



**ST. JOHN'S UNIVERSITY (NEW YORK)  
PUBLIC INFRACTIONS DECISION  
December 20, 2018**

**I. INTRODUCTION**

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and public. The COI is charged with deciding infractions cases involving member institutions and their staffs.<sup>1</sup> This case involves the head women's volleyball coach at St. John's University (New York) (SJU) providing and arranging for impermissible recruiting inducements for a prospective student-athlete and providing impermissible benefits to two enrolled student-athletes.<sup>2</sup> A panel of the COI considered this case through the cooperative summary disposition process in which all parties agreed to the primary facts and violations, as fully set forth in the summary disposition report (SDR). The panel proposed further penalties to the institution and involved individual. Both agreed to the additional penalties. Therefore, neither party has an opportunity to appeal.

The violations in this case stemmed from an international prospective student-athlete living in the vicinity of campus prior to enrollment. The parties agreed that the head women's volleyball coach provided and arranged for the prospect to receive impermissible recruiting inducements from October 2016 through March 2017. The head coach arranged for the prospect to live off-campus with enrolled student-athletes, provided and arranged transportation to off-campus testing sites, observed the prospect in open gym activities and provided and arranged for free academic assistance. The prospect also had access to team locker room facilities. The head coach's actions demonstrated her failure to promote an atmosphere for rules compliance in her program. Because a senior-level athletics administrator failed to recognize potential compliance issues associated with the prospect's living arrangement, SJU failed to monitor the women's volleyball program and the head coach. The violations are Level II.

The case also involved two Level III violations. On two separate occasions, once in 2014-15 and once in 2015-16, the head women's volleyball coach provided event tickets to two enrolled student-athletes.

The panel accepts the parties' factual agreements and concludes violations occurred. After considering applicable aggravating and mitigating factors, the panel classifies this case as Level

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

<sup>2</sup> A member of the Big East Conference, SJU has an enrollment of approximately 21,000 and sponsors seven men's sports and 10 women's sports. This is SJU's third major, Level I or Level II infractions case. It had previous cases in 2006 and 1972, both involving the men's basketball program.

II-Standard for both SJU and the head women's volleyball coach's violations. Utilizing the current penalty guidelines and NCAA bylaws authorizing additional penalties, the panel adopts and prescribes the following penalties: two years of probation, a \$10,000 fine, recruiting restrictions, a grant-in-aid reduction and a show-cause order for the head women's volleyball coach.

## **II. CASE HISTORY**

In March 2017, SJU's associate athletics director for compliance (compliance officer) became concerned about email communications he reviewed between the head women's volleyball coach (head coach) and an English Proficiency Exam instructor regarding the grading of an exam for an international prospective student-athlete (prospect). At the time, the prospect was residing in the vicinity of campus. The compliance officer began investigating the situation, including conducting interviews with members of the women's volleyball program. On May 23, 2017, SJU contacted the NCAA enforcement staff to report violations in the women's volleyball program. The enforcement staff and institution then engaged in a cooperative investigation.

The institution, head coach and enforcement staff agreed to process the case by SDR on October 24, 2018 and submitted the SDR to the COI two days later.<sup>3</sup> A panel of the COI reviewed the SDR on November 15, 2018, and proposed penalties to the institution additional to those self-imposed. The panel also proposed a show-cause penalty to the head coach. Both SJU and the head coach informed the panel that they accepted the proposed additional penalties.

## **III. PARTIES' AGREEMENTS**

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

The parties jointly submitted an SDR that identifies an agreed-upon factual basis, violations of NCAA legislation, aggravating factors, mitigating factors and violation levels.<sup>4</sup> The SDR identified:

#### **A. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(g), 13.2.11-(h), 13.2.1.1-(i), 13.2.1.1-(k) and 13.11.1 (2016-17)] (Level II)**

From October 2016 through March 2017, the head coach provided and arranged for the prospect to receive impermissible recruiting inducements in the form of

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<sup>3</sup> Pursuant to COI Internal Operating Procedure (IOP) 4-9-2-1, panels 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.

