B during the visit so that he would know

what transpired. However, the former head men's basketball coach denied knowing that former assistant men's basketball coaches A and B took the high school coaches out for the evening. When asked at the hearing whether he advised the former assistant men's basketball coaches about activities with high school or nonscholastic coaches that were permitted or prohibited by the bylaws, the former head men's basketball coach responded "not to my knowledge." The committee notes that at the hearing and during his first two interviews, the former head men's basketball coach talked generally about knowing how to run a compliant program. According to him, "we did things the right way in terms of getting our guys compliance information."

By spring 2009, former assistant men's basketball coach A was recruiting a highly ranked prospect. Former assistant men's basketball coach A had previously worked a camp with the prospect's nonscholastic coach and they remained in contact. As the prospect's April 2009 official visit approached, former assistant men's basketball coach A contacted the nonscholastic coach and identified the booster as "a person around the program that he was a fan of basketball who had expressed an interest in meeting [the prospect]." Also, according to the nonscholastic coach, former assistant men's basketball coach A assured him that the prospect would not be involved but that former assistant men's basketball coach A indicated he would make introductions and "plug [the booster]" into the nonscholastic coach.

Thereafter, the booster called the nonscholastic coach. The nonscholastic coach recounted how the booster discussed the prospect's interest in the institution. The booster ended the conversation with an invitation to call him whenever the nonscholastic coach was in Miami:

We had a conversation. I told him who I was. He said I heard your kid's good but what, what are, you know, what was he thinking about Miami. I said, well, you know, it's definitely a possibility. We're down, I'm down there a lot so I'd love to have more reason to come down. The kid likes the school. I think they like him. And he's like, okay, well, you know, if you guys, if you come down, look me up, things of that nature. You know, we'll, we'll have a, I'll show you what Miami could really be like. And that was, you know, the extent of our conversation.

Former assistant men's basketball coach A introduced the booster to the nonscholastic coach for the purposes of securing a prospect's commitment to the institution. When interviewed, the nonscholastic coach acknowledged that the booster could have obtained his number from anyone in the grassroots basketball community but assumed that former assistant men's basketball coach A gave him his number.²⁷ At the hearing, former

²⁷ In his response to the notice of allegations, former assistant men's basketball coach A claimed that the enforcement staff misled him during his September 2012 interview when the staff informed him that the nonscholastic coach told the staff that former assistant men's basketball coach A had given the nonscholastic coach's telephone number to the booster. In its submissions prior to the hearing, the enforcement staff clarified that the

assistant men's basketball coach A explained that he "might" have first mentioned the booster to the nonscholastic coach as a person who could recommend a good restaurant or nightclub. The committee is not persuaded. The committee finds that former assistant men's basketball coach A intended to make connections between the booster and the prospect's nonscholastic coach in order to assist in securing the commitment of the prospect, which would benefit the institution's men's basketball program.

As provided above, former assistant men's basketball coach B's recruitment of a prospect started in fall 2008. The prospect enrolled and competed at the institution from 2009 through 2013. A review of former assistant men's basketball coach B's emails and phone records indicated that in August 2010, he redeemed his airline reward miles to secure air travel for the now student-athlete and the student-athlete's high school coach. The records also indicated that in January 2011, former assistant men's basketball coach B redeemed airline reward miles to secure air travel for the mother of another men's basketball student-athlete.

Former assistant men's basketball coach B admitted that he secured the January 2011 flight. During interviews with the enforcement staff, former assistant men's basketball coach B denied or stated that he did not recall securing the August 2010 flights. Initially during the hearing, however, he stated that he "had no recollection whatsoever" about securing the August 2010 flights; he could not explain how his reward miles had been accessed; nor could he explain how the flight itineraries were forwarded from his email account to the high school coach. After a hearing break, former assistant men's basketball coach B's legal counsel indicated that former assistant men's basketball coach B was willing to admit giving his reward miles number to the high school coach and provided additional information:

Legal counsel for former assistant men's basketball coach B: Thank you, Mr. Chairman. After discussion with my client, my client [former assistant men's basketball coach B], is prepared to supplement his information of this morning. [Former assistant men's basketball coach B] is prepared to acknowledge the fact that he gave his reward miles number to the high school coach. [The high school coach] used that number to book a flight, and that [former assistant men's basketball coach B] was aware of that. [Former assistant men's basketball coach B] also said that [the high school coach] did not reimburse him for [the high school coach's] flight amount. [Former assistant men's basketball coach B] also would admit that [the now student-athlete's] ticket was purchased with his miles through [the high school coach], and he was not repaid for that.

nonscholastic coach "assumed" that the booster obtained his number from former assistant men's basketball coach A. The enforcement staff maintained that there was "not an intentional act designed to mislead an interviewee into reporting information."

Committee Member: Can you give us some more background relative to why the change?

Legal counsel for former assistant men's basketball coach B: After discussion with counsel, [former assistant men's basketball coach B] was trying to protect people. I told him that he should not do that. We had discussed this other times before, but he came to the reality at this point he should not continue to protect those people, essentially [the now student-athlete] as well as the high school coach.

The committee acknowledges former assistant men's basketball coach B's admission during the later stages of the hearing. The committee must point out, however, that former assistant men's basketball coach B had considerable opportunity prior to that point to come forward with the truth. He did not provide complete or truthful information during interviews. He did not provide complete or truthful information in his response to the notice of allegations submitted to the committee. It was not until repeated inquiry at the hearing that former assistant men's basketball coach B decided to disclose his involvement in the violations and what he knew about the reward miles and travel arrangements.

Part C

Impermissible text and telephone communications

As was self-reported by the institution in the unprocessed summary disposition report and alleged in the case, from September 7, 2007, through January 7, 2010, members of the football coaching staff sent 120 text messages to 34 prospects in violation of NCAA recruiting communication bylaws.²⁸

The coaching staff members reported that they knew NCAA bylaws prohibited them from sending text messages to prospects effective August 1, 2007, except under certain circumstances, because the compliance staff had provided rules education. However, members of the coaching staff acknowledged that they sent text messages to prospects for the following reasons:

²⁸ Former assistant football coaches B and D made more than half of the impermissible text messages. Former assistant football coach B sent 41 impermissible text messages to 15 prospects. Former assistant football coach D sent 30 impermissible text messages to six prospects. The remainder of the football program's impermissible text messages, 49, were sent by the then head football coach, the director of football operations, and seven other assistant football coaches.

- Several coaches misunderstood that the National Letter of Intent (NLI) exception to the text-messaging ban and thought they could send text messages to prospects once they had signed their NLI, as opposed to the next day.
- Several coaches responded to incoming text message and did not realize that they were texting prospects.
- Several coaches expressed difficulty in distinguishing a cell phone icon for incoming emails and text message and thought that they were responding to an email, as opposed to a text message.

From October 19, 2007, through March 13, 2010, coaches in the sports of women's volleyball, men's and women's basketball, women's swimming and diving, women's soccer, men's and women's track and field, baseball and women's rowing sent 31 impermissible text messages to 13 prospects. Similar to the coaches in the football program, many of the coaches of other sport programs also believed that text messaging was permissible on the day a prospect signed a NLI.

Impermissible telephone communication

Among the recruiting calls members of the football coaching staff placed from May 28, 2007, through January 11, 2010, 24 were placed to 17 prospects. A majority of the impermissible calls resulted from the coaching staff members not recording that an attempted call resulted in no contact with the prospect or a member of the prospect's family on their telephone logs. The institution and enforcement staff discussed the necessity of counting these calls that sometimes lasted one or two minutes. The enforcement staff advised that the committee required that all calls, including those where no contact was made, should be documented in accordance with NCAA bylaws.

From September 20, 2007, through October 23, 2009, coaches in the sports of baseball, women's swimming and diving, men's and women's track and field, women's rowing and women's tennis made 36 impermissible telephone calls to 14 prospects.

During their interviews, the institution's coaching staff members stated that they understood NCAA restrictions concerning contact with prospects via telephone. The following are some general reasons that coaching staff members reported that the violations occurred:

- Several reported that they did not realize that another coaching staff member already had made the one call per week.
- The coaching staff member had forgotten that he or she previously had made the one call earlier that week.

Also, while many of the telephone call violations were discovered as a result of the audit, a few of the impermissible calls were self-reported by coaching staff members to the institution's compliance office.

Part D

Institution's Control, Responsibility and Rules Compliance

The committee explored other areas related to the conduct of the institution's student-athletes, coaching staff and other institutional staff members. The committee reviewed the submissions and listened to the parties, specifically the enforcement staff and the institution. Despite having what the institution characterized as an "extensive compliance system" and "tight restrictions" on the student-athlete scholarship program, the institution had numerous major violations in its athletics program. Notwithstanding a former compliance officer's position that she would "put [her compliance] education and documentation [program] up against anybody in the country," the documentation tracking occasional meals, unofficial visits, or the issuance of institutional gear was nearly non-existent.

First, the institution self-reported and therefore, does not dispute that from August 2007 through December 2008, 32 coaches and two staff members in 10 sports violated NCAA bylaws concerning text messages and telephone contacts to prospects. During the relevant time period, the institution's monitoring system required the coaching staff members to submit their monthly contact, evaluation and telephone logs to the compliance staff for review. The institution described a process whereby the compliance staff reviewed the logs and then placed them on a spreadsheet for "analysis." According to the institution, if as a result of the "analysis" the compliance staff had a question or concern, then the compliance staff conducted an audit of that sport by requesting the detailed electronic billing statement maintained in the business office. The institution acknowledged, however, that the compliance staff did not routinely compare the coaches' telephone logs to institutional telephone bills in order to ensure that the coaches' contacts were properly identified and recorded.

Also, the compliance staff failed to regularly review institutional telephone records for possible text message violations.²⁹ The institution acknowledged that it did not discover the text message violations prior to the beginning of its fall 2008 investigation of telephone logs and records because it did not routinely review institutional telephone records for impermissible text message violations. Coaching staff members reported that they were aware of NCAA bylaws pertaining to text message and telephone calls. They either were confused as to the application of the bylaws or ignored the compliance staff's

²⁹ The institution acknowledged that during the 2007-08 academic year, it did not conduct a regular comparison of prospects' telephone numbers to those telephone numbers identified in the text message portion of the institution's billing records.

education. As was noted earlier, there is also information that suggests a second telephone was used by former assistant football coach B to communicate with prospects during "quiet time."

Next, the booster and members of the football and men's basketball coaching staffs provided benefits and inducements to football or men's basketball prospects, their coaches, friends or family members. The booster, again a common link in many of these instances, had uncommon access to staff and student-athletes over a significant period of time. There is nothing in the record to suggest that given the access to the programs that the booster was afforded; that any significant steps were taken to educate him or monitor his activities. In fact, during his interview a former associate director of athletics/compliance described an altercation he had with the booster in November 2007 that should have highlighted a need for such rules education. Immediately after the altercation with the booster the former associate director of athletics/compliance reported the incident to senior athletics administrators. He specifically stated his concern that the booster not only had threatened his career but had "way too much access" to student-athletes.

Four members of the football coaching staff, one member of the men's basketball staff, and one member of the athletics department staff participated in or had direct knowledge of benefits or inducements provided to student-athletes and prospects. Further, one other member of the men's basketball staff had knowledge of recruiting violations. There was also a total of approximately 30 student-athletes that received impermissible benefits. Important, too, is the fact that some of the same members of the institution's coaching staff provided false information and accepted cash to hide their actions or to further their personal gain.

The institution did acknowledge that in 2008, enrolled student-athletes provided benefits to prospects. In particular, a then enrolled student-athlete admitted his role in arranging a prospect's no-cost admission and beverages to a Miami nightclub. Two other prospects reported that their respective student-athlete hosts did not use the institution's \$30 per diem to cover the actual costs of entertaining the prospects while on official visits. Instead, the prospects reported that their hosts gave them the money directly.

During the hearing, the representatives from the institution stated that at all times relevant to this case rules education was provided to athletics department constituencies: student-athletes, full-time, part-time and volunteer athletics staff and the "booster population."

Committee member: I have just one more question, and then we will move on. The same question is, it goes to kind of a fundamental statement you made relative to how you have a strong compliance program. I just want to probe that a little bit relative to the hearing. My observations are, first, that the student-athletes are supposed to be aware of what they can

and can't do, and that's a function of an education program. They are supposed to do the right thing. Coaches are supposed to be aware of what they can and can't do, but they are supposed to do the right thing. How do you reconcile the failures of your assistant coaches in football and men's basketball, and to your student-athletes with your statement that you have a strong compliance program?

Institution: There was no student-athlete who was interviewed or coach who was interviewed that admitted to us they had not been educated on the rules, didn't know clearly what the rules were, and didn't know they were taking a risk. So as we did the interviews, we asked that question. They all knew the rules, they weren't confused by the rules, and all the coaches clearly admitted they had been warned to stay away from [the booster].

Committee member: Why do you think they did the wrong thing?

Counsel for the Institution: I don't think we know the answer to that question. We do think it wasn't for lack of message from the head coaches that were in charge at that time. We feel very strongly that it wasn't for lack of message from the athletics director who we all know.

Institution: Let me put it this way. They got conned by a con man. When you get right down to it, this was a personality that wanted to hang around with the football program, and later the baseball program, a little bit around the baseball program. I am sorry about that, the basketball program. I think that he sucked them in. I think that obviously they weren't strong enough to resist. You heard it from those two coaches. They were scared to death they were going to get fired once they realized the situation they were in.

Based on the information contained in the record, particularly the interviews with football student-athletes, athletics department staff, the former head men's basketball coach and the former assistant coaches in football and men's basketball, the committee reaches a different factual conclusion. Although, certainly the booster acted as an individual, the committee finds that an environment existed at the institution where student-athletes and staff were comfortable, if not encouraged, to develop relationships with the booster. There is no information in the record to suggest that these relationships were monitored by the institution to ensure compliance with NCAA rules.

Numerous violations occurred around unofficial visits and there is little to support any effective monitoring of that area. In fact, former assistant football coach B, was, the recruiting coordinator with compliance responsibilities. Former assistant football coach

C identified former assistant football coach B as the person to which he was to report violations.

The fear of termination of employment may have been a heavy consequence for one or all 10 staff members with direct knowledge in or involvement in violations. Similarly, the fear of being declared ineligible may have been a heavy consequence for one or more student-athletes. Those fears, however, seemed to dissipate when either staff or a student-athlete realized that his actions or the actions of others were not monitored or that those actions would go unpunished.

Several instances of the booster loaning money to coaches and providing benefits or inducements to prospects, student-athletes, their friends and family members occurred more than once over nine years, from 2002 through 2011. In most instances, members of the institution's educated constituencies reported that they knew that their actions or omissions created violations. Aside from the booster, who had become disgruntled and disaffected with the institution, not one of the eight coaches or approximately 30 student-athletes followed procedures to report a single violation in connection with the booster.

IV. ANALYSIS

The violations in this case fall largely into the following areas: recruiting violations and the provision of impermissible benefits to student-athletes and prospects by representatives of the institution's athletics interests and prospective sports agents; the provision of impermissible supplemental income to assistant coaches; recruiting violations and the provision of impermissible benefits by assistant coaches; unethical conduct by former assistant football coaches and an assistant men's basketball coach; the former head men's basketball coach's failure to promote an atmosphere for compliance; telephone and text-messaging violation; and a lack of institutional control.

A. RECRUITING VIOLATIONS IN THE INSTITUTION'S FOOTBALL PROGRAM BY A REPRESENTATIVE OF THE INSTITUTION'S ATHLETICS INTERESTS. [NCAA Bylaws 12.3.1.2 (2006-07 and 2009-10); 13.2.2(h) (2007-08); 13.01.2, 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1(f), 13.2.1.1(g), 13.2.1.1(h), 13.5.1, 13.5.3, 13.7.2.1, 13.7.2.1.1, 16.11.2.1, 16.11.2.3(d) (2008-09).]

The booster provided impermissible benefits or inducements on numerous occasions from 2002 through 2010 to student-athletes and prospects which violated NCAA bylaws that preclude athletics representatives from providing meals, cash, lodging, transportation and other benefits to student-athletes and prospects. The enforcement staff and the institution substantially agreed to the facts and that those facts constitute violations of NCAA bylaws. The committee concludes, based on the facts found, that allegations 1(a) through (d), (e)(2) and

(e)(3), (h) through (j), (k)(2), (p) through (q), and (s) through (z), allegations 4(a) through (e) (as those allegations relate to the conduct of the booster) and allegations 5(a) through (c) constitute violations.

