



**AUBURN UNIVERSITY
PUBLIC INFRACTIONS DECISION
December 10, 2021**

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and public. The COI decides infractions cases involving member institutions and their staffs.¹ The conduct at issue in this case was related to a broader scheme that involved money and influence at the intersection of collegiate and professional basketball. The scheme resulted in the arrest and prosecution of multiple individuals—including college basketball coaches—on conspiracy and bribery charges, and it led to significant reforms to strengthen the NCAA Collegiate Model.² This case centered on the unethical conduct of the former associate head men's basketball coach at Auburn University, whose involvement in the scheme ended in his arrest and subsequent guilty plea.³ This case also involved a head coach responsibility violation because the head coach was unable to demonstrate that he promoted an atmosphere of compliance and monitored the associate head coach's actions. Additional violations occurred when the associate head coach and an assistant coach failed to cooperate during the NCAA investigation. Finally, this case involved allegations that the assistant coach was involved in paying a walk-on student-athlete's tuition, but the panel determined that the violation was not demonstrated.

Similar to other NCAA infractions cases stemming from the federal government's investigation into college basketball, this case centered on college basketball coaches' relationships—specifically, relationships with individuals operating at the intersection of collegiate and professional basketball with little to no regard for the integrity of the collegiate model. The panel acknowledges that, in the current landscape, high-caliber and talented student-athletes attract the

¹ Infractions cases are decided by hearing panels comprised of COI members. Decisions issued by hearing panels are made on behalf of the COI.

² In August 2018, the NCAA Board of Governors and the Division I Board of Directors adopted a series of significant policy and legislative changes based on the recommendations of the Commission on College Basketball. NCAA leaders announced that these changes would accomplish the following: (1) provide college basketball players more freedom and flexibility to decide their future; (2) minimize the leverage of outside influences on high school recruits and college athletes; (3) add independent voices in the areas of policymaking, investigations and case resolution; and (4) strengthen accountability and deter rule-breaking with harsher penalties for those who violate the rules.

³ Although related to a broader scheme, the COI decided this case based solely on the facts and circumstances surrounding the conduct of the associate head coach during his employment at Auburn. A member of the Southeastern Conference, Auburn has a total enrollment of approximately 31,000 students. It sponsors seven men's and 10 women's sports. This is the institution's eighth Level I, Level II or major infractions case. Auburn had previous cases in 2004 (men's basketball), 1993 (football), 1991 (basketball and tennis), 1980 (football), 1979 (football and men's basketball), 1958 (football) and 1956 (football).

attention of these individuals, commonly requiring NCAA coaches and administrators to interact and develop relationships with them. Thus, it is critical that coaches, administrators and institutional staff members manage these relationships by setting firm and clear boundaries and expectations that protect student-athletes and their families. This case involves multiple examples of coaches who failed to appropriately manage those relationships, leading to severe Level I violations and strongly suggesting that others may have occurred.

With respect to the bribery scheme, the associate head coach entered into an agreement with a financial advisor to steer Auburn men's basketball student-athletes to the financial advisor when the student-athletes entered the NBA. Specifically, the associate head coach accepted \$91,500 in bribe payments from the financial advisor in exchange for arranging meetings with two men's basketball student-athletes and their parents and influencing them to retain the financial advisor's services. In doing so, the associate head coach violated the trust of his student-athletes and their families. Rather than protect them, he intentionally brought opportunists into the Auburn men's basketball program and, using his influence, introduced them to the student-athletes and their families.

Additionally, the associate head coach failed to follow straightforward NCAA bylaws related to inducements and benefits when he provided those two student-athletes and their families with cash and other benefits. As a result, both student-athletes received actual and necessary expenses and competed while ineligible. Although the associate head coach was new to college coaching, he violated some of the most fundamental principles of the collegiate model. His conduct ran afoul of the ethical conduct standards required of all institutional employees and resulted in Level I violations for both himself and Auburn.

Under NCAA legislation enacted by the membership, a head coach is presumed responsible for violations committed by his staff. Here, the head coach failed to rebut his presumed responsibility because he did not demonstrate that he promoted an atmosphere of compliance in his program and adequately monitored the associate head coach. The head coach, who is familiar with and knowledgeable about the responsibilities of head coaches, represented that compliance was a top priority for his program. But the actions of the head coach and his staff do not support this claim. The process for hiring and training his coaching staff did not reflect an emphasis on compliance and, as a result, the head coach assumed the risk of potential violations. Further, individuals in and associated with his program did not feel compelled to report known or suspected violations. In short, the manner in which the men's basketball program operated did not reflect an atmosphere where compliance was a top priority.

Moreover, the head coach did not adequately monitor the associate head coach—namely, the associate head coach's actions related to his relationship with a student-athlete and his family. The head coach's failure to ask questions after learning that the associate head coach and the student-athlete's father were related allowed impermissible cash payments to go undetected. While the panel gave serious consideration to the explanation offered by the head coach, the panel ultimately determined that his conduct was inconsistent with the membership's expectations and requirements. Based on the record, including the fact that the underlying conduct was Level I, the head coach responsibility violation is also Level I.

