



BARRY UNIVERSITY
PUBLIC INFRACTIONS DECISION
APRIL 16, 2019

I. INTRODUCTION

The NCAA Division II Committee on Infractions (COI) is an independent administrative body comprised of individuals from the NCAA Division II membership and the public charged with deciding infractions cases involving member institutions and their staffs. The violations in this case occurred over a three-year period and centered on Barry University men's soccer student-athletes receiving compensation for work they did not perform in conjunction with their federal work study positions.¹ Due to the length of time over which the violations occurred and the amount of impermissible compensation received, the parties agreed that Barry failed to monitor the work-study program. The COI considers this case through the cooperative summary disposition process in which all parties agreed to the primary facts and violations as fully set forth in the summary disposition report (SDR). Because Barry agreed to the violations and proposed penalties, it has no opportunity to appeal.

A failure to properly oversee work-study positions in the men's soccer program resulted in student-athletes receiving pay for work not performed. From January 2015 through February 2018, monitoring failures by Barry's human resources department, lackadaisical supervision by men's soccer coaches, along with educational shortcomings, allowed 13 men's soccer student-athletes to log excessive work-study hours and receive compensation for work not performed. On occasion, these student-athletes collectively logged over 40 hours and up to 161.5 hours per week to complete their job duties when a total of only 37 to 40 work-study hours was supposed to be available. This resulted in a total impermissible benefit of approximately \$30,500. Because of these failures in supervision and education, Barry and the enforcement staff agreed the institution failed to monitor work-study positions within the men's soccer program and ensure compliance with extra benefit and financial aid legislation. The underlying infractions constitute major violations in the areas of amateurism, financial aid and extra benefits legislation. The failure to monitor is also a major violation.

The COI accepts the parties' factual agreements and concludes that major violations occurred. Utilizing NCAA bylaws authorizing penalties, the COI adopts and prescribes the following penalties: three years of probation, a financial penalty and scholarship reductions in men's soccer. The penalty section of this decision details these and other penalties.

¹ A member of the Sunshine State Conference, Barry's total enrollment is approximately 7,500. The institution sponsors seven women's sports and five men's sports. This is Barry's first major infractions case.

II. CASE HISTORY

During a routine audit in February 2018, the institution discovered anomalies in the hours reported by men's soccer student-athletes associated with their work-study positions. The institution investigated the matter from February through April 2018 and reported violations to the NCAA enforcement staff in May 2018. During August and September 2018, the enforcement staff and Barry conducted on-and off-campus interviews. On October 18, 2018, the enforcement staff provided Barry a draft notice of allegations. Barry agreed with the violations and the parties submitted the SDR on January 25, 2019.² The COI reviewed the SDR on February 26, 2019, and accepted the parties' agreed-upon violations. However, the COI proposed additional penalties, which the institution accepted on March 8, 2019.

III. PARTIES' AGREEMENTS

PARTIES' AGREED-UPON FACTUAL BASIS, VIOLATIONS OF NCAA LEGISLATION AND TYPE OF VIOLATIONS

The parties jointly submitted an SDR that identified an agreed-upon factual basis, violations and type of violations.³ The SDR identified:

- 1. [NCAA Division II Manual Bylaws 15.2.6 (2014-15); 12.4.1, 12.4.1-(a), 15.01.2 and 16.11.2.1 (2014-15 through 2017-18); and 15.2.3 (2015-16 through 2017-18)]**

The institution and enforcement staff agree that between at least January 2015 and February 2018, the institution allowed 13 men's soccer student-athletes to receive compensation for work they did not perform related to their FWS positions within the men's soccer program. Specifically, these men's soccer student-athletes collectively logged more than 40 and up to 161.5 hours per week to complete their job duties when only 37 to 40 hours were necessary, resulting in a total impermissible benefit of approximately \$30,510.

- 2. [(NCAA Division II Manual Constitution 2.8.1 (2014-15 through 2017-18)]**

The institution and enforcement staff agree that from at least January 2015 through February 2018, the scope and nature of the violations detailed in Proposed Finding of Fact No. 1 demonstrate that the institution violated the

² Pursuant to COI Internal Operating Procedure (IOP) 4-7-2-1, the COI in future cases may view this decision as less instructive than a decision reached after a contested hearing because violations established through the summary disposition process constitute the parties' agreements.

³ This decision provides the agreed-upon factual basis, violations and type of violations exactly as stated in the SDR, except for shortening references to the institution.