1. NCAA legislation regarding recruiting restrictions pertaining to the booster.

The applicable portions of the bylaws may be found at Appendix Two.³⁰

2. Impermissible benefits, inducements and recruiting activity by the booster.

The bylaws prohibit representatives of the institution's athletics interests from providing extra benefits to student-athletes, their families and friends. Additionally, the bylaws strictly limit the conduct of a representative of an institution's athletics interests with respect to the recruitment of prospects. The bylaws prohibit representatives of an institution's athletics interests from providing benefits and inducements to prospective student-athletes, their families and friends, as well as engaging in on- or off-campus and in-person recruiting contacts with prospects, prospect's relatives or legal guardians.

As was stated, in this case, the booster was a major donor to the institution's athletics programs. The booster hosted student-athletes at his home, on board his yacht and when entertaining at Miami restaurants, nightclubs and strip clubs. He hosted and entertained football prospects at his home, and at Miami restaurants, nightclubs and a bowling alley.

The booster also hosted the high school coaches, family members and friends of the student-athletes and prospects at his home and at Miami restaurants. When hosting, the booster provided one or more of the following: meals and beverages or the cost of meals and beverages, admissions or fees associated with VIP access at Miami nightclubs and strip clubs, bowling fees and ground transportation. Finally, the booster also had access to and contact with a prospect on the sideline at a home football contest during the prospect's official visit.

The booster provided impermissible benefits of cash and clothing to one or more student-athletes. The booster's impermissible benefits also included, but were not limited to, a used washer and dryer, air

³⁰ In Appendix Two, the applicable bylaws cited are the bylaw versions for the year the violation occurred and as framed in the notice of allegations. If violations spanned a number of years, the bylaws cited are the bylaw versions for the last year that violations occurred. There were no changes to applicable bylaws that would substantively affect whether the committee concluded a violation occurred.

transportation for the friend of a student-athlete, access to football stadium seating and a television.

The booster provided lodging at his home for a student-athlete. He provided the cost of lodging at a Miami-area hotel for the family of a student-athlete and his sibling, and the family's associate and his spouse.

Because the booster provided student-athletes, prospects, their families and friends with benefits and inducements, he violated NCAA bylaws relating to extra benefits and inducements. Further, when the booster had in-person, on or off-campus recruiting contacts with prospects, their relatives or legal guardians, the booster engaged in impermissible recruiting activity and violated NCAA bylaws prohibiting representatives from engaging in such activity and contact.

The committee concludes that the facts as found constitute violations of NCAA bylaws.

B. IMPERMISSIBLE BENEFITS PROVIDED AND ACTIVITIES CONDUCTED BY A REPRESENTATIVE OF THE INSTITUTION'S ATHLETICS INTERESTS WHO TRIGGERED NCAA AGENT LEGISLATION. [NCAA Bylaws 12.3.1.2. and 16.11.2.1 (2005-06).]

Over the course of approximately two to three years, the booster triggered NCAA agent legislation and provided student-athletes with significant impermissible benefits in an effort to identify and secure new clients for the sports agency. Specifically, the booster, on behalf of the sports agency, sought to market the athletic abilities of the institution's football student-athletes. The impermissible benefits included cash, meals and entertainment. The enforcement staff and the institution substantially agreed to the facts and that those facts constitute violations of NCAA bylaws. The committee concludes, based on the facts found for allegation 2(a), that those facts constitute violations.

1. NCAA legislation regarding impermissible benefits.

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

2. Impermissible benefits from individuals triggering NCAA agent legislation.

The bylaws address individuals whose actions trigger NCAA agent legislation. Specifically, the bylaws prohibit those individuals from providing student-athletes with extra benefits.

The booster became an investor in a sports agency in 2003. He arranged meetings with his partner, a registered sports agent, and the institution's more high-profile student-athletes. He also provided meals and in one instance \$50,000 in an effort to secure student-athletes as clients for the agency. Because the booster, acting on behalf of the sports agency, provided these benefits for the purpose of encouraging those student-athletes to seek representation from the sports agency, his actions violated NCAA bylaws.

The committee concludes that the facts as found constitute violations of NCAA bylaws.

C. INSTITUTION'S FAILURE TO CONTROL OR PROHIBIT OUTSIDE SOURCE FROM PROVIDING SUPPLEMENTAL PAY (FORMER ASSISTANT FOOTBALL COACHES). [NCAA Bylaws 11.3.1, 11.3.2.2 (2008-09).]

From August 2006 through November 2006 and in July 2009, the booster provided impermissible supplemental compensation to former assistant football coaches A and B. The institution failed to control the amount of salary former assistant football coaches A and B would receive consistent with the bylaws. The institution, the involved coaches and the enforcement staff substantially agreed to the facts and that those facts constitute institutional violations of NCAA bylaws. Former assistant football coach B maintains that the violation was secondary. The committee concludes that, based on the facts found for allegation 3 and its subparts, that those facts constitute major violations.

1. NCAA legislation regarding employment, salaries and supplemental pay.

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

2. Impermissible supplemental pay.

The bylaws require the institution to remain in control of employee salaries. They also prohibit outside sources from paying or supplementing a staff member's salary.

The institution's initial employment terms with former assistant football coach A, by definition, dictated that there would be no compensation for the position. During a three-month period, however, former assistant football coach A accepted cash in the amount of \$1,700 and meals from the booster, a source outside of the institution. Former assistant football

coach A claimed that he did not know that accepting compensation in the form of cash or meals was a violation of NCAA bylaws.

Additionally, former assistant football coach B requested and accepted a \$2,500 loan from the booster. The booster did not charge interest on the loan. Former assistant football coach B claimed that he did not know that accepting a loan from a representative of the institution's athletics interests was a violation of NCAA bylaws.

The institution did not remain in control of athletics department staff members' salary. Because former assistant football coaches A and B accepted compensation from an outside source, the institution violated NCAA supplemental pay legislation.

The committee concludes that the facts as found constitute violations of NCAA bylaws.

D. IMPERMISSIBLE BENEFITS OR INDUCEMENTS PROVIDED TO PROSPECTIVE STUDENT-ATHLETES BY FORMER ASSISTANT FOOTBALL COACHES AND THEIR ATTENDANT UNETHICAL CONDUCT IN CONNECTION WITH THOSE BENEFITS OR INDUCEMENTS. [NCAA Bylaws 13.01.2, 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1(e), 13.2.1.1(f), 13.2.1.1(g), 13.2.1.1(h), 13.5.1, 13.5.3, 13.7.2.1.1, 16.11.2.1, 16.11.2.3 (2008-09); 10.1(c) (2009-10); 10.1(d) (2011-12).]

Former assistant football coach B's violations fall into essentially three categories: (1) providing prospects with impermissible benefits or inducements; (2) arranging for the booster to provide prospects with impermissible benefits or inducements; and (3) providing false and/or misleading information. Former assistant football coach C's violations involve the first and the third categories.

The institution and the NCAA enforcement staff substantially agreed that violations of NCAA bylaws occurred. Former assistant football coach B acknowledges providing meals and lodging for one night at his home, but he denies providing or arranging transportation, restaurant meals or any additional nights of lodging. Former assistant football coach C acknowledges providing one meal at his home, but he denies providing or arranging transportation, lodging or additional restaurant meals. In separate interviews, former assistant football coaches B and C knowingly furnished false or misleading information concerning their full involvement in their full knowledge of the violations. They maintained those positions at the hearing. The explanations provided by former assistant football coaches B and C were not credible. The committee concludes, based on the facts found for allegations 5(d), 8 and 9, and the lack of credibility of former assistant football coaches B and C, that those facts constitute violations.

1. **NCAA legislation regarding impermissible benefits or inducements to prospects and NCAA legislation regarding unethical conduct.**

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

2. **Impermissible benefits or inducements to prospects.**

The bylaws prohibit institutional staff members from providing benefits and inducements, such as free lodging, meals and transportation, to prospects. Further, the bylaws restrict the involvement of representatives of the institution's athletics interests in recruiting activities and prohibit institutional personnel from orchestrating and arranging recruiting activities between prospects and representatives of the institution's athletics interests.

During one or more unofficial visits taken between 2008 and 2009, former assistant football coaches B and C provided prospect student-athletes with cost-free lodging, meals and transportation. On at least one unofficial visit, the prospects did not stay with student-athletes as former assistant football coaches B and C may have intended. Instead, former assistant football coaches B and C provided one or more nights lodging and meals for the prospects.

With respect to local transportation, during one unofficial visit, former assistant football coaches B and C also provided or arranged the transportation for prospects to the booster's home. Having seen or been a passenger in former assistant football coach B's vehicle, prospects were able to identify the "black truck." Two prospects further identified former assistant football coach C as the individual who met them at the gas station. Former assistant football coach C then drove them in former assistant football coach B's vehicle to the institution's campus. While former assistant football coaches B and C acknowledged the violations, in part, two of the prospects reported, against their interests, to receiving lodging and meals from former assistant football coaches B and C.

Former assistant football coach B also arranged for the booster to interact with prospects on one or more unofficial visits and provided the prospects with impermissible benefits and inducements. Specifically, former assistant football coach B, who had already established a relationship with the booster, arranged for student-athletes, prospects and the booster to dine at an Italian restaurant. Because of the former assistant football coach B's arrangements, he secured the booster's payment for the meal.

Additionally, former assistant football coach B arranged for the prospects to visit the booster's home.

Because former assistant football coaches B and C provided prospects with cost free benefits or inducements, including lodging, meals and transportation, at no charge to the prospects, they committed NCAA violations. Further, when former assistant football coach B involved the booster in the recruiting of prospects and arranged for the prospects to receive a meal from the booster and visit the booster's home, his conduct created additional recruiting violations.

3. **Unethical conduct.**

Among other examples of conduct, the bylaws define unethical conduct to be the knowing involvement in offering or providing a prospective or enrolled student-athlete with improper inducements or extra benefits and knowingly furnishing false or misleading information concerning possible violations. Both providing inducements or extra benefits and providing false or misleading information are involved here.

As found and concluded above, former assistant football coach B and former assistant football coach C provided impermissible benefits and inducements to prospects in the form of cost-free lodging, meals and transportation to prospects. Further, former assistant football coach B arranged for the booster to provide impermissible benefits or inducements to prospects.

Former assistant football coaches B and C committed unethical conduct by knowingly providing prospects with improper inducements and extra benefits. Similarly, former assistant football coach B arranged for the booster to provide extra benefits and inducements to prospects.

Former assistant football coach B was not forthcoming during his interviews with the enforcement staff and the institution about the role he played in providing and arranging the benefits or inducements during their unofficial visits. Former assistant football coach B denied arranging a meal for prospects and arranging transportation for the prospects on their unofficial visit.

Similarly, former assistant football coach C was not forthcoming when he denied providing transportation and lodging and when he failed to furnish the enforcement staff with additional information relevant to the violations. The detailed information provided by the prospects when recounting the plan to meet at a halfway point, the description of the

"black truck," as well as the identity of the driver was all credible and persuasive information upon which the committee relies.

Neither former assistant football coach B nor former assistant football coach C provided the full details of what transpired during one or more of the official visits taken by the prospects. In some instances, the information provided by each coach directly contradicted the information provided by the prospects. Former assistant football coaches B and C, like the prospects, have the same obligation to tell the truth.³¹

Because former assistant football coach B provided impermissible benefits and inducements, the committee concludes that he committed unethical conduct. Further, because former assistant football coach B was not forthcoming and provided false and misleading information to the enforcement staff and the institution when being interviewed about his conduct, the committee concludes that the facts constitute an additional violation of unethical conduct.

Because former assistant football coach C provided impermissible benefits and inducements, the committee concludes that he committed unethical conduct. Further, because former assistant football coach C was not forthcoming and provided false or misleading information to the enforcement staff and the institution when being interviewed about his conduct, the committee concludes that the facts constitute an additional violation of unethical conduct.

E. IMPERMISSIBLE BENEFITS OR INDUCEMENTS PROVIDED TO PROSPECTIVE STUDENT-ATHLETES BY THE FORMER EQUIPMENT MANAGER WHO WAS AT TIMES A REPRESENTATIVE OF THE INSTITUTION'S ATHLETICS INTERESTS. [NCAA Bylaws 16.11.2.3(d) (2007-08); 13.2.1.1(b), 13.2.1.1(f), 13.5.1, 13.5.3, 13.7.2.1, 16.11.2.1 (2008-09); 13.01.2, 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1(g) (2008-09 and 2010-11).]

From 2004 through 2011, the former equipment manager, provided impermissible benefits or inducements to four prospects. Specifically, the former equipment manager provided meals, entertainment, transportation, and the institution's football gear. From fall 2007 through fall 2008, the former equipment manager provided similar impermissible benefits to football student-athletes. The institution acknowledged that during the relevant time period the former

³¹ We note that the interviews of the former assistant football coaches and prospects took place two to three years after the events in question. While their stories lacked consistency as to when the unofficial visits took place and details of what transpired during those visits, the prospects were able to recall the former assistant football coaches' involvement and acknowledged receiving benefits which were impermissible and affected their eligibility.

equipment manager was also a representative of the institution's athletics interests.

The institution and the NCAA enforcement staff substantially agreed on the facts and that violations of NCAA bylaws occurred. The committee concludes that, based on the facts found for allegations 4(a) through (c) and (e) (as those allegations related to the conduct of the former equipment manager) and 6(a) through (d), those facts constitute violations.

1. **NCAA legislation regarding impermissible benefits or inducements to prospects.**

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

2. **Impermissible benefits or inducements to prospects.**

The bylaws prohibit institutional staff members and representatives of an institution's athletics interests from providing prospects or student-athletes with extra benefits and inducements. The former equipment manager's conduct violated those bylaws.

The former equipment manager provided prospects with cost-free lodging, meals, and transportation during one or more unofficial visits taken between 2008 and 2009. Additionally, the former equipment manager had access to institutional-issued gear and he provided the gear valued at approximately \$177 to three prospects. Also, during the winter of 2009 and summer of 2010, the former equipment manager provided transportation to and meals at the bowling alley. On four separate occasions, the former equipment manager provided roundtrip ground transportation for a prospect between his home and the institution's campus. During another prospect's unofficial visit, the former equipment manager escorted the prospect to the booster's stadium suite.

On different occasions during 2008, the former equipment manager, with or at the direction of the booster, provided small groups of football student-athletes with entertainment and transportation to restaurants. He also drove a student-athlete to different car dealerships in the Miami area.

The former equipment manager was also an athletics representative. He violated NCAA bylaws when he provided prospects and student-athletes with any of the following: cost-free lodging, meals, entertainment or transportation. Further, when he provided prospects with institutional-issued gear, he also violated NCAA bylaws.

The committee concludes that the facts as found constitute violations of NCAA bylaws.

F. IMPERMISSIBLE BENEFITS OR INDUCEMENTS PROVIDED TO PROSPECTIVE STUDENT-ATHLETES BY ENROLLED STUDENT-ATHLETES. [NCAA Bylaws 13.01.2, 13.1.1.1, 13.2.2(f), 13.2.2(h), 13.5.2.6, 13.6.2.2.1, 13.6.7.1.1, 13.6.8 (2007-08); 13.1.2.1, 13.2.7, 13.2.1, 13.2.1.1(g), 13.5.1, 13.5.3, 13.6.7.4, 13.7.2.1 (2008-09).]

In 2008, football student-athletes provided impermissible benefits or inducements to prospects during official and unofficial visits to the institution. The institution and NCAA enforcement staff substantially agreed on the facts and that violations of NCAA bylaws occurred. The committee concludes, based on the facts found for allegation 7(b) through (d), that those facts constitute violations.

1. NCAA legislation regarding impermissible benefits or inducements to prospect.

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

2. Impermissible benefits or inducements to a prospect.

The bylaws prohibit student-athletes from providing prospects with extra benefits and inducements.

A student-athlete, serving as a student host, arranged for four prospects to gain admission to a nightclub and to receive beverages at the nightclub at no cost. On two other occasions, student-athletes, serving as student hosts, provided prospects with the institution's entertainment reimbursement ("host money").

The student host confirmed that he assisted four prospects in gaining admission to a Miami nightclub during their unofficial visit to the institution. The student host also reported that they had access to free drinks while in the nightclub that evening. Two prospects confirmed the admission benefit that they received when they attended a Miami nightclub.

When the student-athletes provided prospects with free admission to a Miami nightclub, access to free drinks and host money, the student-athletes provided prospects with extra benefits and impermissible inducements. These actions violated NCAA bylaws.

The committee concludes that the facts as found constitute a violation of NCAA bylaws.

G. RECRUITING VIOLATIONS IN THE INSTITUTION'S MEN'S BASKETBALL PROGRAM BY A REPRESENTATIVE OF THE INSTITUTION'S ATHLETICS INTERESTS AND FORMER ASSISTANT BASKETBALL COACHES. [NCAA Bylaws 13.01.2, 13.2.1, 13.5.2.6, 13.6.8, 13.8.1, 13.8.2 (2008-09).]