The case also involved an allegation that an assistant coach, in collaboration with a nonscholastic coach, improperly paid the tuition of a walk-on student-athlete. The investigation uncovered troubling information related to potential violations, suggesting that the assistant coach was either personally or tangentially involved in making the tuition payments. However, the panel determined that the information was largely circumstantial and, in the panel's view, did not sufficiently corroborate the involvement of the assistant coach. In addition, the panel had concerns with the credibility of the primary witness to the alleged conduct. Accordingly, it concluded that the violation was not demonstrated.

Finally, following their separation from Auburn, the associate head coach and the assistant coach both failed to cooperate with the enforcement staff. With respect to the former, the associate head coach declined to participate at all stages of the investigation and processing of this case. He refused to participate in an interview, provide information, respond to the allegations or participate in the infractions hearing. The assistant coach, on the other hand, initially participated in the investigation, sitting for two interviews and providing requested records. However, citing personal circumstances, he declined multiple requests from the enforcement staff to participate in a third interview relating to newly-discovered information. The panel concludes that both coaches failed to meet their legislated responsibility to cooperate under Bylaw 19. Additionally, the associate head coach's failure to participate in any aspect of the infractions process violated Bylaw 10 unethical conduct legislation. The violations are Level I for both the associate head coach and the assistant coach.

The panel classifies this case as Level I-Aggravated for Auburn, Level I-Aggravated for the associate head coach, Level I-Mitigated for the assistant coach and Level I-Mitigated for the head coach. Utilizing the NCAA membership's current penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: four years of probation; a one-year postseason ban; a fine of \$5,000 plus three percent of the budget of the men's basketball program; scholarship reductions; recruiting restrictions; a 10-year show-cause order for the associate head coach; a one-year show-cause order for the assistant coach; and a two-game suspension for the head coach.

II. CASE HISTORY

This case originated on September 26, 2017, when FBI agents arrested the associate head men's basketball coach (associate head coach) in connection with an indictment and federal criminal complaint filed in the United States District Court for the Southern District of New York (SDNY). As it relates to this case, the complaint alleged that the associate head coach accepted cash bribes from a financial advisor and his representative in exchange for influencing student-athletes to retain the advisors' professional services when the student-athletes entered the NBA. Auburn took immediate action and suspended the associate head coach on the day of his arrest. Later, on October 18, 2017, the institution terminated the associate head coach's employment. So as not to interfere with the ongoing federal prosecution, the enforcement staff did not actively investigate the matter from fall 2017 until receiving clearance from the federal government.

On August 20, 2018, the enforcement staff issued a verbal notice of inquiry to the institution. During the investigation, the enforcement staff asked to interview the associate head coach on two occasions via emails to his counsel.⁴ On May 28, 2019, the associate head coach's counsel notified the enforcement staff that the associate head coach would not participate in an interview regarding his knowledge of or involvement in the violations. During the course of the enforcement staff's investigation into potential NCAA violations related to the federal bribery probe, the enforcement staff received additional information from a nonscholastic coach about alleged violations involving a former assistant basketball coach (assistant coach). The enforcement staff expanded its investigation to review this new information. Approximately five months later, on February 7, 2020, the enforcement staff issued its original notice of allegations (NOA) to Auburn, the assistant coach, the associate head coach and the head men's basketball coach (head coach), as well as a separate NOA to the associate head coach related to conduct following his separation from the institution. The institution, the assistant coach and the head coach submitted their responses to the NOA on June 13, 2020. On June 16, 2020, the enforcement staff submitted a revised NOA to the parties.⁵

On July 9, 2020, the enforcement staff informed the COI that the institution had received additional information from the nonscholastic coach that required further investigation. Thus, the enforcement staff reopened the investigation. As part of the reopened investigation, the enforcement staff intended to interview the nonscholastic coach and the father of a former Auburn student-athlete; however, neither individual would agree to interview if representatives from Auburn or the involved individuals participated. Auburn objected to the interviews and requested that the COI member designated to address all issues associated with SDNY-related infractions cases to address specific procedural issues prior to any interviews occurring. The COI designee declined to do so. The COI designee also reminded the parties that the peer review process is predicated on collaboration, that it was in the best interest of all parties to ensure that all pertinent information was developed during the investigation, and that any issues related to whether the enforcement staff demonstrated good cause for excluding certain parties would be addressed at the conclusion of the investigation. Ultimately, the enforcement staff abandoned the interviews.

Over the next six months, the enforcement staff continued to investigate and update the COI on the progress of its investigation. On January 12, 2021, the enforcement staff issued an amended NOA to the institution, the assistant coach, the associate head coach and the head coach. The enforcement staff also issued a post-separation NOA to the assistant coach. Recognizing that the material amendments reset the legislated time period for the parties' responses, the COI designee encouraged the parties to accelerate the response period pursuant to Bylaw 19.7.7.2. None of the parties pursued an accelerated timeline, and the assistant coach requested a two-week extension to

⁴ The enforcement staff reached out to the associate head coach's counsel on May 14 and May 22, 2019.