NCAA principle of rules compliance when it failed to adequately monitor the operation of FWS positions within the men's soccer program and ensure compliance with extra benefit and financial aid legislation. Specifically, (a) the assistant men's soccer coaches who held direct supervisory responsibility for those positions did not adequately monitor the timing or volume of hours reported by the student-athletes; (b) the head men's soccer coach was involved in the selection of employees and aware of the work those individuals were assigned; however, he did not adequately monitor his assistant coaches' oversight of the student-athletes who held those positions; (c) the athletics department did not implement adequate monitoring systems to ensure the system of student-athletes working for their own sport program and coaching staff members overseeing those positions did not lead to violations of NCAA legislation; and (d) the institution did not adequately monitor the attendance at training sessions regarding this employment, which led to some of the supervisors and employees having insufficient knowledge of the program's operational processes and may have increased the likelihood of violations.

IV. REVIEW OF CASE

The SDR fully detailed the parties' positions in the infractions case and included the agreed-upon primary facts and violations. After reviewing the parties' principal factual agreements and respective explanations surrounding those agreements, the COI accepts the parties' SDR and concludes that the facts constitute major violations of NCAA legislation.

Over three academic years, weak oversight and supervision of the work-study program within the men's soccer program allowed student-athletes to receive payment for work not performed. These oversight failures triggered violations of Bylaws 12, 15 and 16. Further, Barry's failures in oversight and supervision established that it failed to monitor the conduct and administration of its athletics program in violation of Constitution 2.8.1.⁴

Payment for Work Not Performed in the Work-Study Program

Over three academic years, Barry failed to properly oversee work study in the athletics department, allowing men's soccer student-athletes to log hours for work not performed. As a result of this oversight failure, 13 men's soccer student-athletes received impermissible cash benefits totaling \$30,510. This failure led to violations of Bylaws 12, 15 and 16.

Bylaw 12 governs amateurism. Bylaw 12 includes requirements and conditions for employment of student-athletes in order to retain their amateur status. Included in these conditions is the requirement that a student-athlete's employment compensation must be for work actually performed. Financial aid legislation falls under Bylaw 15. Similar to Bylaw 12, Bylaw 15 also includes legislation requiring that wages earned by a student-athlete must be for work

⁴ The full text of all bylaws violated in this case is at Appendix Two.

performed. Further, Bylaw 15 requires that that a student-athlete who receives improper financial aid is rendered ineligible. Bylaw 16 sets forth benefits for enrolled student-athletes. The bylaw specifies that the receipt of a benefit by a student-athlete is not a violation of NCAA legislation if it is demonstrated that the same benefit is generally available to the institution's general student body.

Barry agreed that it violated legislation under Bylaws 12, 15 and 16. Barry allowed the 13 men's soccer student-athletes at the center of this case to log excessive hours and be paid for work not performed in violation of amateurism and financial aid requirements relating to employment of student-athletes under Bylaws 12 and 15. Further, the payment for work not performed constituted improper financial aid and rendered the student-athletes ineligible under Bylaw 15. Subsequently, the institution allowed the ineligible men's soccer student-athletes to compete, and in doing so, violated this provision of Bylaw 15. Finally, the payment for work not performed by logging excessive FWS hours resulted in an impermissible benefit that was not available to Barry students in violation of Bylaw 16.

These agreed-upon violations are similar to two prior Division II cases in which major violations occurred as the result of institutions allowing student-athletes to be paid for work not performed in conjunction with work-study programs. *See Salem International University* (2008) (concluding that the institution committed major violations when, over a two-month period, it paid six student-athletes work-study money for work that was not performed) and *Slippery Rock University* (1996) (concluding that the head men's basketball coach committed major violations when, over one-and-a-half academic years, he arranged for eight student-athletes to receive \$4,120 in wages for work not performed through work-study employment).

Pursuant to Bylaw 19.02.2.2, and consistent with *Salem International and Slippery Rock*, the panel concludes that the payment for work not performed received by the men's soccer student-athletes is a major violation. Because the student-athletes rendered themselves ineligible when they received the impermissible benefit, and they were allowed to compete, Barry gained a competitive advantage over other institutions that comply with work-study rules. Furthermore, these payments constituted a significant impermissible benefit.

Failure to Monitor

Barry agreed that over a three-year period, it failed monitor the conduct and administration of work-study within its athletics program. The institution failed to monitor in four areas: (1) the assistant coaches who supervised those positions did not properly oversee the work-study hours logged by the student-athletes; (2) the head coach did not adequately monitor his assistant coaches' oversight of the FWS program; (3) the athletics department did not implement adequate monitoring systems to ensure proper oversight of the coaches who supervised work-study student-athletes; and (4) the institution did not adequately monitor the attendance at training sessions relating to this employment. As with the underlying violations, Barry committed a major violation when it failed to meet its Constitution 2 monitoring responsibilities.

