



**SAINT LEO UNIVERSITY
PUBLIC INFRACTIONS DECISION
December 18, 2019**

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 centered on the actions of a former head women's volleyball coach (head coach) at Saint Leo University who engaged in unethical conduct when he knowingly made impermissible rental and book payments both to and on behalf of a women's volleyball student-athlete.¹ He also violated head coach responsibility legislation through his direct involvement in the violations. The COI considered this case through the cooperative summary disposition process, in which all parties agreed to the primary facts and violations as fully set forth in the summary disposition report (SDR). The COI proposed additional penalties for Saint Leo and a show-cause order for the head coach. Saint Leo accepted the penalties but the head coach did not respond to the correspondence proposing the show-cause order. Neither party may appeal.

This case is the result of a series of purposeful actions by the head coach that are inconsistent with bylaws and expectations of head coaches. During the 2017-18 academic year, the head coach provided significant impermissible benefits for the student-athlete when he made housing rental payments on her behalf under the guise of employment with the head coach's club volleyball team. Further, during the 2018 spring semester, the head coach provided cash to the student-athlete for books. The value of the impermissible payments totaled approximately \$3,200. The head coach made these payments because he had offered the student-athlete a full scholarship. Ultimately, however, the student-athlete's grant-in-aid was approximately \$8,000 less than a full grant, resulting in the head coach providing the impermissible payments in an effort to make up the shortfall.

The head coach's actions violated extra benefits legislation and led to ineligible competition by the student-athlete. Further, the head coach chose to make these payments knowing that they were impermissible. His knowing provision of impermissible benefits violated NCAA ethical conduct legislation. Finally, due to the head coach's direct involvement in the violations, he failed to demonstrate that he promoted an atmosphere of compliance in the women's volleyball program and, in doing so, violated head coach responsibility legislation. His actions were

¹ Located in Saint Leo, Florida, the institution is a member of the Sunshine State Conference. Saint Leo's total enrollment is approximately 5,200 and it sponsors 12 women's sports and nine men's sports. This is Saint Leo's second major infractions case. The previous case occurred in 2009 and involved the men's cross-country program.

contrary to the membership's expectations of head coaches. The parties agreed that all violations in this case are major.

The COI accepts the parties' factual agreements and concludes that major violations occurred. Utilizing NCAA bylaws authorizing penalties, the COI adopts and prescribes the following principal penalties: public reprimand and censure, one year of probation, a \$4,000 fine, a vacation of records, scholarship limits in women's volleyball and a two-year show-cause order for the head women's volleyball coach.

II. CASE HISTORY

The violations in this case first surfaced on July 25, 2018, when a women's volleyball student-athlete met with Saint Leo's director of compliance to report that the head women's volleyball coach [Sam Cibrone] (head coach) was paying rent for a then women's volleyball/beach volleyball student-athlete to live at an off-campus, privately-owned house. Acting on the information received from the student-athlete, Saint Leo commenced an internal investigation, notifying the NCAA enforcement staff of potential violations that fall. The institution submitted a self-report on January 29, 2019.

The enforcement staff issued a notice of inquiry on February 11, 2019. The parties agreed to process the case via summary disposition and jointly submitted an SDR to the COI on October 2, 2019.² On October 18, 2019, the COI began its review. On October 22, 2019, prior to completing its review, the COI requested clarifying information regarding the parties' agreements. The parties responded on October 29, 2019. The COI reviewed the clarifying information and accepted the parties' agreed-upon violations and the institution's proposed penalties on November 11, 2019. The COI proposed additional penalties for both the institution and the head coach in letters dated November 13, 2019. Specifically, the COI proposed public reprimand and censure, a brief probationary period, standard reporting and publication requirements, a financial penalty and a show-cause order for the head coach. Saint Leo accepted its additional penalties on November 18, 2019. The head coach did not respond to the correspondence proposing the show-cause order. The head coach's failure to respond shall be viewed as acceptance of the terms of the show-cause order.

² Pursuant to COI Internal Operation Procedure (IOP) 5-15-4, the COI 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' agreement.