⁵ The enforcement staff revised the February 7, 2020, NOA following interpretive guidance contained in the COI's *Oklahoma State University* (2020) infractions decision. Based on that decision, the enforcement staff struck references to potential supplemental pay violations. Later, and at the request of the COI member designated to address all issues associated with SDNY-related infractions cases, the enforcement staff also confirmed that all remaining allegations were consistent with current interpretive guidance.

file his response to the amended NOA. The chair designee granted the extension, which applied to all parties. Auburn, the assistant coach and the head coach responded to the amended NOA on April 26, 2021. The enforcement staff then submitted its written reply and statement of the case on June 25, 2021. The panel held a hearing via videoconference over the course of two days on September 23 and 24, 2021. The associate head coach did not participate in the hearing.

III. FINDINGS OF FACT

Though this case originated from the associate head coach's involvement in a bribery scheme, it also involved other conduct by the associate head coach during his time on, and after his departure from, the Auburn men's basketball staff. The facts surrounding the meetings between the associate head coach, the financial advisor and the financial advisor's representative are largely agreed upon. The case also involves: (1) the associate head coach's provision of cash, a suit and cost-free lodging; (2) the associate head coach's refusal to participate in the investigation; (3) the head coach's efforts to promote an atmosphere of compliance and monitor his program; (4) the assistant coach's alleged payment of a walk-on student-athlete's tuition; and (5) the assistant coach's conduct after separating from the institution.

Auburn Hires the Head Coach While Serving a Show-Cause Order

Auburn hired the head coach following a six-year stint as the head men's basketball coach at the University of Tennessee, Knoxville (Tennessee). Despite leading the Tennessee men's basketball program to some of its greatest competitive achievements, the head coach's tenure at Tennessee ended after he violated NCAA recruiting contacts and unethical conduct legislation. Specifically, in September 2008, the head coach impermissibly hosted three prospects and their family members at his home for dinner following a Tennessee football game. Months into the enforcement staff's investigation of these recruiting violations, the head coach provided false and misleading information to the enforcement staff about his knowledge of and involvement in the violations. Tennessee relieved the head coach of his duties in March 2011, and the COI held an infractions hearing in June 2011. On August 24, 2011, the COI prescribed a three-year show-cause penalty for the head coach, which prohibited him from conducting any and all recruiting activities until August 23, 2014.⁶

On March 18, 2014, with five months remaining on his show-cause order, Auburn hired the head coach. Auburn made its hiring decision shortly after the departure of the institution's former head men's basketball coach earlier that same month. At the infractions hearing, the panel questioned the institution about its process for hiring the head coach, particularly emphasizing the risk associated with hiring a head coach under a show-cause order. Auburn acknowledged its initial hesitancy in hiring the head coach because of his involvement in the infractions case at Tennessee but asserted that it had thoroughly vetted the head coach.

⁶ The case also involved impermissible phone calls, failure to cooperate, failure to monitor and a series of secondary violations in the men's basketball and football programs. *See University of Tennessee, Knoxville* (2011).

With respect to the search process, the institution's president stated the head coach's hire "was not an immediate decision" and further stated, "because of his past, we made a real intentional effort to try to find out everything we could about Tennessee, about the case and what he had done to say or express remorse in the public forum for the last several years." That effort included contacting Tennessee, talking with other individuals within the Southeastern Conference (SEC) and speaking directly with the former SEC Commissioner about the head coach. The institution's president also stated, "I met with [the head coach]. And I met with every coach and I say there are five things you've got to do. And number one on that list is compliance with the rules in the SEC and the NCAA." From the outset, Auburn's institutional leadership represented that it expected a culture of compliance within its men's basketball program.

As an additional safeguard for hiring a head coach under a show-cause order, Auburn relocated the former associate athletics director for compliance (associate AD) from the main athletics complex and embedded him in the men's basketball suite. Likewise, Auburn intimately involved the senior associate director of athletics for compliance (senior associate AD) and the chief operating officer in men's basketball decisions. In his interview, the senior associate AD told the enforcement staff, "we try to put in place the most efficient, the most effective compliance program that we could for men's basketball so that they could have intimate daily dialogue and have conversations all day long with our most seasoned, best compliance people." According to the institution and the head coach, these safeguards were intended to provide additional compliance resources to the men's basketball staff.

Immediately after being hired by Auburn, the head coach looked to fill his staff. In an interview, the head coach described filtering out a number of candidates who generated concerns from a compliance perspective. One of the first people the head coach interviewed for an assistant coach position was the associate head coach, who had previously been a candidate for the head coaching position at Auburn.⁷ At the infractions hearing, the head coach stated, "the number one attraction for me with the [associate head coach] was that he was a high school player in the state of Alabama with a great reputation. He came to Auburn, he was a great player. He went to the NBA, and he had great success. And then he was one of the most accomplished assistant coaches in the NBA."

