



**UNIVERSITY OF MISSOURI, COLUMBIA**  
**PUBLIC INFRACTIONS DECISION**  
**January 31, 2019**

**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 decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved academic violations at the University of Missouri, Columbia.<sup>2</sup> Specifically, an athletics department tutor completed and provided Missouri student-athletes with academic work in courses offered by Missouri, other institutions and on a Missouri math placement exam. While all parties agree that the conduct violated multiple bylaws that fell into different categories, the tutor's conduct violated a basic principle. Simply stated, she did their work.

Beginning in the summer of 2015 and continuing through the summer of 2016, the tutor completed academic work on behalf of 12 Missouri student-athletes. Both Missouri and the tutor admitted that her conduct violated ethical conduct and benefits bylaws. The conduct ranged from completing an entire course on behalf of one student-athlete to completing entire (or portions of) homework assignments, quizzes and exams for others. For two student-athletes, she helped complete a Missouri math placement exam to ensure that they would not be required to take a remedial math course. The tutor felt pressure to ensure that student-athletes passed their courses. She believed that Missouri personnel approved and rewarded her for her conduct, but such approval was not demonstrated by the record. The record did, however, demonstrate that the tutor committed several academic integrity violations on behalf of student-athletes. Missouri acknowledged, and the panel agrees, those violations are Level I.

The panel classifies this case as Level I-Standard for Missouri and as Level I-Aggravated for the tutor's violations. In reaching that classification, the panel accepts the agreed-upon aggravating and mitigating factors and assesses them by weight and number. In prescribing appropriate penalties, the panel specifically notes Missouri's analysis that the case was a "low-end standard" or "upper-end mitigated" case. The panel agrees. Consistent with Missouri's original statements, the panel prescribes penalties at the low end of the ranges available for Level I-Standard cases.

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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 Southeastern Conference, Missouri has an approximate enrollment of 31,000 students. It sponsors 11 women's and nine men's sports. This is Missouri's sixth Level I, Level II or major infractions case. Missouri had previous cases in 2016 (men's basketball), 2004 (men's basketball), 1990 (men's basketball), 1979 (football) and 1962 (football).

Utilizing the Association's current penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following penalties: three years of probation; a one-year postseason ban for the institution's football, baseball and softball programs; a fine of \$5,000 plus one percent each of the football, baseball and softball budgets, as well as scholarship reductions and recruiting restrictions in those programs; a vacation of records and the disassociation of the tutor. The panel also prescribes a 10-year show-cause order for the tutor's conduct.

## **II. CASE HISTORY**

In an effort to hold all parties accountable, this case has involved multiple phases. The full procedural history is contained in Appendix Three. The case began with a former athletics department tutor (tutor), the individual at the center of the conduct, self-reporting her actions to the Missouri compliance department. Thereafter, the NCAA enforcement staff and Missouri submitted a summary disposition report (SDR) without the inclusion of the tutor as a party. Prior to considering the SDR, the panel sought clarification on a number of issues regarding how the academic issues were charged and the absence of the tutor as a named party. Based on concerns related to those issues, the panel rejected the SDR. The enforcement staff then issued the same allegation in a notice of allegations (NOA) as was presented in the rejected SDR that required an in-person infractions hearing with the enforcement staff and Missouri only. Following the hearing, the panel issued an amended allegation based on its determination that all necessary parties—the tutor—had not been included in earlier phases of the case. The normal NOA process ensued and, after no parties objected, the panel resolved the case on the written record.

## **III. FINDINGS OF FACT**

The conduct at issue in this case stemmed from the tutor's assistance to 12 Missouri student-athletes. The tutor's assistance involved completing varying degrees of work for Missouri student-athletes enrolled in courses offered by Missouri, a non-NCAA member institution and another NCAA member institution. She also provided student-athletes with assistance on a Missouri math placement exam. The tutor engaged in this activity despite receiving extensive and comprehensive education on appropriate tutoring practices. She also acknowledged her understanding of appropriate tutoring conduct by signing the Tutor Provisions Contract on five different occasions over a five-year span.

The tutor's affiliation with Missouri began in the mid-2000's, as a graduate student seeking an advanced degree. She ultimately earned a master's degree in mathematics education. In August 2010, Missouri hired her as a part-time instructor and math tutor for the athletics department.<sup>3</sup> From 2010 to 2016, she tutored off and on for the athletics department, until she resigned on

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<sup>3</sup> Missouri provides academic support to student-athletes through a program called the Mizzou Made Academic Program (MMAP).

November 7, 2016.<sup>4</sup> The tutor's resignation came five days after she reported to the Missouri compliance staff that she had engaged in NCAA violations while tutoring student-athletes.

Based on her education and experience, the tutor was a highly regarded MMAP tutor, even being called upon to train less experienced tutors. Upon being hired, the tutor worked in the math lab, tutoring student-athletes on a walk-in basis. In 2013, she began tutoring student-athletes one-on-one. From 2013 through her resignation, the tutor tutored approximately 230 student-athletes.

According to the tutor, her situation started to turn in 2015. During the summer of 2015 and while facing financial difficulties, the tutor requested additional tutoring hours and a pay advance. Because Missouri did not provide pay advances, the associate athletics director for academics provided her with a five dollar per hour raise. Around the same time, an academic coordinator informed her that a men's basketball player to whom she was assigned would be away from campus for the summer but needed to pass his applied statistics course to graduate. In her interview with the enforcement staff and Missouri, the tutor noted that academic coordinators historically would view her online schedule and insert new student-athletes to be tutored in her available time slots. This situation was different from the typical process. It involved direct interaction with an academic coordinator regarding the student-athlete's circumstances.

Based on this direct interaction regarding the men's basketball student-athlete, the tutor said that she felt pressure to ensure that the student-athlete passed. Thus, for the first time, she resorted to completing work on behalf of a student-athlete. In her interview, the tutor acknowledged that this process repeated itself with other academic coordinators and other student-athletes. She also stated that she believed the pay raise she received was an acknowledgement and reward by the academic staff for completing work on behalf of student-athletes. Therefore, the tutor continued to complete varying degrees of academic work for student-athletes. Generally, that work fell into three categories: (1) courses offered by Missouri; (2) courses offered by other institutions; and (3) a Missouri math placement exam.

### **Courses Offered by Missouri**

With respect to courses offered by Missouri, the tutor completed varying degrees of work for a total of six student-athletes in two different Missouri math courses. In the first course, applied statistics, the tutor provided and, on a few occasions, submitted completed homework assignments to five student-athletes. In the second course, Statistics 1200, the tutor completed homework and quiz problems for a softball student-athlete when the student-athlete could not figure out the solutions on her own.