During the 2008-09 academic year, former assistant men's basketball coach A arranged for the booster to meet the high school coaches of one prospect and a nonscholastic coach of another prospect in order to promote the men's basketball program and facilitate the recruitment of highly recruited prospects. Additionally, former assistant men's basketball coach B arranged for the booster to promote and assist the men's basketball program. The enforcement staff and the institution substantially agreed to the facts of this finding and that those facts constitute violations of NCAA bylaws. The committee concludes, based on the facts found for allegation 10(b) and (c), that those facts constitute violations.

1. NCAA legislation regarding recruiting restrictions.

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

2. Impermissible transportation, entertainment, and other material benefits and recruiting activity by the booster.

The bylaws prohibit coaches from providing, directly or indirectly through a representative of the institution's athletics interests, transportation or entertainment particularly during an official visit, as well as material benefits. Additionally, the bylaws prohibit representatives of the institution's athletics interests being involved in recruiting prospects.

Former assistant men's basketball coaches A and B provided both transportation and entertainment to two high school coaches who accompanied a prospect on his official visit. The entertainment included a visit to the home of the booster and a Miami nightclub, where the booster paid for access and drinks. Both former assistant men's basketball coaches A and B knew the booster was an avid fan and supporter of the basketball program, and it is reasonable to conclude that introducing the high school coaches at the time of the highly recruited prospect's official visit was meant to affect the prospect's decision-making and otherwise facilitate recruiting.

When former assistant men's basketball coaches A and B provided transportation and entertainment to the two high school coaches, they violated NCAA recruiting bylaws. Furthermore, when the booster arranged the access and paid for the high school coaches' drinks, the booster provided the coaches with an impermissible material benefit. In a separate instance, former assistant men's basketball coach A arranged for the booster to have contact and recruiting conversations with the nonscholastic coach of another prospect. Because former assistant men's basketball coaches A and B involved the booster in recruiting activities and the booster provided entertainment and material benefits the institution violated recruiting legislation.

The committee concludes that the facts as found constitute violations of NCAA bylaws.

H. THE PROVISION OF EXTRA BENEFITS BY A FORMER ASSISTANT MEN'S BASKETBALL COACH AND THE ATTENDANT UNETHICAL CONDUCT IN CONNECTION WITH THOSE BENEFITS. [NCAA Bylaws 10.01.1 10.1, 10.1(c), 10.1(d), 13.8.1, 13.8.2, 16.11.2.1, 16.11.2.3 (2010-11 and/or 2011-12).]

The recruiting violations involve three instances of former assistant men's basketball coach B providing airline reward miles to secure transportation for a student-athlete, the student-athlete's high school coach and the mother of another men's basketball student-athlete. Former assistant men's basketball coach B initially admitted one and denied the other two instances of violations. Ultimately, he admitted all three instances of violations. Former assistant men's basketball coach B maintains that the violations were secondary.³²

The institution and the enforcement staff substantially agreed to the facts and that those facts constitute major violations of NCAA bylaws. The committee concludes, based on the facts found for allegation 11(a) through (c) and allegation 13(a) and (b), that those facts constitute violations.

1. NCAA legislation regarding impermissible benefits and unethical conduct.

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

2. Impermissible material benefits and extra benefits.

³² At the hearing and prior to former assistant men's basketball coach B admitting the violation, the institution's position was that the high school coach provided at least a partial reimbursement for the two August flights for the high school coach and the student-athletes, thereby disputing the value of the extra benefit.

The bylaws prohibit institutional staff members from providing material benefits to coaches or other individuals responsible for teaching or directing activities in which a prospect is involved. Further, the bylaws prohibited student-athletes from receiving any extra benefit.

Former assistant men's basketball coach B admitted that he shared his airline account information with a student-athlete's high school coach so that the high school coach could secure flights for himself and the student-athlete in August 2010. Former assistant men's basketball coach B also admitted that he redeemed airline reward miles to secure a flight in January 2011 for the mother of another men's basketball student-athlete. The August 2010 flights were valued at \$955 each. The January 2011 flight was valued at \$483. Any recruiting advantage was arguably minimal because the student-athletes with a direct or indirect connection to the violations were already enrolled, and one high school coach received the third ticket. Nonetheless, the impermissible benefits provided to a student-athlete, a high school coach and a relative of another student-athlete on three separate occasions were significant and the impermissible benefits were neither isolated nor inadvertent.

Because former assistant men's basketball coach B provided airline miles to secure travel, he provided a student-athlete and the mother of another student-athlete with extra benefits. Also, because former assistant men's basketball coach B provided a student-athlete's high school coach with reward miles to secure travel, he provided the high school coach with a material benefit. These actions violated NCAA bylaws.

3. **Unethical conduct.**

NCAA bylaws define the knowing involvement in offering or providing student-athletes with extra benefits as unethical conduct. Additionally, the bylaws define knowingly furnishing false or misleading information as unethical conduct.³³

With respect to the charge of unethical conduct, in his response and initially at the hearing, former assistant men's basketball coach B denied that he violated the principles of ethical conduct and suggested that his

³³ For purposes of clarification, the committee notes that NCAA Bylaw 10.1(d) states that a violation will exist if the conduct includes 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. (*Revised 1/16/10*) (emphasis added). The information need not be false and misleading as provided in former assistant men's basketball coach B's response and the enforcement staff's notice of allegations.

inability to recall that his airline reward miles were used does not amount to providing false and misleading information.

Former assistant men's basketball coach B knew that providing airline reward miles to a student-athlete, a high school coach or a relative of another student-athlete was impermissible under NCAA bylaws. When interviewed, former assistant men's basketball coach B admitted his knowing involvement in the violation that resulted when he secured the January 2011 flight for the relative of a student-athlete. During interviews, he repeatedly denied knowing how his airline account was accessed to provide flights for the student-athlete and his high school coach. At the hearing, former assistant men's basketball coach B changed his position indicating that he would no longer "protect" the high school coach and the student-athlete. Former assistant men's basketball coach B admitted his knowing involvement in the violation that resulted when he permitted the high school coach to access his airline account to secure the August 2010 flights for them. By admitting that his goal was to protect those involved, the committee concludes that former assistant men's basketball coach B knowingly provided false information during his interviews.

When former assistant men's basketball coach B provided extra benefits, his actions were unethical conduct. Furthermore, when former assistant men's basketball coach B knowingly provided false information during interviews, he committed unethical conduct.

The committee concludes that the facts as found constitute violations of NCAA bylaws.

I. INSTITUTION'S FAILURE TO CONTROL OR PROHIBIT OUTSIDE SOURCE FROM PROVIDING SUPPLEMENTAL PAY (ASSISTANT BASKETBALL COACH). [NCAA Bylaws 11.3.1, 11.3.2.2 (2008-09).]

In September 2008, the booster paid former assistant men's basketball coach A \$6,000. The institution failed to control the amount of salary former assistant men's basketball coach A should receive consistent with the bylaws. The enforcement staff and the institution agreed to the facts and that those facts constitute institutional violations of NCAA bylaws. Former assistant men's basketball coach A agreed that he received \$6,000 from the booster, but he maintains that the money was not supplemental income. The committee

concludes, based on the facts found for allegation 12, that those facts constitute violations.³⁴

1. **NCAA legislation regarding employment, salaries and supplemental pay.**

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

2. **Impermissible supplemental pay.**

The bylaws require the institution to remain in control of employee salaries and prohibit outside sources from paying or supplementing a staff member's salary.

The former assistant men's basketball coach A admits that the booster, a source outside the institution, provided him with \$6,000 in September 2008. Regardless of whether former assistant men's basketball coach A believed the \$6,000 to be a gift or a loan, it was additional income to former assistant men's basketball coach A. The \$6,000 supplemented, or was in addition to, what he received from the institution and should have been reported as supplemental pay. When former assistant men's basketball coach A received \$6,000 from the booster his salary was not controlled by the institution and the supplemental income he received from an outside source was prohibited under NCAA bylaws.

The committee concludes that the facts as found constitute violations of NCAA bylaws.

J. THE FORMER HEAD MEN'S BASKETBALL COACH'S FAILURE TO PROMOTE ATMOSPHERE FOR COMPLIANCE. [NCAA Bylaw 11.1.2.1 (2010-11).]

In June 2010, the former head men's basketball coach was aware of the booster's threats and the former head men's basketball coach took steps to assist former assistant men's basketball coach A in making a payment to the mother of the booster to prevent that from happening. Neither the institution nor the former head men's basketball coach agreed with the enforcement staff. The former head men's basketball coach maintains that he did not learn of any threats made against former assistant men's basketball coach A or the program until August 2011 and therefore did not fail in his obligation to promote an atmosphere for compliance

³⁴ The committee notes that the enforcement staff did not bring recruiting allegations based on a payment of any funds from the booster to former assistant men's basketball coach A.

within the program. The committee concludes that, based on the facts found for allegation 14, those facts constitute violations.³⁵

1. **NCAA legislation regarding a head coach's obligation to promote an atmosphere for compliance.**

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

2. **Failure to promote an atmosphere for compliance.**

The bylaws require that a head coach promote an atmosphere for compliance with his or her program. A head coach is presumed responsible for the actions of his or her staff that result in a violation. A head coach fails to promote an atmosphere of compliance unless the head coach can clearly demonstrate that his conduct or administration promoted a compliant program.³⁶

As the leader of a high-profile, revenue-generating sport program, the former head men's basketball coach had a responsibility to encourage rules education and for he and his coaches to abide by those rules. He must inquire and report all compliance concerns, questions or violations. There were instances during the relevant time period where he failed to meet his responsibilities and the conduct of former assistant men's basketball coaches A and B resulted in violations. For example, former assistant men's basketball coaches A and B arranged the entertainment and provided the transportation for high school coaches visiting Miami. When asked at the hearing whether he advised the former assistant men's basketball coaches about permitted or prohibited activities the former head men's basketball coach stated "not to my knowledge."

Also, former assistant men's basketball coach B's repeated use of his airline reward miles in violation of NCAA bylaws further supports the committee's conclusion that the former head men's basketball coach did not meet his duty under NCAA bylaw 11.1.2.1 to set clear expectations of rules compliance of his staff.

The former head men's basketball coach could not clearly demonstrate an understanding that the former assistant men's basketball coaches were properly directed or given the appropriate rules education in that situation.

³⁵ See Section IV, Part I- Footnote 34

³⁶ The rationale for NCAA Bylaw 11.1.2.1 (Proposal No. 2004-102) states, "A head coach should be presumed to have knowledge and, therefore, responsibility for the actions of those individuals associated with his or her team whom the coach directly or indirectly supervises. There is a rebuttable presumption that exists when situations indicate that the former head men's basketball coach has set a proper tone of compliance."

The former head men's basketball coach was aware that the booster was a major donor to the institution who had been heavily involved with the football program. The former head men's basketball coach and former assistant men's basketball coach A interacted with the booster in an effort to build a "donor relationship" with him. And yet there is nothing in the record to show that he recognized potential concerns or inquired with the athletics compliance office about the permissible limits of that donor relationship.

Former assistant men's basketball coach A had more than a donor relationship with the booster. He socialized with the booster and maintained a relationship where loaning or gifting large sums of cash occurred. The phone records of not only former assistant men's basketball coach A, but also former assistant men's basketball coach B, show that they were in communication with the booster as early as October 2007. The former head men's basketball coach admitted that he should have known about the relationships the former assistant men's basketball coaches had with an individual who was "involved" with or a "supporter" of the men's basketball program. The former head men's basketball coach failed to talk to former assistant men's basketball coaches A and B. Again, had he inquired into their relationships with the booster he could have recognized potential concerns or inquired with the athletics compliance office.

With regard to the particular events of June 2010, the former head men's basketball coach was aware of the booster's threats at that time. Former assistant men's basketball coach A relayed the booster's threats and his demand for money to the former head men's basketball coach. The former head men's basketball coach knew and was concerned that the booster would disclose that he and former assistant men's basketball coach A visited a strip club with the booster and/or that the booster would suggest that the men's basketball program was involved in a scheme to pay for a prospect's commitment.³⁷ To the former head men's basketball coach, either or both threats would prove to be personally or professionally damaging. In response to the threat, the former head men's basketball coach wrote checks to all three former men's basketball assistant coaches.

³⁷ The former head men's basketball coach told multiple versions about what he knew and what transpired in June 2010. In consideration of the three interviews and multiple versions surrounding the booster's threats, the committee largely bases its conclusions on information the former head men's basketball coach reported during his first two interviews. The committee finds that information to be more credible and persuasive than the information the former head men's basketball coach reported in his third interview.

His intentions were to provide former assistant men's basketball coach A with funds to deliver to the booster's mother.

While under no obligation to conduct a formal investigation, it appears that the former head men's basketball coach did not seek any additional information from former assistant men's basketball coach A concerning the threats or his relationship with the booster. In response to a threat, based in fact or fiction, the former head men's basketball coach could have inquired into the nature of an unlikely relationship between one of his assistant coaches and a booster or he could have immediately alerted the athletics compliance office.

According to NCAA Bylaw 11.1.2.1 (2010-11), the former head men's basketball coach similarly is charged with compliance responsibilities, as a result of his position as a head coach. Each head coach is responsible for monitoring the activities of the staff members in their programs. In his interviews and at the hearing, the former head men's basketball coach made only general comments about knowing how to run a compliant program. The results of his program suggest otherwise because several significant violations occurred.³⁸ Because the former head men's basketball coach failed to consult with the athletics compliance office with regard to the general relationships between the booster and the coaching staff he did not promote an atmosphere for compliance. Additionally, the former head men's basketball coach knew about the booster's threats at the time they were made in June 2010. Because he did not inquire further into the basis for the threats, the relationship between the booster and former assistant men's basketball coach A or alert the institution's compliance office of potential NCAA violations, he did not promote a compliant program. Instead, the former head men's basketball coach committed a NCAA violation by not reporting a potential NCAA violation.

The committee concludes that the facts as found constitute violations of NCAA bylaws.

K. THE INSTITUTION'S COACHING AND ATHLETICS STAFF MEMBERS ENGAGED IN IMPERMISSIBLE RECRUITING COMMUNICATIONS WITH PROSPECTIVE STUDENT-ATHLETES. [NCAA Bylaws 11.7.1.2 (2007-08 and 2008-09); NCAA Bylaw 13.1.3.1 (2007-08, 2008-09 and 2009-10); 13.1.3.1.1 (2006-07, 2007-08 and 2009-10); and

³⁸ The former head men's basketball coach did not rebut the presumption that he set a proper tone of compliance within the men's basketball program.

13.4.1.2 (2007-08, 2008-09 and 2009-10). (NOTE: Bylaws cited with no designation of Manual year refer to the 2010-11 NCAA Division I Manual.)]

Between May 2007 and February 2010, members of the institution's football coaching staff sent 120 impermissible text messages and placed 24 impermissible telephone calls to prospects. Former assistant football coach A sent 41 impermissible text messages and placed two impermissible calls. Former assistant football coach D sent 30 impermissible text messages and placed one impermissible call. Also, coaches in the seven sports made 36 impermissible telephone calls to 14 prospects. The committee concludes, based on the facts found for allegations 15 and 17, that those facts constitute violations.

Coaches in 10 sport programs (other than football) sent 31 impermissible text messages to 13 prospects. The committee concludes that the facts as found for allegation 16 constitute violations of NCAA bylaws and that those violations are secondary infractions.

1. NCAA legislation regarding telecommunications with prospects

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

2. Football program staff members sent text messages that directly violated NCAA recruiting legislation.

The institution and the enforcement staff agreed that violations occurred when members of the institution's football coaching staff sent 120 text messages to approximately 34 prospects. These actions directly violated NCAA bylaws.

NCAA bylaws establish that electronically transmitted correspondence that may be sent to a prospect (or parents or legal guardians) is limited to electronic mail and facsimiles. Other forms of electronic transmissions, including text messaging, are prohibited. An exception provided under the bylaw states that "after the calendar day" on which a prospect signs a National Letter of Intent there are "no limits on the forms of electronically transmitted correspondence." *See* NCAA Bylaw 13.4.1.2. *See also* 13.4.1.2.1.

From September 7, 2007, through January 7, 2010, football staff members sent 120 text messages in violation of the bylaws. The coaching staff violated the bylaw because the coaching staff communicated with prospects, their parents or legal guardians via text messages and not electronic mail. A former head football coach, former director of football operations, and six former assistant football coaches sent 49 of the 120

text messages. Former assistant football coach A sent 41 and former assistant football coach D sent 30 text messages. All members of the coaching staff reported that they knew NCAA bylaws prohibited them from sending text messages to prospects.