Despite his impressive playing and coaching resume, the associate head coach had never worked in collegiate basketball. Even the head coach acknowledged that the associate head coach's inexperience within the collegiate ranks was a concern. Ultimately, the head coach—with input from other members of the athletics department—hired the inexperienced associate head coach in early April 2014 based on his "strengths as a coach, as a teacher, [and] his Auburn background." The associate head coach's primary staff role included skill development, recruiting and scouting. At the infractions hearing, the head coach discussed his reliance on the compliance department to oversee the associate head coach's compliance with NCAA legislation. In particular, he relied on the associate AD to ensure that the associate head coach complied with recruiting legislation while the head coach completed the remainder of his show-cause order.

⁷ Auburn originally hired the associate head coach as an assistant coach then promoted him to associate head coach in 2015.

Later in April 2014, the head coach hired the assistant coach following a 10-year stint as an assistant coach at another NCAA Division I member institution. The head coach and assistant coach had previously worked together when they coached the USA Team at the Maccabi Games in 2009. At the time he was hired, the assistant coach had the most collegiate coaching experience on the staff. He primarily focused on Auburn's recruiting and compliance efforts. As a New Jersey native, the assistant coach had a strong recruiting presence in that area, including a relationship with the nonscholastic coach.

In addition to the associate head coach and the assistant coach, the head coach also hired one of his former assistants from Tennessee. That assistant coach had recently served a one-year show-cause order for his involvement in NCAA violations in the *Tennessee* infractions case. That coach is not an involved individual in this case.

The Associate Head Coach

The associate head coach grew up in Brantley, Alabama, a small town with roughly 1,000 residents. Despite challenging childhood circumstances, the associate head coach became a high school basketball star, which led him to continue his basketball career at Auburn. His athletic success continued during his collegiate career, where the associate head coach gained a variety of awards and school records, including earning the title of Auburn's all-time leading scorer. Following his college career, the associate head coach was drafted as the fourth overall pick in the 1986 NBA draft, launching the start of his successful 15-year professional career.

In 2001, the associate head coach retired as a player and set his sights on becoming a coach. Over the next nearly 12 years, the associate head coach served in various coaching positions across the NBA and briefly coached international basketball. Then, in 2014, the associate head coach shifted his focus from professional to collegiate basketball and returned to Alabama to interview for the head coaching position at Auburn. In March 2014, Auburn instead hired the head coach, who quickly offered an assistant coaching position to the associate head coach. The associate head coach accepted the offer to join the men's basketball coaching staff and began using his recruiting skills and strong ties to the state of Alabama to attract talent to the men's basketball program.

The Associate Head Coach's Prior Personal Relationships

During his time in the NBA, the associate head coach provided financial support to individuals in his hometown. His distant cousin, who grew up within a street of the associate head coach in Brantley, Alabama, was among these individuals.⁸ Despite a six-year age gap, the associate head coach and his cousin had a close childhood relationship. When his cousin was in high school, the associate head coach began sending him money for shoes and clothes. After his cousin graduated

⁸ The associate head coach and his cousin are fifth cousins via their respective grandmothers. For ease of reference, and to be consistent with the information provided in the record, he is referred to as the associate head coach's "cousin" throughout this decision.

high school, he attended a year of junior college before enrolling at Auburn and joining the men's basketball team.

The associate head coach continued to send money when his cousin requested it, sending payments of \$100 to \$200 while his cousin was enrolled at Auburn. After his cousin married the associate head coach's longtime friend (student-athlete 1's mother) in 1996, the associate head coach increased his payments to between \$200 and \$400.⁹ Although the payments occurred with regularity, they were not part of a scheduled plan. Instead, the associate head coach's cousin would request and receive the money for his family directly from the associate head coach. Three years into their marriage, the couple welcomed their son (student-athlete 1), who would later become a talented basketball player. Following student-athlete 1's birth, the associate head coach's cousin continued to seek financial assistance for his family from the associate head coach.

In 2009, the couple separated, and student-athlete 1 lived with his mother. Over the next few years, the associate head coach continued to provide financial assistance directly to his cousin when requested. During this time, neither student-athlete 1 nor his mother made any financial requests of the associate head coach, and he did not provide them with any direct payments. However, the associate head coach's cousin continued to receive and distribute the money from the associate head coach to student-athlete 1 and his mother.

Sometime around 2013, student-athlete 1 emerged as a nationwide basketball talent. Despite limited contact between student-athlete 1 and the associate head coach prior to this time, the associate head coach and student athlete 1's mother reestablished their close friendship. Specifically, student-athlete 1's mother and the associate head coach began catching up through a series of telephone calls. Those initial calls were not centered on student athlete 1's recruitment but rather their longstanding friendship. However, at some point thereafter, the substance of their conversations shifted, and the associate head coach told student athlete 1's mother, "I know we are family, but [Auburn] wants to recruit [your son]." Up until that point, Auburn had not been active in student-athlete 1's recruitment.

