



**EAST TENNESSEE STATE UNIVERSITY**  
**PUBLIC INFRACTIONS DECISION**  
**September 26, 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 the public. The COI is charged with deciding infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved ineligible participation and violations of extra benefit legislation in the men's tennis program at East Tennessee State University (ETSU).<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). ETSU self-imposed corrective actions and penalties, which the panel adopted. However, the panel proposed additional penalties to the institution and two involved coaches. One of the coaches, the former head men's tennis coach, failed to cooperate and did not participate in the processing of the case. The remaining parties accepted the additional penalties. Therefore, none of the parties have the opportunity to appeal.

This case centered on willful violations across several areas of NCAA legislation. ETSU and the enforcement staff agreed that the former head coach's knowingly committed violations relating to impermissible benefits and eligibility. From at least the 2013-14 through 2017-18 academic years, the head coach and a booster provided approximately 14 men's tennis student-athletes with roughly \$9,900 in impermissible benefits. Most of these were in the form of housing benefits provided by the booster. The head coach provided gifts, free lodging and other items. As a result of these impermissible benefits, at least 12 men's tennis student-athletes competed in 295 contests and received actual and necessary expenses while ineligible. Additionally, during the 2017 spring semester, the head coach purposefully permitted a nonqualifier men's tennis student-athlete to engage in practice activities and receive impermissible transportation, lodging and meals while ineligible.

In committing these violations, the former head coach violated head coach responsibility legislation. Further, a then assistant men's tennis coach was aware of the violations involving the nonqualifier, but failed to report the violations.<sup>3</sup> Finally, after resigning from ETSU, the head coach refused to cooperate with the enforcement staff's investigation and, in doing so,

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<sup>1</sup> Infractions cases are decided by hearing panels comprised of COI members. Panels issue decisions on behalf of the COI.

<sup>2</sup> A member of the Southern Conference, ETSU has a total enrollment of approximately 14,600 students. It sponsors nine women's sports and eight men's sports. This is ETSU's third major, Level I or Level II infractions case. Its two previous cases occurred in 1986 and 1961. Both involved the men's basketball program.

<sup>3</sup> The former assistant men's tennis coach is the current head women's tennis coach.

violated ethical conduct and responsibility to cooperate legislation. The panel concludes that all violations are Level II, except for the head coach's failure to cooperate after he left the institution, which is a Level I violation.

The panel accepts the parties' factual agreements and concludes that violations occurred. After considering applicable aggravating and mitigating factors, the panel classifies this case as Level II-Standard for the institution and for the assistant men's tennis coach's violations. The panel classifies the head coach's violations as Level I-Aggravated. Utilizing the penalty guidelines and NCAA bylaws authorizing additional penalties, the panel adopts and prescribes the following penalties: two years of probation, a \$5,000 fine, scholarship reductions, recruiting restrictions, show-cause orders for the two involved coaches, disassociation of a booster and vacation of records. The penalty section details these and other penalties.

## **II. CASE HISTORY**

This case began in February 2017, when two men's tennis student-athletes met with the associate athletics director for compliance to express concern about the head men's tennis coach (the head coach). The information reported by the student-athletes prompted an internal financial audit and investigation conducted during March and April 2017. As a result of this inquiry, ETSU discovered potential NCAA violations. In mid-March 2017, the head men's tennis coach resigned. The enforcement staff issued a notice of inquiry on September 1, 2017. Over the next two months, the enforcement staff and ETSU conducted additional interviews. In mid-November 2017, and on several occasions thereafter, the head men's tennis coach and/or his attorney declined interview requests from the enforcement staff.

In mid-April 2018, the enforcement staff provided a draft notice of allegations to ETSU, the head coach and/or his attorney and a former assistant men's tennis coach (the assistant coach). On April 23, 2018 ETSU and the assistant coach agreed to use the summary disposition process. The head coach declined to participate in the processing of the case.

On June 28, 2018, the participating parties submitted the SDR to the COI. The panel reviewed the SDR July 26, 2018.<sup>4</sup> The panel accepted the facts and violations as set forth in the SDR along with corrective actions and self-imposed penalties but determined that additional penalties were warranted. On August 3, 2018, the panel proposed the following additional penalties: two years of probation, show-cause orders for the two involved coaches, vacation of records, disassociation of the involved booster and reporting requirements. On August 4, 2018, the head coach requested a reduction in the duration of his show-cause order. The panel's chief hearing officer (CHO) informed the head coach that the only means to contest his show-cause order is through an expedited hearing. On August 24, 2018, the head coach notified the OCOI staff that

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<sup>4</sup> Pursuant to COI 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.

he declined the opportunity for an expedited hearing. ETSU and the assistant coach accepted the proposed additional penalties on August 9, 2018.<sup>5</sup>

### **III. PARTIES' AGREEMENTS**

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

The parties jointly submitted an SDR that identified an agreed-upon factual basis, violations of NCAA legislation, aggravating and mitigating factors, and violation levels.<sup>6</sup> The SDR identified:

##### **1. [NCAA Division I Manual Bylaws 14.3.1, 14.3.2.1, 14.3.2.1.1, 14.3.2.2, 16.8.1 and 16.11.2.1 (2016-17) (Level II)]**

ETSU and the enforcement staff agree that between January 30, 2017, and March 10, 2017, the head coach knowingly permitted a nonqualifier student-athlete (the ineligible student-athlete) to engage in practice activities with members of the men's tennis team and receive transportation, lodging and meals while the student-athlete was otherwise ineligible. Specifically:

- a. Between January 30 and March 2, 2017, the head coach directed men's tennis student-athletes to practice with the ineligible student-athlete on at least 10 to 15 occasions despite having been informed by the institution that the ineligible student-athlete was a nonqualifier and not eligible for practice. [Bylaws 14.3.1, 14.3.2.1, 14.3.2.1.1 and 14.3.2.2]
- b. From March 3 through March 10, 2017, the head coach knowingly permitted the ineligible student-athlete to accompany the men's tennis team for away competitions during the institution's spring break despite having been informed by the institution that the ineligible student-athlete was a nonqualifier and not eligible to travel. As a result, the ineligible student-athlete received approximately \$674 in improper financial aid in the form of transportation (\$45), lodging (\$384) and meals (\$245). [Bylaws 14.3.1, 14.3.2.1, 14.3.2.1.1, 16.8.1 and 16.11.2.1]

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<sup>5</sup> This is the most recent in a series of six infractions cases the COI has encountered in the past three years that centered on tennis programs.