With respect to the five student-athletes, the tutor completed homework assignments for them in their applied statistics course. The course was a self-paced, online course that involved 12

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<sup>4</sup> The tutor left Missouri for the 2013-14 academic year to teach math at a local high school. She returned as a math tutor for MMAP in fall 2014.

homework assignments and three proctored exams. Email correspondence in the record demonstrated that the tutor completed and emailed assignments two through 12 to the student-athlete with the instruction to copy and paste the work into a new document and save it under his name.<sup>5</sup> The student-athlete submitted the assignments as his own work. Although IP addresses associated with the submissions were located in North Carolina, the assignments' metadata identified the tutor as the author and editor.

With the assignments complete, the tutor reported that she made small modifications to the documents in order to provide them to subsequent student-athletes. From summer 2015 through spring 2016, she also provided four other student-athletes with completed assignments. She provided one student-athlete with all 12 completed assignments and the other student-athletes with four to nine assignments each. Two of those student-athletes took the class remotely. Generally, the student-athletes submitted the assignments as their own, though on a few occasions, the tutor submitted some of the assignments for one of the student-athletes.

After discovering the conduct, Missouri referred all five instances to the Office of Student Rights and Responsibilities. Missouri determined that three of the student-athletes, including two who eventually dropped the course, were guilty of cheating pursuant to Missouri's honor code.<sup>6</sup> Of the remaining two student-athletes, Missouri determined that there was not enough information to determine whether an honor code violation occurred for one student-athlete. It placed a hold on the other student-athlete's account due to his unresponsiveness.

Of the five student-athletes to whom the tutor provided completed assignments, three had finished competing for Missouri and were taking the course remotely to complete their degrees. The two other student-athletes were members of the Missouri football and baseball team, respectively. Each subsequently competed after receiving completed assignments from the tutor and submitting the assignments as their own work.<sup>7</sup>

With respect to the softball student-athlete, the tutor also completed and provided her with solutions to homework and quiz questions in her Statistics 1200 course. The course was an in-person course that required homework assignments and quizzes be completed online. At the beginning of the course, the student-athlete met with the tutor regularly. As the semester progressed, however, she began cancelling sessions and typically worked independently. Because the two would not always

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<sup>5</sup> Although email correspondence only demonstrated that the tutor provided the student-athlete with 11 of the 12 assignments, the tutor reported that she completed all 12 assignments during the summer of 2015.

<sup>6</sup> During the investigation, Missouri and the enforcement staff sought joint interpretations from the NCAA Academic and Membership Affairs (AMA) staff regarding the two student-athletes who received completed assignments but ultimately withdrew from the course. Although Missouri determined that the student-athletes violated its honor code, the AMA staff opined that because the conduct did not result in fraudulent academic credit or an erroneous declaration of eligibility, the conduct did not constitute academic misconduct. The AMA staff identified that the conduct did support an impermissible academic benefit.

<sup>7</sup> The student-athletes ultimately dropped the course but not before submitting eight and 12 completed assignments, respectively.

meet in person, the tutor provided the student-athlete with her cellphone number and told her she could text her questions. And, on occasion, she did. But the student-athlete did not ask for guidance. Instead, she sent the tutor screenshots of homework and quiz questions when she could not figure out the correct solution. On these occasions, the tutor would work out the problems and text the problems and answers back to the student-athlete. The student-athlete acknowledged that she submitted the answers provided by the tutor as her own work.<sup>8</sup> Missouri also referred the conduct to the Office of Student Rights and Responsibilities, which determined that the student-athlete engaged in academic misconduct. After receiving the assistance, the student-athlete competed in the 2015-16 softball season prior to being declared ineligible and going through the student-athlete reinstatement process.

### **Courses Offered by Other Institutions**

The tutor's course assistance was not limited to Missouri student-athletes' work in Missouri courses. Because Missouri's math courses are historically difficult, a significant portion of the student population fulfills math requirements in courses offered by other institutions. As it relates to this case, six Missouri student-athletes utilized that opportunity to complete their algebra requirement. Four student-athletes (three football, one women's soccer) took an online algebra course offered by a local non-NCAA member institution. Two other football student-athletes fulfilled their algebra requirements through an online course offered by a Division II member institution.

For the four student-athletes enrolled in the algebra class at the local non-NCAA institution, that school offered an eight-week online course in which students submitted all coursework electronically. The course involved unproctored tests, homework, quizzes and a discussion board. The tutor reported that she completed coursework on behalf of all four student-athletes. The amount of coursework and the method in which she completed it varied from student to student. Her assistance ranged from obtaining student-athletes' usernames and passwords and completing their coursework independently to writing out or personally completing work in the presence of student-athletes during their scheduled tutoring sessions. She also responded to screenshots of exam and homework questions with solutions to those problems, in a similar fashion to how she assisted the softball student-athlete described earlier.

For one of the football student-athletes in the algebra course, the tutor completed the course in its entirety after the student-athlete, with her assistance, did not pass the course on his first attempt.<sup>9</sup> The student-athlete first attempted the course in summer 2015. In his interview with the enforcement staff and Missouri, he acknowledged that he received significant assistance from the tutor in the summer but also asserted that he completed some of the work himself. With respect to the tutor's assistance, he stated there were times that he would show up for tutoring sessions and the tutor would tell him that he was "fine," which he understood to mean that she would complete the

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<sup>8</sup> The tutor provided the student-athlete with six homework and two quiz problems and solutions.

<sup>9</sup> This student-athlete was also one of the student-athletes to whom the tutor provided assignments in the Missouri applied statistics course discussed above.

work for him. The student-athlete retook the course because during the summer neither he nor the tutor were aware of the discussion board portion of the course and neither completed it. As a result, the student-athlete did not pass the course. When the student-athlete enrolled in the course for a second time in fall 2015, the tutor completed the course in its entirety. The student-athlete acknowledged that he allowed the tutor to complete the entire course the second time because it relieved some of his burden during his final season.

Although the conduct involved one of its employees and four of its student-athletes, Missouri did not review the conduct under its honor code. Rather, Missouri provided the non-NCAA school with the information developed during the investigation. The non-NCAA school adjudicated the Missouri student-athletes through its academic misconduct process and, in each circumstance, determined that academic misconduct occurred and changed all four student-athletes' grades to an F.<sup>10</sup> The three football student-athletes competed after the tutor completed work on their behalf. The women's soccer student-athlete did not compete after the tutor completed work on her behalf.

In summer 2015, the tutor also completed work for two other football student-athletes who took an online algebra course offered by Adams State University, a Division II NCAA member institution. The tutor obtained the student-athletes' usernames and passwords and completed portions of their coursework on their behalf. The course was an online, open enrollment course that involved homework assignments and four exams. Two of those exams were self-administered and unproctored.

When interviewed, both student-athletes denied that the tutor completed any work on their behalf. The tutor, on the other hand, admitted to completing all of the homework for one student-athlete and about two-thirds of the homework for the other. She also admitted to completing both of their unproctored exams. The tutor provided the enforcement staff with text messages that contradicted the student-athletes' versions of her assistance. For example, one student-athlete texted her, "Hi! I was wondering if you had finished the other homework assignments?!" The tutor also produced text messages with the other student-athlete in which she informed him that she had not finished working through his homework and had completed his unproctored exam.<sup>11</sup> Given the corroboration, Missouri and the enforcement staff agreed with the tutor's version of events. Based on the corroborative information, it is more likely that the tutor completed all of the homework for one student-athlete and two-thirds of the homework for the other, as well as both of the unproctored exams for each.