The committee concludes that because the bylaw specifically prohibits text messages rather than electronic mail, the coaches had a duty to monitor their communications and the manner in which the communications were transmitted to ensure compliance with the bylaw. Further, the committee concludes that the exception is unavailable because the coaching staff sent the text messages on the day a prospect signed the NLI or even earlier. The text messages could only be permissible on the calendar day after a NLI signing. The committee concludes that violations of the text-messaging legislation occurred.

3. **Football program staff members placed impermissible telephone calls that were not properly documented or directly violated NCAA recruiting legislation.**

The institution and the enforcement staff agreed that violations occurred when members of the institution's football coaching staff placed 24 impermissible calls to 17 prospects. A director of football operations placed five calls to a prospect before September 1, outside of the exception period. These actions violated NCAA bylaws.

NCAA Bylaw 13.1.3 provides the general rule regarding telephone calls to a prospect, a prospect's relatives or legal guardians and establishes an exception time period for football. *See* NCAA Bylaws 13.1.3.1.1.

From May 28, 2007, through January 11, 2010, football coaching staff members placed 24 impermissible calls. The majority of the violations, 18 calls, occurred because the football coaching staff failed to properly document calls. By failing to document all calls made during a week outside of the contact period, a coaching staff member could not properly track the permissible call and therefore could not avoid making additional calls during the same week which were prohibited. In fact, coaching staff members, aware of NCAA restrictions concerning contact with prospects via telephone, acknowledged that they either had forgotten that they placed a call or did not realize that another coaching staff member had previously made the permissible one call per week.

The committee has consistently concluded that a countable call occurred unless a coach maintained a log or notes with a contemporaneous entry indicating the call was dropped or there was otherwise no contact made on

the call. And any call after the permissible call was made to a prospect is presumably a violation. Logs or notes must contain contemporaneous information because examining telephone records after-the-fact and noting where dropped calls occurred is not sufficient. The committee concludes that the facts as found constitute violations of NCAA Bylaws 13.1.3.

The committee concludes that the facts as found in allegation 15 constitute violations of the NCAA bylaws cited above.

4. **Athletics staff members placed impermissible telephone calls [NCAA Bylaw 13.1.3.1 (2007-08, 2008-09 and 2009-10)]**

The institution and the NCAA enforcement staff agreed on the facts and that violations occurred. The committee concludes that these facts constitute violations of NCAA bylaws.

From September 20, 2007, through October 23, 2009, coaches in the sports of baseball, women's swimming and diving, men's and women's track and field, women's rowing, and women's tennis made 36 impermissible telephone calls to 14 prospects.

Similar to the football coaching staff, all of the calls which resulted in a violation of the recruiting legislation, occurred because the coaches across the identified sport programs failed to properly document calls. Having clearly described a coach's duty to log calls and provide a short description of the call at the time, the committee need not repeat it here.

The committee concludes that the facts as found in allegation 17 constitute violations of NCAA Bylaw 13.1.3.1.

5. **Secondary Violations –Text Messaging [NCAA Bylaw 13.4.1.2 (2007-08 and 2009-10)]**

The institution and the NCAA enforcement staff agreed on the facts and that secondary violations occurred. The committee concludes that these facts constitute violations of NCAA bylaws and that the violations are secondary.

From October 19, 2007, through March 13, 2010, coaches in the sports of women's volleyball, men's and women's basketball, women's swimming and diving, women's soccer, men's and women's track and field, baseball and women's rowing sent 31 impermissible text messages to prospects. Because the coaches sent text messages and not electronic mail communications to prospects the day following the signing of the NLI, the

permissible time period, the coaches violated bylaws. Regardless of whether the prospect has initiated the text, the prospect is on campus for an official visit or whether the coach's text messages was sent to a prospect as part of a "mass" text to all individuals in a contact list, text messages are prohibited before the permissible time period.

The committee concludes that the facts as found in allegation 16 constitute secondary violations of NCAA bylaws (cited above).

L. LACK OF INSTITUTIONAL CONTROL. [NCAA Constitution 2.8.1, 6.01.1.]

From 2002 through 2010, the institution failed to exercise institutional control and failed to monitor the administration of football and the men's basketball programs. The institution also failed to exercise control and failed to monitor the conduct of the highly recruited prospects, enrolled student-athletes, and coaching staffs in those high-profile programs. The institution did very little to control or to monitor the conduct of the booster. In fact, it was the institution that encouraged the booster to become connected to those sport programs, but provided no oversight to identify any potential concerns or violations. Additionally, the institution failed to monitor football and all of its other sports programs to ensure compliance with telephone and text-messaging legislation. None of the eight coaches or the approximately 30 student-athletes involved in the numerous major violations in this case took any meaningful steps to report the events. The failures of the coaches and student-athletes were either the result of a lack of understanding of the rules, or an attitude of indifference towards compliance. The failings of the institution enabled a culture of noncompliance to exist within the institution. The committee concludes that the facts found and the violations set forth in the Analysis sections above constitute a lack of institutional control.

1. NCAA legislation regarding a lack of institutional control.

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

2. Lack of institutional control.

The NCAA Constitution requires that each member institution comply with all applicable rules and regulations of the NCAA. It also requires that each institution monitor its programs to ensure compliance and to identify and report to the NCAA any instances where compliance has not been achieved. *See* NCAA Constitution 2.8.1. Further, the Constitution mandates that the institution's administration or faculty "or a combination

of the two," exercise control and responsibility for the conduct of intercollegiate athletics. NCAA Constitution 6.01.1

The committee, however, does not base its conclusion that the institution failed to exercise institutional control solely on the booster's status or failing to monitor him. In assessing whether a member lacks institutional control, the committee considers whether adequate compliance measures exist; whether those compliance measures were appropriately conveyed to those who need to be aware of them; whether the compliance measures are monitored to ensure they are followed; and whether upon learning that a violation may have occurred, the institution takes timely and appropriate action.

The committee is concerned that former assistant football coach C reported being told to discuss violations or potential violations with the recruiting coordinator, a colleague on the coaching staff, and not a compliance officer. An institution should have policies and procedures for staff members to seek guidance on compliance related issues and report potential violations confidentially. As demonstrated by the majority of the widespread unreported violations identified in this case, the institution did not have adequate policies and procedures in place for staff members to report potential violations without fear of consequence.

The failure to implement proper policies, procedures and an internal monitoring system is one measure the committee has identified as an indicator that an institution lacks control over its intercollegiate athletics program. In this case, policies that the institution did have in place were disregarded or unevenly applied.

Policies and procedures that effectively deter and detect violations are essential to an internal monitoring system. As provided in allegations 15, 16 and 17, the institution also lacked the personnel, policies, and monitoring systems to ever detect text messages or to regularly detect improper or ill-timed recruiting telephone calls.

Further, the former associate director of athletics/compliance took the position that the compliance staff monitored sidelines, stands, suite areas, and bus-loading zones at home and away football games. However, these efforts failed to detect and deter a number of violations that occurred during football contests, including but not limited to prospects access to suite areas, interactions between the booster and prospects and the receipt of extra benefits and inducements.

The institution did not routinely compare telephone logs and telephone bills to ensure that the coaching staff was properly recording or logging telephone contacts and also that those contacts were consistent with NCAA legislative requirements. The committee has consistently concluded that rules education alone is not enough. The institution did not fully meet its responsibility to monitor its programs to ensure compliance and to identify and report those instances where "compliance has not been achieved." *See* NCAA Constitution 2.8.1. Because the institution lacked an adequate monitoring system and had policies that were disregarded or not communicated, it failed to establish a proper internal monitoring system.

Aside from the texting and telephone violations, the reports of secondary violations during the relevant time period, the institution did not identify a single instance of the booster's impermissible benefits or recruiting activity, separate from the enforcement staff's investigation and as identified in this report. According to the institution, the booster's access through the student-athlete scholarship program did not contribute to the violations. The committee concludes to the contrary because for years, the booster was able to meet and develop relationships with student-athletes. Some of these relationships enabled the booster to provide impermissible benefits to numerous student-athletes resulting in violations of NCAA bylaws.

Without monitoring systems or other internal controls, the chain of introductions that began between the booster and the student-athlete scholarship program were permitted to grow over time. While the institution contends that the booster operated "in the shadows" in places "that institutional eyes don't often frequent," the committee concludes otherwise. The booster visibly entertained small and large groups of student-athletes and operated in the public view of the institution and the nearby city of Miami.

The committee notes also that the staff infrequently consulted the institution's policy on occasional meals each year and there is no documentation to support or authorize the booster's activity. Because the institutional staff did not consult or follow institutional policies regarding occasional meals, the institution did not adequately make occasional meal policies available to the individuals involved.

The former assistant football coaches reported inconsistent practices when documenting unofficial visits and there may have been confusion as to staff responsibility for that task. The committee concludes that the institution, prospects and enrolled student-athletes, coaches, staff, and

boosters committed extensive recruiting and impermissible benefits/inducements violations because the institutional staff members lacked the basic knowledge of NCAA rules applicable to recruiting operations.³⁹

Additionally, due to the lack of documentation there was no way to track and monitor the distribution of institutional gear. As a result, the impermissible distribution of institutional gear to student-athletes went unnoticed.

The institution's documentation program did not adequately monitor the athletics department's activities. As a result, numerous violations went undetected.

During the hearing, the officials from the institution described the institution's compliance program as "extensive" and, in the response to the notice of allegations, the institution stated that it "went to great lengths to exert institutional control and to foster a culture of compliance" through rules education. However, the committee concludes that the institution's rules education was inadequate and that the institution failed to monitor its programs to ensure compliance.

While the committee agrees that many, if not all, of those interviewed reported receiving rules education at team meetings, the committee questions the effectiveness and consistency of that rules education given the number of student-athletes, coaches and other athletics staff members involved in violations. Five coaches in football and three coaches in men's basketball either had a poor understanding of the rules or felt comfortable breaking them. Additionally, more than 30 student-athletes were involved with the booster, many of whom accepted extra benefits.

For nearly a decade, the booster provided, and student-athletes received a range of impermissible benefits. For nearly a decade, those benefits were completely undetected. It does not appear that the institution conducted an assessment of the effectiveness of its compliance program, particularly in its high-profile sports to determine whether there was any concern for potential violations. Had the institution routinely examined its sports programs, it may have been alerted to the potential for NCAA violations and amended its policies and procedures to combat those identified risks.

³⁹ The committee notes that the violations significant in number and scope span nearly a 10-year period. This would further indicate that the institution and its staff members do not have a long history of self-detecting, self-reporting and self-investigating all potential violations.

Either way, the institution is responsible for the conduct of its intercollegiate athletics program. The scope of that responsibility covers the actions of staff and individuals representing the institution's athletics interests.

In this case it is apparent that individuals within and outside of the program were involved with, and aware of numerous violations. It is also apparent that the former head men's basketball coach failed to promote an atmosphere of compliance. There is nothing to suggest, however, that the institution failed to take timely and appropriate action when it became clear that these violations had occurred. Notwithstanding that, however, an institution is required to put adequate systems in place to prevent and detect violations, as well as take action when they occur.

The committee finds that the institution is responsible for the conduct of individuals in their sports programs, if adequate compliance measures are not in place; they are not effectively communicated to the individuals, or, they are not monitored to ensure that such measures are being followed. The committee concludes that adequate compliance measures did not exist to prevent or effectively deter the violations from occurring in this case.

Institutional Control and Representatives of an Institution's Athletics Interests

As the committee has stated in previous infractions cases, institutions have a greater responsibility to monitor athletics representatives with "insider" or favored status. See *University of Alabama*, Case No. M173 (February 1, 2002), *University of Arkansas*, Case No. M183 (April 17, 2003), *University of Michigan*, Case No. M191 (May 8, 2003), *University of Central Florida*, Case No. M361 (July 31, 2012). In some of those cases, the committee specified that a failure to monitor and control these athletics representatives is demonstrative of either an institutional failure to monitor (*Arkansas*) or a lack of institutional control (*Central Florida*). With regard to the issue of institutional responsibility pertaining to "insider boosters," the committee wrote the following in the *Alabama* decision:

But those athletics representatives provided favored access and "insider" status, frequently in exchange for financial support, are not the typical representative. Their favored access and insider status creates both a greater university obligation to monitor and direct their conduct and a greater university responsibility for any misconduct in which they engage.

This case is apt illustration of the unequivocal obligation to monitor closely those athletics representatives whose financial contributions provide a level of visibility, insider status, and favored access within athletics programs. Their insider status not only gives credence to their claims of authority within a program but also, and however unintended, serves to reward them for the illicit activities in which they engage. [*Alabama* at p. 3]

In *Alabama*, although the committee did not conclude that there was a lack of institutional control, it warned the membership of the obligation to closely monitor "insider boosters" and the greater responsibility institutions bear for the impermissible activity in which these boosters engage. In a later case, *Arkansas*, a failure to monitor was concluded by the committee in large part because of the NCAA violations in which an "insider booster" was implicated. By the time the committee considered *Central Florida*, it concluded a lack of institutional control was appropriate, primarily because of the institution's failure to scrutinize and control the illicit activity of "insider boosters." In its *Central Florida* decision, the committee wrote the following:

Through its decisions in several cases adjudicated in the past decade, the committee has warned the membership of a greater obligation to monitor those individuals, like representative 1, who have insider status, and when violations occur, there is an enhanced responsibility for any violations they may commit. In the introduction of this report, the committee cited the 2003 Michigan decision which was illustrative in the context of this case. [*Central Florida* at p. 53]

In its description of the Alabama booster, the committee stated:

Interestingly, (the booster did not graduate) from the university. (The booster) is a wealthy resident of (city) who was particularly well known as a supporter of the university's football program . . . by university and athletics department staff. Among other things, (the booster) was a self-proclaimed recruiting junkie who had been the friend of the current athletics director; was a frequent financial contributor to the university's athletics program; (and) had a skybox in the football stadium. [*Alabama* at p.2]

The booster in this case shares many of same attributes. In this case, the fact that the booster enjoyed a special status and was well-known by institutional officials was manifested in a variety of ways. In particular, the booster:

- pledged and contributed several hundred thousand dollars to the institution's athletics programs
- leased a suite in the institution's football stadium
- was honored by the institution when it named a student-athlete lounge after him
- was allowed to lead the football team out of the locker room tunnel and onto the field before kickoff
- was granted access to the sidelines during football games
- organized a bowling fundraiser for the men's basketball team attended by institutional officials, out of which he donated \$50,000

The booster at the center of this case was extremely "visible," as reflected in the above activities. By granting him special access and celebrating him with the naming of a student lounge, it is clear that the institution embraced him. He certainly did not "fly under the radar," as the institution asserts but rather was a major supporter of their athletics programs, which creates a greater responsibility to monitor.

Moreover, the record establishes that a former associate director of athletics/compliance had general concerns about donors being provided "way too much access" to the student-athletes, and he voiced those concerns to the athletics administration in place at the time. In November 2007, the former associate director of athletics/compliance actually had an altercation with the booster and again raised those concerns with senior athletics administrators. There is nothing in the record that suggests institutional steps were taken to address the concerns raised by the former associate director of athletics.

The institution failed to exercise control over its football and men's basketball programs. The institution lacked sufficient institutional policies and procedures, as well as lacked adequate monitoring efforts, both of which contributed to their lack of control. The facts as found demonstrate that a number of the indicia of institutional control were absent at the institution. Finally, the committee looked to past cases to analyze the booster's activities. Considering the facts as found and past cases as guidance, the committee concludes that the institution lacked institutional control.

The committee concludes that the facts as found constitute violations of NCAA Constitution 2.8.1 and Bylaw 6.01.1.

V. PENALTIES.

The committee considered the institution's cooperation in the processing of all parts of this case. Cooperation during the infractions process is addressed in NCAA Bylaw 19.01.3 - Responsibility to Cooperate and NCAA Bylaw 32.1.4 – Cooperative Principle (2011-12 Division I NCAA Manual). The committee finds that the cooperation exhibited by the institution was consistent with its obligation under Bylaws 19.01.3.3 and 32.1.4. In addition to its cooperation, the committee notes that the institution understood the nature and the scope of the allegations that were pending. It is clear that the institution substantially agreed with a majority of the violations. It is also clear that the institution, even before the committee conducted the June 2013 hearing, took responsibility for violations, particularly in the football program. For two seasons, the institution limited its football program to regular season competition only, eliminating any postseason competition opportunities, including the 2012 Atlantic Coast Conference Championship game.