<sup>6</sup> This decision provides the agreed-upon factual basis, violations and violation levels exactly as stated in the SDR, except for shortening references to the parties.

**2. [NCAA Division I Manual Bylaws 14.10.1 (2013-14), 16.8.1 and 16.11.2.1 (2013-14 through 2017-18) and 12.11.1 (2014-15 through 2017-18)] (Level II)**

ETSU and the enforcement staff agree that from at least the 2013-14 through 2017-18 academic years, the head coach and a representative (booster) provided approximately 14 men's tennis student-athletes with approximately \$9,937 in impermissible benefits. As a result, approximately 12 men's tennis student-athletes competed in 295 contests and received actual and necessary expenses while ineligible. Specifically:

- a. From at least the 2013-14 through 2017-18 academic years, a booster, who owned rental properties in the locale of the institution, provided impermissible benefits to approximately 14 men's tennis student-athletes when he did not require each men's tennis student-athlete to: (1) pay a \$325 security deposit, (2) pay the properties' utilities and (3) sign a lease agreement. The total value of the impermissible benefits was approximately \$9,548. [Bylaw 16.11.2.1 (2013-14 through 2017-18)]
- b. During the 2014-15 through 2016-17 academic years, the head coach provided five men's tennis student-athletes with birthday gifts such as t-shirts, hats, wrist bands and/or casual shoes. The total value of the impermissible benefits was approximately \$260. [Bylaw 16.11.2.1 (2014-15 through 2016-17)]
- c. During the 2015-16 and 2016-17 academic years, the head coach provided approximately \$15 in cash on two occasions (total of \$30) to a men's tennis student-athlete as reimbursement for providing other men's tennis student-athletes transportation to and from off-campus practice sites. [Bylaw 16.11.2.1 (2015-16 and 2016-17)]
- d. In September 2016, the head coach provided lodging in his home to a men's tennis student-athlete and his parents for approximately three nights. The total value of the impermissible benefit was approximately \$99. [Bylaw 16.11.2.1 (2016-17)]
- e. During the 2016 fall semester, the head coach and/or the assistant coach arranged to pay two men's tennis student-athletes in cash, contrary to the institution's policy, to restring tennis racquets for approximately five weeks. [Bylaw 16.11.2.1 (2016-17)]
- f. In January 2017, the head coach cosigned paperwork with a men's tennis student-athlete to open a bank account for the student-athlete. [Bylaw 16.11.2.1 (2016-17)]

**3. [NCAA Division I Manual Constitution 2.8.1 (2016-17 and 2017-18)] (Level II)**

ETSU, the assistant coach and the enforcement staff agree that from January 30, 2017, through September 27, 2017, the assistant coach failed to report information to the institution related to NCAA violations that occurred in the men's tennis program. Specifically, the assistant coach observed the ineligible student-athlete, a nonqualifier, with current men's tennis student-athletes on more than one occasion and assumed they were practicing. Additionally, the assistant coach was present on the spring break trip, detailed in Proposed Finding of Fact No. 1-b, and knew the head coach provided the ineligible student-athlete with transportation, lodging and meals. Despite knowing that the ineligible student-athlete was a nonqualifier and could not practice or travel with the men's tennis team, the assistant coach failed to report these violations to the institution.

**4. [NCAA Division I Manual Bylaw 11.1.1.1] (2014-15 through 2016-17)] (Level II)**

- a. During the 2017 spring semester, the head coach did not demonstrate that he promoted an atmosphere for compliance within the men's tennis program due to his personal involvement in knowingly providing the impermissible benefits and permitting a nonqualifier men's tennis student-athlete to practice with the men's tennis team as detailed in Violation No. 1. [Bylaw 11.1.1.1 (2016-17)]
- b. During the 2014-15 through the 2016-17 academic years, the head coach violated head coach responsibility and did not demonstrate that he promoted an atmosphere for compliance within the men's tennis program due to his personal involvement in providing the impermissible benefits to at least 14 men's tennis student-athletes as outlined in Violation No. 2-(b) through (f). [Bylaw 11.1.1.1 (2014-15 through 2016-17)]

**5. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 (2017-18)] (Level I)**

Beginning November 15, 2017, which was after his employment with ETSU ended, and continuing to the present, the head coach violated the principles of ethical conduct and failed to cooperate with the enforcement staff and institution when he refused to participate in an interview regarding his knowledge of or involvement in violations of NCAA legislation despite being requested to do so on multiple occasions. [Bylaws 10.01.1, 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 (2017-18)]

## **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:

### ETSU

1. Aggravating factors. [Bylaw 19.9.3]
  - a. Multiple Level II violations by the institution. [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]<sup>7</sup>
  - a. Prompt acknowledgement of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [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)]<sup>8</sup>

### Head Coach<sup>9</sup>

1. Aggravating factors. [Bylaw 19.9.3]
  - a. Unethical conduct – failure to cooperate. [Bylaw 19.9.3-(e)]
  - b. Violations were deliberate. [Bylaw 19.9.3-(f)]
  - c. Multiple Level II violations. [Bylaw 19.9.3-(g)]
  - d. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct. [Bylaw 19.9.3-(h)]
  - e. Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [Bylaw 19.9.3-(m)]
2. Mitigating factor. [Bylaw 19.9.4]

The absence of prior conclusions of Level I, Level II or major violations.

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<sup>7</sup> The parties proposed the mitigating factor set forth in Bylaw 19.9.4-(h), *the absence of prior conclusions of Level I, Level II or major violations committed by the institution, sport program or involved individual*. However, the panel disagreed that this mitigating factor applied as explained in Section V- Penalties.