Later, student athlete 1's mother mentioned to the associate head coach that student-athlete 1 had been invited to the Nike Elite Camp, set to take place in June 2014. Due to some financial struggles, student-athlete 1's family was unable to pay for his travel to the camp. During one of the associate head coach's trips through Birmingham, he hand delivered \$500 to student athlete 1's mother so she could drive student-athlete 1 to and from the camp. This was the first time the associate head coach provided cash directly to student-athlete 1's mother.

Over the next three years, student-athlete 1's mother continued to approach the associate head coach for additional financial help. Between 2014 and 2016, the associate head coach provided student-athlete 1's mother with money between eight and 10 times. These cash payments were

⁹ The associate head coach and student-athlete 1's mother became close friends during their time as successful basketball student-athletes at Auburn in the late 1980s.

typically \$200 to \$400 each and the associate head coach provided them directly to student athlete 1's mother. In total, the associate head coach gave student-athlete 1's mother approximately \$2,300.¹⁰ In addition to the payments, the associate head coach also paid for a \$750 suit for student-athlete 1 to wear to Alabama's Mr. Basketball Banquet in the spring of 2016.¹¹

The payments directly to student-athlete 1's mother came only after the associate head coach was hired by the institution and after he expressed Auburn's interest in recruiting student-athlete 1. The payments to student-athlete 1's mother also deviated from the associate head coach's history of previous payments, which were requested and received by the associate head coach's cousin.

Like his mom and dad before him, student-athlete 1 eventually signed a National Letter of Intent to continue his promising basketball career at Auburn. Student-athlete 1 enrolled at Auburn in December 2016. Soon after his enrollment, he too found himself facing financial difficulties from time to time and would approach the associate head coach for financial help. Without hesitation, the associate head coach began providing student-athlete 1 with cash payments upon request.¹² According to student-athlete 1, each payment was \$100 or less. The associate head coach provided these payments on eight separate occasions between December 2016 and September 2017, totaling roughly \$800. During the same time period, the associate head coach also continued to provide cash payments to student-athlete 1's mother. Those payments totaled roughly \$700.

Auburn's and the head coach's knowledge of the relationship between the associate head coach and student-athlete 1's parents was a central issue in the investigation and at the infractions hearing. During the infractions hearing, the institution and the head coach both maintained they were unaware of the payments provided by the associate head coach to student-athlete 1 and his parents. All parties, however, acknowledged that they knew the associate head coach had a past relationship with student-athlete 1's parents, dating back to their overlapping time at Auburn. In fact, given the existing relationship and close hometown ties, the head coach assigned the associate head coach as student-athlete 1's primary recruiter. Despite being aware of the existing relationship, both Auburn and the head coach stated that they were initially unaware of any *familial* relationship between the associate head coach and student-athlete 1's family.

At the hearing, the institution and the head coach indicated they became aware of a possible familial relationship following a death in the associate head coach's family. In a discussion regarding possible funeral attendees, the associate head coach noted that student-athlete 1's family may be there because they were his cousins. After learning of the potential familial relationship, neither the head coach nor the institution inquired further about the extent of the familial

¹⁰ During the investigation, student-athlete 1's mother recalled that she might have received \$500 on one other occasion apart from the \$500 payment for their travel to the Nike Elite Camp.

¹¹ Student-athlete 1's suit was provided by the financial advisor's representative while serving in his professional capacity as a clothier. It is unclear whether the associate head coach knew that the financial advisor's representative was working with the financial advisor at the time he purchased the suit.

¹² As will be discussed below, at the time of the payments to student-athlete 1, the associate head coach was also receiving payments as part of a business relationship with a financial advisor.

relationship. Notably, neither the head coach nor Auburn inquired as to whether the associate head coach had provided any benefits, including financial assistance, to student-athlete 1 or his family. Around this time, however, the head coach removed the associate head coach as student-athlete 1's primary recruiter. But this was not related to the newly discovered familial relationship. Instead, the head coach claimed that it was rooted in the fact that student-athlete 1 changed high schools and he wanted a coach with more NCAA experience to ensure that student-athlete 1 met initial eligibility requirements.

When payments from the associate head coach to student-athlete 1 and his family came to light during the investigation, Auburn sought an interpretation from the NCAA Academic and Membership Affairs (AMA) staff regarding how student-athlete 1's "familial relationship" with the associate head coach may affect the traditional application of Bylaws 12, 13 and 16. According to AMA, some of the payments fell outside what would traditionally be considered permissible family payments. In its rationale, AMA stated that the relationship between the associate head coach and student-athlete 1 did not appear to be consistent with the intended meaning and scope of a "family member" as defined by NCAA rules. Further, AMA clarified the reference to "practical equivalent" in Bylaws 13.02.8 and 16.02.4 was designed to include individuals more analogous to the *immediate family members* referenced in the legislation.¹³ For these reasons, AMA concluded that the payments to student-athlete 1's father fell under the traditional bylaw application and were, therefore, permissible; however, the associate head coach appeared to be more like a friend of student-athlete 1 than a family member, meaning that those payments were impermissible under NCAA legislation.

