



**LEWIS UNIVERSITY
PUBLIC INFRACTIONS DECISION
August 23, 2022**

I. INTRODUCTION

The NCAA Division II Committee on Infractions (COI) is an independent administrative body comprised of individuals from the NCAA Division II membership and the public charged with deciding infractions cases involving member institutions and their staffs. This case involved impermissible benefit violations in the men's and women's tennis program at Lewis University (Lewis).¹ The former head tennis coach was at the center of these violations and violated unethical conduct legislation when he asked a men's tennis student-athlete to conceal the benefits that the head coach provided to him. Additionally, the head coach's personal involvement in the violations demonstrated that he did not promote an atmosphere for compliance in his program.

Beginning in November 2018, and continuing through August 2020, the head coach provided three international tennis student-athletes with impermissible benefits in the form of cost-free lodging, meals, transportation and the discounted use of a vehicle. Although the head coach, who was hired by Lewis in January 2007, claimed that he provided these benefits to assist the student-athletes, his intentions do not excuse his knowing violations of fundamental NCAA extra benefits legislation. More troubling to the COI, he exacerbated these violations by encouraging one of the student-athletes to provide untruthful information to the institution in order to conceal conduct that the head coach knew to be impermissible.

The head coach's violations began in November 2018, when he offered to let an incoming men's tennis student-athlete stay at his house for free during the spring 2019 semester. The head coach made the offer after the student-athlete's scholarship fell approximately \$6,000 short of the anticipated amount. As a solution to the shortfall—and in order to secure the student-athlete's enrollment at Lewis—the head coach permitted the student-athlete to live at his house cost-free from January through mid-May 2019. During this time, the head coach provided the student-athlete with free meals and transportation. The total value of the benefits was approximately \$3,840. Because the head coach knew this living arrangement was impermissible, he did not consult the institution's compliance staff, and he instructed the student-athlete to provide a false address to the institution in order to conceal where he was living. The head coach's provision of

¹A member of the Great Lakes Valley Conference and Midwestern Intercollegiate Volleyball Association, Lewis' total enrollment is approximately 6,183 students. The institution sponsors 11 men's sports and 12 women's sports. This is the institution's second major infractions case. Its previous case occurred in 2004 and involved eligibility and recruiting violations across several sport programs.

impermissible benefits violated Bylaws 13 and 16, and he violated Bylaw 10 unethical conduct legislation when he encouraged the student-athlete to provide false and misleading information.

The head coach and/or the tennis program provided additional impermissible benefits to two other tennis student-athletes during the 2018-19 academic year and in August 2020. Specifically, in September 2018, the tennis program permitted a women's tennis student-athlete to stay two nights cost-free in a hotel room with at least two men's tennis student-athletes during a men's tennis tournament in Grand Rapids, Michigan. The value of the free hotel room was approximately \$206. Later, in November 2018, the head coach provided transportation, meals and at least one night of cost-free housing during the Thanksgiving holiday to the same women's tennis student-athlete and one of the men's tennis student-athletes. These benefits were valued at approximately \$114. Finally, in August 2020, the head coach arranged for the women's tennis student-athlete to rent his wife's vehicle for two days at a discounted rate. Collectively, along with the cost-free housing, meals and transportation provided to student-athlete 1, these impermissible benefits constitute a major violation. As a result of the benefits, the three student-athletes competed in a total of 106 dates of competition and received actual and necessary expenses while ineligible.

The impermissible benefit and unethical conduct violations demonstrated that the head coach failed to promote an atmosphere for compliance in his program. In addition to being personally involved in the violations, the head coach failed to engage the institution's compliance staff to determine whether his actions were permissible and also influenced a student-athlete to provide false and misleading information to the institution. As a result, the head coach failed to rebut his presumption of responsibility. The head coach responsibility violation is major.

The COI concludes that major violations occurred. Utilizing NCAA bylaws authorizing penalties, the COI prescribes the following penalties: three years of probation; a fine of \$5,000; vacation of records; a Compliance Blueprint Review; required Regional Rules Seminars attendance; and a five-year show-cause order for the head coach. The penalties section of this decision details these and other penalties.

II. CASE HISTORY

The violations in this case came to light in April 2019 when the institution's human resources department contacted the assistant athletic director of compliance after receiving an anonymous complaint about potential extra benefit violations involving a women's tennis-student athlete student-athlete 2. A month later, on May 21, 2019, Lewis self-reported a secondary violation to the NCAA enforcement staff related to the head tennis coach's (head coach) provision of meals and transportation to student-athlete 2 during the September 2018 Grand Rapids men's tennis tournament.