<sup>8</sup> The institution reported 25 Level III or secondary violations from January 2013 to December 2017, approximately five violations each year.

<sup>9</sup> The head coach did not participate in the processing of the case and therefore took no position on the aggravating and mitigating factors.

Assistant Coach

1. Aggravating factor. [Bylaw 19.9.3]

Persons of authority condoned, participated in the violations or related conduct. [Bylaw 19.9.3-(h)]

2. Mitigating factor. [Bylaw 19.9.4]

The absence of prior conclusions of Level I, Level II or major violations.

#### **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 Level I and Level II violations of NCAA legislation. Specifically, the panel concludes the head coach committed Level II violations when he knowingly violated benefit and eligibility legislation over at least a five-year period. A booster also provided impermissible benefits. The head coach's knowing involvement in the provision of benefits and ignoring eligibility legislation demonstrated he did not promote an atmosphere of compliance in his program. An additional violation occurred when an assistant coach failed to report his knowledge of violations. Finally, the head coach engaged in unethical conduct when, after resigning from his position, he refused to cooperate with the enforcement staff's investigation. Cumulatively, this activity and conduct violated Constitution 2 and Bylaws 10, 11, 12, 14, 16 and 19.

#### **Impermissible Benefits and Practice**

As agreed upon by the parties, the head coach and a booster committed Level II violations when they provided impermissible benefits over a period of five years. As a result of these impermissible benefits, at least 12 student-athletes competed while ineligible. The head coach also knowingly allowed a nonqualifier to impermissibly practice with the team and receive travel expenses and benefits while ineligible. The provision of impermissible benefits, improper practice activity and ineligible competition violated Bylaws 16, 12 and 14 respectively.

Bylaw 16 governs awards, benefits and expenses for enrolled student-athletes.<sup>10</sup> It prohibits staff members and boosters from providing student-athletes with benefits not expressly authorized by NCAA legislation. It also prohibits institutions from providing ineligible student-athletes with travel expenses. Bylaw 14 and its subparts establish the requirements for academic eligibility. To be eligible to represent a member institution in practice or competition and to

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<sup>10</sup> The full text of all bylaws violated in this case can be found at Appendix Two.

receive travel expenses associated with competition, a student-athlete must meet specific academic requirements and be certified by the NCAA Eligibility Center as a qualifier. Of particular relevance to this case, Bylaw 12.11.1 (previously Bylaw 14.10.1) requires member institutions to withhold student-athletes from competition if they are ineligible under the NCAA constitution, bylaws or other regulations.<sup>11</sup>

The parties agreed that between the 2013-14 through 2017-18 academic years, the head coach and a booster provided approximately 14 men's tennis student-athletes with roughly \$9,937 in impermissible benefits. The booster accounted for most of the benefits by providing housing expenses, including cost-free utilities and the waiving of security deposits. In addition, among other items, the head coach provided impermissible benefits consisting of clothing items, small amounts of cash for local travel reimbursement and cost-free lodging at the head coach's home. As a result, approximately 12 men's tennis student-athletes competed in 295 contests and received actual and necessary expenses while ineligible. The impermissible benefits and ineligible competition violated Bylaws 16 and 12.

The COI has previously concluded that boosters and staff members who provided extra benefits or recruiting inducements such as housing, meals, cash and other items or services committed Level II violations. See *University of Tennessee, Chattanooga (UTC)* (2017) (concluding Level II violations occurred when a booster provided reduced-cost housing, free use of automobiles, multiple meals and transportation to 12 men's tennis student-athletes over a four-year period); *Monmouth University* (2017) (concluding that Level II violations occurred when the head men's tennis coach arranged for a prospect to receive housing, transportation and meals); *University of South Florida* (2017) (concluding that Level II violations occurred when an assistant coach arranged for two prospects to receive free housing, meals and transportation); and *Grambling State University* (2017) (concluding that Level II violations occurred when an assistant coach, booster and others affiliated with the track program provided a prospect with housing, transportation, cash and meals). Like those cases, the booster's provision of housing benefits and the head coach's provision of gifts, cash and free lodging violated NCAA legislation. Pursuant to Bylaw 19.1.2, the provision of extra benefits by staff members and boosters are Level II violations because they are significant breaches that provided extensive impermissible benefits.

In addition to providing impermissible benefits to student-athletes, the head coach acknowledged that he knowingly permitted a nonqualifier student-athlete to engage in practice and to travel with the team to competition during the institution's 2017 spring break. The head coach allowed this activity despite being expressly informed by the compliance office that the nonqualifier could not practice or travel with the team. By allowing the nonqualifier to engage in practice and to travel with the team, including receiving travel-related expenses, the head coach violated Bylaws 14 and 16.

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<sup>11</sup> Beginning with the 2014-15 Division I Manual, a member institution's obligation to withhold ineligible student-athletes from competition moved from Bylaw 14.10.1 to Bylaw 12.11.1. For ease of reference, this decision will refer to that obligation in the context of Bylaw 12, not Bylaw 14.

The COI has previously concluded that Level II violations occur when head coaches allow nonqualifiers to engage in on-court or on-field activities. *See University of Northern Colorado* (2017) (concluding that a Level II violation occurred when, at the direction of the head basketball coach, staff members conducted impermissible on-court activities with a nonqualifier); *San Jose State University* (2016) (concluding that a Level II violation occurred when the head women's basketball coach permitted a nonqualifier student-athlete to participate in team activities); and *Jackson State University* (2016) (concluding a Level II violation occurred when the head men's tennis coach permitted a nonqualifier student-athlete to attend and participate in practice sessions and accompany the men's tennis team to away competition, including receiving travel expenses). Likewise, in this case, and pursuant to Bylaw 19.1.2, the panel concludes that the head coach allowing the nonqualifier to practice and travel with the team is a Level II violation because it provided more than a minimal but less than a substantial competitive advantage.