III. PARTIES' AGREEMENTS

PARTIES' AGREED-UPON FACTUAL BASIS, VIOLATIONS OF NCAA LEGISLATION AND TYPE OF VIOLATIONS

The parties jointly submitted an SDR that identified an agreed-upon factual basis, violations of NCAA legislation and type of violations.³ The SDR identified:

1. [NCAA Division II Manual Bylaws 14.12.1, 16.8.1 and 16.11.2.1 (2017-18)]

The parties agree that during the 2017-18 academic year, the head women's volleyball coach provided impermissible benefits in the form of rental payments and cash to a student-athlete. The head coach provided the impermissible benefits to the student-athlete in part as a result of the student-athlete's employment as an assistant coach with the head coach's club team during the 2018 spring semester. The approximate value of the impermissible benefits was \$3,200. As a result of the impermissible benefits, the student-athlete competed in 39 contests and received actual and necessary expenses while ineligible. Specifically, the head coach arranged and paid \$300 per month for the student-athlete to reside in the residence of a former men's swimming student-athlete and a former women's volleyball student-athlete from August 2017 through April 2018. Additionally, the head coach gave the student-athlete at least \$300 in cash to purchase her textbooks for the 2018 spring semester.

2. [NCAA Division II Manual Bylaws 10.01.1, 10.1, 10.1-(b) and 11.1.2.1 (2017-18)]

The parties agree that during the 2017-18 academic year, the head coach violated the NCAA principles of ethical conduct and head coach responsibility legislation, as he is presumed responsible for violations outlined in Violation No. 1 and did not rebut that presumption. Specifically, the head coach did not demonstrate that he promoted an atmosphere for compliance within the women's volleyball program because he knowingly provided impermissible benefits in the form of rental payments and cash to a women's volleyball student-athlete.

IV. REVIEW OF CASE

The SDR fully detailed the parties' positions in the infractions case and included the agreed-upon primary facts and violations. After reviewing the parties' principal factual agreements and

³ This decision provides the agreed-upon factual basis and violations exactly as stated in the SDR, except for shortening references to the institution and other named individuals.

respective explanations surrounding those agreements, the COI accepts the parties' SDR and concludes that the facts constitute major violations of NCAA legislation. Specifically, the COI concludes that, as the result of the head coach making rental and book payments on behalf of a student-athlete, he violated NCAA legislation relating to benefits, eligibility, ethical conduct and head coach responsibility. His actions in making these payments triggered violations of Bylaws 10, 11, 14 and 16.

Bylaw 16 governs awards, benefits and expenses for enrolled student-athletes.⁴ It generally prohibits institutional staff members from providing any benefits to student-athletes unless they are expressly allowed by the legislation. Under this bylaw, institutions are allowed to provide benefits in the form of expenses to student-athletes associated with competition, but only for eligible student-athletes. Requirements for student-athlete eligibility are contained in Bylaw 14 which delineates general eligibility requirements, including the requirement that institutions shall withhold ineligible student-athletes from competition. Conduct expectations for institutional personnel are contained in Bylaw 10 which requires all institutional staff to conduct themselves in an ethical manner. Among the activities it prohibits is knowingly providing prospects with improper inducements. Bylaw 11 establishes two affirmative duties for head coaches, one of which is promoting an atmosphere for rules compliance in the program each head coach supervises. This bylaw presumes that a head coach is responsible for violations in his/her program, although a coach may rebut the presumption by showing that he/she promoted rules compliance and monitored his/her staffs.

The origins of the head coach's impermissible payments and resultant unethical conduct and head coach control violations can be traced to the spring of 2017, when, during the student-athlete's recruitment, she told the head coach that she would require a full scholarship in order to enroll at Saint Leo. The head coach initially offered her a full scholarship that included on-campus housing. However, during the summer of 2017, the NCAA Eligibility Center needed additional time to review the student-athlete's amateurism status. Because the head coach was not certain the student-athlete would be certified, he began recruiting another prospect and offered her a full scholarship. Ultimately, the Eligibility Center certified the student-athlete's eligibility in mid-June 2017, and she enrolled at Saint Leo for the 2017-18 academic year. However, due to women's volleyball equivalency calculations for that academic year, the institution did not have the necessary funds to provide the student-athlete an athletics grant-in-aid that included housing or books.