Although the conduct involved one of its employees and its student-athletes, Missouri did not review the conduct under its honor code. Rather, Missouri provided Adams State with the information developed during the investigation. Adams State adjudicated the Missouri student-athletes through its academic misconduct process and, in both circumstances, concluded that it

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<sup>10</sup> With respect to the student-athlete who attempted the course on two occasions, it appears that the non-NCAA school only adjudicated his second attempt, when the tutor completed all of his coursework.

<sup>11</sup> The Division II institution's records demonstrate that someone completed the exam on the same date as the text exchange.

could not determine whether the conduct violated its academic misconduct policy. Because the student-athletes denied involvement in the conduct, the Adams State determined that it did not have sufficient information to prove academic integrity violations occurred. Both student-athletes competed for the Missouri football team after the tutor completed work on their behalf.

### **Missouri Math Placement Exam**

In addition to the tutor's varying degrees of completing the student-athletes' academic work, the tutor assisted in two football student-athletes' completion of their Missouri math placement exam, first in December 2015 and again in April 2016. Missouri required that all students take the placement exam to determine whether they must first complete a remedial math course prior to enrolling in college algebra. The exam was unproctored. The instructions to the exam clearly stated that students could not receive any help on the exam.

Both student-athletes' academic advisors scheduled prep sessions with the tutor prior to the student-athletes taking the placement exam. During these sessions, the tutor and the student-athletes completed the placement exam. The instructions on the exam stated that the test be taken alone and without assistance. Despite these instructions, the tutor remained in the room on both occasions and she assisted the student-athletes by breaking down equations, completing calculations and inputting answers. Both student-athletes achieved high enough results to enroll in college algebra.<sup>12</sup>

After discovering the conduct, Missouri referred both instances to the Office of Student Rights and Responsibilities. Missouri determined that both student-athletes were guilty of cheating pursuant to Missouri's honor code.<sup>13</sup> Both student-athletes competed after the tutor completed portions of their placement exams.

## **IV. ANALYSIS**

All parties agreed that the tutor's completion of academic work on behalf of student-athletes violated ethical conduct and benefits bylaws. The panel concludes that all of the violations are Level I.

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<sup>12</sup> One of the student-athletes then enrolled in the algebra course offered by the non-NCAA institution and, as discussed above, the tutor again completed work on his behalf.

<sup>13</sup> During the investigation, Missouri and the enforcement staff sought joint interpretations from the NCAA AMA staff regarding the two student-athletes who received assistance on the placement exam. AMA opined that the conduct amounted to fraudulence or misconduct in connection with an entrance or placement exam.

**UNETHICAL CONDUCT: ACADEMIC FRAUD, IMPERMISSIBLE ACADEMIC ASSISTANCE AND FRAUDULENCE IN CONNECTION WITH A PLACEMENT EXAM [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 16.11.2.1 (2014-15 and 2015-16), 10.1-(b) (2015-16) and 10.1-(h) (2015-16)] (Level I)**

Missouri, the enforcement staff and the tutor agreed that for roughly a one-year period, the tutor completed academic work on behalf of student-athletes. She completed work for student-athletes enrolled in courses offered by Missouri, offered by other institutions and in connection with a Missouri math placement exam. All parties agreed that the conduct violated the principles of ethical conduct outlined in Bylaw 10 and did not align with appropriate benefits addressed in Bylaw 16. Missouri also agreed the violations were Level I. The panel agrees and concludes that Bylaw 10 and 16 violations occurred and that those violations are Level I.

**1. NCAA legislation relating to academic violations (i.e., academic misconduct, academic extra benefits and fraudulence in connection with an entrance exam).**

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

**2. Over the course of approximately one year, the tutor completed academic work for 12 student-athletes.**

Beginning in summer 2015 and continuing through summer 2016, the tutor completed academic work on behalf of 12 student-athletes in courses offered by Missouri, offered by other institutions and in connection with a Missouri math placement exam. She completed varying degrees of work for each of the student-athletes. For most of the student-athletes, she completed entire (or portions of) assignments, quizzes or exams within online courses in which they were enrolled. For one student-athlete, she completed a course in its entirety. For two student-athletes, she completed portions of an institutional math placement exam to ensure they would not have to enroll in a remedial course. The conduct resulted in Level I Bylaw 10 and 16 violations.

Bylaw 10 governs ethical conduct in collegiate athletics, with Bylaw 10.01.1 generally requiring that student-athletes and those employed by or associated with an institution's athletics program to act with honesty and sportsmanship at all times. Bylaw 10.1 identifies several categories of unethical conduct, including knowing involvement in: arranging for fraudulent academic credit or false transcripts (Bylaw 10.1-(b)); providing extra benefits (Bylaw 10.1-(c)); and fraudulence in connection with an entrance or placement exam (Bylaw 10.1-(h)). An April 16, 2014, Official Interpretation of Bylaw 10.1-(b) explains that an institution has the authority to determine whether any academic misconduct has occurred consistent with its own policies applicable to all students. The interpretation also requires institutions to report academic misconduct violations when the conduct results in: (1) arranging for fraudulent academic credit or false transcripts or (2) an



erroneous declaration of eligibility and a student-athlete's subsequent competition.<sup>14</sup> Finally, Bylaw 16 outlines permissible benefits, including academic support, that institutions may provide student-athletes.

Simply put, 12 student-athletes did not complete their own work. The tutor did. Although the tutor claimed to have felt pressure to ensure that student-athletes passed courses and believed her raise to be an overt acknowledgement and approval of her misdeeds, the record does not support a broader institutional scheme. It does support one institutional employee using her role as an athletics tutor to complete an entire course; select assignments, quizzes and exams (or portions of them); and providing assistance on placement exams to ensure student-athletes earned high enough scores. Although the conduct may be characterized as different types of academic violations under the applicable bylaws and interpretations based on the degree or type of help, at their core, all bylaws require student-athletes to do their own work. Here, that did not occur. In this case, the panel accepts the bylaw framing of the academic violations.

The tutor, an individual hired by the athletics department and entrusted to guide student-athletes through their academics, took it upon herself to complete work on their behalf. This conduct failed to meet standards of behavior required of institutional staff members under Bylaws 10.01.1 and 10.1. More specifically, when she substituted her academic work for the student-athletes' she violated multiple provisions of Bylaws 10.1 and 16.