NCAA Constitution 2 sets forth core principles for institutions conducting intercollegiate athletics programs. Specifically, Constitution 2.8.1 requires member institutions to monitor their athletics programs to assure rules compliance and to identify and report to the Association any instances of noncompliance.

Barry agreed that the above identified factors demonstrated that it failed to monitor the work-study program in the men's soccer program from January 2015 through February 2018. This failure to monitor violated Constitution 2.

Weak supervision by the assistant men's soccer coaches was the primary reason why the work-study abuse occurred in the men's soccer program. These coaches had the responsibility to monitor the work assigned to the student-athletes and were the only individuals who had direct access to the hours the student-athletes logged. The institution assigned the assistant coaches the responsibility to review these hours on a weekly basis. Every assistant coach reported that he spent little time reviewing the hours logged. One assistant coach told the enforcement staff that he noticed discrepancies in the number of work hours logged by a student-athlete, addressed it with the student-athlete, but did not follow up to ensure that the correct hours were logged. The assistant coaches were in a position to prevent the work-study abuse. However, their deficient oversight and lackadaisical approach to their responsibilities relative to the work-study program allowed the student-athletes to log excessive hours and receive pay for work not performed.

The head coach also fell short in his supervisory responsibilities. Although the head coach was involved in the selection of student-athletes for the FWS positions, he was not involved in the hours approval process and was not aware how many hours individual students were reporting. However, he told the enforcement staff that, on one occasion, he overheard an assistant coach raise a concern with the number of hours reported by a work-study student-athlete. In response, he directed the coach not to approve incorrect hours, but he did not follow up to confirm that adjustments were made. Further, he did not take steps to ensure that the number of work hours claimed by the work-study student-athletes was consistent with the time necessary to complete the work. The insufficient supervision by the head coach was a contributing factor in the violations occurring and was a component of the failure to monitor.⁵

At a higher level, the athletics department failed to implement adequate monitoring systems for the men's soccer program's work-study positions. In addition to men's soccer, other sports programs utilized work-study positions. As with men's soccer, assistant coaches in the other sports programs supervised the work-study student-athletes, which created risks. Even though multiple sports programs had work-study positions, the athletics department relied exclusively on the human resources department to provide education and oversight of the work-study

⁵ The enforcement staff considered alleging a head coach responsibility violation but ultimately chose not to do so because the head men's soccer coach provided examples of how he promoted compliance. According to the enforcement staff, while it would have been prudent for the head coach to ask additional questions of the assistant coach, the head coach provided examples in which he proactively responded to an issue by counseling the assistant coach to not approve hours that he believed may be inaccurate. Therefore, the enforcement staff concluded that he rebutted the presumption of responsibility.

program. The athletics department failed to implement needed additional monitoring at the department level. The institution investigated whether work-study violations occurred in other sports programs and did not uncover similar violations in the other programs. Nonetheless, the athletics department's failure to implement work-study monitoring processes was a contributing factor in the men's soccer program's work-study violations.

And, finally, the institution, as a whole, bore some responsibility for the monitoring failure specific to educational shortcomings. Work-study student-athletes and staff alike reported that they received insufficient work-study training. Although the institution's human resources department conducted training sessions for student workers and supervisors, it did not require attendance at the sessions. As a result, the institution failed to implement processes to ensure student-athlete workers had adequate knowledge of work-study policies before they began employment or that assistant coach supervisors were appropriately trained to properly monitor the work-study hours logged. Barry's failure to ensure that work-study student-athletes and their supervising coaches received appropriate training was an additional contributing factor in the failure to monitor.

The institution failed to provide appropriate oversight of the student-athletes who participated in the work-study program and the assistant coaches who supervised them. Consequently, these oversight failures allowed men's soccer student-athletes to log excessive work-study hours and receive pay for work not performed in violation of Bylaws 12, 15 and 16. Barry also failed to provide sufficient education for the student-athletes and their supervisory coaches. Consequently, these failures created an environment in which the work-study violations occurred and demonstrated that Barry failed to monitor contrary to Constitution 2.8.1.