In response, the head coach provided the rental and book payments to compensate for the shortfall under the guise of employment. The head coach maintained that the student-athlete was supposed to work for his club volleyball team during the entire 2017-18 academic year to earn the funds he provided for her housing. However, the student-athlete did not work at the volleyball club during the 2017 fall semester due to Saint Leo's volleyball team's competition and practice schedule. However, she did work during the 2018 spring semester. The student-athlete asserted that the head coach knew that she could not work during the 2017 fall semester

⁴The full text of the bylaws is set forth in Appendix Two.

due to volleyball team commitments, but that he would pay her rent for the entire academic year nonetheless. The parties agreed that, after the conclusion of the 2017 volleyball season, the head coach was informed that the student-athlete did not work during the 2017 fall semester, yet his impermissible rental payments did not come to light until another student-athlete reported the payments to the compliance office in July of 2018.

The head coach violated well-known Bylaw 16 legislation when he paid rental and book charges for the student-athlete. Because head coaches are not permitted to personally provide rental and book payments for student-athletes, and because these benefits were not generally available to other Saint Leo students, their provision violated this bylaw. These impermissible payments rendered the student-athlete ineligible and she competed in 39 contests while ineligible. Because the institution provided benefits to the student-athlete in the form of competition-related expenses while she was ineligible, an additional violation of Bylaw 16 occurred. Finally, Saint Leo also failed to withhold the student-athlete while she was ineligible, violating Bylaw 14.

Pursuant to Bylaw 19.02.2.2, the COI concludes that the head coach's impermissible tuition and book payments are a major violation because they were not inadvertent and they provided a significant impermissible benefit to the student-athlete. The COI has consistently concluded that major violations of Bylaw 16 occur when boosters or institutional staff members provide student-athletes with expenses or payments not available to the general student population. *See Young Harris College* (2018) (concluding a major violation of Bylaw 16 occurred when two boosters made an impermissible tuition payment for a student-athlete); *Fayetteville State University* (2017) (concluding major violations of Bylaw 16 occurred when the head women's basketball coach allowed a booster to pay institutional expenses for two student-athletes totaling approximately \$12,500); *University of Alaska, Anchorage* (2014) (concluding major violations of Bylaw 16 occurred when a head coach provided \$7,320 to a volunteer coach and instructed the volunteer coach to deposit the funds into the institutional and personal accounts of two women's basketball student-athletes); and *Lynn University* (2007) (concluding major violations of Bylaw 16 occurred when the head softball provided impermissible cash payments to two student-athletes totaling over \$3,000 for tuition and book charges).⁵ Consistent with these cases, the head coach's housing rental and book payments on behalf of the student-athlete is a major violation of Bylaw 16.⁶

⁶ In other cases involving the provision of impermissible expenses associated with attendance (tuition, housing, books etc.) the enforcement staff has cited both Bylaw 15 (Financial Aid) and Bylaw 16 (Benefits). *See West Liberty University* (2019) (concluding major violations of Bylaws 15 and 16 occurred when the head men's soccer coach made impermissible tuition payments on behalf of two student-athletes) and *Gannon University* (2016) (concluding a major violation of Bylaws 15 and 16 occurred when a head coach arranged for a men's swimming and diving student-athlete to receive a cash benefit of \$3,000 in impermissible financial aid). In this case, the COI acceded to the parties that the rental and book payments violated only Bylaw 16.