<sup>4</sup> This decision provides the agreed-upon factual basis, violations and violation levels as exactly stated in the SDR, except for shortening references to the parties and student-athletes.

arranged housing, transportation and tutoring. Further, team members provided the prospect access to athletic facilities and equipment. The head coach or members of her staff also observed the prospect's participation in volleyball open gyms in violation of NCAA tryout legislation. Specifically:

- a. In October 2016, the head coach arranged off-campus housing for the prospect. The head coach arranged for prospect to live in an off-campus house with six members of the women's volleyball team. While the prospect paid proportional rent, the head coach's arrangement of the housing constituted a recruiting inducement. At the time, the head coach knew the prospect was certified as an NCAA qualifier, but not admitted to the institution and considered a prospective student-athlete. [NCAA Bylaw 13.2.1 (2016-17)]
- b. In December 2016, the head coach provided impermissible local transportation to the prospect to take the Scholastic Aptitude Test (SAT) in Long Island, New York. Additionally, in the spring of 2017, the head coach directed an assistant volleyball coach to provide impermissible local transportation to the prospect to take the Test Of English as Foreign Language (TOEFL) exam at the same location in Long Island. Each trip was approximately 60 miles round trip. On February 23, 2017, the head coach provided the prospect local transportation from an off-campus volleyball team dinner at a local restaurant to the institution's campus. The total value of all the transportation was approximately \$71. [NCAA Bylaw 13.2.1 (2016-17)]
- c. In December 2016 and March 2017, the prospect participated in open gyms which occurred after the conclusion of fall and spring practices. On limited occasions during the transition from practice to open gym, the head coach briefly observed and asked about the prospect's participation during open gyms on the institution's campus in violation of NCAA tryout legislation. The observations were brief in nature and while the head coach's questions about the prospect had the intent to check on her welfare, nonetheless, the head coach was asking other student-athletes about a prospective student-athlete. On one occasion, the prospect rode a stationary bike on an adjacent court while the team concluded a practice in violation of NCAA recruiting inducement legislation. [NCAA Bylaw 13.2.1 and 13.11.1 (2016-17)]
- d. Between October 2016 and March 2017, the head coach and a then graduate assistant volleyball coach provided free academic assistance on multiple occasions while preparing the prospect for her SAT and TOEFL. The graduate assistant provided the academic assistance after the head coach asked her. The prospect also had use of the laptops in the offices of the

volleyball coaches during her preparation for the exams. [NCAA Bylaw 13.2.1 and 13.2.1.1-(g) (2016-17)]

- e. From December 2016 to March 2017, women's volleyball student-athletes provided the prospect the access code to the women's volleyball locker room, which the prospect used on a regular basis. Additionally, because of this access, the prospect was able to use the volleyball team's laundry service to wash her workout clothes. [NCAA Bylaw 13.2.1 and 13.2.1.1-(g) (2016-17)]

**2. [NCAA Division I Manual Bylaws 12.11.1, 16.8.1 and 16.11.2.1 (2014-15 through 2016-17)] (Level III)<sup>5</sup>**

The institution, head coach and enforcement staff agree that during the 2015-16 and 2016-17 academic years, head coach provided two women's volleyball student-athletes with impermissible benefits. The approximate value of the impermissible benefits was \$177. As a result of the impermissible benefits, two student-athletes competed in 14 contests and received actual and necessary expenses while ineligible. Specifically:

- a. On March 24, 2016, the head coach provided a women's volleyball student-athlete two tickets to a professional basketball game in Brooklyn, New York. The provision of tickets was not provided as entertainment in conjunction with practice and competition, which made it impermissible. The approximate value of the two tickets was \$120. [NCAA Bylaws 12.11.1, 16.8.1 and 16.11.2.1 (2016-17)]
- b. On August 1, 2015, the head coach provided a second women's volleyball student-athlete a ticket to a Broadway musical in New York City. The provision of the ticket was not provided as entertainment in conjunction with practice and competition, which made it impermissible. The approximate value of the ticket was \$57. [NCAA Bylaws 12.11.1, 16.8.1 and 16.11.2.1 (2015-16)]

**3. [NCAA Division I Manual Bylaw 11.1.1.1 (2014-15 through 2016-17)] (Level II)<sup>6</sup>**

During the 2015-16 and 2016-17 academic years, the head coach is presumed responsible for the violations detailed in Violation Nos. 1 and 2 and did not rebut

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<sup>5</sup> Although the parties cited the 2014-15 Division I Manual in support of this violation, the panel notes that none of the violations occurred during that academic year. Retaining the citation does not change the substance of the violation.