The AMA staff drew a similar distinction between the associate head coach and student-athlete 1's mother. Whereas the relationship with and provision of benefits to student-athlete 1's father existed for decades, the direct provision of benefits to student-athlete 1 and his mother did not begin until after the associate head coach became a collegiate coach and student-athlete 1 became a well-established prospect.

As it specifically related to the associate head coach's payments to student-athlete 1's mother, the AMA staff emphasized that the associate head coach did not provide any benefits directly to student-athlete 1's mother until *after* he was employed as a basketball coach at Auburn. Likewise, the AMA staff noted that the associate head coach did not provide any cash payments to student-athlete 1 prior to him becoming an Auburn men's basketball player.¹⁴ For these reasons, the AMA staff concluded that the payments to student-athlete 1's mother, like those made to student-athlete 1, also did not meet the exception for immediate family members and were impermissible. Auburn appealed the AMA staff interpretation decision to the Division I Interpretations Committee. The

¹³ Bylaws 13.02.8 and 16.02.4 define a family member as a spouse, parent or legal guardian, child, sibling, grandparent, domestic partner or any individual whose close association with the athlete is the practical equivalent of a family relationship.

¹⁴ The panel notes that the associate head coach provided student-athlete 1 with a \$750 suit while student-athlete 1 was still a prospect. However, like the payments to student-athlete 1's mother, the provision of the suit occurred after the associate head coach became a men's basketball coach at Auburn.

Interpretations Committee confirmed the staff's interpretation regarding the impermissible nature of the payments made to student-athlete 1 and his mother.

The Associate Head Coach's Financial Struggles and Introduction to the Financial Advisor

As a result of his financial support of family and friends and poor money management, the associate head coach experienced significant financial struggles. In his federal court submissions, the associate head coach outlines his dire financial circumstances. Specifically, once he retired as a professional basketball player, the associate head coach's income plummeted, which made meeting his outstanding financial obligations a challenge. The associate head coach incurred additional debt after he purchased suits from the financial advisor's representative, who specialized in making suits for professional athletes. After deferring payments for several suits, the associate head coach's financial situation worsened. Decades of poor financial decision making and a series of loans from private lenders made it impossible for the associate head coach to contain his mounting financial debts.

According to the sentencing memorandum submitted by the associate head coach's counsel, the associate head coach's reckless financial history caused him to become desperate for an opportunity at financial redemption. The associate head coach confided in the financial advisor's representative about his continued financial struggles. During this same time, the representative and the financial advisor began identifying college coaches who would be willing to refer college athletes to the financial advisor in exchange for payment. The advisor ran a company that provided financial advisory and business management services to professional athletes, among other clientele. In a phone conversation between the financial advisor and the financial advisor's representative, the representative stated he had a very close contact that he had made suits for who was a current college coach. The representative went on to tell the financial advisor that this coach needed a loan to cover unpaid debt and that the financial advisor should consider lending him money. At the time of this call—and unbeknownst to the financial advisor's representative—the financial advisor was cooperating with the U.S. Attorney's Office and Federal Bureau of Investigation, who were investigating the role of money and outside influences in college basketball.

After the financial advisor agreed to the loan, the representative set up a meeting between the associate head coach and the financial advisor. In October 2016, the financial advisor and the financial advisor's representative met with the associate head coach at a local restaurant in Auburn, Alabama. The financial advisor wore a camera and recording device during this meeting. In his interview with the enforcement staff, the financial advisor explained that the purpose of the meeting was to meet the associate head coach and establish the terms by which the associate head coach would receive payments. During the meeting, the group discussed the associate head coach introducing student-athletes to the financial advisor and using his coaching position to influence student-athletes to retain the financial advisor's professional services when they entered the NBA. In exchange, the financial advisor would give the associate head coach a \$50,000 loan. The financial advisor made it clear to the associate head coach that if he sent a pipeline of players to the financial advisor, he would not need to repay the loan. The associate head coach specifically

discussed two players, student-athlete 1 and student-athlete 2, with the financial advisor during the meeting. The associate head coach also represented that he had general influence over men's basketball student-athletes at Auburn. At the end of the meeting, the financial advisor gave an envelope containing cash to his representative.¹⁵ The representative exited the restaurant with the associate head coach and gave him the envelope. The financial advisor continued to provide payments to the associate head coach via cash and wire transfers to the associate head coach's account until September 2017.

The Associate Head Coach's Arrangement of Meetings for the Financial Advisor

The associate head coach followed through on his end of the arrangement. In exchange for the payments from the financial advisor, the associate head coach provided the financial advisor with access to two Auburn student-athletes with NBA potential. Specifically, the associate head coach arranged a meeting between the financial advisor and student-athlete 2, a meeting between the financial advisor and student-athlete 2's mother and stepfather, and a meeting between the financial advisor, student-athlete 1 and student-athlete 1's mother.