Later, when investigating an unrelated issue involving the head coach, the institution became aware of the head coach's provision of cost-free housing, meals and transportation to a men's tennis student-athlete (student-athlete 1). As a result, Lewis submitted a student-athlete reinstatement

request and secondary violation in late September and late October 2020, respectively. Additionally, the secondary report included references to other potential violations involving benefits provided to student-athlete 2.

The enforcement staff issued a notice of inquiry to the institution on March 23, 2021, and began a collaborative investigation with the institution. On January 5, 2022, the enforcement staff shared a draft notice of allegations (NOA) with the institution and the head coach to determine whether the case could be resolved through the negotiated resolution or summary disposition processes. The parties elected not to pursue either of those processes, which resulted in the enforcement staff issuing an NOA to Lewis and the head coach on January 25, 2022. The institution and the head coach submitted their responses to the NOA on April 25, 2022.

The COI identified information missing from the submissions and requested clarification, and if appropriate, supplements to the parties' respective submissions on April 29, 2022. Specifically, the COI requested that the institution clarify its position on the factual assertions and allegations included in the NOA and asked the head coach to identify any guiding authority that supported his position that the allegations could be considered secondary in nature. The institution and head coach supplemented their responses to the NOA on May 12 and 16, 2022, respectively. The enforcement staff submitted its case summary on June 29, 2022. The COI held a hearing via videoconference on July 19, 2022.

III. FINDINGS OF FACT

Cost-Free Lodging, Meals and Transportation for Student-Athlete 1

Student-athlete 1 approached Lewis as a prospect in August 2018. The student-athlete had been set to enroll at another NCAA member institution, but that institution suspended its tennis program for the 2018-19 academic year. Thus, on August 12, 2018, student-athlete 1 emailed the head coach and tennis coaches at three other institutions to express his interest in an athletics scholarship to enroll and play tennis during the 2019 spring semester. Later that day, the head coach responded to the email with an offer of academics and athletics aid for the spring 2019 semester. The head coach based this amount off the institution's scholarship calculator—which provides an estimated range of merit money based on a student's academic record—and the tennis program's available athletics aid. In October 2018, student-athlete 1 sent the head coach an email stating that he wanted to accept the head coach's offer and enroll at Lewis in January of 2019. The head coach responded with his excitement to add student-athlete 1 to the institution's tennis program and stated that student-athlete 1 should fill out the institution's online application as soon as possible to get his exact academic scholarship amount.

Sometime after student-athlete 1 and the head coach's October email exchange, the athletic director informed the head coach that the institution was unable to provide the amount previously reported to student-athlete 1. Therefore, on November 15, 2018, the head coach emailed student-athlete 1 and told him that his initial scholarship offer would be reduced by \$6,000. Within that same email,

the head coach offered a solution to address the scholarship shortfall: the student-athlete could live with the head coach and his family for the semester. Specifically, he stated, "Here is my solution but this MUST just be between you and me. You cannot say anything to [the director of international admissions] or anyone else at Lewis University. You will have the address of [family friends] who live nearby the university and say that you are going to live there to [the director of international admissions] or anyone else that asks you. I also believe there will be times you can stay on campus with some guys from the team. . . . This will create a big savings because you won't have dorm room and further expenses for this spring semester." The head coach further stated, "I know this is not perfect. I don't want you to think you cannot trust me. . . . I thought of this solution and hope that you will do it because I really want you to come here." After discussing the head coach's "solution" with his parents, student-athlete 1 accepted the offer. In his interview with the enforcement staff, student-athlete 1 explained that he decided to accept the offer because it would provide much needed financial help to his family.

A few weeks later, on December 21, 2018, Lewis issued an initial scholarship award and an athletics award agreement to student-athlete 1. Then, in January 2019, the head coach began providing cost-free housing, meals and transportation to student-athlete 1, who ultimately signed his athletics award agreement on January 14, 2019. From January to mid-May, student-athlete 1 stayed at the head coach's home, rode with the head coach to and from the institution and had cost-free meals. The total value of the housing, transportation and meals was approximately \$3,840.

In his interview, the head coach reported that he knew the arrangement was against the rules, which is why he did not talk to anyone at the institution about it. In student-athlete 1's interview, he stated that he did not know if the bylaws permitted the head coach's offer to provide cost-free housing during the spring semester. Student-athlete 1 further reported in his interview with the enforcement staff that the head coach insisted for the student-athlete to withhold information concerning his cost-free housing, meals and transportation from his teammates. In his response to the NOA, the head coach noted that student-athlete 1 "was reminded often not to let other teammates know of his living arrangements because it was illegal for him to stay there." Further, at the infractions hearing, the head coach admitted that he knew the director of international admissions would question student-athlete 1 about his address for his visa status, so the head coach told student-athlete 1 to use his family friend's address.