<sup>6</sup> Although the parties cited the 2014-15 Division I Manual in support of this violation, the panel notes that none of the violations occurred during that academic year. Retaining the citation does not change the substance of the violation.

the presumption of responsibility. Specifically, the head coach did not demonstrate that she promoted an atmosphere of compliance within the women's volleyball program because she was directly involved in providing impermissible recruiting inducements to the prospect and extra benefits to current volleyball student-athletes, as detailed in Violation No. 1 and the Level III violations and failed to report the matter to the institution's compliance staff or inquire as to whether those activities were permissible. [NCAA Bylaw 11.1.1.1 (2015-16 and 2016-17)]

#### **4. [NCAA Division I Manual Constitution 2.8.1 (2016-17)] (Level II)**

During the 2016-17 academic year, the scope and nature of the violations detailed in Violation No. 1 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its women's volleyball program and the conduct of the head coach to ensure compliance with NCAA legislation. Specifically, in 2016 fall, the institution's associate vice president for athletics/sport supervisor for women's volleyball became aware of and met the prospect, who at the time was living in the locale of the institution while she studied English to pass the TOEFEL. However, this athletics administrator failed to recognize associated compliance issues and thus, did not bring this matter to the attention of the institution's athletic compliance staff for review. Furthermore, no other athletic administrators detected the violations or brought the issue to compliance's attention, even though the prospect was in the women's volleyball offices, locker room and practice court on multiple occasions. As a result, violations of NCAA legislation continued until the compliance staff discovered them several months later, at which point the matters were promptly reviewed and self-reported as violations to the NCAA.

### **B. PARTIES' AGREED-UPON AGGRAVATING AND MITIGATING FACTORS**

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

#### Institution:

1. Aggravating factors. [Bylaw 19.9.3]
  - (a) Multiple Level II violations. [Bylaw 19.9.3-(g)]
  - (b) Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]
2. Mitigating factors. [Bylaw 19.9.4]

- (a) Prompt acknowledgment of the violation, acceptance of responsibility, and imposition of meaningful corrective measures. [Bylaw 19.9.4-(b)]
- (b) Affirmative steps to expedite final resolution of the matter. [Bylaw 19.9.4-(c)]
- (c) An established history of self-reporting Level III or secondary violations. [Bylaw 19.9.4-(d)]

Head coach:

1. Aggravating factors. [Bylaw 19.9.3]

- (a) Multiple Level II violations. [Bylaw 19.9.3-(g)]
- (b) Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]

2. Mitigating factors. [Bylaw 19.9.4]

- (a) Prompt acknowledgement of the violation(s) and acceptance of responsibility. [Bylaw 19.9.4-(b)]
- (b) The absence of prior Level I, II or major violations. [Bylaw 19.9.4-(h)]

#### **IV. REVIEW OF CASE**

The SDR fully detailed the parties' positions in the infractions case and included the agreed-upon primary facts, violations, violation levels and aggravating and mitigating factors. After reviewing the parties' principal factual agreements and respective explanations surrounding those agreements, the panel accepts the parties' SDR and concludes that the facts constitute three Level II and two Level III violations of NCAA legislation.

In 2016 and 2017, the head coach committed violations of Bylaw 13 when she provided and arranged for the prospect to receive impermissible recruiting inducements. Because she was presumed responsible for the violations as the head coach, did not rebut the presumption and failed to promote an atmosphere for rules compliance in her program, the head coach also violated Bylaw 11. SJU failed to monitor the women's volleyball program in violation of Constitution 2 when institutional personnel did not adequately monitor the women's volleyball program and the head coach.

#### **Impermissible Recruiting Inducements and Tryouts**

This case centers on the head coach providing and arranging impermissible recruiting inducements for the prospect in violation of Bylaw 13. The head coach arranged for her to live with enrolled women's volleyball student-athletes and, along with one of her graduate assistant coaches, provided free academic assistance to the prospect and allowed her to use computers in the volleyball offices. The head coach and one of her assistant coaches provided the prospect

with cost-free transportation, and the head coach observed and asked about the prospect's participation in "open gym" sessions. Finally, SJU allowed the prospect access to team locker room facilities and laundry service.