Finally, in full consideration of the institution's presentation at the hearing, submissions into the record and conduct to date, the committee prescribes the following sanctions. Those self-imposed by the institution are so noted:

1. Public reprimand and censure.
2. Three years of probation from October 22, 2013, through October 21, 2016.

Football Program

3. **Reduction in Athletics Awards.** The total number of athletically related financial aid awards in football shall be reduced by a combined total of nine during the 2014-15, 2015-16 and 2016-17 academic years. The institution shall reduce the total number of athletics awards during each academic year. The institution has the option of assigning the reductions during those years.
4. During the 2014-15 and 2015-16 academic years, the institution shall be limited when providing complimentary admissions to prospects on unofficial visits. The institution may provide a prospect with complimentary admissions for a maximum of one home athletics event. All other restrictions for unofficial visits, not addressed in the committee's decision, may be found in the applicable bylaws, including NCAA Bylaw 13.7.

5. The institution imposed bans on the football team's participation in postseason bowl games following both the 2011 and 2012 seasons, and withheld the football team from participating in the 2012 ACC Championship game.
6. The institution reduced official paid visits for 2012-13 by 20 percent. The reduction resulted in a total of 36 visits. The institution shall certify that this penalty has been fulfilled in its first annual compliance report.
7. The institution reduced fall evaluations in 2012-13. The institution therefore used 36 of the permissible 42. The institution shall certify that this penalty has been fulfilled in its first annual compliance report.
8. The institution limited coaches during the 2012-13 contact period. The institution reduced available contact days by 20 percent. The institution shall certify that this penalty has been fulfilled in its first annual compliance report.

Penalties Prescribed for the Conduct of Former Assistant Football Coach B

9. The committee acknowledges that the institution that currently employs former assistant football coach B [Institution C] identified the following significant institutional actions with respect to its employee, former assistant football coach B:
 - a. Participate in individual monthly rules-education sessions, in addition to those held with the entire football coaching staff, for a period of one year beginning in June 2011.
 - b. Prohibited off-campus recruiting for two weeks during spring 2011.
 - c. Prohibited off-campus recruiting for the fall 2011 evaluation period.
 - d. Implemented a five-month suspension that prohibited on-campus and off-campus recruiting, all coaching responsibilities, his presence in the football office and the performance of any other duties on behalf of Institution C. The football staff was not permitted to replace former assistant football coach B during the time of the suspension. The suspension was effective March 11, 2013, through August 1, 2013.

Institution C also indicated a willingness to consider additional actions, as proposed by former assistant football coach B, in the event the committee concluded that there were additional violations that he previously did not acknowledge. Institution C will confirm in writing to the committee that it implemented the following:

- e. Implementation of an additional recruiting ban in effect from the date of this decision through June 9, 2014. Former assistant football coach B will be prohibited from any recruiting activity during the remainder of the fall 2013 and spring 2014.
 - f. Two-year freeze on compensation. Former assistant football coach B will not be eligible and will not receive performance raises or bonuses from May 20, 2013, through May 20, 2015.
 - g. Required attendance at NCAA Regional Rules Seminars in 2014 and 2015 at his own cost, as determined by Institution C.
 - h. A "zero tolerance" policy on any violations, including secondary violations, involving former assistant football coach B during his 2013-14 and 2014-15 contract years.⁴⁰
10. **Show-Cause Penalty.** The actions taken by Institution C are separate from the penalties prescribed by the committee. The committee prescribes a two-year show- cause order (October 22, 2013, through October 21, 2015) for former assistant football coach B, adopting the terms identified by Institution C in subparagraphs 9(a) through (g) above. The committee prescribes the following penalties in accordance with NCAA bylaws.

Former assistant football coach B knowingly engaged in unethical conduct, including the offer of impermissible inducements and benefits and providing false and misleading information to the enforcement staff in the investigation of this case. Therefore, former assistant football coach B will be informed in writing by the NCAA that, due to his involvement in the violations set forth in this report, if he leaves Institution C and seeks employment at an another NCAA member institution during the two-year period, then the former assistant football coach B and the employing institution shall appear before the Committee on Infractions to consider whether the member institution should be subject to the show-cause procedures of Bylaw 19.5.2.2-(1) (Division I Manual 2011-12), which could limit his athletically related duties as identified in subparagraphs 9(a) through (g) above, at the new institution for the designated period.

- a. **Regional Rules Seminars.** Further, former assistant football coach B shall be required to attend a NCAA Regional Rules Seminar each year during the period of time which he is employed at a NCAA member institution within the duration of the show cause. Former assistant

⁴⁰ The committee notes that effective August 1, 2013, violations be processed by the enforcement staff under a new violation structure. Violations will be processed as Level I, Level II, Level III, and Level IV violations. See NCAA Bylaw 19.1 (Adopted: 10/30/12 effective 8/1/13) (Division I Manual 2013-14).

football coach B shall certify in writing which sessions of the seminar he attended and, within 30 days of returning to his employing institution, the employing institution shall send a letter to the Office of the Committees on Infractions certifying his attendance at the seminar.

- b. **Institutional Requirement.** Within 30 days of the release of this report or 30 days after the hiring of former assistant football coach B, whichever is later, any employing institution shall file a report with the Office of the Committees on Infractions setting forth its agreement with these restrictions or asking for a date to appear before the committee to contest the restrictions. Every six months thereafter, through the end of the period of the show-cause order, the employing institution shall file further reports detailing its adherence to these restrictions.

Penalties Prescribed for the Conduct of Former Assistant Football Coach C

11. **Show-Cause Penalty.** Former assistant football coach C knowingly engaged in unethical conduct including the offer of impermissible inducements and benefits and providing false or misleading information to the enforcement staff in the investigation of this case. Therefore, former assistant football coach C will be informed in writing by the NCAA that, due to his involvement in the violations set forth in this report, if he seeks employment at an NCAA member institution during a two-year period (October 22, 2013, through October 21, 2015), he and the employing institution shall appear before the Committee on Infractions to consider whether the member institution should be subject to the show-cause procedures of Bylaw 19.5.2.2-(1) (Division I Manual 2011-12), which could limit his athletically related duties at the new institution for a designated period.
 - a. **Regional Rules Seminars.** Further, former assistant football coach C shall be required to attend a NCAA Regional Rules Seminar each year during the period of time which he is employed at an NCAA member institution within the duration of the show cause. Former assistant football coach C shall certify in writing which sessions of the seminar he attended and, within 30 days of returning to his employing institution, the employing institution shall send a letter to the Office of the Committees on Infractions certifying his attendance at the seminar.
 - b. **Institutional Requirement.** Within 30 days of the release of this report or 30 days after the hiring of former assistant football coach C, whichever is later, any employing institution shall file a report with the Office of the Committees on Infractions setting forth its agreement with these restrictions or asking for a date to appear before the committee to contest the restrictions. Every six months thereafter through the end of the period

of the show-cause order, the employing institution shall file further reports detailing its adherence to these restrictions.

Men's Basketball Program

12. **Reduction in Athletics Awards.** The total number of athletically related financial aid awards in men's basketball shall be reduced by a combined total of three during the 2014-15, 2015-16 and 2016-17 academic years. The institution shall reduce the total number of athletics awards by one during each academic year.

Penalties Prescribed for the Conduct of the Former Head Men's Basketball Coach

13. **Restricted Coaching Activities.** The former head men's basketball coach failed in his duty to promote an atmosphere for compliance as set forth in Section IV Analysis Part J. Specifically, the former head men's basketball coach knew that the booster made threats about a potential violation in the program, the former head men's basketball coach took steps to assist former assistant men's basketball coach A with funds to pay the booster, rather than report any concerns to the athletics compliance office. The former head men's basketball coach did not inquire into the relationship between the booster and former assistant men's basketball coaches A and B. Therefore, pursuant to NCAA Bylaw 19.5 (Division I Manual 2011-12), the former head men's basketball coach shall be suspended from all coaching duties for the first five regular season games of the 2013-14 season. The institution that currently employs former head men's basketball coach [Institution B] or any other employing NCAA member institution during the 2013-14 academic year shall adhere to this penalty and the reporting requirements.

If the employing member institution does not agree to this suspension, it shall appear before the committee and show cause why the penalty is not appropriate. The provisions of this suspension require that the former head men's basketball coach not be present in the arena where the games are played and shall not have any contact or communication with members of the men's basketball coaching staff and men's basketball student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time which begins at Midnight the day of the first regular season game and ends at 11:59 p.m. on the day of the fifth regular season game. During that period, the former head men's basketball coach may not participate in any activities including, but not limited to, team travel, practice, film study and team meetings. The results of those contests from which the former head men's basketball coach is suspended shall not count in the former head men's basketball coach's career coaching record.

- a. **Regional Rules Seminars.** While employed at any NCAA member institution during the 2013-14 academic year, the former head men's basketball coach shall attend an NCAA Regional Rules Seminar which takes place during or at the conclusion of that academic year. The former head men's basketball coach shall certify in writing which sessions of the seminar he attended and, within 30 days of his return to his employing institution, the employing institution shall send a letter to the committee certifying his attendance at the seminar.
- b. **Institutional Requirement.** Within 30 days of the release of this report or 30 days after the hiring of the former head men's basketball coach, whichever is later, any employing institution shall file a report with the Office of the Committees on Infractions setting forth its agreement with these restrictions or asking for a date to appear before the committee to contest the restrictions. Every six months thereafter through the end of the period of the show-cause order, the employing institution shall file further reports detailing its adherence to these restrictions.

Penalties Prescribed for the Conduct of Former Assistant Men's Basketball Coach

B

14. **Show-Cause Penalty.** Former assistant men's basketball coach B committed unethical conduct by providing impermissible benefits and inducements and recruiting violations and knowingly furnishing false or misleading information about his involvement and knowledge of those violations, as set forth in Section IV Analysis Part H. Former assistant men's basketball coach B will be informed in writing by the NCAA that, due to his involvement in violations of NCAA bylaws found in this case, if he seeks employment or affiliation in an athletically related position at an NCAA member institution during a two-year period (October 22, 2013, to October 21, 2015), he and the employing institution shall appear before the Committee on Infractions to consider whether the member institution should be subject to the show-cause procedures of Bylaw 19.5.2.2-(1) (Division I Manual 2011-12), which could limit his athletically related duties at the new institution for a designated period.
 - a. **Regional Rules Seminars.** Further, former assistant men's basketball coach B shall be required to attend a NCAA Regional Rules Seminar each year during the period of time which he is employed at a member institution within the duration of the show cause. Former assistant men's basketball coach B shall certify in writing which sessions of the seminar he attended and, within 30 days of returning to his employing institution, the employing institution shall send a letter to the Office of the Committees on Infractions certifying his attendance at the seminar.

- b. **Institutional Requirement.** Within 30 days of the release of this report or 30 days after the hiring of former assistant men's basketball coach B, whichever is later, any employing institution shall file a report with the Office of the Committees on Infractions setting forth its agreement with these restrictions or asking for a date to appear before the committee to contest the restrictions. Every six months thereafter through the end of the period of the show-cause order, the employing institution shall file reports detailing its adherence to these restrictions.

Additional penalties imposed by the institution on sport programs.

15. For all sports, effective April 1, 2010, any institutional staff member who sends an impermissible text message to a prospect will be fined a minimum \$100 per message, and coaches will be suspended from all recruiting activities for seven days to begin immediately on discovery.
16. For each sport involved in a text message or impermissible telephone call violation (football, men's and women's swimming, women's soccer, baseball, men's and women's diving, men's indoor and outdoor track, and women's volleyball), the institution has taken the following punitive actions with respect to those coaches or staff members employed at the time of the action:

Football (120 impermissible texts and 24 impermissible calls).

- Issued letters of reprimand to a then director of football operations; then head football coach; and former assistant football coach D.
- Issued letters of admonishment to former assistant football coach C and four other assistant football coaches.
- Reduced the number of coaches who may recruit off campus, per Bylaw 11.7.4, from seven to five for the 2010 spring evaluation period.
- Limit the number of official paid visits for the 2010-11 academic year to 35, a reduction of four from the three-year average of 39.
- Suspended former assistant football coach D from off-campus recruiting activities for the 2010 spring evaluation period.
- Prohibited any salary increases or bonuses for former assistant football coach D related to the success of the team that would be awarded during the period of January 1 to December 31, 2010.

Women's swimming and diving (three impermissible texts and 12 impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a two-week period during the 2010 calendar year.
- Issued letters of admonishment to the head women's diving coach and the head women's swimming coach.

Women's soccer (one impermissible texts and no impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a one-week period during the 2010 calendar year.

Baseball (one impermissible text-messaging and 12 impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a two-week period during the August 2010 contact period.
- Issued letters of admonishment to the head men's baseball coach and the assistant baseball coach.

Women's indoor and outdoor track (11 impermissible texts and six impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a two-week period during the 2010 calendar year.
- Issued letters of admonishment to director of track and field/cross country; and then assistant women's track and field coach.

Volleyball (two impermissible texts and no impermissible calls)

- Prohibited all recruiting activities by all staff members with all prospects for a one-week period during the 2010 calendar year.
- Issued letter of admonishment to the head women's volleyball coach.

Women's basketball (eight impermissible texts and no impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a two-week period during the 2010 calendar year.
- Issued letters of admonishment to the head women's basketball coach the assistant women's basketball coach.

Men's indoor and outdoor track (no impermissible texts and two impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a one-week period during the 2010 calendar year.
- Issued letter of admonishment to the assistant men's track and field coach.

Women's rowing (three impermissible texts and two impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a one-week period during the 2010 calendar year.
- Issued letter of admonishment to then assistant women's rowing coach.

Men's basketball (two impermissible texts and no impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a one-week period during the 2010 calendar year.
- Issued letter of admonishment to former assistant men's basketball coach B.

Women's tennis (no impermissible texts and two impermissible calls).

- Prohibited all recruiting activities by all staff members with all prospects for a one-week period during the 2010 calendar year.
- Issued letter of admonishment to the head women's tennis coach.

Administration.

- Issued letters of admonishment to a former associate athletics director for compliance.

Committee Prescribed Administrative Penalties and Measures

17. During this period of probation, the institution shall:
 - a. Engage an outside organization with athletics compliance experience to conduct a comprehensive compliance review at the earliest possible date;
 - b. Continue to develop and implement an educational program on NCAA bylaws to instruct the coaches, the faculty athletics representative, all athletics department personnel and all institution staff members with

responsibility for the certification of student-athletes' eligibility for admission, financial aid, practice or competition, recruiting activities and unofficial visits;

- c. Submit a preliminary report to the Office of the Committees on Infractions by December 15, 2013, setting forth a schedule for establishing this compliance and educational program and certifying the completion of Penalties V-6, V-7 and V-8 (above); and
 - d. File with the Office of the Committees on Infractions annual compliance reports indicating the progress made with this program by June of each year during the probationary period. Particular emphasis should be placed on the monitoring and education of athletics representatives. The reports must also include documentation of the institution's compliance with the penalties adopted and prescribed by the committee.
18. During the period of probation, the institution shall:
- a. Inform prospective student-athletes in (affected sports) that the institution is on probation for three years and 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.
 - b. 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 report located on the athletics department's main webpage. 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. The institution may meet its responsibility in a variety of ways and the Office of the Committees on Infraction's approval of the statement will not be unreasonably withheld.
19. The above-listed penalties are independent of and supplemental to any action that has been or may be taken by the Committee on Academic Performance through its assessment of contemporaneous, historical, or other penalties.

20. At the conclusion of the probationary period, the institution's president shall provide a letter to the committee affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
-

As required by NCAA bylaws for any institution involved in an infractions case before the committee, the University of Miami's past infractions case history may be considered in imposing penalties in any future case.

Should the institution or any involved individual appeal the factual findings, violations or the penalties in this case to the NCAA Infractions Appeals Committee, the Committee on Infractions will submit a response to the appeals committee. As set forth in applicable NCAA bylaws and procedures of the Infractions Appeals Committee, penalties which are appealed may be automatically stayed until the appeal is concluded, with all other penalties remaining in effect.

The Committee on Infractions advises the institution that it should take every precaution to ensure that the terms of the penalties are observed. The committee will monitor the penalties during their effective periods. Any action by the institution contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending the institution's probationary period or imposing more severe sanctions or may result in additional allegations and violations. An institution that employs an individual while a show-cause order is in effect against that individual, and fails to adhere to the penalties prescribed, subjects itself to allegations and possible violations.

Should any portion of any of the penalties in this case be set aside for any reason other than by appropriate action of the Association, the penalties shall be reconsidered by the Committee on Infractions. Should any actions by NCAA legislative bodies directly or indirectly modify any provision of these penalties or the effect of the penalties, the committee reserves the right to review and reconsider the penalties.