Under the academic misconduct framework applicable to this case, the COI has routinely concluded that when institutional staff members complete work on behalf of student-athletes, Bylaw 10.1 and 16 violations occur. *See University of Northern Colorado* (2017) (concluding that Level I academic misconduct violations occurred when the head men's basketball coach and four of his staff members completed online coursework for multiple prospects); *California State University, Northridge* (2016) (concluding that Level I unethical conduct and extra benefits violations occurred when a director of basketball operations completed varying degrees of coursework in online courses for men's basketball student-athletes); and *Georgia Southern University* (2016) (concluding that Level I unethical conduct and benefits violations occurred when a compliance officer gave a student-athlete a flash drive containing coursework and he submitted some of the coursework as his own and when a staff member submitted extra credit papers for two student-athletes without their knowledge). The tutor's conduct is analogous with these cases. Additionally, Bylaw 19.1.1 lists both unethical conduct and academic misconduct as examples of Level I violations. Consistent with these cases and Bylaw 19.1.1, the panel concludes that Level I academic and benefits violations occurred.

The conduct at issue in this case is also distinguishable from the COI's decision in *University of North Carolina at Chapel Hill* (2017). Among other differences, UNC stood by the courses and the grades it awarded student-athletes. In support of that position, UNC asserted that although

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<sup>14</sup> The panel notes, and discusses below, that the regulatory framework for academic misconduct has been simplified and now resides in Bylaw 14, but may not be without its own complexities.

courses were created and graded by an office secretary, student-athletes completed their own work. Here, by contrast, Missouri acknowledged that the tutor completed student-athletes' work and, in most instances, this conduct violated its honor code.

In the COI's past academic cases, the COI has consistently held both the institution and the institutional employee who engaged in the unethical conduct accountable for their actions.<sup>15</sup> In this case, the principle actor who admitted to committing NCAA violations, was not originally a party to the case. The enforcement staff opted not to include the tutor as a party in the case largely due to her repeated threats to breach confidentiality. Threats within the infractions process should not serve as a shield from accountability. The membership entrusts all those within the infractions process to hold institutions and current and former institutional employees accountable when they break the membership's rules. Consistent with that obligation, the panel brought the tutor into this case as a party and concludes that she committed Level I violations.

Although the panel simplifies this case down to the basic principle of someone other than student-athletes completing their work, the case presented a potential gap in academic misconduct legislation and continued to illustrate the delicate balance of AMA interpretations within the infractions process. With regard to academic misconduct legislation, a legislative gap may exist if an institution is permitted to defer academic judgments involving its student-athletes' and its employees' conduct to a different institution that offered the course. This is particularly true when the institution offering the course is outside the NCAA membership and not required to develop written academic integrity policies and to adjudicate instances of potential academic integrity violations in accordance with those policies. With respect to interpretations, the panel recognizes the important role of AMA interpretations in providing guidance to the membership and the initial framing and charging of a case. Although the interpretations were not a determinative issue in deciding this case, the panel is encouraged that the membership's current review of the interpretive process will consider the proper balance between interpretations and the COI's role of applying bylaws to facts within a case. *See University of Oregon (2017)*.

## **V. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the panel concludes this case involved Level I violations of NCAA legislation. Level I violations are severe breaches of conduct that seriously undermine or threaten the integrity of the NCAA Collegiate model. Bylaw 19.1.1 specifically identifies academic misconduct and unethical conduct as examples of Level I violations.

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<sup>15</sup> The panel is aware of one case that involved academic misconduct, then called academic fraud, violations without an involved individual largely due to the inability to identify who committed the academic violations. *See Alabama State University (2008)*.

In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.0.2, 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 19.95 and 19.9.7 to prescribe penalties.<sup>16</sup>

The panel determined the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level I-Standard for Missouri and Level I-Aggravated for the tutor's violations.

### **Aggravating factors for Missouri**

19.9.3-(b) A history of Level I, Level II or major violations by the institution; and  
19.9.3-(i) One or more violations caused significant eligibility or substantial harm to a student-athlete.

### **Mitigating factors for Missouri**

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

### **Aggravating factors for the tutor**

19.9.3-(e) Unethical conduct;  
19.9.3-(h) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;  
19.9.3-(i) One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect;  
19.9.3-(j) Conduct or circumstances demonstrating an abuse of position of trust; and  
19.9.3-(m) Intentional, willful or blatant disregard for the NCAA constitution or bylaws.

### **Mitigating factors for the tutor**

19.9.4-(b) Prompt acknowledgement and acceptance of responsibility; and  
19.9.4-(h) Absence of prior conclusions of Level I, Level II or major violations.

Cases historically have had symmetry between aggravating and mitigating factors for institutions and involved individuals when involved individuals are operating as institutional employees—particularly when involved individuals are operating within the scope of their employment. Under

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<sup>16</sup> The membership adjusted and expanded the ranges in the penalty guidelines related to Level I-Aggravated violations. The adjusted cells became immediately effective on August 8, 2018.

this approach, some of the tutor's aggravating factors may have also applied to Missouri (e.g., 19.9.3-(e), (h), (j) and (m)). In this case, however, the panel resolves the case based on the parties' final positions related to identified factors and does not apply those aggravating factors to Missouri. The panel does so based on the nature of the record in this case. Because this case is unique, it should not be cited as precedent in this limited regard. The COI will continue to review aggravating and mitigating factors on a fact-by-fact and case-by-case basis and institutions remain responsible for the conduct of their employees.

In addition to the two agreed-upon aggravating factors and the four agreed-upon mitigating factors, Missouri asserted that two additional mitigating factors applied—Bylaw 19.9.4-(a), *Prompt self-detection and self-disclosure of the violations*, and 19.9.4-(e), *Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards*. The enforcement staff did not agree with Bylaw 19.9.4-(a) and took no positions regarding Bylaw 19.9.4-(e). The panel determines that neither applies.

With respect to Bylaw 19.9.4-(a), the mitigating factor requires *both* prompt self-detection and self-disclosure of the violations. While Missouri promptly self-reported the violations, it did not promptly self-detect them. The offending conduct continued for one year. But for the tutor's decision to come forward with her conduct, Missouri would not have known that the tutor was completing student-athletes' academic work.

Missouri asserted that a form of self-detection is to have in place a robust rules education program and a culture of compliance where every employee knows the rules and understands the exposure related to deviating from the rules. Missouri further claimed that it was its culture of compliance that compelled the tutor to come forward and self-report her misdeeds. Missouri is correct in that those are examples of well-functioning compliance systems. Its application to this case, however, is a stretch. The record did not demonstrate that Missouri failed to monitor, but it also did not demonstrate that Missouri had systems in place designed for prompt self-detection associated with this mitigating factor (e.g., spot checking metadata on submitted assignments). The facts of this case do not support prompt self-detection.

Previously, the COI has declined to apply this mitigating factor when institutions become aware of violations after a significant passage of time. *See Appalachian State University (2016)* (determining that Bylaw 19.9.4-(a) did not apply after an institution became aware of violations approximately three years after the conduct occurred). At the time the tutor began completing student-athletes' work, she knew it was wrong. Missouri's culture of compliance did not compel her to come forward right away. Instead, she felt comfortable continuing to complete work on behalf of a total of 12 student-athletes over an entire year. Further, without her change of heart, she may have continued to complete work on behalf of student-athletes without Missouri's knowledge.