Bylaw 13 governs recruiting.<sup>7</sup> Bylaw 13.2.1 prohibits institutional staff members from any involvement in providing, arranging or offering any benefits to prospects unless the benefits are expressly permitted by NCAA legislation. Specific prohibitions are set forth in the subsections of Bylaw 13.2.1.1. Subsection (g) prohibits free or reduced-cost services of any type. Pursuant to Bylaw 13.5.1, institutions may only provide transportation to prospects visiting campus officially or unofficially. Bylaw 13.11.1 prohibits member institutions from conducting tryouts of prospects or having someone conduct the physical activity on its behalf. A "tryout" is defined as any physical activity at which prospects reveal, demonstrate or display their athletics abilities in any sport.

The agreed-upon inducement and tryout violations began in October 2016 and continued into March 2017. They began when the prospect moved to the vicinity of campus to enroll in The Learning Connection, an SJU program designed to help prospective students prepare for the TOEFL exam. As an international prospect, she needed to pass the exam, as well as the SAT, to be admitted to SJU. Once the prospect arrived in the area, the head coach arranged for her to live with six members of the women's volleyball team. She lived with the enrolled student-athletes until the following March.

The head coach also assisted the prospect in her preparation for the SAT and TOEFL exams. In December 2016, the head coach transported the prospect approximately 60 miles roundtrip to the SAT testing center. In early 2017, the head coach directed one of her assistant volleyball coaches to transport the prospect to the same testing center so she could take her TOEFL exam. To help the prospect prepare for the exams, the head coach and one of her graduate assistant coaches provided her with free academic assistance on multiple occasions. The graduate assistant, acting at the head coach's direction, worked with the prospect on seven occasions and a minimum of 45 minutes each time. The head coach also allowed the prospect to use the head coach's computer in the volleyball coaches' offices. Finally, on one occasion in early 2017, the head coach transported the prospect to a local restaurant for a team meal.

Housing arrangements and free transportation are not listed among the Bylaw 13 inducements and benefits that institutions can arrange or provide for prospects, and the provision of academic services expenses and transportation are specifically prohibited. Therefore, when the head coach arranged the prospect's housing, she violated Bylaw 13.2.1. When the head coach drove the prospect to the testing site, directed the assistant coach to do the same and drove the prospect to

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<sup>7</sup> The full text of specific bylaws violated is set forth in Appendix Two.

a team meal, the head coach also violated Bylaw 13.2.1.<sup>8</sup> When the head coach provided and directed her graduate assistant to provide the prospect with free academic assistance, she violated Bylaws 13.2.1 and 13.2.1.1-(g).<sup>9</sup>

The head coach engaged in and arranged further violations throughout the same timeframe when she observed the prospect's tryout activities. In both December 2016 and March 2017, the prospect participated in open gym sessions after team practices. At times, the head coach observed her participating in the sessions. The head coach also inquired of team members about the prospect's participation. On one occasion, the prospect rode a stationary bicycle adjacent to the area where the team was practicing. Throughout this time, the prospect had access to the team locker room, including the team laundry service to wash her workout clothes.<sup>10</sup> When she observed the prospect perform physically in the sessions and asked about her performance, the head coach caused those activities to become impermissible tryouts in violation of Bylaw 13.11.1. By allowing the prospect access to the team locker room and use of the enrolled student-athletes' laundry service, SJU violated Bylaws 13.2.1 and 13.2.1.1-(g).