At some point, student-athlete 1 became uneasy about the permissibility of the living arrangement, but explained to the enforcement staff that he went along with it because the head coach assured him in his November 2018 email that student-athlete 1 would have tuition, room and board covered for the fall 2019 semester. Student-athlete 1 returned to his home country during summer 2019 and upon his return to campus, he received the full amount of aid that the head coach had initially offered in August of 2018. Thus, student-athlete 1 lived on campus during the fall semester.

Cost-Free Lodging, Transportation and Meals for Student-Athletes 2 and 3 and Discounted Use of a Vehicle

Student-athlete 2 transferred to Lewis in fall 2018 from an NCAA Division I member institution. Approximately a month after Lewis began classes for the fall semester, the men's tennis team competed in a tournament in Grand Rapids, Michigan from September 28 to 30, 2018. Without consulting the head coach, student-athlete 2 had her uncle drive her from the institution's locale to Grand Rapids and drop her off, so that she could attend the men's tournament. She did not ask the head coach or the compliance staff where she could permissibly stay during the tournament.²

While in Grand Rapids, student-athlete 2 shared a hotel room for two nights with two or three members of the men's tennis team. During their September 2018 interviews with the institution, the head coach and student-athlete 2 reported that student-athlete 2's uncle paid for her lodging at the hotel during the men's tennis tournament. However, student-athlete 2 reported in April 2021, that neither she nor her uncle paid for her lodging. Specifically, she told the institution that she intended to stay on her own on the Grand Rapids trip but ended up staying with a men's tennis student-athlete (student-athlete 3) in his room "with the guys." Student-athlete 3 also confirmed that student-athlete 2 stayed in his hotel room with other men's tennis student-athletes. The head coach maintained in his response to the NOA and at the infractions hearing that student-athlete 2 informed him that her relative would be paying for her to stay at the hotel, so the head coach "did not and could not have known that student-athlete 2 was staying in a tennis player's room." The total value of the free hotel stay was approximately \$206.

A few months after the Grand Rapids tournament, the head coach offered for student-athletes 2 and 3 to spend time at his home during the 2018 Thanksgiving recess. The head coach made the offer because the two student-athletes were still on campus without holiday plans and food and dining were unavailable on Thanksgiving Day. In addition to the head coach providing the student-athletes transportation to and from his home, he also provided them with meals, including Thanksgiving dinner, and allowed them to spend at least one night at the head coach's home.³

For Thanksgiving break, the student-athletes could have submitted a housing request to remain on campus. Likewise, the head coach could have permissibly provided transportation for an occasional meal in the locale of the institution under NCAA bylaws. The NCAA academic and membership affairs (AMA) staff's general interpretative guidance is that the definition of "occasional" is ultimately left to the institution and its policy. For the 2018-19 academic year, the

² In April 2019, the institution discovered that the head coach provided meals and transportation to student-athlete 2 during the Grand Rapids tournament. The institution submitted this information to the enforcement staff as a potential secondary violation on May 21, 2019. The enforcement staff processed the violations as secondary on July 1, 2019, and therefore did not include them in the NOA in this case.

³ The enforcement staff alleged that student-athletes 2 and 3 spent three nights at the head coach's home during the 2018 Thanksgiving recess. However, student-athlete 2 reported in her interview with the enforcement staff that they were at the head coach's house for "two or three days". The head coach and student-athlete 3 reported in their interviews with the enforcement staff that the student-athletes only spent one night at the head coach's home. Ultimately, the COI determined that the number of nights that the student-athletes stayed at the head coaches house was immaterial to whether or not a violation occurred.

Lewis athletics department's policy, which the head coach did not follow, required institutional staff members to request permission from the compliance staff prior to the provision of an occasional meal and transportation. The total value of the cost-free housing, transportation and meals for student-athletes 2 and 3 was \$114.

The following spring, in March 2019, the athletic director sent an email to the head coach addressing personnel and coaching expectations. It is unclear what prompted this email, but it expressly stated, among other things, that "the use of a coach's personal vehicle by a student-athlete should never take place." Despite this previous instruction, the head coach arranged for student-athlete 2 to rent his wife's vehicle at a discounted rate. Specifically, in August 2020, student-athlete 2 contacted the head coach about renting a vehicle to move her belongings from storage to her dorm. At the time, student-athlete 2 could not rent a vehicle due to her age. The head coach referred student-athlete 2 to his wife to work out the details of the rental as he "did not want to be directly involved." The head coach's wife permitted student-athlete 2 to use her Toyota Sequoia for two days at a discounted rate.