### **Head Coach Responsibility**

The parties agreed that the head coach failed to fulfill his head coach responsibility, a Level II violation. During the 2014-15 through 2016-17 academic years, the head coach failed to promote an atmosphere of compliance because of his personal involvement in violations. First, the head coach provided impermissible benefits to at least 14 men's tennis student-athletes. Second, he knowingly provided impermissible benefits to and permitted a nonqualifier men's tennis student-athlete to practice with the men's tennis team. The head coach is responsible for his actions and was unable to rebut the presumption of responsibility for violations in his program. This conduct violated Bylaw 11.

Bylaw 11 governs the conduct and ethics of athletics personnel. Bylaw 11.1.1.1 establishes an affirmative duty for head coaches to promote an atmosphere of compliance within their programs. Head coaches are presumed responsible for violations in their programs but may refute this presumption by demonstrating they promoted an atmosphere of rules compliance and monitored staff members.

The head coach provided approximately \$389 in impermissible benefits directly to men's tennis student-athletes and the parents of a men's tennis student-athlete over a three-year period. The head coach did not seek guidance from the compliance office as to the permissibility of the benefits he provided. Further, the head coach often provided these benefits in the presence of men's tennis student-athletes and members of the men's tennis coaching staff. Additionally, the head coach knowingly allowed a nonqualifier to practice with the team on multiple occasions despite being expressly told by the compliance office that this was prohibited. Similarly, and again in direct contradiction with the institution's instructions, the head coach allowed the nonqualifier to impermissibly travel with the men's tennis team on its spring break trip to Florida and provided him with meals and lodging during the trip. The head coach did not attempt to rebut his presumed responsibility for these violations. The head coach's knowing violations demonstrated a callous disregard for NCAA legislation and a failure to promote an atmosphere of compliance. This conduct violated Bylaw 11.1.1.1.

In two recent cases the COI concluded that head tennis coaches who provide impermissible benefits to prospects or student-athletes fail to promote an atmosphere of compliance in violation of their head coach responsibility under Bylaw 11. See *UTC* (concluding that head men's tennis coach failed to promote an atmosphere of compliance when he knew his student-athletes rented rooms and drove automobiles owned by a booster); *Monmouth University* (2017) (concluding that the head men's tennis coach committed Level II violations and failed to promote an atmosphere of compliance when he arranged impermissible housing for a prospect who was on campus prior to enrollment) and *Sam Houston State University* (2017) (concluding that, among other violations, the head women's tennis coach committed Level II violations and failed to promote an atmosphere of compliance when he provided over \$1,100 in impermissible benefits to an enrolled student-athlete). This case reflects a recent pattern of tennis cases in the past three years, most of which included the provision of impermissible benefits by head coaches.

Moreover, the COI has also previously concluded that head coaches fail to promote an atmosphere of compliance when they allow nonqualifier student-athletes to receive coaching instruction or engage in practice activities. See *San Jose State* (concluding that the head women's basketball coach failed to promote an atmosphere of compliance when he instructed and permitted a nonqualifier student-athlete to participate in team activities, knowing that the student-athlete was not permitted to be involved in the activities) and *Jackson State* (concluding that the head men's tennis coach failed to promote an atmosphere of compliance when he permitted a nonqualifier to practice, compete and receive travel expenses). Consistent with these cases, and pursuant to Bylaw 19.1.2-(e), a Bylaw 11.1.1.1 violation resulting from underlying Level II violations is considered itself to be a Level II violation.

### **Assistant Coach's Failure to Report Violations**

The parties agreed that the assistant coach committed a Level II violation when he failed to report information relating to the impermissible activity involving the nonqualifier student-athlete. Specifically, on more than one occasion, the assistant coach observed the nonqualifier with student-athletes and assumed he was impermissibly practicing with men's tennis student-athletes. Additionally, the assistant coach was present on the 2017 spring break trip during which the nonqualifier travelled with the team and received impermissible expenses. The failure to report violations violated Constitution 2.8.

Constitution 2.8 sets forth the Principles of Rules Compliance. Included in this principle is the requirement for members of an institution's staff to comply with the rules of the Association. Further, Constitution 2.8.1 requires member institutions "to identify and report to the Association instances in which compliance has not been achieved."

Despite knowing that the student-athlete was a nonqualifier and could not practice or travel with the team, the assistant coach failed to report these violations to the institution. Constitution 2.8.1 requires member institutions to report violations. Institutions act through their staff members. Therefore, employees of member institutions have an obligation to report violations. Consequently, when the assistant coach failed to report violations involving the nonqualifier, he violated Constitution 2.8.1.

Pursuant to Bylaw 19.1.2, the parties agreed, and the panel concludes that the failure to report violation is Level II. This violation was contrary to the fundamental responsibility of Division I coaches. This Level II classification is also consistent with recent cases in which staff members failed to report violations. See *Prairie View A&M University* (2017) (concluding that the head men's basketball coach committed a Level II violation when, among other failings, he did not report his knowledge of an assistant coach's involvement in arranging impermissible payment for an online course a student-athlete needed for eligibility) and; *Grambling* (concluding that the head track coach committed a Level II violation when, among other failings, he did not report his knowledge of impermissible recruiting inducements provided by staff members to a prospect and the prospect's father).

### **Head Coach's Unethical Conduct – Failure to Cooperate**

The head coach's failure to cooperate during the investigation violated legislation relating to ethical conduct and cooperation, a Level I violation. Specifically, the head refused to furnish information relevant to an investigation and failed to cooperate with the enforcement staff. His conduct violated Bylaws 10 and 19.

Bylaw 10 governs ethical conduct in collegiate athletics. Bylaw 10.01.1 generally requires 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 refusing to furnish information relevant to an investigation. Similar to Bylaw 10.1, Bylaw 19.2.3 requires staff members to cooperate with and assist the NCAA enforcement staff. The responsibility to cooperate requires individuals to make a complete disclosure of any relevant information, including any information requested by the enforcement staff. Relatedly, Bylaw 19.2.3.2 specifies that failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty.