Meeting with Student-Athlete 2

The meeting with student-athlete 2 occurred in December 2016 in New York, where the men's basketball team had travelled for an away game. In his interview with the enforcement staff, the financial advisor explained that he met with his representative at the bar in the associate head coach's hotel. The financial advisor had \$15,000 provided by the FBI to give the associate head coach. While at the bar, the associate head coach called the financial advisor and requested the financial advisor place \$12,000 in the blow dryer bag in his hotel bathroom and give him only \$3,000 in cash in front of the financial advisor's representative. The financial advisor did as requested, and student-athlete 2 then came to the associate head coach's hotel room.

Student-athlete 2 described the meeting during an interview with the institution and enforcement staff. He stated that the associate head coach called and asked him to come to the associate head coach's room. When student-athlete 2 arrived at the room, the associate head coach introduced him to the financial advisor and described the services the advisor could provide when student-athlete 2 began his professional basketball career. The financial advisor told student-athlete 2 to let him know if he needed anything and mentioned that he could set student-athlete 2 up with \$5,000 per month and a second cell phone in order to reach out to him as needed. The associate head coach also said he would talk to student-athlete 2's mother about the proposed arrangement. Student-athlete 2 recalled that the meeting lasted approximately 30 minutes and stated both the introduction and the financial advisor's offer caught him completely off guard.

Student-athlete 2 also reported that he felt very awkward and kept nodding his head and agreeing with the financial advisor because he did not know what else to say and simply wanted out of the room. Additionally, student-athlete 2 expressed his trust in the associate head coach but denied

¹⁵ In his interview with the enforcement staff, the financial advisor could not recall whether the envelope contained \$2,000 or \$5,000.

his actions were intended to make any commitments or assurances regarding the use of the financial advisor's services.

The associate head coach also arranged another meeting between student-athlete 2's mother and stepfather and the financial advisor. On December 18, 2016, the associate head coach hosted a meeting at his home between student-athlete 2's mother and stepfather and the financial advisor after an Auburn home basketball game. The associate head coach told student-athlete 2's mother that he had a "guy" he wanted her to meet who could help with the "business side" of basketball.

Upon his "guy's" arrival, the associate head coach introduced the financial advisor to student-athlete 2's mother and stepfather and told them the financial advisor could help student-athlete 2 when he decided to play professional basketball. The associate head coach also told student-athlete 2's mother that if anything "came up" or if she "needed anything" in the interim, she could contact the financial advisor and he could help her. At the end of the meeting, the financial advisor gave an envelope containing \$1,000 cash to the associate head coach, who then gave that envelope to student-athlete 2's mother. Student athlete 2's stepfather stated the envelope clearly had money in it. Feeling uncomfortable, student-athlete 2's stepfather slid the envelope back to the associate head coach and said he did not want the money. After an exchange, the associate head coach insisted that student-athlete 2's mother and stepfather take the money and assured them that everything would be okay.

In his interview, student-athlete 2's stepfather described the meeting as "forced" and "out of the blue." When student-athlete 2's mother and stepfather left the house, they agreed that they were not "going to deal with these people anymore." During the meeting, student-athlete 2's mother and stepfather never signed anything or committed to use the financial advisor for any purpose.

Meeting with Student-Athlete 1 and His Mother

The third meeting arranged by the associate head coach also took place at his home in January 2017 after Auburn's home game against a conference rival just a few weeks before the NBA draft. The meeting included the associate head coach, the financial advisor, student-athlete 1 and student-athlete 1's mother. In her interview, student-athlete 1's mother recalled the associate head coach telling her the meeting with the financial advisor would be short. She further stated that student-athlete 1 was not aware the meeting was going to take place until after the game. After a short introduction, the financial advisor spoke to student-athlete 1 and his mother for five to 10 minutes. Student-athlete 1's mother reported that student-athlete 1 was unengaged and spent most of the meeting on his phone. The associate head coach told student-athlete 1's mother to let the financial advisor know if she needed anything, but she did not reach or intend to reach any agreement with the financial advisor. Student-athlete 1's mother also stated that the meeting made her uncomfortable and uneasy, particularly due to the associate head coach's comments about contacting the financial advisor if she needed anything.

In his interview, student-athlete 1 described the meeting as a sales pitch from the financial advisor, whereby he described the services that he could provide. According to student-athlete 1, the financial advisor never offered to negotiate any contracts or market student-athlete 1's skills. The

financial advisor and student-athlete 1 talked briefly about basketball and money management, and the financial advisor expressed his gratitude if student-athlete 1 were to retain his services. Afterward, student-athlete 1 did not talk about the meeting. Neither student-athlete 1 nor his mother took any money from the financial advisor.