The panel also determines that Bylaw 19.9.4-(e) does not apply because the institution's compliance systems in place at the time of the conduct did not deter or detect the violations in a

timely manner. To its credit, after discovering the violations Missouri assembled a team to review policies and procedures and submitted roughly eight pages of process improvements related to its academic support of its student-athletes. The panel recognizes these process improvements as corrective actions in Appendix One. But the COI has routinely concluded that this mitigating factor applies only when an institution's compliance system is in place at the time the violations occurred and led to the detection of the violations. *See North Carolina Central University (2018)* (determining that the factor did not apply because NCCU implemented compliance improvements after discovering the violations); *Rutgers University (2017)* (same); and *University of Missouri (2016)* (same). Here, Missouri had a robust rules education program; however, Missouri's compliance systems did not uncover the violations. While some of the violations occurred discreetly, others occurred during regular tutoring sessions in the computer lab at the athletic training complex.

Further, the panel makes specific note that Missouri now has had two Level I cases in less than three years. Irrespective of the earlier case, Bylaw 19.9.4-(e) would not apply to the facts presently before the panel. However, the facts of Missouri's case provide additional support for why that mitigating factor is not appropriate here. Substantively, this case involved different violations than the earlier case. But the previous case involved a failure to monitor. Following a failure to monitor violation, it is incumbent upon institutions to review and, where appropriate, enhance compliance systems in all areas. The facts of *this case* do not support a failure to monitor violation. Although a failure to monitor violation did not occur, the facts also do not support mitigation for implementing a system of compliance methods designed to ensure rules compliance—particularly in light of the Missouri's 2016 case.

In light of the aggravating and mitigating factors, the panel considered whether this case was a Level I-Standard or Level I-Mitigated case and determines that the facts, violations and factors support a Level I-Standard classification. In its statement attached to the original SDR, Missouri admitted that the case was a "low-end (tending toward mitigated) standard case" or an "upper-end mitigated case." Throughout the processing of the case, Missouri continued to assert that it believed the case to fall on the Level I-Mitigated side. The panel agrees with Missouri's original analysis and, in prescribing penalties, the panel notes the significant overlap in the ranges associated with low-end Level I-Standard penalties and upper-end Level I-Mitigated penalties under the penalty guidelines. Considering that overlap, the panel intentionally looked to prescribing the lowest penalties associated with Level I-Standard ranges.<sup>17</sup>

While every case is unique and the COI conducts a new analysis based on those unique facts and circumstances, the panel's penalties in this case closely align with the penalties prescribed in other recent Level I-Standard cases involving a Level I academic violations. *See CSUN, University of Southern Mississippi (2016), Southern Methodist University (2015)*.<sup>18</sup> As well as other recent

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<sup>17</sup> A Level I-Mitigated classification would afford the panel with the availability of the same penalties.

<sup>18</sup> The Division I Infractions Appeals Committee also upheld institutional penalties and show-cause orders associated with involved individuals conduct in these cases.

decisions that involved Level I-Standard classifications but stemmed from non-academic underlying violations. *See California State University, Sacramento (2018) University of Mississippi (2017); Lamar University (2016)*. Like the referenced cases, the panel prescribed core penalties within the appropriate ranges for Level I-Standard cases.

In applying its penalties, the panel is also mindful of COI Internal Operating Procedure 4-5, which affords the COI the authority to grant sport-specific penalties. In distinguishing sport programs in this case, the panel focuses on the number of student-athletes in each sport program who did not complete their own work and the competitive advantages gained by each program. Specifically, the panel weighs heavily that the majority of student-athletes involved were members of the football program. Further, the football, baseball and softball programs experienced a significant competitive advantage because student-athletes in those programs participated while ineligible. Therefore, the panel tailors certain penalties to focus on those three programs.

All of the penalties prescribed in this case are independent and supplemental to any action the NCAA Division I Committee on Academics has taken or may take through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered Missouri's cooperation in all parts of this case and determines it was consistent with Missouri's obligation under Bylaw 19.2.3. The panel also considered Missouri's corrective actions, which are contained in Appendix One.

In accordance with the Association's required penalty guidelines (Figure 19-1), the panel prescribes the following penalties (self-imposed penalties are so noted):

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

1. Probation: Three years of probation from January 31, 2019, through January 30, 2022.<sup>19</sup>
2. Competition penalty: During the 2018-19 academic year, the baseball and softball programs shall end their seasons with playing their last regularly-scheduled in-season contest and shall not be eligible for participation in any postseason championships, including conference tournaments, NCAA championships, foreign tours or any exceptions to the limitation on the number(s) of contests that are provided in Bylaw 17. During the 2019-20 academic year, the football program shall end its season with the playing of its last regularly scheduled in-season contest and shall not be eligible to participate in any postseason championships, including conference tournaments, bowl games, foreign tours or any exceptions to the limitations on the number of contests that are provided in Bylaw 17.

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<sup>19</sup> Missouri proposed a one-year probationary period. Although institutions may recommend terms of probation, the authority to prescribe probation rests solely with the COI. Periods of probation always commence with the release of the infractions decision.

In accordance with Bylaw 14.7.2-(c), the COI recommends that the Committee for Legislative Relief waive the one-year residency requirement for student-athletes whose institution was placed on probation which included a postseason ban penalty.

3. Financial penalty: Missouri shall pay a \$5,000 fine plus one percent of each of the football, baseball and softball budgets.<sup>20</sup>
4. Scholarship reductions: During the 2019-20 academic year, Missouri shall reduce by five percent the amount of grants-in-aid awarded in the football, baseball and softball programs. The reductions shall be based on the average amount of aid awarded in each sport program over the past four academic years.
5. Recruiting restrictions

During the 2019-20 academic year, Missouri shall restrict recruiting as follows:

- a. A seven week ban on unofficial visits, including no scheduled unofficial visits and no complimentary tickets, in the football, baseball and softball programs.
- b. A 12.5 percent reduction in official visits in the football, baseball and softball programs. This amounts to reductions of seven visits in football and four visits in baseball. For the softball program, this reduction shall be based on the average number of official paid visits provided during the previous four academic years.
- c. A seven week ban on recruiting communications in the football, baseball and softball programs.
- d. A seven week ban on all off-campus recruiting contacts and evaluations in the football, baseball and softball programs.
- e. A 12.5 percent reduction in recruiting-person or evaluation days for the football, baseball and softball programs. This amounts to six fall 2019 and 21 spring 2020 evaluation days in football.