If there are any questions regarding this report, please do not contact the individual members of the committee. Please direct any inquires to: d1coi@ncaa.org or telephone (317) 917-6080.

NCAA DIVISION I COMMITTEE ON INFRACTIONS

Britton Banowsky, chair
Greg Christopher
Christopher L. Griffin (coordinator of appeals)
Brian R. Halloran
Roscoe C. Howard Jr.
James O'Fallon
Dennis Thomas

Thomas Yeager

APPENDIX ONE –Expanded Case History

APPENDIX TWO – NCAA Bylaws

APPENDIX THREE – Corrective Actions

APPENDIX ONE

Case History

The investigation begins

This case started as a self-report by the institution. The case initially began in November 2009 when the institution notified the NCAA of an internal investigation. In March 2010, the institution self-reported multiple telephone and text-messaging violations. In May of that same year, the institution supplemented the self-report with additional telephone and text-messaging violations. The institution and the enforcement staff conducted joint interviews on campus in June 2010. As a result of that investigation, the enforcement staff sent summary disposition documents to the institution in the fall of 2010.

The investigation expands

The posture of the case began to change in the winter of 2011.⁴¹ On February 23, 2011, the booster sent the enforcement staff a letter detailing potential violations. From March 31 through May 27, 2011, the enforcement staff interviewed the booster over 20 times. On August 15, 2011, the enforcement staff sent a notice of inquiry to the institution and over the next four days conducted 16 interviews on campus. In the fall of 2011, the enforcement staff interviewed the former head men's basketball coach, former assistant men's basketball coaches A and B and former assistant football coaches A and B. In December 2011, enforcement staff interviewed former assistant football coach C. The enforcement staff conducted a second interview with former assistant men's basketball coach B, in February 2012. In May of 2012, the enforcement staff conducted a third interview of former assistant men's basketball coach B. In July 2012, the enforcement staff conducted a second interview of former assistant football coach C. In September 2012, the enforcement staff conducted second and third interviews with the former head men's basketball coach and a second interview with former assistant men's basketball coach A. From 2011 through 2013, the enforcement staff conducted more than 70 interviews with current and former coaches, student-athletes and institutional staff members, in addition to other interviews connected with the case.

Procedural irregularities by the enforcement staff

On January 10, 2013, the enforcement staff met with the institution to discuss procedural irregularities. From January 14-17, 2013, the enforcement staff notified the other involved individuals of the procedural irregularities by the enforcement staff in conducting the investigation. Specifically, as subsequently detailed in a February 18, 2013, Cadwalader report, the enforcement staff engaged the services of an attorney based in Miami, who was also representing the booster in his bankruptcy proceedings, in connection with the investigation of

⁴¹ The matters involved in the summary disposition process were not resolved by that process but were rolled into an expanding investigation.

alleged violations of NCAA bylaws at the institution. That attorney improperly represented the interests of the NCAA in conducting depositions in a United States Bankruptcy proceeding. The use of an attorney's services in representing the interests of the NCAA is not consistent with the policies and procedures governing the NCAA enforcement program.

As a result, the enforcement staff excluded from the case any information obtained during the course of the investigation that (1) was connected with the services performed by the attorney in representing the interests of the NCAA in connection with the United States Bankruptcy proceeding and (2) subsequently flowed from the attorney's provision of those services. Further, the enforcement staff would not rely upon any of the excluded information, either before or at the hearing before the committee.

On February 19, 2013, the enforcement staff provided its notice of allegations to the institution and the involved individuals. This event triggered the committee's involvement in the case.

Committee structures a plan

The committee was faced with ensuring a fair process as the adjudicative and membership body involved in deciding the case. On February 15, 2013, the committee's chair ("the chair") received a request from the institution's counsel to discuss procedural issues presented in the case. On February 20, the chair and the committee's office staff promptly contacted the institution's counsel to inform them that in the interests of fairness and transparency it was better to have a teleconference to allow all parties to understand the procedural issues and to present potentially divergent positions. Bylaws 19.1.2.2 and 32.6.9 grant the chair interim authority to act on behalf of the committee between meetings on certain matters and for the chair, or his designee, to resolve prehearing procedural issues. Based on that authority, the chair sent notice that same day to all parties requesting a conference call on February 22, 2013, to address certain procedural and evidentiary claims involving the depositions (the "Issues"). Resolving the Issues would determine whether the committee could keep the case on track for a timely, fair and efficient hearing. On February 21, 2013, former assistant men's basketball coaches A, B and former assistant football coach C submitted a Motion to Dismiss/Request for Relief from Notice of Allegations.

On February 22, 2013, the chair conducted the prehearing call conceptually detailing a plan to move the case forward and allowing the parties to respond to that plan by a March 6, 2013, deadline.⁴² The next day at a committee agenda session, the committee structured a course of action to handle the Issues in the case. Shortly thereafter, on February 27, 2013, the chair issued a Procedure and Case Scheduling Plan ("Plan") that was consistent with the committee's decision on February 23 and was intended to resolve evidentiary problems embedded in the Issues.

⁴² Former assistant football coach B's counsel was unable to attend the conference call due to a preexisting scheduling conflict. Counsel could, however, subsequently access the transcript and raise concerns, as could any other party.

In that vein, the Plan allowed parties to identify and explain why further information should be excluded from the record of the case so that enforcement staff could not rely on it to support its allegations, nor could the committee consider it. The Plan also permitted the parties to identify excluded information that should be included because it supported a defense to the allegations offered by the institution or an involved individual. Enforcement staff could then respond to those arguments. The Plan left open whether the chair or his designee would resolve the Issues on written submissions or by conducting evidentiary hearing prior to a full hearing. The committee expressed that it did not have authority under NCAA bylaws to dismiss the case or limit the allegations before the hearing on the merits based on the Issues or other claims challenging how the enforcement staff investigated or made allegations in the case. The Plan reiterated that the parties should express any concerns about the process by the deadline. In those ways, it made clear to all parties the goal of resolving the Issues and the committee's commitment to moving the case forward fairly and efficiently so that the committee could hear the case in June.

The institution provided a written submission to the Plan on March 2, 2013. Former assistant football coach B provided his submission on March 5. The former head men's basketball coach provided his submission on March 6. Former assistant men's basketball coaches A, B and former assistant football coach C jointly submitted an email joining the institution's submission. Beyond asking for some limited clarifications on details set forth in the Plan, the responses collectively addressed: difficulties in identifying information on the enforcement staff's secured website, difficulties in making briefing timelines and requesting the full 90 days under Bylaw 32.6.5 to respond, expressing the belief that the committee possesses the authority to dismiss allegations prior to a hearing, and requesting an in-person hearing on the evidentiary issues.⁴³ At the committee chair's request, the committee office staff facilitated the enforcement staff's creation of instructions for accessing key material on the secured website and offering a tutorial to the institution and involved individuals.⁴⁴

The chair issued a March 8, 2013, Amended Procedure and Case Scheduling Plan ("Amended Plan"). After receiving the parties' responses to the Plan, the chair memorialized in the Amended Plan the steps taken to ensure the parties access to key information necessary to resolve the Issues. Again, the chair reiterated that the committee did not have the authority to summarily dismiss allegations prior to a hearing. Importantly, the Amended Plan made clear that the parties were free to raise all issues and arguments in their respective responses to be submitted in accordance with the 90-day response time under Bylaw 32.6.5, unless the parties chose to accelerate the submissions in order to expedite the hearing. The parties were also free to raise all arguments and concerns at the hearing, except for the Issues.

⁴³ Although part of the February 22 conference call former assistant football coach A did not provide a written submission.

⁴⁴ Only the institution participated in a tutorial session.

In light of the need to access key materials on the secured website, the chair extended the written submissions on the Issues until March 29, 2013, in order to afford the institution and involved individuals a reasonable time to review materials and provide written submissions. The chair granted the enforcement staff until April 5, 2013, to respond to those submissions. The Amended Plan identified another committee member as the chair's designee ("designee") to resolve the Issues because it would allow the designee to resolve the Issues and to be recused from the full hearing on the merits in light of the potential that the designee would review information that was otherwise excluded from consideration at a full hearing. The designation thereby avoided potential prejudice and allowed the chair to guide the committee through a full hearing without having been exposed to excluded information. In light of information being attributed in the media to sources and the pressure to make public statements, the Amended Plan reiterated to all participants the ongoing requirement for confidentiality during the infractions process.

On March 19, 2013, the institution provided another written submission taking issue with the Amended Plan, again, arguing that the committee had authority to dismiss allegations prior to a hearing and objecting to the committee's proposed process to address the Issues and to avoid potential prejudice as contained in by the Amended Plan. The former head men's basketball coach joined the institution's submission the same day.

The institution, the former head men's basketball coach, former assistant men's basketball coaches A, B and former assistant football coach C provided their respective written submissions on the Issues under the Amended Plan on March 29, 2013. Former assistant football coach B provided an email adopting other parties' submission on the Issues and objecting to any deadline other than the response deadline established by the bylaws. Essentially, the parties continued to collectively call for dismissing allegations based on the enforcement staff's actions surrounding the Issues, the length of the investigation, as well as raising assorted claims against enforcement staff conduct during the investigation, decisions regarding allegations, public statements made by the NCAA national office, unattributed breaches of confidentiality largely appearing in media reports and general claims of potential prejudice.⁴⁵ Significantly, the institution and involved individuals only requested one student-athlete's interview connected to the Issues be excluded and one interview be included. Further, one involved individual requested review of a series of specific, limited pages from several interviews and a deposition and to un-redact a series of specific, limited pages from five interviews. After reaching near agreement on the evidentiary issues, former assistant men's basketball coaches A, B along with former assistant football coach C provided another written response on April 2, 2013, taking issue with public comments made from the NCAA national office regarding the general status of the case.

⁴⁵ Former assistant football coach B did not provide a written submission based on his position that he was essentially not disputing any allegations against him.

The enforcement staff provided its reply on April 5, 2013, and did not dispute the parties' requests for limited further exclusion and inclusion of information.⁴⁶ On April 12, 2013, the enforcement staff provided a supplemental submission to former assistant men's basketball coaches A, B and former assistant football coach C because the enforcement staff had not provided a copy, nor was it sent to the committee's email address as directed. The enforcement staff incorporated its arguments in the April 5 document, specifically as to the suppression of information related to the Issues. As to former assistant men's basketball coaches A, B and former assistant football coach C, the enforcement staff argued that there that was no "prosecutorial misconduct" during interviews or by the staff's overall conduct, that steps had been taken to assist with the secured website access and that issues of credibility should be reserved for the committee. No further evidentiary disputes between the parties and enforcement staff developed.

The designee reviewed the voluminous documents related to the Plan and the Amended Plan. On April 22, 2013, the designee issued a Supplemental Procedure letter on the Issues ("Supplemental Procedure"). In sum, the Supplemental Procedure determined that the Issues could be resolved on the written submissions. The Supplemental Procedure memorialized that there was no fundamental disagreement and set forth the limited documents to be further excluded, included and information to be shared. The Supplemental Procedure reiterated that the designee's limited charge, applicable bylaws and case authority did not support prehearing dismissal of allegations. Moreover, it recognized that many of the parties' reasons for requesting dismissal of the case or limiting of the allegations were inextricably bound up in the facts connected to the substantive violations and credibility determinations. Therefore, consistent with principles of fairness, economy and the committee's fact-finding responsibility, authority and prudence dictated that the committee entertain those arguments at the hearing on the merits. Again, the committee reminded the parties that they were free to raise all arguments, other than those related to the Issues, in their written responses and at the hearing. Further, as a matter of fairness, parties were free to provide supplemental identification of further information to be excluded or included based on the Issues up and until the time of filing responses on May 20, 2013, thus synchronizing any final deadline for resolution of the Issues to the deadline for responses under Bylaw 32.6.5.

Because there was no disagreement on the Issues and the corresponding concern of potential prejudice was mooted, the Supplemental Procedure released all written submissions on the Issues to the full committee that would hear the case. The Supplemental Procedure again counseled the parties to respect the confidentiality requirements and praised the parties for the quality of the written submissions. In summary, the Plan and the Amended Plan, as well as the apparent agreement between the enforcement staff and the parties, eliminated disputes whether further information should be excluded or included in connection with the Issues.

⁴⁶ Enforcement staff did take issue with a number of the parties' statements regarding enforcement staff conduct, length and management of the investigation and regarding the allegation's made.

There were, however, more filings from the parties. On April 23, 2013, former assistant men's basketball coaches A and B, and former assistant football coach C provided another written submission, objecting to the Supplemental Procedure's release of materials to the full committee by re-raising past arguments, including relying on information connected to the booster and requests related to alleged breaches of confidentiality. On April 29, 2013, the former head men's basketball coach provided another written submission, challenging the enforcement staff's characterization of information and interview methods used in one of his interviews. On May 3, 2013, the enforcement staff responded to the former head men's basketball coach's submission, essentially stating that the Issues raised were better decided by the complete committee. On May 3, 2013, the designee issued another letter responding to the April 23 and April 29 submissions. The designee reiterated the confidentiality requirements, stated that these requests were outside of the designee's charge related to the Issues and reiterated that these types of requests were better addressed by the committee at a full hearing.

On May 15, 2013, former assistant football coach A submitted his response to the notice of allegations. The institution, the former head men's basketball coach, former assistant football coach B, former assistant men's basketball coaches A and B jointly with former assistant football coach C submitted their respective responses on May 20, 2013. The following day, enforcement staff requested a one-day extension for filing the case summary.

On May 23, 2013, former assistant football coach B submitted another request. Former assistant football coach B asserted that two student-athletes' interviews had not been made available to him. Essentially, former assistant football coach B asserted that as to the first interview on August 14, 2012, because he had not been timely provided access to the transcript, it was too late for enforcement staff to add it to the secured website under Bylaw 32.6.4.1. Further, that interview had not been recorded and the interview summary was technically deficient because it did not have the interviewee's signature. Former assistant football coach B also requested that references to it be stricken from other parties' submissions. As to the other student-athlete's interview on August 18, 2011, former assistant football coach B asserted that the interview was necessary for his defense, but he had not been provided access to it. On May 24, 2013, the enforcement staff responded to former assistant football coach B's submission. As to the first interview, the enforcement staff acknowledged the error and indicated that it had timely remedied it, had not relied on it for allegations against him and that nothing in the applicable bylaws preclude the use of an interview summary when attempts to obtain the signature have failed. As to the second interview, the enforcement staff asserted that the interview was not relevant for the allegations against him; however, if instructed to provide it by the committee, it would. Former assistant football coach B then followed a reply to the enforcement staff's response on May 25, 2013, disputing some of the analysis.

Because these issues were not related to the Issues, the chair responded on May 31, 2013, pursuant to Bylaw 32.6.9. In order to prevent any potential prejudice to former assistant football coach B regarding the August 14 interview, the chair directed that the enforcement staff could not use it in any way to prove allegations against him. Further, as a cautionary instruction, the committee would not consider any references to it from other parties' submissions. The

signature Issue was thereby mooted. In order to prevent potential prejudice to former assistant football coach B related to the August 18 interview, the chair directed that the interview be uploaded to the enforcement staff's website immediately and that any timing issue was waived. The chair directed that former assistant football coach B could supplement his response by June 10, 2013, limited to the interview impacting his arguments. Finally, to resolve any potential prejudice to any other party, the chair directed that if the uploading or disclosure of the transcripts affected any other party, they could file a similar request by June 3, 2013. The committee received no request by parties other than former assistant football coach B.

On May 30, 2013, the committee received another submission from the institution. This letter related to the booster's state bar complaint and alleged inaccurate statements made in a criminal trial unrelated to these NCAA infractions proceedings. The upshot of the submission was that this further demonstrated that the enforcement staff should not have relied on the booster for bringing allegations. The former head men's basketball coach joined the institution's submission.

The parties sent another flurry of material to the committee. On June 3, 2013, the former head men's basketball coach submitted final material under Bylaw 32.6.8, which established a 10-day cut-off for submission of additional material prior to a hearing. The submission included a number of sworn statements, interview transcripts and other material obtained by the former head men's basketball coach in the month immediately preceding the hearing. Although inconsistent with the 10-day deadline established in Bylaw 32.6.8, former assistant football coach B, former assistant football coach C, along with former assistant men's basketball coaches A and B submitted a supplement to the Supplement to Response to Notice of Allegations due to the enforcement staff's May 28, 2013, third recorded interview of a student-athlete, slightly over a week after they had submitted their responses. The committee instructed the committee staff to respond. On June 5, 2013, on behalf of the committee, a letter stated that the time period had closed, that the information would be shared with all parties, and if any party objected the committee would determine whether good cause had been shown for the late submission and that any submission after that date would be taken up at the hearing. Consistent with the chair's May 31 letter granting him until June 10 to supplement his response due to the late provision of the transcripts, former assistant football coach B submitted a supplemental response on June 10, 2013.