The longtime head coach with considerable experience with NCAA rules generally failed to consult the compliance staff about the permissibility of his actions beginning in fall 2018 through August 2020. At the infractions hearing, the head coach stated that he did not clarify the permissibility of allowing student-athlete 1 to live in his home because he "knew it was not legal for them to live at my house." Regarding student-athlete 2, the head coach neither consulted the compliance staff about her arrival and continued stay at the Grand Rapids tournament nor informed them about his provision of meals and transportation. With respect to student-athletes 2 and 3, the head coach did not consult the compliance staff about providing cost-free housing, meals and transportation during the 2018 Thanksgiving break, nor did he seek permission to provide Thanksgiving dinner to them as an "occasional meal" as required by the institution's policy.

IV. ANALYSIS

The violations in this case occurred in the tennis program and involved impermissible benefits, unethical conduct and head coach responsibility. The benefits violations occurred when the head coach provided impermissible benefits to three international tennis student-athletes.⁴ Further, the head coach violated unethical conduct legislation when he instructed one of the student-athletes to provide false and misleading information concerning the head coach's provision of impermissible benefits. The violations demonstrated the head coach's failure to promote an atmosphere for compliance. The violations are major.

⁴ In November of 2018, student-athlete 1 had not yet signed with Lewis. Thus, he was considered a prospective student-athlete, and the head coach's offer of free housing was a recruiting inducement. Once student-athlete 1 signed his athletics award agreement on January 14, 2019, he became a student-athlete and thus the cost-free housing, meals and transportation were considered extra benefits. For ease of reference, the decision will refer to the underlying violations involving student-athletes 1, 2 and 3 as benefits violations.

A. UNETHICAL CONDUCT, IMPERMISSIBLE BENEFITS, COMPETITION, PARTICIPATION AND EXPENSES [NCAA Division II Manual Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 14.12.1, 16.8.1 and 16.11.2.3-(d) (2018-19); 16.11.2.1 (2018-19 through 2020-21); and 16.11.2.3-(c) (2020-21)]

Beginning in November 2018 and continuing through August 2020, the head coach provided impermissible benefits to three international tennis student-athletes. He also violated the NCAA principles of ethical conduct because he provided some of those benefits knowing that his conduct violated NCAA legislation. Lewis and the enforcement staff agreed on the facts and that violations occurred. The head coach agreed with many facts and that he violated NCAA legislation; however, he submitted that most violations were secondary. The COI concludes that major violations occurred.

1. NCAA legislation relating to unethical conduct, impermissible benefits, competition and expenses.

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

2. The head coach violated NCAA legislation when he offered and provided impermissible benefits to three tennis student-athletes, some of which also violated unethical conduct legislation.

On November 15, 2018, the head coach knowingly offered, and subsequently provided approximately \$3,840 worth of impermissible recruiting inducements and benefits in the form of cost-free housing, meals and transportation to student-athlete 1 from January through mid-May 2019. Additionally, during the 2018-19 academic year and August 2020, the head coach and/or the tennis program provided approximately \$423 worth of impermissible benefits to student-athletes 2 and 3. As a result, the three student-athletes competed in 106 dates of competition and received actual and necessary expenses while ineligible. The conduct violated Bylaws 10, 13, 14 and 16.

The principles of ethical conduct are found in Bylaw 10. They require individuals associated with member institutions to act with honesty and sportsmanship so as to represent the honor and dignity of fair play. Bylaw 10.1 outlines specific behaviors that the NCAA membership has identified as examples of unethical conduct, with Bylaw 10.1-(b) specifically prohibiting the knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.

Bylaw 13 addresses recruiting. Specifically, Bylaw 13.2.1 prohibits an institutional staff member from being involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospect other than expressly permitted by NCAA legislation. Bylaw 16 governs benefits. Bylaw 16.11.2.3-(c) prohibits an institutional employee from providing a student-athlete the use of an automobile. Pursuant to Bylaw 16.11.2.3-(d), this prohibition includes automobiles, the use of an automobile, or other transportation not generally

available to the institution's students and their friends and relatives. Finally, Bylaw 16.8.1 requires that a student-athlete must be eligible for competition in order to receive actual and necessary expenses, and Bylaw 14.12.1 places an affirmative obligation on institutions to withhold ineligible student-athletes from competition.

