

NEGOTIATED RESOLUTION¹

Wofford College – Case No. 020293

August 23, 2024

I. CASE SYNOPSIS

Wofford College (Wofford); Jay McAuley (McAuley), former head men's basketball coach; and NCAA enforcement staff agree with the violations and the penalties detailed below. The parties also agree this case should be resolved as Level II – Mitigated for the institution and Level II – Aggravated for McAuley.

The case originated December 4, 2022, when the institution's president received a letter signed by the men's basketball team stating their desire to no longer play for McAuley. The institution interviewed men's basketball student-athletes to determine the nature of their concerns. During these interviews, men's basketball student-athletes initially reported concerns focused on coaching style. As the investigation progressed, the concerns began to include countable athletically related activities (CARA) violations, including that they were required to work out, attend film sessions and/or meet with coaches on dates that were reported to compliance as days off.

After receiving the institution's self-report, the enforcement staff conducted additional interviews with men's basketball student-athletes, the men's basketball coaching staff, the men's basketball program's athletic trainer, the then director of athletics and McAuley. The investigation revealed that McAuley regularly required three men's basketball student-athletes who were considered the team's leaders, and occasionally required additional men's basketball student-athletes, to participate in CARA on scheduled days off during the season. Specifically, McAuley directed men's basketball assistant coaches to ensure these men's basketball student-athletes regularly participated in film review, walk-throughs and individual player workouts on days designated as off days. Coach involvement in initiating these activities resulted in three or more men's basketball student-athletes not receiving a required day off most weeks during the championship segment of the playing season during the 2021-22 academic year and the 2022-23 academic year through December 5, 2022, when McAuley was placed on leave.

The investigation also discovered an instance of McAuley requiring CARA following a competition and late into the evening in violation of NCAA rules. Following a road loss November 12, 2022, McAuley required the men's basketball team to review film from that competition and the next opponent, violating a prohibition on CARA following competition. The same evening, McAuley required one men's basketball student-athlete to meet with him until after midnight, violating a prohibition on CARA between the hours of midnight and 5 a.m. Because McAuley was personally involved in the violations, he also failed to rebut the presumption of head coach responsibility for the infractions that occurred in his program.

¹ In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

Additionally, the investigation demonstrated that the institution did not have adequate compliance monitoring systems to deter and detect the CARA violations. While the institution provided education directly to the men's basketball coaches regarding CARA, it failed to ensure it received CARA logs from the men's basketball program for at least nine weeks during the period of violations.

II. PARTIES' AGREEMENTS

A. Agreed-upon findings of fact, violations of NCAA legislation and violation levels.

1. [NCAA Division I Manual Bylaws 17.1.7.3.4 and 17.1.7.4 (2021-22 and 2022-2023); 17.1.7.3.2.1 and 17.1.7.11.5 (2022-23)] (Level II)

The institution, McAuley and enforcement staff agree that between October 2021 and December 2022, McAuley regularly required three men's basketball student-athletes and occasionally additional men's basketball student-athletes to participate in CARA on scheduled days off. Additionally, between August 2021 and December 2022, McAuley failed to ensure the accurate recording of men's basketball student-athletes' countable hours in weekly reports to the compliance staff.² Further, on one occasion in November 2022, McAuley required men's basketball student-athletes to participate in CARA following a competition and between the hours of midnight and 5 a.m. Specifically:

- a. Between approximately October 2021 and December 2022, McAuley repeatedly required three men's basketball student-athletes and occasionally additional men's basketball student-athletes to participate in film review, walk-throughs and individual player workouts on days designated as off days, resulting in men's basketball student-athletes not receiving a required day off most weeks during the championship segments of playing seasons. Further, because these activities were not reflected in CARA logs, McAuley failed to ensure the accurate recording of student-athletes' countable hours in weekly reports to the compliance staff. [NCAA Bylaws 17.1.7.3.4 and 17.1.7.4 (2021-22 and 2022-23)]
- b. For at least nine weeks between August 2022 and October 2022, the men's basketball program failed to submit CARA logs to the compliance staff. [NCAA Bylaw 17.1.7.3.4 (2022-23)]
- c. Following a November 12, 2022, competition, McAuley required the men's basketball team to review film from that competition and the next opponent and required one men's basketball student-athlete to meet with him following the film review after midnight. [NCAA Bylaws 17.1.7.3.2.1 and 17.1.7.11.5 (2022-23)]