#### **Core Penalties for Level I-Aggravated Violations (Bylaw 19.9.5)**

6. Show-Cause Order (Tutor): The tutor acknowledged that she knowingly completed academic work on behalf of student-athletes. She further acknowledged that her conduct violated NCAA ethical conduct bylaws. Therefore, the tutor will be informed in writing by the NCAA that the panel prescribes a ten-year show-cause order pursuant to Bylaw 19.9.5.4. The show-cause period shall run from January 31, 2019, through January 30, 2029. During that time period,

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<sup>20</sup> Missouri self-imposed a \$5,000 fine. The fine shall be calculated and paid consistent with COI IOP 5-15-2 and 5-15-2-1.

any employing institution shall prohibit the tutor from engaging in any athletically related duties. If the tutor obtains employment or affiliation with another NCAA member institution during the show-cause period, the employing institution shall, within 30 days of hiring her, be required to contact the Office of the Committees on Infractions (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 I-Standard Violations (Bylaw 19.9.7)**

7. Public reprimand and censure through the release of the public infractions decision.
8. Vacation of records: Missouri acknowledged that ineligible student-athletes competed in the football, baseball and softball programs after the tutor completed academic work on their behalf.<sup>21</sup> Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3, Missouri shall vacate all regular season and conference tournament records and participation in which the ineligible student-athletes in this case competed from the time they became ineligible through the time they were reinstated as eligible for competition.<sup>22</sup> This order of vacation includes all regular season competition and conference tournaments. Further, if ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding its affected programs, as well as the records of the head coaches, shall reflect the vacated records and shall be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coaches shall similarly reflect the vacated wins in their career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated contests shall be removed from the athletics department stationary, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA shall be returned to the Association.

Finally, to ensure that all institutional and student-athlete vacations, statistics and records are accurately reflected in official NCAA publications and archives, the sports information

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<sup>21</sup> Although the tutor completed academic work for student-athletes who participated in other sport programs, those student-athletes did not compete while ineligible.

<sup>22</sup> Among other examples, the COI has indicated that a vacation of records is particularly appropriate when cases involve ineligible competition and academic violations. See COI IOP 5-15-4. The COI has consistently applied vacation of records penalties when student-athletes have competed while ineligible as a result of academic violations. See *Northern Colorado*; *University of Pacific* (2017); *CSUN* (2016); *University of Notre Dame* (2016); and *Georgia Southern*.



director (or other designee as assigned by the director of athletics) must contact the NCAA Media Coordination and Statistics office and appropriate conference officials to identify the specific student-athletes and contests impacted by the penalties. In addition, the institution must provide the NCAA Media Coordination and Statistics office with a written report detailing those discussions. This document will be maintained in the permanent files of the NCAA Media Coordination and Statistics office. This written report must be delivered to the office no later than 45 days following the release of this decision or, if the vacation penalty is appealed, at the conclusion of the appeals process. The sports information director (or designee) must also inform the OCOI of this submission to the NCAA Media Coordination and Statistics office.

9. Disassociation: Missouri disassociated the tutor. (Self-imposed.)<sup>23</sup> Pursuant to Bylaw 19.9.7-(i), the disassociation shall include:
- a. Refraining from accepting any assistance from the tutor that would aid in the recruitment of prospective student-athletes or the support of enrolled student-athletes;
  - b. Refusing financial assistance or contributions to Missouri's athletics program from the tutor or her business interests;
  - c. Ensuring that no athletics benefit or privilege is provided to the tutor, either directly or indirectly or her business interests;
  - d. Implementing other actions that Missouri determines to be within its authority to eliminate the involvement of the tutor in the institution's athletics program.
10. During this period of probation, Missouri shall:
- a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation;
  - b. Submit a preliminary report to the OCOI by March 15, 2019, setting forth a schedule for establishing this compliance and educational program;
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by December 15 during each year of probation. Particular emphasis shall be placed on Missouri's rules education and monitoring efforts related to its academic support of student-athletes ;

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<sup>23</sup> Pursuant to COI IOP 5-15-5, the COI does not prescribe periods of disassociation for longer than 10 years but does not prohibit institutions from self-imposing a period of disassociation for longer than 10 years.

- d. Inform prospects in affected sport programs that Missouri 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 infractions by providing, at a minimum, a statement to include the types of violations and the affected sport program and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for the involved sport. The institution's statement must: (i) clearly describe the infractions; (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 prospective student-athletes and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
11. Pursuant to Bylaw 19.9,10, the NCAA president may forward a copy of the public infractions decision to the appropriate regional accrediting agency.
12. Following the receipt of the final compliance report and prior to the conclusion of probation, Missouri's chancellor shall provide a letter to the COI affirming that Missouri's current athletics policies and practices conform to all requirements of NCAA regulations.

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The COI advises Missouri that it should take every precaution to ensure that it observes the terms of the penalties. The COI will monitor the penalties during their effective periods. Any action by Missouri contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending Missouri's probationary period, prescribing more severe penalties or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Norman C. Bay  
Carol Cartwright  
Larry Parkinson  
David M. Roberts, Chief Hearing Officer

**APPENDIX ONE**

**CORRECTIVE ACTIONS AS IDENTIFIED IN MISSOURI'S APRIL 20, 2018,  
RESPONSE TO THE NOTICE OF ALLEGATIONS**

Missouri identified the following corrective actions, including thorough explanation of each totaling approximately five pages. For brevity, the panel only reproduces the identified corrective action and the first explanatory sentence.

1. The University conducted a comprehensive review of the Mizzou Made Academic Program (MMAP), which is a College Reading and Learning Association-certified tutor program. The review team consisted of the Executive Associate Athletics Director for Compliance, the Associate Athletics Director for Compliance, the Faculty Athletics Representative (FAR), and the Associate Athletics Director for the MMAP.
2. Student-Athlete Academic Integrity Training. Existing student-athlete academic integrity education efforts were revised and enhanced with the addition of new components. All changes were implemented in Summer or Fall 2017 unless otherwise noted.
  - a. Training provided by FAR at squad meetings. The academic integrity training provided by the FAR to all freshmen and transfer football, wrestling and men's/women's basketball student-athletes during their summer orientation course underwent considerable revision. Likewise, the academic integrity training provided by the FAR in each sport's Fall 2017 squad meeting was significantly revised. The information presented was expanded to include "case studies" illustrating examples of different types of academic misconduct with particular emphasis on non-traditional courses (e.g., sharing of username and password, completion of online discussion boards, permissible resources). In addition, the FAR worked with the Associate Athletics Director for MMAP to create a video illustrating examples of academic misconduct, including sharing of username and passwords, completing online discussion boards, giving answers to questions, tutors completing nonproctored exams for student-athletes, texting between student-athlete and tutors, use of online course study sites, fraudulent attendance in classes where attendance is a component of the grade, student-on-student cheating, impermissible academic benefits from instructor to student and others present in room during quizzes/exams. These academic integrity training videos were shown to all student-athletes at the Spring 2018 squad meetings.
  - b. Joint training for student-athletes and tutors. Additional academic integrity training was added to existing training for all student-athletes who are tutored by an MMAP tutor. Each tutor and student-athlete now undergo a joint training session during the first tutor appointment for each class throughout the year to review appropriate interactions and to work through examples of academic misconduct together. This ensures that there is a clear understanding between tutor and student-athlete of what constitutes permissible academic assistance prior to occurrence of any tutoring.



athletes to log off computers in computer lab; tutors should not touch computer keyboards; all electronic communication between tutors and student-athletes is prohibited; all tutoring of student-athletes must occur at the MATC; tutors must report potential conflicts of interest that arise according to University of Missouri Collected Rules & Regulations (CRR 330.015).