On November 15, 2018, the head coach knowingly offered to provide student-athlete 1 with cost-free housing at his home to secure the student-athlete's commitment to Lewis. The head coach's offer, which was not generally available to other incoming students, constituted a recruiting inducement in violation of Bylaw 13.2.1. The head coach subsequently provided free housing, meals and transportation to student-athlete 1 from January through mid-May 2019. In doing so, the head coach provided impermissible benefits and transportation, which violated Bylaws 16.11.2.1 and 16.11.2.3-(d). The head coach admitted that he knew his conduct was impermissible at the time he offered and provided the free housing, meals and transportation to the student-athlete. Together, the head coach's knowing offer to provide an inducement and subsequent provision of extra benefits to student-athlete 1 violated Bylaws 10.01.1, 10.1, 10.1-(b).

Around the same time, in September 2018, the tennis program permitted student-athlete 2 to share a hotel room with at least two men's tennis student-athletes for two nights cost-free during the Grand Rapids tournament. The cost-free hotel stay constituted an impermissible benefit in violation of Bylaw 16.11.2.1. The NOA did not allege—and the COI does not conclude—that this violation is attributable to the head coach, who stated that he was under the impression that the student-athlete was staying in the hotel at her uncle's expense. Rather, Lewis agreed that the violation was attributable to the institution.

Then, in November 2018, the head coach provided transportation, meals and at least one night of cost-free housing at his home to student-athletes 2 and 3 during the Thanksgiving holiday break. The head coach could have sought permission from the institution to provide an "occasional meal" to the student-athletes during this time, but he did not do so and thereby violated institutional policy. Because the meals, transportation and housing were not generally available to the institution's students, they violated Bylaws 16.11.2.1 and 16.11.2.3-(d). Finally, in August 2020, the head coach arranged for student-athlete 2 to rent his wife's vehicle for two days at a discounted rate, which likewise violated Bylaws 16.11.2.1 and 16.11.2.3-(c). These benefits for student-athletes 2 and 3 totaled approximately \$423.

Because of the head coach's provision of impermissible benefits, student-athletes 1, 2 and 3 competed in a total of 106 dates of competition and received actual and necessary expenses while ineligible. The competition and expenses violated Bylaws 14.12.1 and 16.8.1. Although the head coach described his conduct as generally well-intentioned, it ultimately resulted in significant ineligibility for the student-athletes.

The head coach agreed that his provision of cost-free housing, meals and transportation for student-athlete 1 constituted a major violation. However, in his response and at the infractions hearing, he argued that student-athlete 2's hotel stay and car rental, as well as the cost-free housing that he provided to student-athletes 2 and 3 during the Thanksgiving holiday, were secondary violations.

He further asserted that there were no major competitive advantages gained by these violations. The COI disagrees.

Bylaw 19.02.2.1 establishes that multiple secondary violations by a member institution may be collectively considered a major violation. In addition to the violation involving student-athlete 1, the head coach also engaged in a pattern whereby he provided benefits to other student-athletes. With student-athlete 1, the head coach intentionally circumvented well-known rules in order to secure the student-athlete's enrollment at Lewis. With respect to student-athletes 2 and 3, he acted carelessly towards those same rules. On their own, the extra benefits violations involving student-athletes 2 and 3 may have been secondary. But in the aggregate, and especially in light of the violation involving student-athlete 1, they collectively constitute a major violation.

In past cases, the COI has concluded that Bylaw 13 and 16 violations occur when institutions or their representatives give prospects or student-athletes inducements or benefits that are not available to the general student population. See *Wilmington University (Wilmington)* (2020) (concluding via Summary Disposition Report (SDR) that major impermissible benefit violations occurred when the head coach provided \$2,893 in the form of cash for tuition, groceries, meals, gas and ride sharing services, transportation and gifts to eight women's tennis student-athletes); *West Liberty University (West Liberty)* (2019) (concluding via SDR that a Bylaw 16.11.2.1 violation occurred where the head men's soccer coach provided impermissible benefits in the form of tuition payments to two men's soccer student-athletes); and *Christian Brothers University* (2019) (concluding via SDR that the head coach violated Bylaw 13 when he allowed a prospect to stay in his home during two visits and provided her with free meals, local transportation, access to a tennis club and items of clothing).⁵ Thus, consistent with these cases and Bylaw 19.02.2.2, the COI concludes that the benefits violations establish a collective major violation.

B. UNETHICAL CONDUCT [NCAA Division II Manual Bylaws 10.01, 10.1 and 10.1-(c) (2018-19)]

The head coach failed to meet legislated standards of ethical conduct when he instructed a men's tennis student-athlete to provide false and misleading information concerning the head coach's provision of impermissible benefits. The institution, enforcement staff and head coach agreed on the facts and that a violation occurred. The COI concludes that a major violation occurred.