The head coach's actions also violated Bylaw 10 ethical conduct standards and his responsibilities as a head coach under Bylaw 11. He violated the Bylaw 10 prohibition against knowingly providing impermissible benefits when he personally paid rental and book payments either to or on behalf of the student-athlete to compensate for a shortfall in her athletics scholarship. Regarding Bylaw 11, the parties agreed that, because the head coach personally committed the violations, he could not demonstrate that he promoted an atmosphere for compliance so as to rebut the presumption that he was responsible for them. His actions were contrary to the membership's high standards of conduct expected of coaches

As in similar cases, his actions constituted major Bylaw 10 and 11 violations. *See Fayetteville State* (concluding that the head women's basketball coach committed ethical conduct and head coach responsibility violations when she allowed a booster to pay tuition costs for two ineligible student-athletes); *Alaska, Anchorage* (concluding that the head women's basketball coach violated ethical conduct and head coach responsibility legislation when he provided cash to a volunteer coach with instructions to deposit the funds into the accounts of two student-athletes); and *Wingate University* (2013) (concluding that a head coach committed ethical conduct and head coach responsibility violations when she, among other major violations, paid half of a prospect's enrollment deposit fee). The head coach personally committed major violations, thereby engaging in unethical conduct and failing to demonstrate that rules compliance was of utmost importance in his program.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the COI accepts the parties' agreed upon factual basis and violations and concludes that this case involved major violations of NCAA legislation. Major violations are not isolated or inadvertent and provide an extensive advantage.

In accordance with Bylaw 32.7, no parties have the opportunity to appeal. Saint Leo agreed to the facts and its violations and accepted the proposed additional penalties. The head coach did not respond to the proposed show-cause order, thus waiving the opportunity to contest the show-cause order.

In prescribing penalties, the COI evaluated relevant mitigating factors pursuant to Bylaw 32.7.1.3. Once Saint Leo received information indicating that the head coach had impermissibly paid rental charges for the student-athlete, it immediately investigated the issue. As part of its evaluation, the COI also considered Saint Leo's cooperation in all parts of the case and determines it was consistent with Saint Leo's obligation under Bylaw 32.1.3. Likewise, the COI considered Saint Leo's corrective actions as set forth in Appendix One. As part of these corrective actions, the COI notes that Saint Leo substantially increased education on staff members' and student-athletes' affiliation with local sports clubs, including employment with these clubs. Local sports club participation and employment guidelines have been added to the institution's bi-weekly compliance newsletter distributed to all department personnel.

Finally, the COI reviewed past cases for guidance. The COI's decisions in *Alaska*, *Anchorage Wingate* and *Lynn* were particularly relevant because they involved head coaches unilaterally providing impermissible cash benefits either to or on behalf of student-athletes for expenses and/or fees. In these cases, the COI prescribed limited (or no) probation, a show-cause order for the involved coaches and, in some instances, fines, recruiting restrictions, a vacation of records and financial aid reductions. After considering all information relevant to the case, 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: One year of probation from December 18, 2019, through December 17, 2020.
3. During the one-year period of probation, Saint Leo shall:
 - a. Continue to develop and implement a comprehensive 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 implementing NCAA recruiting and certification legislation;
 - b. Submit a preliminary report to the OCOI by **January 31, 2020**, setting forth a schedule for establishing this compliance and educational program and compliance with prescribed penalties;
 - c. File with the OCOI one annual compliance report indicating the progress made with this program by **November 1, 2020**, during the year of probation. Particular emphasis shall be placed on Saint Leo's development and implementation of written policies and procedures for ensuring compliance with legislation relating to local sports clubs. These procedures shall address employment at sports clubs and benefits provided to student-athletes consistent with institutional and NCAA rules and regulations, in addition to education and monitoring programs;
 - d. In writing, inform prospects in women's volleyball that Saint Leo 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; and
 - e. Publicize specific and understandable information concerning the nature of the violations by providing, at a minimum, a statement to include the types of violations and the affected sports program and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for the affected sport programs. Saint Leo's statement must: (i) clearly describe