These agreed-upon violations are similar to past inducement cases in which panels have concluded that Level II recruiting violations occurred. Bylaw 19.1.2 defines Level II violations as significant breaches of conduct. Subsection (d) of the bylaw includes multiple recruiting violations that do not amount to lack of institutional control as violations that may be deemed Level II. In similar cases, the COI has consistently considered impermissible recruiting inducements to be significant breaches of conduct. *See Sacramento State University* (2018) (concluding that Level II violations occurred when the tennis director arranged free or reduced cost tennis lessons and use of the tennis facility); *University of San Francisco* (2018) (concluding that Level II violations occurred when a head men's golf coach arranged free rounds of golf, free lodging and free transportation for prospects); *Ohio State University* (2017) (concluding that a coach committed Level II head coach responsibility violations when he watched a prospect demonstrate his athletics abilities on campus and arranged for the prospect to live with enrolled student-athletes, who later gave the prospect access to institutional facilities); *Monmouth University* (2017) (concluding that Level II violations occurred when the head men's tennis coach arranged for a prospect to live with enrolled student-athletes, allowed the prospect to practice and the enrolled student-athletes provided the prospects with transportation); and *Southeastern Louisiana University* (2015) (concluding that Level II violations occurred when prospects participated in impermissible tryouts and received impermissible lodging from enrolled student-

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<sup>8</sup> The panel notes that Bylaw 13.5.1 specifically prohibits institutions from providing transportation to prospects except in circumstances that do not apply in this case. However, the parties' agreement does not cite Bylaw 13.5.1. The absence of a cite to this bylaw does not materially affect the agreed-upon violation because the panel's conclusion would remain the same.

<sup>9</sup> The heading of the parties' agreed-upon Violation No. III.A.1 also cites Bylaws 13.2.1-(h), (k) and (i) to support this violation but did not attach those bylaws to any specific violation within the agreement. The panel is uncertain how the parties agreed that they applied in this case. However, that uncertainty does not prevent the panel from accepting the parties' agreement and does not materially affect the agreed-upon violations because the specifically-cited bylaws support them.

<sup>10</sup> The prospect obtained the access code to the team locker room from the enrolled student-athletes.



athletes). Similar cases involving impermissible recruiting inducements have been deemed Level II.

In the present matter, the prospect paid proportional rent at the home of the enrolled student-athletes, but the head coach arranged the housing. The head coach personally drove the prospect 60 miles round-trip to take the SAT and directed an assistant volleyball coach to drive her to the same location to take the TOEFL exam. The head coach also drove the prospect to an off-campus volleyball team dinner and occasionally observed her in open gym activities. The prospect also had access to the team locker room, including laundry facilities. Consistent with the cited cases and Bylaw 19.1.2, the panel concludes the violations are Level II.

### **Head Coach Responsibility**

The head coach failed to meet her responsibilities as the leader of the program under NCAA legislation when she engaged in the violations and directed those who were supervised by her to commit violations. Her actions established her failure to promote an atmosphere for rules compliance in the women's volleyball program in violation of Bylaw 11.1.1.1. The bylaw presumes head coaches to be responsible for the violations of their subordinates. Head coaches may rebut the presumption by demonstrating that they promoted an atmosphere for rules compliance in their programs. She did not rebut the presumption and therefore is responsible.

The parties agree that the head coach violated Bylaw 11.1.1.1 because she personally committed rules violations and directed her subordinates to do the same. Accordingly, she was unable to rebut the presumption of responsibility for the violations. The head coach's actions demonstrated that she did not establish an atmosphere for rules compliance in her program. This long-time Division I head coach arranged for a prospect to live with enrolled student-athletes, provided impermissible transportation twice, impermissible academic assistance on multiple occasions and converted permissible open gym participation into impermissible tryouts by observing the prospect and inquiring about her participation. When she did so, she showed that rules compliance was not of foremost consideration as she administered her program. Regarding the presumption of responsibility for the actions of her assistant coach and graduate assistant, the head coach directed them to provide free transportation and academic assistance, respectively, to the prospect. Because she requested that staff members who reported to her commit the violations and was aware that they did so, she could not rebut the presumption of responsibility for their impermissible actions. By personally committing rules violations, and by directing her subordinates to commit rules violations, the head coach failed to meet her responsibilities under Bylaw 11.1.1.1.