June 13-14, 2013, infractions hearing

The committee heard the case on June 13-14, 2013, in Indianapolis, Indiana. The hearing is an internal administrative process limited to the record and not a court proceeding. The committee had full opportunity to ask the institution, the involved individuals and the enforcement staff questions related to the underlying allegations. Because there were some limited outstanding questions, the committee did request some additional follow-up information from the institution, the former head men's basketball coach, former assistant football coaches B and C, and the enforcement staff. Equally important, the committee allowed the institution and the involved individuals a full opportunity to explain their respective positions. Based on the level of interconnection between many of the allegations and to encourage transparency, the committee

permitted all parties to remain in the hearing room for all allegations. Further, the current employing institutions for the former head men's basketball coach and former assistant football coach B made statements, in addition to their written statements previously submitted to the committee. At the conclusion of the hearing, the committee permitted the institution and each involved individual to present arguments related to the dismissal of the case or to limit the allegations.

In that vein, at the end of the first day of the hearing, former assistant men's basketball coaches A and B re-raised procedural claims regarding the fairness of the process and public comment on the case initially raised in their March 29 and April 23, 2013, submissions and to a lesser degree in their respective May 20, 2013, responses to the notice of allegations. The former head men's basketball coach re-raised an abbreviated version of the argument detailed in his response to the notice of allegations and that were initially raised in his March 29, 2013, Motion to Dismiss and his April 29, 2013, letter. On the second day of the hearing, former assistant football coach B indicated that he was *not* raising an argument to dismiss the case. Former assistant football coach C incorporated the argument raised by counsel on behalf of former assistant men's basketball coaches A and B the previous day. The institution re-raised its request to limit the allegations to those admitted by the institution and with the corresponding self-imposed penalties.

Post-hearing submissions

Following the hearing, on June 14, 2013, the former head men's basketball coach provided to the committee the requested follow-up information. On June 18, 2013, former assistant football coach C provided his follow-up information to the committee. The institution, former assistant football coach B and the enforcement staff provided their respective follow-up information to the committee on June 25, 2013. On June 14 and June 25, 2013, the former head men's basketball coach provided two additional submissions *not* requested by the committee related to burden of proof and a proffer of arguments by the former head men's basketball coach's co-counsel who did present arguments.⁴⁷ The committee accepted all items into the record and considered them in reaching its decision.

⁴⁷ The former head men's basketball coach had multiple attorneys representing him and asking to speak and make arguments on his behalf. The chair limited him to one speaking representative but in no way limited the arguments that could be raised.

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2005-06 Manual

12.3.1.2 Benefits from Prospective Agents. An individual shall be ineligible per Bylaw 12.3.1 if he or she (or his or her relatives or friends) accepts transportation or other benefits from: *(Revised: 1/14/97)*

- (a) Any person who represents any individual in the marketing of his or her athletics ability. The receipt of such expenses constitutes compensation based on athletics skill and is an extra benefit not available to the student body in general; or
- (b) An agent, even if the agent has indicated that he or she has no interest in representing the student-athlete in the marketing of his or her athletics ability or reputation and does not represent individuals in the student-athlete's sport. *(Adopted: 1/14/97)*

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

2006-07 Manual

12.3.1.2 Benefits from Prospective Agents. An individual shall be ineligible per Bylaw 12.3.1 if he or she (or his or her relatives or friends) accepts transportation or other benefits from: *(Revised: 1/14/97)*

- (a) Any person who represents any individual in the marketing of his or her athletics ability. The receipt of such expenses constitutes compensation based on athletics skill and is an extra benefit not available to the student body in general; or
- (b) An agent, even if the agent has indicated that he or she has no interest in representing the student-athlete in the marketing of his or her athletics ability or reputation and does not represent individuals in the student-athlete's sport. *(Adopted: 1/14/97)*

13.1.3.1.1 Exception – Divisions 1-A and 1-AA Football. [1-A/1-AA] In Divisions 1-A and 1-AA football, one telephone call to a prospect [or a prospect's relatives or legal guardian(s)] may be made during the month of May of the prospect's junior year in high school. Additional telephone calls to a prospect [or a prospect's relatives or legal guardian(s)] may not be made before September 1 of the beginning of the prospect's senior year in high school; thereafter, such telephone contact is limited to once per week outside of a contact period. During a contact period, such telephone contact may be made at the institution's discretion. *(Revised: 1/10/91 effective 7/1/91, 1/16/93, 1/11/94 effective 3/15/94, 1/10/95, 1/14/97 effective 5/1/97, 10/28/97)*

2007-08 Manual

11.7.1.2 Recruiting Coordination Functions. All recruiting coordination functions (except routine clerical tasks) must be performed by the head coach or one or more of the assistant coaches who count toward the numerical limitations in Bylaw 11.7.4. Such functions include: *(Revised: 4/27/06 effective 8/1/06)*

- (a) Activities involving athletics evaluation and/or selection of prospects;
- (b) Making telephone calls to or receiving telephone call from prospective student-athletes (or prospective student-athletes' parents, legal guardians or coaches); and *(Revised: 12/12/06)*;
- (c) Preparation of general recruiting correspondence (including electronic correspondence) to prospective student-athletes (or prospective student-athlete's parents or legal guardians). *(Revised: 12/12/06)*

13.01.2 Institutional Responsibility in Recruitment. A member of an institution's athletics staff or a representative of its athletics interests shall not recruit a prospective student-athlete except as permitted by this Association, the institution and the member conference, if any.

13.1.1.1 High School Prospective Student-Athletes. Off-campus recruiting contacts shall not be made with a prospective student-athlete or the prospective student-athlete's relatives or legal guardian(s) before July 1 following the prospective student-athlete's completion of the junior year in high school (July 15 in women's gymnastics). U.S. service academy exceptions to this provision are set forth in Bylaw 13.16.1. *(Revised: 1/10/91 effective 7/1/91, 1/11/94 effective 3/15/94, 1/10/95, 1/14/97 effective 5/1/97, 10/28/97, 4/26/01 effective 8/1/01, 4/29/04 effective 8/1/04, 4/28/05, 1/9/06, 2/26/07)*

13.1.3.1 – Time Period for Telephone Calls – General Rule. Telephone calls to a prospective student-athlete [or the prospective student-athlete's relatives or legal guardian(s)] may not be made before July 1 following the completion of the prospective student-athlete's junior year in high school (subject to the exceptions below); thereafter, staff members shall not make such telephone calls more than once per week. *(Revised: 1/10/91 effective 7/1/91, 1/16/93, 1/9/96 effective 8/1/96, 4/22/98, 4/26/01, 4/29/04 effective 8/1/04, 4/28/05 effective 8/1/05, 1/9/06)*

13.1.3.1.1 Exception – Football. [FBS/FCS] In football, one telephone call to a prospective student-athlete [or a prospective student-athlete's relatives or legal guardian(s)] may be made from April 15 through May 31 of the prospective student-athlete's junior year in high school. Additional telephone calls to a prospective student-athlete [or a prospective student-athlete's relatives or legal guardian(s)] may not be made before September 1 of the beginning of the prospective student-athlete's senior year in high school; thereafter, such telephone contact is limited to once per week outside of a contact period. During a contact period, such telephone contact may be made at the institution's discretion. *(Revised: 1/10/91 effective 7/1/91, 1/16/93, 1/11/94 effective 3/15/94, 1/10/95, 1/14/97 effective 5/1/97, 10/28/97, 1/8/07)*

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

- (f) Any tangible items, including merchandise;
- (h) Free or reduced-cost housing;

13.4.1.2 Electronic Transmissions. Electronically transmitted correspondence that may be sent to a prospective student-athlete is limited to electronic mail and facsimiles. (See Bylaw 13.1.7.2.) All other forms of electronically transmitted correspondence (e.g., Instant Messenger, text messaging) are prohibited. Color attachments may be included with electronic mail correspondence sent to a prospective student-athlete, provided the attachment only includes information that is not created for recruiting purposes, except for items that are specifically permitted as printed recruiting materials (e.g., questionnaires). In addition, attachments shall not include any animation, audio or video clips and there shall be no cost (e.g., subscription fee) associated with sending the item attached to the electronic mail correspondence. (*Adopted: 4/28/05 effective 8/1/05 for publications prepared for the 2005-06 academic year and after, Revised: 12/1/06, 4/26/07 effective 8/1/07*)

13.5.2.6 Transportation of Prospective Student-Athlete's Relatives, Friends or Legal Guardian(s). An institution shall not permit its athletics department staff members or representatives of its athletics interests to pay, provide or arrange for the payment of transportation costs incurred by relatives, friends or legal guardian(s) of a prospective student-athlete to visit the campus or elsewhere however, an institution may:

- (a) Provide automobile-mileage reimbursement to a prospective student-athlete on an official visit, even if relatives or friends accompany the prospective student-athlete; and (*revised: 1/11/94, 5/12/05*)
- (b) Provide local transportation between its campus and the nearest airport for the parents, relatives or legal guardian(s) of a prospective student-athlete making an official visit.

13.6.2.2.1 First Opportunity to Visit. A prospective student-athlete may not be provided an expense-paid visit earlier than the opening day of classes of the prospective student-athlete's senior year in high school. Violations of this bylaw shall be considered institutional violations per Constitution 2.8.1; however, such violations shall not affect the prospective student-athlete's eligibility. (*Revised: 11/1/01 effective 4/1/02, 4/3/02, 8/5/04, 4/28/05, 5/12/05*)

13.6.7.1.1 Meals and Lodging While in Transit. It is permissible for an institution to pay a prospective student-athlete's actual costs for reasonable expenses (e.g., meals, lodging) incurred while traveling to and from campus on the official visit.

13.6.8 Entertainment on Official Visit for Spouse, Parent or legal Guardian of Prospective Student-Athlete. A member institution shall limit entertainment and lodging on the prospective student-athlete's official visit to a prospective student-athlete, the prospective student-athlete's parents [or legal guardian(s)] and spouse. An institution shall limit meals on the prospective student-athlete's official visit to a prospective student-athlete, the prospective student-athlete's parents [or legal guardian(s)], spouse and children. (*Revised: 1/9/06*)

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

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

2008-09 Manual

11.3.1 Control of Employment and Salaries. The institution, as opposed to any outside source, shall remain in control of determining who is to be its employee and the amount of salary the employee is to receive within the restrictions specified by NCAA legislation.

11.3.2.2 Supplemental Pay. An outside source is prohibited from paying or regularly supplementing an athletics department staff member's annual salary and from arranging to supplement that salary for an unspecified achievement. This includes the donation of cash from outside sources to the institution earmarked for the staff member's salary or supplemental income. It would be permissible for an outside source to donate funds to the institution to be used as determined by the institution, and it would be permissible for the institution, at its sole discretion, to use such funds to pay or supplement a staff member's salary.

11.7.1.2 Recruiting Coordination Functions. The following recruiting coordination functions (except related routine clerical tasks) must be performed by the head coach or one or more of the assistant coaches who count toward the numerical limitations in Bylaw 11.7.4: *(Revised: 4/24/06 effective 8/1/06, 4/24/08 effective 8/1/08)*

- (a) Activities involving athletics evaluations and/or selection of prospective student-athletes; and *(Revised 4/24/08 effective 8/1/08)*
- (b) Making telephone call to or receiving telephone calls from prospective student-athletes (or prospective student-athletes' parents, legal guardians or coaches). *(Revised: 1/12/06, 4/24/08, effective 8/1/08)*

13.01.2 Institutional Responsibility in Recruitment. A member of an institution's athletics staff or a representative of its athletics interests shall not recruit a prospective student-athlete except as permitted by this Association, the institution and the member conference, if any.

13.01.4 Recruiting by Representative of Athletics Interests. Representatives of an institution's athletics interests (as defined in Bylaw 13.02.13) are prohibited from taking in-person, on- or off-campus recruiting contacts, or written or telephonic communications with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians. Specific examples of exceptions to the application of this regulation are set forth in Bylaw 13.1.2.2 (see Bylaw 13.1.3.5.1.1).

13.1.2.1 General Rule. All in-person, on- and off-campus recruiting contacts with a prospective student-athlete's relatives or legal guardian(s) shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section. Violations of this bylaw involving individuals other than a representative of an institution's athletics interests shall be considered institutional violations per Constitution 2.8.1; however, such violations shall not affect the prospective student-athlete's eligibility. *(Revised: 8/5/04)*

13.1.2.7 Student-Athletes. The following conditions apply to recruiting activities involving enrolled student-athletes:

- (a) **Off-campus contacts.** Off-campus, in-person recruiting contacts that are unavoidable incidental contacts between enrolled student-athletes (or other enrolled students) and a prospective student-athlete are permissible if such contacts do not occur at the direction of a coaching staff member. If unavoidable incidental contact occurs between a student-athlete and a prospective student-athlete (even at the prospective student-athlete's high school), such contact is permissible, provided the institution had no prior knowledge of the occurrence of the contact. *(Revised: 5/29/08)*
- (b) **Transportation and expenses.** An institution may not provide an enrolled student-athlete with transportation or expenses to recruit a prospective student-athlete except for those expenses specified in Bylaw 13.6.7.5 when the student-athlete serves as a student host. *(Revised: 8/5/04, 5/29/08)*
- (c) **Written correspondence.** It is permissible for an enrolled student-athlete to engage in written correspondence, provided it is not done at the direction or expense of the member institution. *(Revised 5/29/08)*

13.1.3.1 Time Period for Telephone Calls – General Rule. Telephone calls to an individual (or the individual's relatives or legal guardians) may not be made before July 1 following the completion of the individual's junior year in high school (subject to the exceptions below); thereafter, staff members shall not make such telephone calls more than once per week. *(Revised: 1/10/91 effective 7/1/91, 1/16/93, 1/9/96 effective 8/1/96, 4/22/98, 4/26/01/29/04 effective 8/1/04, 4/28/05 effective 8/1/05, 1/9/06, 6/13/08)*

13.2.1 General Regulation. An institution's staff member or any representative of its athletics interests shall not be involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by prospective a *[sic]* 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., foreign students, minority students) determined on a basis unrelated to athletics ability. *(Revised: 10/28/97, 11/1/00, 3/24/05)*

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

- (b) Gift of clothing or equipment;
- (e) Cash or like items;
- (f) Any tangible items, including merchandise;
- (g) Free or reduced-cost services, rentals, or purchases of any type;
- (h) Free or reduced-cost housing;

13.4.1.2 Electronic Transmissions. Electronically transmitted correspondence that may be sent to a prospective student-athlete (or the prospective student-athlete's parents or legal guardians) is limited to electronic mail and facsimiles. (See Bylaw 13.1.7.2) All other forms of electronically transmitted correspondence (e.g., Instant Messenger, text messaging) are prohibited. Color attachments may be included with electronic mail correspondence sent to a prospective student-athlete, provided the attachment only includes information that is not created for recruiting purposes, except for items that are specifically permitted as printed recruiting materials (e.g., questionnaires). In addition, attachments shall not include any animation, audio or video clips and there shall be no cost (e.g., subscription fee) associated with sending the item attached to the electronic mail correspondence. *(Adopted: 4/28/05 effective 8/1/05 for publications prepared for the 2005-06 academic year and after. (Revised: 12/12/06, 4/26/07 effective 8/1/07, 4/15/08)*

13.5.1 General Restrictions. An institution may not provide transportation to a prospective student-athlete other than on the official paid visit or, on an unofficial visit, to view a practice or competition site and other institutional facilities and to attend a home athletics contest at any local facility when accompanied by an institutional staff member (see Bylaw 13.02.5.1 and 13.7.3). During the official paid visit, transportation may be provided to view a practice or competition site and other institutional facilities located outside a 30-mile radius of the institution's campus. For violations of this bylaw in which the value of the offer or inducement is \$100 or less, the eligibility of the individual (prospective or enrolled student-athlete) shall not be affected conditioned upon the individual repaying the value of the benefit to a charity of his or her choice. The individual, however, shall remain ineligible from the time the institution has knowledge of the receipt of the impermissible benefit until the individual repays the benefit. Violations of this bylaw remain institutional violations per Constitution 2.8.1, and documentation of the individual's repayment shall be forwarded to the enforcement services staff with the institution's self-report of the violation. *(Revised: 1/11/89, 10/28/97, 11/1/00, 1/9/06 effective 8/1/06, 4/27/06)*

13.5.2.6 Transportation of Prospective Student-Athlete's Relatives, Friends or Legal Guardians. An institution shall not permit its athletics department staff members or representatives of its athletics interests to pay, provide or arrange for the payment of transportation costs incurred by relatives, friends or legal guardians of a prospective student-athlete to visit the campus or elsewhere; however, an institution may:

- (a) Provide automobile-mileage reimbursement to a prospective student-athlete on an official visit, even if relatives or friends accompany the prospective student-athlete; *(Revised: 1/11/94, 5/12/05)*
- (b) Permit the parents or legal guardians of a prospective student-athlete to ride in an automobile driven by a coaching staff member for the purpose of providing ground

transportation to a prospective student-athlete as part of an official visit; and (*Adopted: 1/14/08 effective 8/1/08*)

- (c) Provide transportation between its campus and any bus or train station or airport for the parents, relatives, or legal guardians of a prospective student-athlete making an official visit. (*Revised: 7/27/07*)

13.5.3 Transportation on Unofficial Visit. During any unofficial recruiting visit, the institution may provide the prospective student-athlete with transportation to view practice and competition sites in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility (see Bylaws 13.02.5.1 and 13.7.3). An institutional staff member must accompany the prospective student-athlete during such a trip. Payment of any other transportation expenses, shall be considered a violation. For violations in which the value of transportation is \$100 or less, the eligibility of the individual (prospective or enrolled student-athlete) shall not be affected conditioned upon the individual repaying the value of the benefit to a charity of his or her choice. The individual, however, shall remain ineligible from the time the institution has knowledge of the receipt of the impermissible benefit until the individual repays the benefit. Violations of this bylaw remain institutional violations per Constitution 2.8.1, and documentation of the individual's repayment shall be forwarded to the enforcement services staff with the institution's self-report of the violation. (*Revised: 1/11/89, 4/27/0, 3/10/04, 4/28/05, 1/9/06 effective 8/1/06, 4/27/06*)

13.6.7.4 Cash to Prospective Student-Athlete. The institution or representatives of its athletics interests shall not provide cash to a prospective student-athlete for entertainment purposes.