Due to the number of years during which the work-study violations occurred, combined with the significant impermissible benefits received by the 13 involved student-athletes, the COI considered whether Barry violated institutional control legislation. In the two previous cases involving work study violations, the COI has concluded that work-study violations were components of a lack of institutional control in combination with violations in other areas. *See Salem International* (concluding that, during a six-year period, the institution lacked control of its athletics programs when it violated eligibility legislation, allowed student-athletes to be paid for work not performed in conjunction with work study and violated practice and playing season legislation) and *Slippery Rock* (concluding that the institution lacked control of its athletics program when, over a five-year period, its coaching staff violated financial aid, recruiting, extra benefits and ethical conduct legislation and allowed student-athletes to be paid for work not performed in conjunction with work study). However, because the underlying violations in this case were limited to work-study violations in one sport, the COI concluded that Barry failed to monitor rather than lacked institutional control. In previous cases involving violations that were limited in scope, but also involved oversight failures, the COI has concluded institutions failed to monitor. *See Lynn University* (2008) (concluding that the institution failed to monitor when, over a two-year period, it allowed 51 student-athletes in 14 sports to participate prior to meeting all eligibility requirements); *Fayetteville State University* (2017) (concluding that the institution failed to monitor when it allowed two ineligible women's basketball student-athletes to enroll, receive impermissible financial aid, practice and, in one instance, compete while ineligible); and

Morehouse College (2015) (concluding that the institution failed to monitor when, over the course of four years, the institution permitted 29 academically ineligible student-athletes to compete and receive impermissible expenses associated with competition).

Pursuant to Bylaw 19.02.2.2, and consistent with previous cases, the panel concludes that the failure to monitor is a major violation. The COI has previously concluded that failure to monitor violations are major when underlying financial aid/impermissible benefits violations are also major, as in this case. *See Fayetteville State*. Also *See Indiana University of Pennsylvania* (2009) (concluding that the institution's failure to monitor was a major violation when the underlying financial aid, eligibility and extra benefit violations were major). Like the underlying violations, Barry's failure to monitor the work-study program and is also major.

This case demonstrates the need for institutions to closely monitor work-study programs integrated into athletics. This monitoring should apply to student-athletes and extend to their supervisors, especially if the supervisors are coaches, as in this case. As part of this monitoring effort, mandatory and targeted education must be provided to all parties to ensure compliance with both NCAA legislation and any state and federal regulations pertaining to work-study that may apply to student-athletics.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the COI concludes this case involved major violations of NCAA legislation. As set forth in Bylaw 19.02.2.2, major violations are not inadvertent, provide or are intended to provide more than a minimal advantage and/or include significant impermissible benefits. Barry gained more than a minimal advantage and student-athletes received significant impermissible benefits when 13 men's soccer student-athletes received payment of over \$30,000 for work not performed in association with the work-study program.

Because Barry agreed to the facts, violations and additional proposed penalties, it has no opportunity to appeal. In prescribing penalties, the COI considered Barry's cooperation. Bylaws 19.01.3 and 32.1.3 address cooperation during the infractions process. The COI concludes that the cooperation exhibited by Barry met its obligations under the Bylaws. The COI also considered Barry's self-imposed penalties, and its corrective actions, which are set forth in Appendix One. After considering all information relevant to the case, the COI prescribes the following penalties:

Penalties for Major Violations (Bylaw 19.5.2)⁶

1. Public reprimand and censure through the release of the public infractions decision.
2. Probation: Three years of probation from April 16, 2019, through April 15, 2022.
3. During the three-year period of probation, Barry shall:
 - a. Continue to develop and implement a comprehensive and educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for NCAA recruiting and certification legislation;
 - b. Submit a preliminary report to the OCOI by May 31, 2019, setting forth a schedule for establishing this compliance and educational program and compliance with prescribed penalties;
 - c. File with the OCOI annual compliance reports indicating the progress made with this program by March 1 during each year of probation. Particular emphasis shall be placed on Barry's development and implementation of written policies and procedures pertaining to use of work study in athletics, in addition to related education and monitoring programs;
 - d. In writing, inform prospects in men's soccer that Barry is on probation for three years and detail the violations committed. If a prospect 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 prospect signs an NLI; and
 - e. Publicize specific and understandable information concerning the nature of the violations by providing, at a minimum, a statement to include the types of violations and the affected sports programs and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for the affected sport programs. Barry's statement must: (i) clearly describe the violations, (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed,