1. NCAA legislation relating to unethical conduct.

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

⁵ Although *Wilmington*, *West Liberty* and *Christian Brothers* were decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-8-2-1, the COI cites to it and other SDR decisions because they involve violations of a similar nature.

2. The head coach instructed a men's tennis student-athlete to provide false and misleading information about the head coach's provision of impermissible benefits.

Beginning November 15, 2018, the head coach failed to meet the legislated ethical conduct standards when he instructed student-athlete 1 to provide false and misleading information concerning the head coach's provision of impermissible benefits. In his response and at the infractions hearing, the head coach agreed that his conduct violated the NCAA principles of ethical conduct under Bylaw 10.

Bylaw 10 outlines the principles of ethical conduct. Specifically, Bylaw 10.1-(c) precludes knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation.

The head coach failed to meet his obligation to conduct himself in an ethical manner when he attempted to conceal his violations by instructing student-athlete 1 to provide false and misleading information concerning the head coach's provision of cost-free housing, meals and transportation. In the head coach's November 15, 2018, email to student-athlete 1, the head coach explicitly told student-athlete 1 to withhold information from "[the director of international admissions] or anyone else at Lewis University". Student-athlete 1 further reported in his interview with the enforcement staff that the head coach insisted for the student-athlete to withhold information concerning his cost-free housing, meals and transportation from his teammates.

The head coach admitted in his response and at the infractions hearing that he told student-athlete 1 to hide the coach's provision of impermissible benefits. In his response to the NOA, the head coach noted that student-athlete 1 "was reminded often not to let other teammates know of his living arrangements because it was illegal for him to stay there." Further, at the infractions hearing, the head coach admitted that he knew the director of international admissions would question student-athlete 1 about his address for his visa status, so the head coach told student-athlete 1 to use his family friend's address. When the head coach knowingly instructed student-athlete 1 to provide false and misleading information, he violated Bylaws 10.01.1, 10.1 and 10.1-(c).

The COI has previously concluded that institutional employees commit major ethical conduct violations when they knowingly engage in violations and later provide or encourage others to provide false and/or misleading information to the enforcement staff or the institution regarding the violations. *See Lane College (2019)* (concluding via SDR that the head track coach committed major violations when, knowing it was a violation, he instructed an ineligible student-athlete to compete under an eligible student-athlete's name and later provided false and misleading information to the enforcement staff regarding his involvement in the violation) and *Lynn University (2019)* (concluding via SDR that the head softball coach engaged in unethical conduct when, knowing it was a violation, he provided impermissible tuition and book payments for two student-athletes and later provided false and misleading information to the enforcement staff regarding the payments). Consistent with these cases, the COI concludes this violation is major.

C. HEAD COACH RESPONSIBILITY [NCAA Division II Manual Bylaw 11.2.1 (2018-19 and 2020-21)]

In the 2018-19 academic year and August 2020, the head coach failed in his responsibility to promote an atmosphere for compliance. Lewis and the enforcement staff agreed on the facts and that the violation occurred. The head coach disputed aspects of the head coach responsibility violation. The COI concludes that a major violation occurred.

1. NCAA legislation relating to head coach responsibility.

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

2. The head coach did not demonstrate that he promoted an atmosphere for compliance in the tennis program due to his personal involvement in the violations.

During the 2018-19 academic year and August 2020, the head coach failed to meet his legislated responsibility to promote an atmosphere for compliance. The head coach was personally involved in providing impermissible benefits to three international student-athletes and failed to engage the compliance staff to determine whether his actions were permissible. Further, the head coach influenced a student-athlete to provide false and misleading information to the institution. As a result of his actions and failures, the head coach violated Bylaw 11.

Bylaw 11.1.2.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere for rules compliance; and (2) to monitor those individuals in their program who report to them. Head coaches may rebut this presumption by demonstrating that they promoted an atmosphere for compliance and monitored their staffs.

At the infractions hearing, the head coach accepted responsibility for offering and subsequently providing cost-free housing, meals and transportation to student-athlete 1. However, the head coach contested his responsibility for student-athlete 2's hotel stay and car rental, while still acknowledging that he failed to consult compliance about the permissibility of his actions. Despite his challenge, the COI concludes that the head coach failed to rebut his presumption of responsibility. His personal involvement in the benefit and unethical conduct violations demonstrated that the head coach did not promote an atmosphere for compliance, thus violating Bylaw 11.1.2.1.