² Although the student-athletes participated in CARA beyond reported hours, based on analysis of the CARA logs submitted, practice videos and reported information about participation on required days off, the enforcement staff could not substantiate that the men's basketball team exceeded daily or weekly hour limitations per NCAA Bylaw 17.1.7.1.

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2. [NCAA Division I Manual Bylaw 11.1.1.1 (2021-22 and 2022-23)] (Level II)

The institution, McAuley and enforcement staff agree that between August 2021 and December 2022, McAuley is presumed responsible for the violations detailed in Agreed-Upon Finding of Fact No. 1 and did not rebut the presumption of responsibility. Specifically, McAuley did not demonstrate that he promoted an atmosphere for compliance in the men's basketball program due to his personal involvement in the violations.

3. [NCAA Division I Manual Constitution 2.8.1 (2021-22) and Bylaw 8.01.3 (2022-23)] (Level II)

The institution and enforcement staff agree that between August 2021 and December 2022, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact No. 1 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its men's basketball program to ensure compliance with applicable NCAA legislation. Specifically, the institution failed to adequately monitor the men's basketball program's CARA and establish sufficient policies and procedures to effectively deter, prevent and detect CARA violations in a timely manner.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assigned the factors equal weight, considered their number and agree that this case should be properly resolved as Level II – Mitigated for the institution and Level II – Aggravated for McAuley.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or multiple Level II violations for which the institution is responsible [Bylaw 19.12.3.1-(a)].
 - b. Persons of authority condoned, participated in or negligently disregard the violation or related wrongful conduct [Bylaw 19.12.3.1-(e)].
 - c. Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority [Bylaw 19.12.3.1-(i)].
2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt self-disclosure of the violations [Bylaw 19.12.4.1-(a)].

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- b. Prompt acknowledgment and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
- c. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.1-(d)].
- d. The absence of prior conclusions of Level I, Level II or major violations committed by the institution within the past 10 years [Bylaw 19.12.4.1-(h)].

Involved Individual (McAuley):

- 1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or multiple Level II violations [Bylaw 19.12.3.2-(a)].
 - b. Persons of authority condoned, participated in or negligently disregard the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - c. Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority [Bylaw 19.12.3.2-(i)].
- 2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.2-(c)].
 - b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES³

All penalties agreed upon 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.

Pursuant to Bylaw 19.10.3-(e), the parties agree to the following penalties:

Core Penalties for Level II – Mitigated Violations (Bylaw 19.12.6)

1. Probation: One year of probation from August 23, 2024, through August 22, 2025.
2. Financial Penalty: The institution shall pay a fine of \$5,000 to the NCAA.

Core Penalties for Level II – Aggravated Violations (Bylaw 19.12.6)

3. Show-cause order: McAuley was personally involved in CARA violations during multiple seasons and failed to demonstrate he promoted an atmosphere of compliance in his program. Therefore, McAuley shall be subject to a two-year show-cause order from August 23, 2024, through August 22, 2026. In accordance with Bylaw 19.12.6.4 and NCAA Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, during the first year of the show-cause period, any employing member institution shall restrict McAuley from (a) all athletically related duties from the beginning of the show-cause period until the day of the institution's first regular season contest, (b) all athletically related duties during the period of suspension detailed in Penalty No. 4 and (c) participation in all CARA outside the playing season (including summer athletics activities) until the end of the first year of the show-cause period. During the second year of the show-cause period, any employing institution shall require McAuley to lead rules education on CARA with men's basketball institutional staff members and men's basketball student-athletes. Additionally, any institution employing McAuley as a head coach shall require him to meet weekly with the institution's compliance director to personally submit CARA logs and discuss the team's practice activities. Any member institution that employs McAuley in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.
4. Suspension: Bylaw 19.12.6.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs McAuley in an

³ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

athletically related position shall suspend McAuley from 50 percent of the basketball regular season contests during the first season of employment within the show-cause period. This suspension corresponds with 15 regular season contests. The provisions of this suspension apply to all athletically related duties and require that McAuley not be present with or have contact or communication with basketball coaching staff members or student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the championship segment. The prohibition includes all coaching activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, McAuley may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace McAuley on a temporary basis during the period of suspension. The results of those contests from which McAuley is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.

Additional Penalties for Level II – Mitigated Violations (Bylaw 19.12.8)

5. The institution shall reduce on-court preseason men's basketball practice sessions from 30 days of countable athletically related activities to 25 during the 2024-25 academic year. Any countable athletically related activities that occur within the 42-day period shall count against the 25 days of CARA.
6. The institution shall reduce weekly CARA hours by two (from 20 to 18) per week during the men's basketball program's 2024-25 playing season.
7. The institution shall require at least three men's basketball student-athletes review and confirm the accuracy of information regarding their team's CARA each week during the 2024-25 academic year.
8. Public reprimand and censure through the release of the negotiated resolution agreement.
9. During the period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for playing and practice season legislation.
 - b. Submit a preliminary report to the OCOI by October 15, 2024, setting forth a schedule for establishing this compliance and educational program.

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- c. File with the OCOI annual compliance reports indicating the progress made with this program by June 30th during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to CARA.
 - d. Inform prospects in the men's basketball program in writing that the institution is on probation for one year 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.
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the men's basketball program. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." Regarding the content of the posting, 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.
10. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

VI. PARTIES TO THE CASE

A. In agreement with the negotiated resolution (the parties).

The institution, McAuley and enforcement staff.

B. Not in agreement with the negotiated resolution.

None.

C. Not participating in the case.

None.

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the NCAA Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that pursuant to Bylaw 19.1.3, the violations identified in this agreement occurred and should be classified as Level II – Mitigated for the institution and Level II – Aggravated for McAuley.

If a hearing panel approves the negotiated resolution, the institution and McAuley agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and McAuley acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The OCOI will monitor the penalties during their effective periods. Any action by the institution or McAuley 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.

The parties acknowledge that this negotiated resolution may be voidable by the Committee on Infractions if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II–Mitigated for Wofford and Level II–Aggravated for McAuley. The agreed-upon penalties align with the ranges identified for core penalties for Level II – Mitigated and Level II – Aggravated cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Wofford and J. McAuley that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or McAuley contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL
Stephen Madva
Kay Norton, chief hearing officer
Amy Parsons

APPENDIX

WOFFORD COLLEGE'S CORRECTIVE ACTIONS

1. Wofford athletics has changed its processes for monitoring CARA:
 - a. The compliance staff uses its software systems to include deadlines for student-athletes to review the practice logs assigned to them, which has increased response rates from student-athletes.
 - b. Additional rules education pertaining to practice rules has been provided to all teams.
 - c. Staff has also met with the men's basketball staff and student-athletes on multiple occasions to go over the rules and the practice log process.
 - d. Additional reminders for coaches to submit practice logs and for assigned student-athletes to review them are sent out.
2. The institution has made a commitment to compliance and has provided the athletics department with a new director of compliance position to increase its monitoring and rules education efforts.
 - a. This position is responsible for ensuring the submission of practice logs and reviewing them for potential violations.
 - b. They will frequently attend practices of each team in accordance with NAAC reasonable standards.
 - c. The director of compliance will provide monthly rules education updates and improve the educational resources available to coaches, student-athletes and staff.