After resigning from ETSU, the head coach refused the enforcement staff's repeated requests for an interview. When the former head coach refused to be interviewed by the enforcement staff, he failed to cooperate and engaged in unethical conduct pursuant to Bylaw 10. His refusal to cooperate and assist the enforcement staff with its investigation also violated Bylaw 19.

Pursuant to Bylaw 19.1.1-(c), the COI has consistently concluded that a failure to cooperate is a Level I violation because it is expressly identified in the legislation as the type of conduct that compromises the integrity of the NCAA Collegiate Model. See *Northern Colorado* (concluding that an assistant men's basketball coach engaged in Level I violations when he knowingly provided recruiting inducements, engaged in unethical conduct and violated the cooperative principle by refusing to participate in the investigation); *University of Southern Mississippi* (2016) (concluding that the associate head men's basketball coach engaged in Level I academic fraud violations and committed further Level I violations by not cooperating); and *Lamar University* (2016) (concluding that a head men's golf coach who committed Level I extra benefit violations engaged in an additional Level I violation when he refused to cooperate in the

investigation). Consistent with recent cases, the panel concludes that the head coach's failure to cooperate and unethical conduct are Level I violations.

## V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel accepts the parties' agreed-upon factual basis and violations and concludes that this case involved Level I and Level II violations of NCAA legislation. Level I violations are severe breaches of conduct that seriously undermine or threaten the integrity of the NCAA Collegiate Model. Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal but less than a substantial or extensive recruiting, competitive or other 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.<sup>12</sup>

### *ETSU's Aggravating and Mitigating Factors*

ETSU and the enforcement staff had varying levels of agreement with the aggravating and mitigating factors: agreement, partial agreement, no position by the enforcement staff and disagreement. The panel evaluated the aggravating and mitigating factors not agreed upon to determine if they applied. With one exception, the panel determined that all the fully agreed upon aggravating and mitigating factors apply.

Regarding aggravating factors, ETSU and the enforcement staff agreed on two factors. ETSU and the enforcement staff disagreed on one aggravating factor: *A history of Level I, Level II or major violations by the institution*. The panel determines that this aggravating factor applies because the institution had two previous infractions cases. However, because those cases occurred many years previously, in 1986 and 1961, and did not involve the same sports program and/or similar violations, the panel gave this aggravating factor little weight. This is consistent with past cases. See *Houston Baptist University* (2018) (institution had one prior case in 1990 involving largely different violations and a different program than the 2018 case); *Prairie View A&M University* (2017) (institution had three prior cases in 2008, 2001 and 1964, involving similar violations but different programs than the 2018 case); *Grambling* (giving the factor little weight because of the 20-year gap between cases; institution had three prior cases in 1997, 1989 and 1978, with the 1997 and 1989 cases involving similar recruiting violations but different programs than the 2017 case); and *California State University, Northridge* (2016) (giving the factor little weight because of the 12-year gap between cases; institution had three prior cases in 2004, 2000 and 1985, with the 2004 case involving the same program and similar violations as

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<sup>12</sup> The membership recently adjusted and expanded the ranges in the penalty guidelines related to Level I-Aggravated violations. The adjusted guidelines became effective August 8, 2018. Because the panel considered this case before the effective date of the adjusted guidelines, the panel did not use the adjusted guidelines to prescribe penalties.

the 2016 case). Because ETSU had two prior infractions cases, it has a history of major violations and therefore, this aggravating factor applies.

Regarding mitigating factors, ETSU and the enforcement staff agreed to four mitigating factors including *the absence of prior conclusions of Level I, Level II or major violations by the sports program*. In addition, the enforcement staff partially agreed with the mitigating factor *prompt self-detection and self-disclosure of the violations*. Further, the enforcement staff took no position on the mitigating factor *implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional coaches' control standards*. Finally, ETSU and the enforcement staff disagreed on the mitigating factor *exemplary cooperation*.

Regarding the mitigating factor *prompt self-detection and self-disclosure of the violations*, the enforcement staff partially agreed with this mitigating factor, agreeing that ETSU promptly self-disclosed all the violations it discovered, but some were not promptly self-detected. Specifically, some of the violations set forth in Violation No. 2, particularly the housing benefits provided by the booster, went undetected for several years. Although the panel has concerns that some violations were not promptly self-detected, it noted that the enforcement staff did not allege a failure to monitor or lack of institutional control. Further, the institution's compliance staff had policies and procedures in place to educate and monitor the men's tennis staff, and the compliance staff regularly communicated with the men's tennis program about impermissible benefits. Despite the institution's best efforts, violations occurred. However, once these violations were discovered, ETSU promptly self-reported them. Therefore, the panel determines that this mitigating factor applies, but gives it little weight.

With regard to the mitigating factor, *implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards*, the enforcement staff took no position. The panel determines that this mitigating factor does not apply. The institution cited its purchase of a compliance monitoring system that was updated in December 2016 to ensure head coaching control. The COI has consistently held that the system of compliance methods must be in place at the time the violations occurred and should detect the violations. *See University of Missouri (2016)* (concluding that this mitigating factor was not applicable because the compliance system did not detect the most serious violations in the case, and the improved/enhanced compliance system was not in place prior to the violations) and *Rutgers, The State University of New Jersey, New Brunswick (2016)* (concluding that, because the violations in the case occurred undetected over many years, this mitigator did not apply). The panel notes that most institutions, particularly in Division I, have purchased compliance software.

Regarding the disputed mitigating factor *exemplary cooperation*, the institution maintains that among other actions, it fully cooperated by arranging interviews as requested by the NCAA. The enforcement staff acknowledged that the institution met its obligation to cooperate pursuant to Bylaw 19.2.3, but that it did not satisfy the high bar to merit the exemplary cooperation mitigator. Historically, the COI has looked to the enforcement staff's position on exemplary cooperation because it has worked closely with the parties during the investigation. *See University of San Francisco (2018)* (concluding that the institution reported the violations once it

discovered them and identified information of which the enforcement staff was not aware, thus meeting its obligation to cooperate, but not rising to exemplary). Among other factors, exemplary cooperation may involve identifying individuals and documents of which the enforcement staff is not aware, expending substantial resources to expedite the collection of information and bringing forth timely additional violations. *See California State University, Sacramento (Sacramento State) (2018)* (concluding the institution exhibited exemplary cooperation when it conducted thorough investigations that lead to the discovery of additional violations). In this instance, the panel determined that this mitigating factor does not apply.