The agreed-upon violations in this case are similar to previous Level II cases in which panels have concluded that head coaches are responsible for the actions of their subordinates when they know of the violations or should have known, direct the violations and/or participate in them. Bylaw 19.1.2-(e) addresses head coaching responsibility violations, stating that they may be Level II if they result from underlying Level II violations. *See University of Utah (2018)* (concluding that a head coach who instructed his director of operations to engage in

impermissible coaching activities and warned his staff to hide the activities from the compliance office committed Level II violations of Bylaw 11.1.1 and did not rebut his presumption of responsibility); and *San Jose State University* (2018) (concluding that a head coach was presumed responsible for Level II violations and did not rebut the presumption when he planned, directed and observed student-athlete participation in impermissible countable athletically related activities, and that his violations were Level II). As with the violations in those cases, the panel concludes that the head coach's Bylaw 11 violation in this case is Level II.

### **Failure to Monitor by the Institution**

The institution agreed that it failed to monitor its women's volleyball program and the head coach. SJU personnel did not recognize potential violations that could occur due to the prospect living in the vicinity and participating in activities on campus. As a result, SJU staff did not bring the matter to the attention of the compliance staff and the violations were undetected for a period of months. As with the underlying violations, SJU committed a Level II 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 abide by all rules and regulations of the association, monitor compliance with those rules and report any instances of noncompliance to the NCAA.

The parties agree that an institutional administrator who met the prospect while she lived in the vicinity of the institution failed to recognize and report potential compliance issues. Further, no other athletics staff detected any of the violations even though the prospect frequented SJU facilities, including the team locker room. Approximately a month after the prospect arrived in the vicinity of campus, the head coach introduced her to a long-time senior-level athletics administrator (administrator) at the institution. At the time of the introduction, the prospect was on her way to an open gym session and the administrator encouraged her to "have a good workout." The administrator did not recognize the potential for rules violations in the situation, nor did she see any need to inform the compliance office of the arrangement. Compliance is a shared responsibility among all institutional personnel. All have a duty to recognize potential problems and report them.

In circumstances similar to this case, panels have concluded that institutions failed to monitor. *See Southern Illinois University at Carbondale* (2018) (concluding that the institution failed to monitor when two international prospects moved to the vicinity of campus to take English language courses and engaged in diving lessons arranged and conducted by the institution's diving coach); *San Francisco* (concluding that the men's golf violations occurred in part due to failure to monitor the prospects visiting campus); *Monmouth* (concluding a failure to monitor the prospect who lived near campus with enrolled student-athletes and participated in team practices); and *Southeastern Louisiana* (concluding that the institution failed to monitor the volleyball program, resulting in the inducement violations going undetected). In other situations where prospects have moved to campus prior to enrollment, relied upon team members for lodging and

transportation and participated with team members in activities, panels have concluded that institutions failed to monitor the athletics program.

The panel also accepts the parties' agreement that the violation is Level II. Failure to monitor violations are presumed to be Level II. *See* Bylaw 19.1.2-(b). The COI has previously concluded that Level II failure to monitor violations occur when the underlying inducement/benefit violations are also Level II. *See University of Tennessee at Chattanooga* (2018) (concluding that an institution's failure to monitor the living arrangements of enrolled student-athletes, which resulted in the student-athletes receiving Level II impermissible benefits, was also Level II); *San Francisco* (concluding that, when the institution failed to monitor the men's golf program, resulting in Level II inducement violations, the failure to monitor was also Level II); and *Monmouth* (concluding that the institution's failure to monitor its men's tennis program, resulting in the prospect receiving Level II impermissible inducements, was also Level II). Like the underlying violations, SJU's failure to monitor the women's volleyball program and the head coach's activities were also Level II.

## V. PENALTIES

For the reasons set forth in Sections III, IV and V of this decision, the panel accepts the parties' agreed-upon factual basis and violations and concludes this case involved Level II and III violations of NCAA legislation. Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal but less than a substantial or extensive advantage. Level III violations are isolated or limited in nature and provide no more than a minimal advantage.

In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.2, 19.9.3 and 19.9.4 to determine the appropriate classifications for the parties. The panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.9.5 and 19.9.7 to prescribe penalties.