the violations, (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. A limit of no more than seven scholarships in women's volleyball for the 2019-20 and 2020-21 academic years. (Self-imposed.)
5. Financial penalty: The institution shall pay a fine of \$4,000. (The institution proposed a fine of \$2,500).
6. Vacation of records. Saint Leo acknowledged ineligible participation by a women's volleyball student-athlete as the result of the violations in this case. Therefore, pursuant to Bylaws 19.5.2-(g), 31.2.2.4 and 31.2.2.5, Saint Leo shall vacate the wins in which the ineligible student-athlete competed from the time she became ineligible. (Self-imposed.) The individual records of the ineligible student-athlete shall also be vacated during the time she competed while ineligible. However, the individual records and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding its women's volleyball program, as well as the records of the head women's volleyball coach, 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 institutions that may subsequently hire the head coach shall similarly reflect the vacated wins in their career records documented in media guides and other publications cited above. The head coach 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 women's volleyball 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-athlete and contests impacted by the penalties. In addition, the institution must provide the NCAA Media Coordination and Statistics office with a written report detailing those discussions. This document will be maintained in the permanent files of the NCAA Media Coordination and Statistics office. This written report must be delivered to the office no later than 14 days following the release of this decision. The sports information director (or designee) must also inform the Office of the Committees on Infractions (OCOI) of this submission to the NCAA Media Coordination and Statistics office.

7. Show-cause order. The head women's volleyball coach agreed that he engaged in unethical conduct when he knowingly violated NCAA legislation by providing impermissible rental

and book payments for a student-athlete. Further, the head coach's direct involvement in these violations demonstrates that he failed to promote an atmosphere for compliance in his program. Therefore, the COI prescribes a two-year show-cause order pursuant to NCAA Bylaw 19.5.2.2. The show-cause period shall run from **December 18, 2019**, through **December 17, 2021**. Should the head coach become employed at a member institution during the term the show cause is in effect, within 30 days of his hiring, that employing institution shall contact the OCOI to make arrangements to show cause why restrictions on his athletically related duties should not apply.

8. Following the receipt of the final compliance report and prior to the conclusion of probation, Saint Leo'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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As required by NCAA legislation for any institution involved in a major infractions case, Saint Leo 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, December 18, 2019. The COI further advises Saint Leo and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Saint Leo 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 Saint Leo does not comply or commits additional violations. Likewise, any action by Saint Leo or the head coach contrary to the terms 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 DIVISION II COMMITTEE ON INFRACTIONS
John David Lackey
Richard Loosbrock
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APPENDIX ONE

**SAINT LEO UNIVERSITY'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE
OCTOBER 2, 2019, SUMMARY DISPOSITION REPORT**

Upon conclusion of the investigation the following corrective actions have been taken:

1. The head coach was dismissed for unethical behavior after not immediately sharing the actual facts of the case when questioned, and then when violations were confirmed admitted to providing impermissible benefits to a student-athlete;
2. The assistant coach with knowledge of the impermissible arrangement and assisted with the exchange of payments on behalf of the student-athlete was also dismissed;
3. A thorough review of NCAA bylaws pertaining local sports clubs was performed. An updated process was implemented for all athletic department personnel that works with a local sports club in any capacity. Each employee is required to initiate a workflow in the department compliance software to gain permission, share details of the duties performed and verify the distance of all participants is within the permissible 100-mile radius of the main institution campus where we conduct intercollegiate activities;
4. An additional workflow in the compliance software must be initiated by any student-athlete who will work in any capacity for a local sports club in any sport even if it is not the sport they participate in at the institution. That workflow must be assigned by the head coach of the sport. This makes the head coach accountable for the employment of the student-athletes in any local sports club; I
5. In both of the aforementioned processes the NCAA bylaws pertaining to local sports clubs, and employment requirements are included to help educate all involved. These bylaws and the requirement to complete them when applicable is shared in the initial compliance meeting for all student-athletes, and athletic department personnel. Each of these forms are also a part of a workflow that is required by all student-athletes and department employees acknowledging all forms that must be completed before they can commence practice in their given sport each year;
6. Local sports club participation and employment guidelines have been added intermittently to our bi-weekly compliance newsletter distributed to all department personnel. Text notifications are sent through the department compliance software reminding all student-athletes that are employed in a local sports clubs to initiate the corresponding workflow prior to participation.

APPENDIX TWO **Bylaw Citations**

Division II 2017-18 Manual

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

10.1 Unethical Conduct. Unethical conduct by a prospective or enrolled student-athlete or a current or 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.

11.1.2.1 Responsibility of Head Coach. It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

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.