13.6.8 Entertainment on Official Visit for Spouse or Legal Guardian of Prospective Student-Athlete. A member institution shall limit entertainment and lodging on the prospective student-athlete's official visit to a prospective student-athlete, the prospective student-athlete's parents [or legal guardian(s)] and spouse. An institution shall limit meals on the prospective student-athlete's official visit to a prospective student-athlete, the prospective student-athlete's parents [or legal guardian(s)], spouse and children. (*Revised: 1/9/06*)

13.7.2.1 General Restrictions. During an unofficial visit, the institution may not pay any expenses or provide any entertainment except a maximum of three complimentary admissions (issued only through a pass list) to a home athletics event at any facility within a 30 mile radius of a member institution's main campus in which the institution's intercollegiate team practice or competes. Such complimentary admission are for the exclusive use of the prospective student-athlete and those persons accompanying the prospective student-athlete on the visit and must be issued on an individual-game basis. Such admissions may provide seating only in the general seating area of the facility used for conducting the event. Providing seating during the conduct of the event (including intermission) for the prospective student-athlete or the prospective student-athlete's parents [or legal guardian(s)] or spouse in the facility's press box, special seating box(es) or bench area is specifically prohibited. (*Revised: 1/10/90 effective 8/1/90, 1/11/94, 4/24/03*)

13.7.2.1.1 Meals. A prospective student-athlete on an unofficial visit to an institution may pay the actual cost of meals (or the regular cost of training-table meals) and eat with other prospective student-athletes who are on their official visits or with enrolled student-athletes.

13.8.1 Entertainment Restrictions. Entertainment of a high school, preparatory school or two-year college coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved shall be limited to providing a maximum of two complimentary admissions (issued only through a pass list) to home intercollegiate athletics events at any facility within a 20-mile radius of the institution's main campus, which must be issued on an individual-game basis. Such entertainment shall not include food and refreshments, room expenses, or the cost of transportation to and from the camps or the athletics event. It is not permissible to provide complimentary admissions to any postseason competition (e.g., NCAA championship, conference tournament, bowl game). An institutional coaching staff member is expressly prohibited from spending funds to entertain the prospective student-athlete's coach on or off the member institution's campus. For violations in which the value of the benefit is \$100 or less, the eligibility of the prospective student-athlete shall not be affected conditioned on the prospective student-athlete (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repaying the value of the benefit to a charity of his or her choice. However, the prospective student-athlete shall remain ineligible from the time the institution has knowledge of receipt of the impermissible benefit until the prospective student-athlete (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which prospective student-athlete is involved) repays the benefit. Violations of the bylaw remain institutional violations per Constitution 2.8.1, and documentation of the prospective student-athlete's (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repayment shall be forwarded to the enforcement staff. *(Revised: 4/3/02, 8/5/04, 4/28/05 effective 8/1/05)*

13.8.2 Material Benefit. Arrangements by an institution that involve a material benefit for a high school, preparatory school or two-year college coach, or for any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved, (e.g., the provision of a gift such as a tangible item bearing the institution's insignia, the offer to pay a portion of the coach's or other individual's personal expenses, compensation based on the number of campers sent to an institution's camp, or an arrangement to provide transportation for the coach or other individual) are prohibited. For violations in which the value of the benefit is \$100 or less, the eligibility of the prospective student-athlete shall not be affected conditioned on the prospective student-athlete (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospect is involved) repaying the value of the benefit to a charity of his or her choice. However, the prospective student-athlete shall remain ineligible from the time the institution has knowledge of receipt of the impermissible benefit until the prospective student-athlete (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is

involved) repays the benefit. Violations of this bylaw remain institutional violations per Constitution 2.8.1, and documentation of the prospective student-athlete's (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repayment shall be forwarded to the enforcement staff. *(Revised: 8/5/04)*

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

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

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

2009-10 Manual

10.1 UNETHICAL CONDUCT.

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member (e.g., coach, professor, tutor, teaching assistant, student manager, or student trainer) may include, but is not limited to the following: *(Revised: 1/10/90, 1/9/96, 2/22/01)*

- (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid; *(Revised: 1/9/96)*

12.3.1.2 Benefits from Prospective Agents. An individual shall be ineligible per Bylaw 12.3.1 if he or she enters into a verbal or written agreement with an agent for representation in future professional sports negotiations that are to take place after the individual has completed his or her eligibility in that sport.

13.1.3.1 Time Period for Telephone Calls – General Rule. Telephone calls to an individual (or his or her relatives or legal guardians) may not be made before July 1 following the completion of his or her junior year in high school (subject to the exceptions below); thereafter, staff members shall not make such telephone calls more than once per week. *(Revised: 1/10/91 effective 7/1/91, 1/16/93, 1/9/96 effective 8/1/96, 4/22/98, 4/26/01, 4/29/04 effective 8/1/04, 4/28/05 effective 8/1/05, 1/9/06, 6/13/08)*

13.1.3.1.1 Exception – Football [FBS/FCS]. In football, one telephone call to an individual (or the individual's relatives or legal guardians) may be made from April 15 through May 31 of the individual's junior year in high school. Additional telephone calls to an individual (or the individual's relatives or legal guardians) may not be made before September 1 of the beginning

of the individual's senior year in high school; thereafter, such telephone contact is limited to once per week outside of a contact period. During a contact period, such telephone contact may be made at the institution's discretion. (Revised: 1/10/91 effective 7/1/91, 1/16/93, 1/11/94 effective 3/15/94, 1/10/95, 1/14/97 effective 5/1/97, 1/8/07)

13.4.1.2 Electronic Transmissions. Electronically transmitted correspondence that may be sent to a prospective student-athlete (or the prospective student-athlete's parents or legal guardians) is limited to electronic mail and facsimiles. (See Bylaw 13.1.7.2) All other forms of electronically transmitted correspondence (e.g., Instant Messenger, text messaging) are prohibited. Color attachments may be included with electronic mail correspondence sent to a prospective student-athlete, provided the attachment only includes information that is not created for recruiting purposes, except for items that are specifically permitted as printed recruiting materials (e.g., questionnaires). In addition, attachments shall not include any animation, audio or video clips and there shall be no cost (e.g., subscription fee) associated with sending the item attached to the electronic mail correspondence. (*Adopted: 4/28/05 effective 8/1/05, Revised: 12/12/06, 4/26/07 effective 8/1/07, 4/15/08*)

2010-11 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 (e.g., coach, professor, tutor teaching assistant, student manager, student trainer) may include, but is not limited to, the following (*Revised: 1/10/90, 1/9/96, 2/22/01*)

- (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid; (*Revised: 1/9/96*)

11.1.2.1 Responsibility of Head Coach. It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach. (*Adopted 4/28/05*)

13.01.2 Institutional Responsibility in Recruitment. A member of an institution's athletics staff or a representative of its athletics interests shall not recruit a prospective student-athlete except as permitted by this Association, the institution and the member conference, if any.

13.01.4 Recruiting by Representatives of Athletics Interests. Representatives of an institution's athletics interests (as defined by Bylaw 13.02.13) are prohibited from making in-

person, on- or off-campus recruiting contacts, or written or telephonic communications with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians. Specific examples of exceptions to the application of this regulation are set forth by Bylaw 13.1.2.2 (see Bylaw 13.1.3.5.1.1).

13.1.2.1 General Rule. All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section. Violations of this bylaw involving individuals other than a representative of an institution's athletics interests shall be considered institutional violations per Constitution 2.8.1; however, such violations shall not affect the prospective student-athlete's eligibility. *(Revised: 8/5/04)*

13.2.1 General Regulation. An institution's staff member or any representative of its athletics interests shall not be involved directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by prospective a *[sic]* 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. *(Revised: 10/28/97, 11/1/00, 3/24/05)*

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

(g) Free or reduced-cost services, rentals or purchases of any type;

13.8.1 Entertainment Restrictions. Entertainment of a high school, preparatory school or two-year college coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved shall be limited to providing a maximum of two complimentary admissions (issued only through a pass list) to home intercollegiate athletics events at any facility within a 30-mile radius of the institution's main campus, which must be issued on an individual-game basis. Such entertainment shall not include food and refreshments, room expenses, or the cost of transportation to and from the campus or the athletics event. It is not permissible to provide complimentary admissions to any postseason competition (e.g., NCAA championship, conference tournament, bowl game). An institutional coaching staff member is expressly prohibited from spending funds to entertain the prospective student-athlete's coach on or off the member institution's campus. For violations in which the value of the benefit is \$100 or less, the eligibility of the prospective student-athlete shall not be affected conditioned on the prospective student-athlete (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repaying the value of the benefit to a charity of his or her choice. However, the prospective student-athlete shall remain ineligible from the time the

institution has knowledge of receipt of the impermissible benefit until the prospective student-athlete (or the high school, college-preparatory, or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repays the benefit. Violations of this bylaw remain institutional violations per Constitution 2.8.1, and documentation of the prospective student-athlete's (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repayment shall be forwarded to the enforcement services staff. *(Revised: 4/3/02, 8/5/04, 4/28/05 effective 8/1/05)*

13.8.2 Material Benefit. Arrangements by an institution that involved a material benefit for a high school, preparatory school or two-year college coach, or for any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved, (e.g., the provision of a gift such as a tangible item bearing the institution's insignia, the offer to pay a portion of the coach's or other individual's personal expenses, compensation based on the number of campers sent to an institution's camp, or an arrangement to provide transportation for the coach or other individual) are prohibited. For violations in which the value of the benefit is \$100 or less, the eligibility of the prospective student-athlete shall not be affected conditioned on the prospective student-athlete (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospect is involved) repaying the value of the benefit to a charity of his or her choice, However, the prospective student-athlete shall remain ineligible from the time the institution has knowledge of receipt of the impermissible benefit until the prospective student-athlete (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repays the benefit. Violations of this bylaw remain institutional violations per Constitution 2.8.1, and documentation of the prospective student-athlete's (or the high school, college-preparatory school or two-year coach or any other individual responsible for teaching or directing an activity in which a prospective student-athlete is involved) repayment shall be forwarded to the enforcement services staff. *(Revised: 8/5/04)*

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

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

- (a) A loan of money;
- (b) A guarantee of bond;
- (c) An automobile or the use of an automobile;
- (d) Transportation (e.g., a ride home with a coach), except as permitted in Bylaw 16.9.1-(e), even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense; or

- (e) Signing or co-signing a note with an outside agency to arrange a loan.

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: *(Revised: 1/10/90, 1/9/96, 2/22/01, 10/5/10)*

- (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; *(Revised: 1/16/10)*

2012-13 Manual

NCAA Constitution 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.

NCAA Constitution 6.01.1 Institutional Control. The control and responsibility for the conduct of intercollegiate athletics shall be exercised by the institution itself and by the conference(s), if any, of which is it a member. Administrative control or faculty control, or a combination of the two, shall constitute institutional control.

Appendix Three

Institution's Corrective Actions

1. Implemented software in order to more adequately monitor telephone calls and text messages.
2. Broadened the number of telephone numbers for prospects and members of their family as part of the auditing process. With the inclusion of more numbers, a closer scrutiny of any impermissible calls can be developed.
3. Added an acknowledgement statement at the bottom of the institution's telephone log form above the coach's signature indicating that no text messages have been sent and that all calls for recruiting purposes have been made by an institution-administered cellular or office telephone.
4. Require all current institution coaching staff members named in this inquiry to attend an educational session on NCAA compliance.
5. Enhanced educational efforts.

Coaches:

- Meet individually with each sport on monthly basis during the academic year
- Conduct head coaches meetings (4) and all coaches meetings (3) during calendar year
- Produce monthly compliance newsletter
- Create bi-weekly compliance hot topics
- Provide updates and reminders as appropriate on issues as they arise

Student-athletes:

- Conduct pre and postseason educational meetings
- Increase number educational sessions for football, men's basketball, women's basketball and baseball
- Create focused education for elite athletes
- Enhance student-athlete section of the institution's compliance website
- Use social media, text, e-mail to share hot topics with student-athletes
- Work with communications staff to enhance use of social media

Institutional Staff:

- Conduct education sessions twice a year with all departments within athletics
- Require rules education test be completed by all department staff
- Meet annually with appropriate groups across campus to provide education (this includes the institution's Advancement Office)

- Establish a formal liaison relationship between compliance office and the institution Advancement Office

Booster/Community:

- Enhance booster brochure
 - Provide compliance information in all ticket and development mailings
 - Provide education in football suites – update information for each game
 - Attend Hurricane Club spring tour events as appropriate
 - Conduct a compliance corner via social media, use communications staff to deliver
 - Enhance social media efforts
 - Enhance institution's compliance website
 - Provide in-person education to Golden Canes
 - Provide in-person/written education to key donors who are provided access to practice and sidelines
 - Produce compliance video to air during competitions
 - Provide education to local businesses regarding NCAA rules
6. Limited donor access to student-athletes, facilities and team travel.
 7. Developed and implemented sideline/all access credential policy.
 8. Enhanced staffing.
 9. Implemented a new monitoring software.
 10. Implemented a new equipment monitoring system and hired a director of equipment.
 11. Implemented covered individual policy in football and men's basketball.
 12. Moved compliance office to be in proximity to academic staff. This creates much greater accessibility to student-athletes.
 13. Compliance will review and approve all former student-athletes that are provided usage of any institutional facility. Any donor who is not a former student-athlete will not have access to institutional facilities unless a special exception is granted by the director of athletes.
 14. Implement compliance review and approval of all official visits activities.
 15. Increase compliance staff travel with teams for away games.
 16. Formalized quarterly meetings between senior associate director of athletics/SWA and associate director of athletics for compliance with the president and director of athletics. Athletics will continue to have direct access to the president for any compliance related issue.
 17. Establish a formal relationship between compliance office and the institution's Advancement Office.

Corrective actions taken by employing institution (Institution D) for former assistant football coach D

Former assistant football coach D's position as director of football operations does not involve the recruiting prospects. Institution D's compliance office commits to the following:

1. Effectively monitoring former assistant football coach D's activities to ensure he does not commit violations at the institution.
2. Using software that monitors 100 percent of calls and text messages made from the land and cellular lines of all institutional employees, including former assistant football coach D's, and all prospects' and their families' numbers.
3. Conducting five monthly compliance education meetings for football and all sports, at which former assistant football coach D is required to be present.
4. Providing former assistant football coach D with educational newsletters, regular bulletins and rules reminders on updated interpretations and legislative changes.
5. Requiring former assistant football coach D to take the NCAA recruiting test and score a passing grade to assess his NCAA rules knowledge; providing remediation in any deficient areas.
6. Meeting with former assistant football coach D individually on a weekly basis to discuss developments in football operations.