SJU agreed to two aggravating factors and three mitigating factors. The panel determines that all five factors apply. The enforcement staff proposed the additional aggravating factor of Bylaw 19.9.3-(b) *A history of Level I, Level II or major violations by the institution*. The institution did not agree. The panel determines that this factor applies but assigns it limited weight. The previous cases occurred in 1972 and 2006. The 1972 case is over 45 years in the past, and both cases involved a different sports program. *See University of Louisiana at Monroe* (2018) (concluding that a 2004 case established this factor but should be accorded minimal weight in part because it involved a different sports program); and *East Tennessee State University* (2018) (concluding that previous cases in 1986 and 1961 established this factor, but it should be given minimal weight). SJU has a history of previous infractions cases.

SJU proposed two additional mitigating factors: Bylaws 19.9.4-(a), *Prompt self-detection and self-disclosure*; and 19.9.4-(h), *The absence of prior conclusion of Level I, Level II or major*

*violations.* Regarding prompt detection and disclosure, institutional personnel failed to recognize potential compliance issues in a timely fashion, which led to the violations continuing for over five months undetected. Regarding the absence of prior violations, the previous 1972 and 2006 cases preclude this factor. Accordingly, the panel determines that neither of SJU's proposed factors apply. As SJU agreed to the facts, violations and panel's proposed penalties, it has no opportunity to appeal.

The head coach agreed to two aggravating factors and two mitigating factors. The panel determines that all apply. She also agreed to the facts, violations and proposed penalties. Therefore, she has no opportunity to appeal. All penalties prescribed in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered SJU's cooperation in all parts of this case and determines it was consistent with the institution's obligation under Bylaw 19.2.3. The panel also considered SJU's corrective actions, which are set forth in Appendix One, in prescribing penalties. After considering all information relevant to this case, the panel prescribes the following penalties (self-imposed penalties are noted):

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

1. Probation: Two years of probation from December 20, 2018, through December 19, 2020.
2. Financial penalty: The institution shall pay a fine of \$10,000.<sup>11</sup>
3. Scholarship reductions: During the 2017-18 academic year, the institution shall reduce the number of grants-in-aid awarded in women's volleyball by one. (Self-imposed.)
4. Recruiting restrictions: During the 2018-19 academic year, the institution shall restrict recruiting opportunities in women's volleyball as follows:
  - a. A five percent reduction in women's volleyball official paid visits to campus, based on the average number provided during the previous four academic years; and
  - b. A two-week ban in off-campus recruiting for the women's volleyball program.
5. Show-cause order: The head coach personally provided impermissible recruiting inducements for the prospect and directed her subordinates to also commit recruiting violations. Further, she provided impermissible benefits to two enrolled student-athletes. The head coach has held her position at the institution for 25 years and has received rules education. If she did not know that her actions constituted violations of NCAA legislation, she certainly should have. Therefore, the

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<sup>11</sup> The fine must be remitted in accordance with COI IOP 5-15-2. The fine amount includes a \$5,000 financial penalty for the Level III violations. Rather than prescribe a percentage of the women's volleyball budget as part of the penalty, the panel prescribes two separate \$5,000 fines to account for the Level II and Level III violations. The Level III violations are subsumed into the greater case.

head coach will be informed in writing by the NCAA that the panel prescribes a one-year show-cause order pursuant to Bylaw 19.9.5.4. The terms of the show-cause order are as follows:

- a. During the period of the show-cause order, the head coach shall attend an NCAA Regional Rules Seminar. As part of its annual compliance reports, SJU shall certify all sessions at the seminar attended by the head coach.
- b. Head coach restriction: As part of the show-cause order and pursuant to Bylaw 19.9.5.5, SJU shall suspend the head coach from all coaching duties for two and one-half months and from 14 regular season contests. (Self-imposed and served from June 2, 2017, to September 18, 2017.)

The show-cause period shall run from December 20, 2018, through December 19, 2019. SJU or any member institution that employs the head coach during the term of the show-cause shall abide by the terms of the show-cause or contact the Office of the Committees on Infractions (OCOI) to review the penalty. If the head coach obtains employment or affiliation at another NCAA member institution during the show-cause period, the employing institution shall, within 30 days of hiring her, be required to contact the OCOI to make arrangements to show cause why the penalty should not apply or notify the OCOI that it will abide by the show cause order and fulfill reporting requirements.