After almost thirteen years at Lewis, the head coach acted independently of the institution's compliance office and failed to adhere to well-known NCAA legislation from November 2018 through August 2020. With regard to student-athlete 1, the head coach proactively invited the student-athlete to live in his home though he knew the arrangement would contravene basic compliance principles and fundamental NCAA legislation. The head coach's offer secured the commitment of student-athlete 1 and foreclosed the opportunity for other institutions to recruit the

student-athlete. More troubling, the head coach instructed student-athlete 1 to conceal his impermissible conduct from the institution and other tennis student-athletes. His instruction influenced the student-athlete to provide false and misleading information to the institution.

In addition to his provision of benefits to student-athlete 1, the head coach engaged in a pattern of failing to consult the compliance staff ahead of providing benefits to other student-athletes. His conduct fell short of what the membership requires and expects of head coaches. Beginning in the fall 2018 through August 2020, the head coach failed to consult the compliance staff before he acted which resulted in violations of fundamental inducement and benefit legislation. Specifically, the head coach did not clarify the permissibility of allowing student-athlete 1 to live in his home. Additionally, the head coach neither consulted the compliance staff about student-athlete 2's arrival and continued stay at the Grand Rapids men's tennis tournament nor informed them about his provision of meals and transportation upon returning to campus. Further, the head coach did not consult the compliance staff about providing cost-free housing, meals and transportation during the 2018 Thanksgiving break, nor did he seek permission to provide Thanksgiving dinner to them as an "occasional meal" as required by the institution's policy. Moreover, with respect to student-athlete 2, the head coach ignored an express instruction from his athletics director when he arranged for student-athlete 2 to rent his wife's vehicle. The head coach's personal involvement in the violations and general indifference to rules compliance from the 2018-19 academic year through August 2020 illustrate that the head coach failed to promote an atmosphere for compliance.

The COI has previously concluded that head coaches fail to rebut the presumption of responsibility when they were personally involved in violations and/or failed to monitor their staffs. *See Clark Atlanta University* (2022) (concluding via SDR that a Bylaw 11.1.2.1 head coach responsibility violation occurred where the head men's basketball coach provided checks to the fathers of two men's basketball student-athletes); *Clarion University of Pennsylvania* (2021) (concluding via SDR that a Bylaw 11.1.2.1 head coach responsibility violation occurred where the head women's soccer coach was personally involved in financial aid violations); *King University* (2020) (concluding a Bylaw 11.1.2.1 head coach responsibility violation occurred where the head coach was involved in arranging impermissible recruiting inducements, did not monitor a staff member who was hosting a prospect at his home and did not monitor his staff members' involvement with admissions essays); and *Millersville University of Pennsylvania* (2020) (concluding via SDR that a head coach responsibility violation occurred where the head women's swimming coach was directly involved in making an impermissible payment to a prospect). Like these cases, the head coach responsibility violation is major.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the COI concludes this case involved major violations of NCAA legislation. Major violations are not isolated or inadvertent, provide or are intended to provide more than a minimal advantage, and include intentional violations of NCAA legislation.

In prescribing penalties, the COI evaluated relevant mitigating factors pursuant to Bylaw 19.5.2. As part of its evaluation, the COI also considered Lewis' corrective actions as set forth in Appendix One. After considering all information, the COI prescribes the following penalties (self-imposed penalties are so noted):

Penalties for Major Violations (Bylaw 19.5.2)

1. Public reprimand and censure through the release of the public infractions decision.
2. Probation: Three years of probation from August 23, 2022, through August 22, 2025.
3. During this period of probation, Lewis 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;
 - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by October 15, 2022, 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 July 1 during each year of probation. The annual compliance report submitted at the end of the first year of probation must also include a copy of the completed Compliance Blueprint Review or outside audit (*see* Penalty No. 6), including all of the auditor's recommendations and a reasonable schedule for when the recommendations will be completed and implemented during the probationary period. Particular emphasis shall be placed on rules education and monitoring related to recruiting, impermissible inducements and benefits for coaches, staff and student-athletes;
 - d. Inform prospects in the tennis program in writing that Lewis 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 a National Letter of Intent; and
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport program and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides for the affected sport programs. 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 prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

4. Lewis shall pay a \$5,000 fine.⁶
5. Vacation of records: Lewis acknowledged that ineligible participation occurred as a result of the violations in this case. Therefore, pursuant to Bylaws 19.5.2-(g) and Executive Regulation 31.2.2.4, Lewis shall vacate all regular season and conference tournament wins, records and participation in which ineligible student-athletes detailed in this case 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 the 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.⁷ (Self-imposed.) However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding its athletics 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 in these sports 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 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

⁶ The COI prescribes the maximum fine that is has the authority to prescribe to address the significance of the competitive advantage gained after the three student-athletes competed in 106 dates of competition while ineligible.