4. Tutoring/Mentoring Policies and Procedures. MMAP tutoring/mentoring policies and procedures were enhanced as outlined below. These policies were implemented at the beginning of Fall 2017 unless otherwise indicated.
  - a. Electronic communication. All electronic communication (email, text, phone calls) between student-athletes and tutors/mentors is prohibited. All scheduling is done by the MMAP Academic Coordinators or the Associate Athletics Director for MMAP, and only Academic Coordinators or the Associate Athletics Director for MMAP are permitted to communicate schedule-related information to tutors/mentors and student-athletes.
  - b. Former student-athletes. Tutoring of former student-athletes is permitted only with approval from the Associate Athletic Director for MMAP; tutoring must occur in the MATC. Virtual tutoring (e.g., via Skype) may be provided, but the tutor must do so only in the MATC.
  - c. Other tutoring for pay. Tutors may not use individual or group MMAP tutoring sessions to solicit any business, including freelance tutoring. A potential conflict of interest may exist for tutors who decide to offer private tutoring for pay. Tutors who offer private tutoring services must be aware of the policies regarding such activity and what constitutes a "conflict of interest" per 330.015 of MU's Collected Rules and Regulations. Tutors who determine there may be a conflict must fill out the proper paperwork indicating he/she will conduct him/herself in such a way as to not be in conflict with University policy.
  - d. Collection of course syllabi. A new policy was instituted that requires MMAP Academic Coordinators to collect syllabi for all courses in which student-athletes are enrolled, whether the courses are offered by MU or by another institution. The syllabus shall be utilized during the first tutor appointment between the tutor and student-athlete to review academic integrity policies, appropriate level of assistance, instructor philosophy on group work, take-home exams, etc. The syllabi are being archived in the MMAP shared drive.
  - e. Study hall monitoring. A new policy was instituted that requires the MMAP Academic Coordinators to continuously monitor MMAP study hall and to observe tutor/student-athlete interactions while doing so. Continuous monitoring is achieved by assigning MMAP Academic Coordinators to study hall on a rotating schedule throughout the day.
  - f. Discussion of student-athlete eligibility and course performance. MMAP Academic Coordinators should refrain from making statements to tutors about student-athlete

academic performance that could be misinterpreted by tutors as coercive or encouraging academic dishonesty (e.g., "Student-athlete X needs to pass this course").

- g.** Courses offered by other institutions. Exams for courses offered by an institution other than the University of Missouri must be proctored (using an exam proctoring service), regardless of course policy, if MMAP is involved with arrangement of the course or provides tutoring for the course; MU Athletics will pay for the exam proctor. If a student-athlete proceeds to take the exam unproctored outside of the MMAP policy, the student-athlete will no longer be permitted to receive tutoring from the MMAP.
  - h.** "Course study" sites. Student-athletes, tutors and mentors are prohibited from accessing course study sites that post instructors' intellectual property without the instructors' consent (e.g., CourseHero, StudyBlue, Chegg, Quizlet); access to these sites on computers in the MMAP computer lab has been blocked.
  - i.** Paper review/editing. A new paper editing policy was established, such that if a student-athlete needs to have a paper reviewed electronically, the student-athlete must use the Campus Writing Lab that is available to all students. Otherwise, paper reviews must be done in person between the tutor and student-athlete with only the student-athlete at the keyboard.
  - j.** Violation of tutoring/mentoring policies. A strict no-tolerance policy for violation of MMAP tutoring/mentoring policies and procedures was established. Violation of MMAP policies will result in the following: hourly tutors will be released immediately, and Graduate Assistants who are on annual appointments will no longer tutor/mentor in MMAP and will be assigned other duties.
  - k.** Tutor/mentor hiring. Prior to hiring an MMAP tutor/mentor, the Associate Athletics Director for MMAP will verify with the Office of Students Rights and Responsibilities (now the Office of Academic Integrity) and the Office of Student Conduct that the potential tutor/mentor has no prior misconduct issues at Missouri. (To be implemented Fall 2018).
  - l.** Validation of tutor hours. Student-athletes are required to biometrically sign-in and sign-out of tutor/mentor sessions. At regular intervals, the student-athlete tutor data will be used to cross-check the reported tutor hours. Individual tutors will be randomly selected for cross-validation. (Implemented Spring 2018).
5. Campus Academic Integrity Initiatives. The FAR worked with campus administrators to coordinate with the University of Missouri-Columbia Campus and the University of Missouri System to address academic integrity issues. Many of the threats to academic integrity identified during the investigation and the review of the MMAP are not unique to athletics, nor are they unique to the University of Missouri. Institutions of higher learning everywhere are currently facing the challenges of academic integrity presented by non-traditional courses.

Corrective and preventive actions require buy-in and support from campus and system administrators for implementation.

- a.** Two-factor authentication. A significant academic integrity issue with online courses or traditional courses that have online assessment components is verification that students are uploading their own work. One way to verify student identity is two-factor authentication (2-FA), which provides an extra layer of security by requiring a user to log in with a username/password combination plus a second method of identity verification. The second method is a code sent to a device the user has physical access to, such as a cell phone or tablet. This method ensures that even if someone other than the student has the student's log-in credentials, the information is useless without access to the student's secondary device. The MU System implemented 2-FA for myHR in December 2017, and it is expected that 2-FA will be implemented for Canvas (the software the University uses to host courses) in Summer 2018.

In addition, the FAR met with the Director of Mizzou Online to discuss implementation of 2-FA for courses offered through Mizzou Online (i.e., all courses that are part of an MU Distance Learning Program). The Director of Mizzou Online is working with the other University of Missouri system campuses to develop a plan to implement 2-FA for Distance Learning Programs.

- b.** Provost's Task Force for Academic Integrity and the Office of Academic Integrity. The Provost appointed the FAR to the Provost's Task Force for Academic Integrity whose charge was to review academic integrity policies on the MU Campus with a particular focus on "course study" sites. The Task Force was created in Spring 2017 and included the Vice Provost for Undergraduate Studies and E-Learning, the Provost's Faculty Fellows for Academic Personnel, Academic Programs, and Faculty Development, the Director of the Office of Student Rights and Responsibilities, and the Associate Dean of the College of Arts & Sciences. The Task Force met biweekly throughout the semester during Fall 2017. Specific "course study" site recommendations for faculty and students were sent via mass email from the Office of Academic Integrity (formerly Office of Student Rights and Responsibilities) in Fall 2017. The Task Force determined that the existing policies were adequate, but that the website with the policies needed to be updated. The Office of Academic Integrity website was revised and the new site went live in January 2018, concluding the work of the Task Force.
- c.** Ongoing coordination of academic integrity effort between athletics and campus. The FAR continues to meet monthly with the Director of the Office of Academic Integrity and the Provost's Faculty Fellow for Academic Programs to maintain coordination and collaboration between athletics and campus academic integrity initiatives. The current focus of this group is development of a comprehensive communication plan that will provide regular and ongoing academic integrity messaging.