Finally, the parties proposed the mitigating factor *the absence of prior conclusions of Level I, Level II or major violations committed by the institution or sport program*. The panel determines that this does not apply. Consistent with historical practice, panels only apply aggravating and mitigating factors to the parties in a case. Previously, the COI has applied the mitigating factor to an institution or involved individual that has never had a previous Level I, Level II or major case. ETSU had prior major infractions cases in 1986 and 1961. Therefore, pursuant to Bylaw 19.9.2, the panel determines that the mitigating factor does not apply because it had two previous infractions cases.

#### *Aggravating and Mitigating Factors Applying to the Assistant Coach*

For the assistant coach, the enforcement staff assessed one aggravating factor: *persons of authority condoned or disregarded the violations*. The enforcement staff assessed one mitigating factor. The former assistant coach agreed to the mitigating factor, but he only partially agreed with the aggravating factor assessed to him. The former assistant coach maintained that he was not a person of broad or substantial authority within ETSU's athletics department. The panel notes that Bylaw 19.9.3-(h) simply states, persons of authority condoned, participated in or negligently disregarded violation and does not distinguish such individuals as having broad or substantial authority. Therefore, the panel determines that Bylaw 19.9.3-(h) applies to the former assistant coach. This is consistent with decisions in several recent cases in which the COI has determined that this aggravating factor applies to assistant coaches. *See University of the Pacific (2017)* and *Grambling*.

The panel assessed the aggravating and mitigating factors by weight and number. Based on its assessment, the panel classifies this case as Level I-Aggravated for the head coach's violations and Level II-Standard for both ETSU's and the assistant coach's violation. ETSU and the assistant coach agreed to the facts, violations and penalties. The head coach did not participate in the summary disposition process. Therefore, none of the parties has the 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 ETSU's cooperation and determines it was consistent with the institution's obligation under Bylaw 19.2.3. The panel also considered ETSU's corrective actions, which are set forth in Appendix One. After considering all information relevant to this case, the panel prescribes the following penalties (self-imposed penalties are so noted):

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

1. Probation: Two years of probation from **September 26, 2018** through **September 25, 2020**.
2. Financial penalty: The institution shall pay a \$5,000 fine to the NCAA. (Self-imposed.)
3. Scholarship reductions: During the 2019-20 academic year, ETSU shall reduce the number of equivalencies in men's tennis by two percent from the average number awarded over the four-year span from the 2014-15 through 2017-18 academic years (4.27). This limits the institution to no more than 4.19 equivalencies in men's tennis during that year. (Self-imposed.)
4. Show-cause order – Assistant coach:<sup>13</sup> Based on the facts and violations in this case, the panel prescribes a show-cause order for the assistant coach that includes recruiting restrictions and a suspension during the 2018-19 academic year. This case involved the assistant coach's agreed-upon failure to report knowledge of violations. Specifically, the assistant coach did not report his knowledge of assumed impermissible practice activity and the receipt of impermissible travel expenses and benefits by a nonqualifier student-athlete. Consequently, ETSU shall suspend the assistant coach from all recruiting activity, including recruiting communications, for a three-week period during the 2018-19 academic year. (Self-imposed) The three weeks shall be at the institution's discretion and the plan for implementing the recruiting prohibition shall be included in the institution's preliminary compliance report. In addition to the recruiting restrictions self-imposed by ETSU, and pursuant to Bylaw 19.9.5.4, the assistant coach shall be suspended from all head coaching duties for two dates of competition during the 2018-19 academic year. *See* Bylaws 17.02.6 and 17.22.7.1. ETSU and any other employing institutions shall adhere to these restrictions and report compliance with the requirements.

The provisions of the suspension require that the assistant coach not be present at the courts where the tennis matches are conducted and have no contact or communication with members of the coaching staff and student-athletes during the suspension dates. The prohibition includes all coaching activities for the period of time which begins at 12:01 a.m. the day of the competition and ends at 11:59 p.m. that day. During that period, the former assistant coach may not participate in any activities including, but not limited to, team travel, practice, video study and team meetings. The results of the competition from which the former assistant coach is suspended shall not count in his career head coaching record in his current capacity as the head women's tennis coach. The institution or any other employing member institution shall adhere to this penalty and reporting requirements during the one-year period. The two dates of suspension shall be at ETSU's discretion and the plan for implementing the suspension shall be included in the preliminary compliance report. The COI has previously prescribed suspensions when coaches have failed to report violations. *See Prairie View* (prescribing a one-game suspension for the head men's basketball coach who failed to promote an atmosphere of compliance and failed to report potential violations

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<sup>13</sup> The assistant coach is currently the head women's tennis coach.

involving an assistant coach); and *Grambling* (prescribing a suspension of 30 percent of the following season for the head track coach who failed to promote an atmosphere of compliance and failed to stop and report known violations committed by his assistant coach).

5. Recruiting restrictions: Official visits restriction. ETSU shall have no official and unofficial visits during the three weeks of the assistant coach's recruiting suspension set forth in Penalty No. 4. (Self-imposed.)

### **Core Penalty for Level I-Aggravated Violation**

6. Show-cause order – Head coach. Based on the facts and violations in this case, the panel prescribes a five-year show-cause order for the head coach restricting him from all athletically related duties. Among other violations, the head coach failed to cooperate. As a person of authority, the head coach should be held to a high standard. The head coach violated that standard and engaged in unethical conduct when he did not cooperate with the enforcement staff. Therefore, the panel prescribes a five-year show-cause order pursuant to Bylaw 19.9.5.4. The show-cause period shall run from September 26, 2018 to September 25, 2023. Any NCAA member institution employing the head coach during the five-year period shall restrict him from holding any athletically related duties.