⁷ Among other examples, the COI has indicated that a vacation of records is particularly appropriate when cases involve ineligible competition. Further, the COI has consistently prescribed a vacation of records in cases that involved student-athletes competing when they failed to meet eligibility requirements. See *Shaw University* (2022), *Augusta University* (2022), *Clark Atlanta*, *Saginaw Valley State University* (2019), *Central State University* (2016), *Cheney University of Pennsylvania* (2014) and *University of the District of Columbia* (2008).

office no later than 14 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.

6. The institution shall undergo a Compliance Blueprint Review during the first year of probation. If a Compliance Blueprint Review is unavailable during this time, the institution shall undertake a comprehensive audit of its athletics compliance program. The audit shall be conducted by an outside agency and include, at a minimum, amateurism, eligibility, certification, financial aid administration and compliance education. The institution shall implement and abide by all recommendations made by the reviewer. The institution shall provide a copy of the reviewer's report in its annual compliance report.
7. During each year of the term of probation, the compliance director shall attend NCAA Regional Rules Seminars. Moreover, during the first year of probation, the director of athletics and senior woman administrator must also attend NCAA Regional Rules Seminars. Lewis must include documentation of registration and the sessions attended in its annual compliance reports immediately following the representatives' attendance at the NCAA Regional Rules Seminars.
8. Show-cause order: During the 2018-19 academic year and August 2020, the head coach was personally involved in providing impermissible benefits to three tennis student-athletes and failed to consult compliance to determine whether his actions were permissible. Further, the head coach violated the principles of ethical conduct when he instructed a men's tennis student-athlete to provide false and misleading information to the institution. As these violations demonstrate, the head coach failed to promote an atmosphere for compliance during this time. Therefore, the head coach shall be subject to a five-year show-cause order from August 23, 2022, through August 22, 2027. In accordance with Bylaw 19.5.2.2 and COI Internal Operating Procedures (IOP) 5-16-1, any institution employing the head coach during the five-year show-cause period shall restrict the head coach from all athletically related activities. Any NCAA member institution employing the head coach during the five-year show-cause period shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

Although each case is unique, this show-cause order is consistent with prior cases involving head coach responsibility and/or ethical conduct violations. *See Wilmington* (prescribing a five-year show-cause order for a head coach that knowingly provided women's tennis student-athletes with impermissible benefits that included cash for tuition, groceries, meals, gas and ride sharing services, transportation and gifts, violated head coach responsibility legislation and failed to cooperate) and *Lane* (prescribing a five-year show-cause order when a head coach knowingly directed a partial qualifier to compete under the name of an eligible student-athlete, failed to promote an atmosphere for compliance and provided false and misleading information during the investigation).

9. Following the receipt of the final compliance report and prior to the conclusion of probation, Lewis' president shall provide a letter to the COI affirming that Lewis' current athletics policies and practices conform to all requirements of NCAA regulations.

As required by NCAA legislation for any institution involved in a major infractions case, Lewis shall be subject to the provisions of Bylaw 19.5.2.3, concerning repeat violators, for a five-year period beginning on the effective date of the penalties in this case. Further, the COI advises Lewis 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 Lewis or the head coach contrary to the terms of any of the penalties or any additional violations will cause the COI to consider extending Lewis' probationary period, prescribing more severe penalties, or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS

Jessica Chapin
David Hansburg
John David Lackey, chair
Richard Loosbrock
Melissa Reilly
Leslie Schuemann
Jason Sobolik

APPENDIX ONE

**CORRECTIVE ACTION AS IDENTIFIED IN RESPONSE TO THE NOTICE OF
ALLEGATIONS**

1. The institution terminated the head coach on September 11, 2020.

APPENDIX TWO
Bylaw Citations

Division II 2018-19 Manual

10.01 General Principles.

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 offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;
- (c) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation.

11.2.1 Stipulation That NCAA Enforcement Provisions Apply. Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.

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

14.12.1 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 14.13, if it concludes that the circumstances warrant restoration.

16.8.1 Permissible. An institution, conference or the NCAA 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 relatives or friends with a benefit not expressly authorized by NCAA legislation.

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

(d) Transportation that is not generally available to the institution's students and their friends and relatives.

Division II 2019-20 Manual

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

Division II 2020-21 Manual

11.2.1 Stipulation That NCAA Enforcement Provisions Apply. Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.

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

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

(c) An automobile or the use of an automobile;