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

**Division I 2014-15 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:

- (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.

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

**Division I 2015-16 Manual**

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

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

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

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

**APPENDIX THREE**  
**Full Procedural History**

The case came to light on November 2, 2016, when the tutor self-reported conduct involving the type and amount of assistance she had been providing Missouri student-athletes in Missouri courses, courses taken at other institutions and on a Missouri math placement exam. Within a week, the tutor resigned and Missouri notified the enforcement staff of a potential violation. Missouri and the enforcement staff interviewed the tutor on January 4, 2017, and over the next three months investigated the tutor's disclosures. During the same time period, Missouri submitted student-athletes to its honor code process and requested that other institutions do the same for courses Missouri student-athletes took at their institutions. Further, during the spring and early summer 2017, the institution and enforcement staff sought joint interpretations from the NCAA Academic and Membership Affairs (AMA) staff on some of the academic conduct.

From fall 2016 through summer 2017, the tutor made public comments related to her conduct in the general media and on her personal social media platforms. On multiple occasions, the enforcement staff reminded the tutor of her obligation to maintain confidentiality throughout the investigation and through the release of an infractions decision. As the investigation continued, the tutor asserted that she could not promise to maintain the confidentiality of information related to the case. Based on these representations, the enforcement staff decided not to name the tutor in the allegations and informed Missouri and the tutor of its decision.

On September 19, 2017, Missouri expressed a desire to process the case through the summary disposition process, and the parties submitted the SDR to the COI on November 17, 2017. Roughly one month later, the chief hearing officer sought clarifications on the SDR and requested that the parties provide that clarification prior to the panel's consideration of the submission. The clarifications fell into five areas: (1) the absence of an involved individual in agreed-upon unethical conduct violations; (2) information surrounding academic processes and determinations reached by other schools involving Missouri student-athletes; (3) the role of the joint interpretations in the enforcement staff's decision making; (4) further explanation surrounding apparent differences in the standard for fraud on a placement exam and fraud in connection with a course; and (5) the decision to include student-athletes who had physically left the institution but remained enrolled in courses in the allegations. On January 4, 2018, the parties provided the additional information and on January 12, 2018, the panel considered the SDR.<sup>1</sup>

Approximately one week later, the panel rejected the SDR, citing concern over the posture of the case and the parties' rationale associated with the five matters raised in the chief hearing officer's earlier letter. In response to the panel's rejected SDR, the enforcement staff issued a notice of

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<sup>1</sup> Two days before considering the SDR, the panel informed that parties a scheduling conflict would prevent one of the panelists from participating in the case and that the remaining six members would consider the case.

allegations (NOA) on February 9, 2018. The enforcement staff did not amend any of the allegations contained in the SDR nor did it name any additional parties.

Missouri and the enforcement staff requested that the panel resolve the case on an accelerated schedule. On April 6, 2018, the panel granted that request and set deadlines for the parties' written submissions and scheduled a hearing date for early May 2018.<sup>2</sup> Shortly after setting the hearing date, representatives from Missouri and members of the panel identified scheduling conflicts that required the panel to postpone the hearing to June. On April 20, 2018, Missouri submitted its response to the NOA and on May 4, 2018, and the enforcement staff submitted its statement of the case and written reply.

The panel conducted an in-person hearing on June 13, 2018, with representatives from Missouri and the enforcement staff. Much of the hearing was spent discussing the tutor's admitted conduct. But because she was not a party to the case, she was not present to answer the panel's questions. Following the hearing, the panel determined that the tutor should have been a party to the case and, pursuant to Bylaw 19.7.7.4, issued an additional allegation on July 5, 2018. The substance of the allegations remained unchanged, however, the additional allegation now included the tutor as a party.

Five days later, Missouri again requested that the panel resolve the case on an accelerated schedule and expressed concern regarding the tutor's commitment to confidentiality. Because the tutor did not agree to the accelerated schedule, the panel denied Missouri's request but informed all parties that they could file their submissions ahead of the legislated timetable. On October 1, 2018, the tutor submitted her response to the additional allegation. Missouri declined to submit an additional response. The enforcement staff submitted its statement of the case and written reply on October 22, 2018.

On November 1, 2018, the panel informed the parties of its intent to conduct an in-person infractions hearing on December 13, 2018.<sup>3</sup> Later that day, the tutor informed the Office of the Committees on Infractions (OCOI) that she could not attend the hearing due to personal circumstances. In an effort to find a suitable date, the panel requested that the enforcement staff coordinate with all parties and identify potential hearing dates during the six-week span following the panel's originally scheduled date. On November 16, 2018, the enforcement staff identified three potential dates but noted that the tutor did not respond to its requests. The tutor later informed the OCOI that the dates did not work with her employment obligations. At the direction of the chief hearing officer (CHO), the OCOI continued its attempts to find a convenient date for all

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<sup>2</sup> On April 11, 2018, the panel also informed the parties that a scheduling conflict would prevent another panelist from participating in the May hearing and that the remaining five members would consider the case.

<sup>3</sup> In its November 1, 2018, letter, the panel also informed the parties that a third panel member informed the Office of the Committees on Infractions (OCOI) of his inability to sit for the continued case. Pursuant to Bylaws 19.3.8-(e), 19.7.6 and 19.3.3, the chief hearing officer (CHO) set the panel to consist of the remaining four members.

parties and notified the parties of potential procedural options to bring this case to resolution. This involved individual emails to the tutor on November 20 and November 27 and a clarification exchange on November 30, 2018.<sup>4</sup> The emails also requested that the parties provide any feedback or final submissions no later than December 3, 2018. Ultimately, the parties did not submit any additional information.

On December 13, 2018, the panel informed the parties of its intent to resolve the case via the written record and, if necessary, required that the parties respond no later than December 19, 2018. Because none of the parties responded, the panel commenced deliberations on December 21, 2018. After the deadline, both Missouri and the tutor requested the opportunity to submit additional information. On January 8, 2019, the panel informed the parties that those requests were denied, the record was closed and the panel was in the process of drafting the infractions decision.

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<sup>4</sup> Specifically, the emails identified the panel's commitment to resolving the ongoing case for all parties; the inability to find a common date for an in-person hearing; an acknowledgement that cases could be resolved on the written submissions, via videoconference or through an in-person hearing; and considering that in her response the tutor agreed that her conduct violated NCAA bylaws, whether she had additional information she wanted to add to her previous submissions.