Although each case is unique, the five-year show-cause order is consistent with show-cause orders prescribed in recent cases that involved unethical conduct for refusing to cooperate. *See Sacramento State* (prescribing a five-year show-cause order for the tennis director's unethical conduct for intentionally violating NCAA legislation and refusing to cooperate); *Southeast Missouri State University* (2017) (prescribing a six-year show-cause order for an assistant men's basketball coach who knowingly arranged for the receipt of fraudulent academic credit for a prospect, provided false or misleading information and failed to cooperate with the investigation); *California State, Northridge* (prescribing a five-year show-cause order for a director of men's basketball operations who engaged in unethical conduct when he knowingly completed and submitted coursework for four men's basketball student-athletes and knowingly provided impermissible academic benefits to eight men's basketball student-athletes); and *Lamar* (prescribing a five-year show-cause order for a former head men's golf coach who engaged in unethical conduct when he knowingly provided or arranged for approximately \$15,500 in impermissible benefits to three student-athletes and refused to cooperate with the enforcement staff and institution). The membership has made it clear that unethical conduct violations merit stringent penalties. In this case, because the former head coach knowingly engaged in conduct that violated several areas of NCAA legislation, combined with this failure to cooperate, the panel concluded that a five-year show-cause order is appropriate.<sup>14</sup>

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<sup>14</sup> In addition to his failure to cooperate, the head coach provided impermissible benefits to student-athletes and, as a result, failed to promote an atmosphere of compliance in violation of Bylaw 11.1.1.1. He did not rebut the presumption of responsibility. Pursuant to Bylaw 19.9.5.5, if a head coach is found in violation of Bylaw 11.1.1.1, the panel may issue an order suspending the coach for a number of contests from the range set forth in Figure 19-1. In this instance, because the panel prescribes a five-year show cause order that restricts the head coach from all athletically related activity, the panel concludes that any suspension the panel would have considered in this case is subsumed by this five-year show-cause order.

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

7. Public reprimand and censure.
8. Disassociation: Pursuant to Bylaw 19.9.7-(i) and COI IOP 5-15-5, the institution shall disassociate relations with the booster during the two-year period of probation. The disassociation shall include:
  - a. Not accepting any assistance from the individual that would aid in the recruitment of prospective student-athletes or the support of enrolled student-athletes;
  - b. Not accepting financial assistance for the institution's athletics program from the individual;
  - c. Ensuring that no athletics benefit or privilege is provided to the individual that is not generally available to the public at large; and
  - d. Taking such other actions against the individual that the institution determines to be within its authority to eliminate the involvement of the individual in the institution's athletics program.
9. Vacation of team and individual records: ETSU acknowledged that ineligible participation in the men's tennis program occurred as a result of the violations in this case. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3, ETSU shall vacate all regular season and conference tournament records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. This order of vacation includes all regular season competition and conference tournaments. Further, if any of the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, ETSU'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, ETSU's records regarding its men's tennis program, as well as the records of the head coach, shall reflect the vacated records and 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 head coach shall similarly reflect the vacated wins in his 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 records shall be removed from the athletics department stationary, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in these sports shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the athletics director) must contact the NCAA Media Coordination and Statistics office and appropriate conference officials to identify the specific student-athletes and matches 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 written report 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. A copy of the written report shall also be delivered to the OCOI at the same time.<sup>15</sup>

10. During the period of probation, ETSU shall:

- a. Continue to develop and implement a comprehensive compliance and educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for ensuring compliance with NCAA legislation on recruiting and certification;
- b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by November 15, 2018, 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 August 15 each year of the probationary period. Particular emphasis shall be placed on rules education regarding head coach control in addition to adherence to benefits and eligibility legislation;
- d. Inform men's tennis prospects in writing that ETSU is on probation for two 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 men's tennis. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case;

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<sup>15</sup> Pursuant to COI IOP 5-15-4, a vacation of wins and records may be prescribed in cases involving ineligible competition and is particularly appropriate in cases that include intentional violations and direct involvement of a coach, as seen in this case. See *Sacramento State* (prescribing a vacation of wins and records in women's tennis for ineligible competition resulting from the tennis director's provision of impermissible recruiting inducements and extra benefits); *San Francisco* (prescribing a vacation of wins and records in men's golf resulting from head coaches providing impermissible recruiting inducements); and *University of Tennessee, Chattanooga* (prescribing a vacation of wins and records in men's tennis resulting from the receipt of impermissible housing and other benefits provided by a booster).

and (iii) give members of the general public a clear indication of the violations in this case in order to permit the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

11. 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 ETSU that it should take every precaution to ensure that the terms of the penalties are observed. The COI will monitor the penalties during their effective periods. Any action by ETSU 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

Norman Bay

Carol Cartwright

Greg Christopher

Joyce McConnell

Joel Maturi

Eleanor Myers

Sankar Suryanarayan, Chief Hearing Officer

**APPENDIX ONE**

**ETSU'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE JUNE 27, 2018,  
SUMMARY DISPOSITION REPORT**

1. **Enhanced Athletics Compliance Monitoring:** ETSU's current compliance monitoring system was implemented in Fall 2016. It effectively and quickly identified the issues related to meal money and non-qualifier issues. With regard to the housing, employment and extra benefit issues discovered during the investigation, the Compliance Department has continued to enhance its compliance monitoring programs by implementing additional education and required electronic workflows that student-athletes will be required to complete each year.

The first new requirement is the addition of a detailed information sheet regarding the student-athlete's housing. Student-athletes will be required to disclose information about their living arrangements including: who is paying for the housing, whether a rental agreement has been executed, the landlord's information, and who is paying the utilities. In the past, housing information has been requested, but a more comprehensive system to provide greater monitoring of student-athletes staying off-campus has now been implemented. Student-athletes will complete this document during the fall semester, and it has replaced the previous required compliance document.