⁶ This case included ineligible competition by the men's soccer student-athletes who obtained an impermissible benefit when they received pay for work not performed in the work-study program. Pursuant to Bylaw 19.5.2-(g), such ineligible competition could normally warrant a vacation of records. However, due to Barry's poor record keeping in the work-study program, the enforcement staff and Barry could not determine which student-athletes submitted excessive hours and, therefore, which student-athletes rendered themselves ineligible. The COI finds this troubling because institutions should not escape accountability due to deficient recordkeeping practices. Despite the shortcomings in recordkeeping, the COI could have vacated all records in the men's soccer program during the time period of the violations. However, alternatively, and acting within the authority pursuant to Bylaw 19.5.2, the COI prescribes more stringent penalties in other areas for the institution—specifically, a three-year probationary period, increasing the proposed financial penalty and doubling scholarship reductions in men's soccer beyond the institution's proposed reduction.

knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

4. Scholarship reductions: During the 2020-21 and 2021-22 academic years, Barry shall limit grants-in-aid awarded in men's soccer to 8.0 equivalencies in each of those years.
5. Financial penalty: The institution shall pay a fine of \$3,000.⁷
6. Following the receipt of the final compliance report and prior to the conclusion of probation, Barry's president shall provide a letter to the COI affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

As required by NCAA legislation for any institution involved in a major infractions case, Barry shall be subject to the provisions of Bylaw 19.5.2.3 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, April 16, 2019. The COI further advises Barry that it should take every precaution to ensure that it fulfills the penalties. The COI will monitor the penalties during their effective periods. Any action by Barry contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

NCAA DIVISION II COMMITTEE ON INFRACTIONS

Richard Loosbrock

Melissa Reilly

Harry O. Stinson III, Chair

Jane Teixeira

Christie Ward

⁷ Barry proposed a fine of \$2,500.

APPENDIX ONE

**BARRY UNIVERSITY'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE
JANUARY 25, 2019, SUMMARY DISPOSITION REPORT**

1. Prohibited the men's soccer team, from this point forward, from hiring work-study students to perform items considered "team duties" (e.g., laundry, equipment inventory, pumping soccer balls, etc.). (If, in the future, there are other duties which could enhance a student's academic or educational experience under the men's soccer program, a position description will be developed and reviewed prior to approval).
2. Required mandatory supervisor training of all coaches and intercollegiate athletics supervisors wishing to hire work-study students in advance of hiring the students.
3. Prohibited student-athletes to work specifically for their sport in the work-study program.
4. Prohibited coaches from utilizing work-study students as camp helpers or counselors. (Coaches who run private camps or clinics are required to hire their own personnel in accordance with the executed contract with the University).
5. Required student-athletes or team assistants to complete the same coursework, training, or course hours as other students taking Instructional Activities in Sport and Recreation (ISR) courses.

APPENDIX TWO
Bylaw Citations

2014-15 Manual

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

12.4.1 Criteria Governing Compensation to Student-Athletes. All compensation received by a student-athlete must be consistent with the limitations on financial aid set forth in Bylaw 15. Compensation may be paid to a student-athlete:

- (a) Only for work actually performed;

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

15.2.6 Employment. Earnings from a student-athlete's on- or off-campus employment that occurs at any time is exempt and is not included when determining a student-athlete's full grant-in-aid or the institution's financial aid limitations, provided:

- (a) The compensation is only for work actually performed

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.

2015-16 Manual

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

12.4.1 Criteria Governing Compensation to Student-Athletes. All compensation received by a student-athlete must be consistent with the limitations on financial aid set forth in Bylaw 15. Compensation may be paid to a student-athlete:

- (a) Only for work actually performed;

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

15.2.3 Employment. Earnings from a student-athlete's on-or off-campus employment that occurs at any time is exempt and is not included when determining a student-athlete's full grant-in-aid or the institution's financial aid limitations, provided:

- (a) The compensation is only for work actually performed;

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.

2016-17 Manual

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

12.4.1 Criteria Governing Compensation to Student-Athletes. All compensation received by a student-athlete must be consistent with the limitations on financial aid set forth in Bylaw 15. Compensation may be paid to a student-athlete:

- (a) Only for work actually performed;

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

15.2.3 Employment. Earnings from a student-athlete's on-or off-campus employment that occurs at any time is exempt and is not included when determining a student-athlete's full grant-in-aid or the institution's financial aid limitations, provided:

- (a) The compensation is only for work actually performed;

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.

2017-18 Manual

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

12.4.1 Criteria Governing Compensation to Student-Athletes. All compensation received by a student-athlete must be consistent with the limitations on financial aid set forth in Bylaw 15. Compensation may be paid to a student-athlete:

- (a) Only for work actually performed;

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

15.2.3 Employment. Earnings from a student-athlete's on-or off-campus employment that occurs at any time is exempt and is not included when determining a student-athlete's full grant-in-aid or the institution's financial aid limitations, provided:

- (a) The compensation is only for work actually performed;

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.