**Additional Penalties for Level II Violations (Bylaw 19.9.7)**

6. Public reprimand and censure.
7. During the time of probation, the institution shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct the coaches, the faculty athletics representative, all athletics department personnel and all institution staff members with responsibility for NCAA recruiting and certification legislation;
  - b. Submit a preliminary report to the OCOI by February 15, 2019, setting forth a schedule for establishing this compliance and educational program;
  - c. File with the OCOI an annual compliance report indicating the progress made with this program by October 31 during each year of probation. Particular emphasis shall be placed on establishing a viable and comprehensive rules compliance system and adhering to all NCAA bylaws regarding inducements and benefits;
  - d. Inform in writing women's volleyball prospects that the institution is on probation for two years and detail the violations committed. If a prospective student-athlete takes an official paid visit, the information regarding violations, penalties and terms of probation must be

provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent; and

- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions report located on the athletic department's main or "landing" webpage. The information shall also be included in women's volleyball media guides and in an alumni publication. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the infractions case; and (iii) provide a clear indication of what happened in the infractions case. A statement that refers only to the probationary period with nothing more is not sufficient.
8. Following the receipt of the compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the COI affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises SJU that it should take every precaution to ensure the terms of the penalties are observed. The COI 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 may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL  
Carol Cartwright  
Jason Leonard, Chief Hearing Officer  
Stephen Madva  
Joel Maturi  
Roderick Perry

**APPENDIX ONE**

**ST. JOHN'S UNIVERSITY'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE  
OCTOBER 26, 2018, SUMMARY DISPOSITION REPORT**

1. SJU declined to seek reinstatement of eligibility for the prospect and directed her to seek enrollment and competition at another university or college for the Fall of 2017.
2. SJU will no longer recruit incoming international prospective student-athletes be permitted to enroll in the SJU "The Language Connection" (TLC) program. The students enrolled in the TLC program are deemed non-matriculated students at SJU and they are still PSAs under NCAA rules. As a result, a new policy will be established which will require recruited incoming international prospective student athletes to meet all of the following criteria prior to departing their home country for enrollment in any term (Summer, Fall, Winter, Spring) at SJU:
  - a. Deemed a NCAA Division I Final Qualifier with the NCAA Eligibility Center for the upcoming term of enrollment at SJU.
  - b. Deemed a NCAA Division I Final Certified for Amateurism (No Conditions) in the applicable sport for the upcoming term of enrollment at SJU. Please note, Final Amateurism Certification (With conditions) will be handled on a case by case situation.
  - c. Present the University with proof of English proficiency (e.g. TOEFL exam score, IELTS exam score, SAT-Verbal score, 6 credits or more of transferable English college credit with a B grade or higher, SJU ESL exam score) for full admission to the university as a fully matriculated student pursuing a bachelor's degree for the upcoming term of enrollment at SJU.
  - d. Receive an I-20 (F-1 visa) from the SJU International Student Services Office for the upcoming term of enrollment at SJU.

Please note, if the recruited incoming international prospective student-athlete is a transfer from a domestic institution (two year or four year college) or a transfer from a foreign university or college (four year college), the PSA must meet all NCAA progress toward degree and transfer eligibility requirements which includes SJU receiving all final official transcripts in the native language and official line by line English translation for all schools attended with a final official WES evaluation (required for foreign university transfers only) for all universities attended prior to the PSA departing their home country for enrollment in any term (Summer, Fall, Winter, Spring) at SJU.

A law firm with expertise in athletics compliance matters will provide specific NCAA rules education to all SJU's Sport Administrators.

Increased Shared Responsibility NCAA Rules Education- Various offices throughout the Athletic Department will be provided specific rules education by the Compliance Office staff so a situation of having a PSA getting access to the use of the athletic department facility for an extended period of time (five months) such as the prospect in this case should no longer occur or go undetected.

- Academic Support Equipment Room Sports Medicine
- Strength and Conditioning
- Athletic Communications
- Business Affairs
- Head Coaches



**APPENDIX TWO**  
**Bylaw Citations**

**Division I Manual 2015-16 Manual**

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

**Division I 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.

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

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

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

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

**13.11.1 Prohibited Activities.** A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf) any physical activity (e.g., practice session or test/tryout)

at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.