The second new requirement is a workflow each student-athlete will receive and on which they will be required to sign an acknowledgement. The workflow reviews the extra benefit legislation and examples of extra benefits. Previously, the extra benefit education was provided at the beginning and end of year compliance meetings with student-athletes. ETSU is now including a written notification as well.

With regard to employment under the current compliance system, student-athletes are educated at the beginning of the year and end of the year meetings regarding employment reporting and are required to fill-out an employment notification form. This education has been enhanced to provide examples of what qualifies as employment during the presentations. In addition, coaches will now be required to report annually if they employ student-athletes, for what services, and the manner in which the student-athlete is employed.

While the institution provides a comprehensive athletics compliance education program, including at the time these violations occurred, it is using this case as an opportunity to increase awareness of the importance of athletics compliance to coaches, student-athletes, staff and representatives of the institution's athletics interest.

2. **Revised Meal Money Procedures:** The Athletics Chief Financial Officer (CFO) developed and implemented a meal budget form for each away trip and home contest. The actual expenses are now reviewed for reasonableness by the Business Office. A policy was instituted that requires Institutional Financial Services to review petty cash meal signature forms for wet ink signatures. In addition to the individual's receiving cash signature, it is

now required that signatures of both the coach and the Business Office are required for approval. In addition, each recipient of meal money must now: (1) sign; (2) write in the amount of cash received; and (3) individually date each day cash is received on the meal signature forms. Prior to authorizing the purchase of snacks and drinks, coaches are now required to provide proper justification and the Business Office now reviews requests for all individual drinks and snacks for reasonableness. In addition, the Compliance Office has provided education and will continue to provide education related to when cash vs. meals may be provided to student-athletes in conjunction with home and away competitions.

3. **Education Related to Stringing Services:** The Athletics Business Office instituted a policy and provided education that all stringing services will only be paid with a university check or purchasing card, as authorized by institutional policy. When paying via check, the coach must obtain an invoice from the third-party provider in order to be reimbursed. Athletics instituted a policy that it will not pay for stringing services that do not include the provider's information without proper justification. In addition, coaches have been provided education with regard to university hiring procedures and student-athletes employment.
4. **New Head Men's Tennis Coach:** In July 2017, after a nationwide search, ETSU hired a new head coach.
5. **Letter of Reprimand:** A letter of reprimand was issued by the Athletics Department to the former assistant coach (current head women's coach) after the discovery of several violations of which he was aware. At the conclusion of the SDR process, another letter of reprimand, which will be kept in his permanent personnel file, will be issued to the former assistant coach detailing the findings of the COI, the expectation of compliance with NCAA regulations at all times, and that any further significant compliance violation will result in immediate termination.
6. **Attendance at NCAA Regional Rules:** ETSU is requiring the assistant coach to attend NCAA Regional Rules for three years with the compliance staff. He attended the June 2018 Regional Rules Seminar in Atlanta. He will also attend in 2019 and 2020. ETSU has a history of sending its full-time compliance staff to Regional Rules and will continue to send its Compliance Staff to Regional Rules.
7. **Mandatory Monthly Compliance Meetings:** The assistant coach is required to have monthly one-on-one meetings (in-person or via phone conference) with the Compliance Department during which education will be provided on specific NCAA regulations.
8. **Sport Oversight:** ETSU has reassigned sport supervision of the tennis program to the Associate Athletics Director for External Operations. This provides more oversight as the CFO, the Associate Athletics Director for Compliance, and the Associate Athletics Director for External Operations will each have respective oversight of tennis. This has added an additional layer of oversight as the CFO previously supervised the tennis program.

9. **Compliance Review:** In an effort to continue to enhance compliance monitoring, the institution will hire a third-party consultant to complete a review of the Compliance Department. In addition, the Compliance Department will now have a dotted reporting line to the General Counsel's office.

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

**Division I 2013-14 Manual**

**14.10.1 Obligation of Member Institution to Withhold Student-Athlete From Competition.**

If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student- Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 14.11 if it concludes that the circumstances warrant restoration.

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

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

**Division I 2014-15 Manual**

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

**12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition.**

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

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

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

### **Division I 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 assistant coaches and administrators who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all assistant coaches and administrators involved with the program who report, directly or indirectly, to the coach.

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

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

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

### **Division I 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 assistant coaches and administrators who report, directly or

indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all assistant coaches and administrators involved with the program who report, directly or indirectly, to the coach.

**12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition.**

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

**14.3.1 Eligibility for Financial Aid, Practice and Competition—Qualifiers and Academic Redshirts.** A student-athlete who enrolls in a member institution as an entering freshman with no previous full-time college attendance shall meet the following academic requirements, as certified by the NCAA Eligibility Center, as approved by the Board of Governors, and any applicable institutional and conference regulations, to be considered a qualifier or an academic redshirt.

**14.3.2.1 Nonqualifier.** A nonqualifier is a student who has not graduated from high school or who, at the time specified in the regulation (see Bylaw 14.3), did not present the core-curriculum grade-point average and/ or SAT/ACT score required for a qualifier or an academic redshirt.

**14.3.2.1.1 Eligibility for Aid, Practice and Competition.** An entering freshman with no previous college attendance who was a nonqualifier at the time of enrollment in a Division I institution shall not be eligible for competition or practice during the first academic year of residence. However, such a student shall be eligible for nonathletics institutional financial aid that is not from an athletics source and is based on financial need only, consistent with institutional and conference regulations.

**14.3.2.2 Practice-Session Attendance.** A student-athlete who is a nonqualifier and who, therefore, is not eligible for practice, may not attend any practice sessions in any capacity, nor may the student-athlete attend any meeting characterized as practice (see Bylaw 17.02.1).

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

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

### **Division I 2017-18 Manual**

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

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

### **10.1 Unethical Conduct.**

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

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution.

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

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

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

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

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

**19.2.3.2 Failure to Cooperate.** Failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty. Institutional representatives and the involved individual may be requested to appear before a hearing panel of the Committee on Infractions at the time the allegation is considered.