The Associate Head Coach's Payments to Student-Athlete 2 and His Family¹⁶

Although student-athlete 2 did not receive any money or a cell phone following his meeting with the financial advisor, the associate head coach provided him with cash on numerous occasions between December 2016 and September 2017, totaling \$1,250.¹⁷ During his interview, student-athlete 2 reported that the associate head coach sent him a text message and asked to meet some time in December 2016. When student-athlete 2 arrived at the associate head coach's office, the associate head coach had film up for them to watch. The associate head coach then asked student-athlete 2 if he needed any money and pulled out a \$50 bill. The associate head coach told student-athlete 2, "this is what NBA players do" and gave him the money. Student-athlete 2 reported he had never previously said anything to the associate head coach about needing or wanting money. Over the next several months, the associate head coach would initiate meetings with student-athlete 2 then provide him with money. These payments typically came in the form of a \$100 bill that the associate head coach would pull from the desk drawer in his office. The associate head coach often repeated the comment, "this is what NBA players do" to convince student-athlete 2 to take the money.¹⁸ Although the meetings occurred in the associate head coach's office, it does not appear that they were overly secretive or covert. They occurred during the daytime while other basketball coaches and staff were around.

In addition to the December 2016 meeting, the associate head coach also provided approximately \$4,300 in cash to student-athlete 2's mother and stepfather. The first instance, which occurred later in the 2016-17 season, involved the associate head coach inviting student-athlete 2's stepfather to his office after a home game, providing student-athlete 2's stepfather with \$500 cash and telling him to give the cash to student-athlete 2's mother. Student-athlete 2's stepfather agreed to give his wife the money and left. He stated that this meeting lasted about five minutes. The associate head coach's provision of cash payments continued between January and June 2017 and largely came at the request of student-athlete 2's mother due to her financial challenges. The associate head coach also paid for a two-night stay at a hotel in Nashville, Tennessee, so that student-athlete 2's mother and stepfather could travel to see student-athlete 2 compete in the SEC tournament. The total value of the stay was at least \$236.

¹⁶ Although there are different recollections of when the associate head coach provided cash payments and how much those payments were, the parties generally agree that the associate head coach provided student-athlete 2 and his family a total of \$5,786 in cash and other benefits.

¹⁷ The associate head coach told the financial advisor that he gave student-athlete 2 \$500 of the \$15,000 provided by the financial advisor at their initial meeting. However, student-athlete 2 reported in his interview that he never received any money on the trip nor did he see any money in the associate head coach's hotel room.

¹⁸ In his interview, student-athlete 2 estimated he received a \$50 payment in December 2016, one payment per month for approximately six months totaling \$600 and two payments per month for approximately three more months totaling \$600.

The Associate Head Coach's Arrest, Guilty Plea and Non-Cooperation with the Enforcement Staff's Investigation

Ultimately, the associate head coach was among a group of individuals arrested in connection with the federal government's investigation into bribery and corruption in college basketball. As part of that process, the associate head coach pleaded guilty to receiving \$91,500 for his involvement in the bribery scheme. On March 19, 2019, the associate head entered his plea and stated:

In late 2016, early 2017, while I was employed by Auburn University as an assistant coach for the men's basketball team, I had agreed with [the financial advisor's representative] to accept payments from a financial adviser [sic] in exchange for steering Auburn basketball players who had advisers [sic] for them to use if and when they entered the NBA. In furtherance of that agreement, I steered two players to that financial adviser [sic], including setting up a meeting in the town of Manhattan. Those payments from the financial adviser [sic] were a loan. I understood that the loan I would be getting would depend upon how many players were steered to that adviser [sic].¹⁹

Following the associate head coach's sentencing, the enforcement staff made multiple attempts to secure his participation in an interview. The enforcement staff sent interview requests to his counsel via email on May 14 and 22, 2019, and informed the associate head coach that if he did not respond, the staff would consider that a refusal to interview in violation of NCAA legislation. On May 28, 2019, the associate head coach's counsel responded and informed the enforcement staff that the associate head coach declined to participate in an interview. The associate head coach never responded to the allegations in this case and did not participate in the infractions hearing.

The Assistant Coach's Relationship with a Nonscholastic Basketball Coach

As mentioned earlier, the assistant coach had strong ties to New Jersey after previously coaching at Division I institutions in that area. Based on his time there, he developed a relationship with the nonscholastic coach, who coached a local AAU team. He maintained that relationship after he accepted a position on the Auburn men's basketball staff, where he continued to recruit in Philadelphia and New Jersey.

In 2014, the assistant coach actively recruited a promising prospective student-athlete from the nonscholastic coach's team. The prospect took an unofficial visit to campus that August and committed to Auburn during that visit or shortly thereafter. Student-athlete 3 was a teammate of the promising prospect on the nonscholastic coach's team. Student-athlete 3, his father, and the nonscholastic coach all attended the unofficial visit with the promising prospect.²⁰ Student-athlete

¹⁹ Pursuant to NCAA Bylaw 19.7.8.3.1, the facts established through the associate head coach's plea agreement are accepted as true and cannot be challenged in the infractions process.

²⁰ The promising prospective student-athlete ultimately received a full athletics scholarship and attended Auburn as a men's basketball student-athlete from 2015 to 2019.

3 also verbally committed to the Auburn men's basketball team on the unofficial visit. According to the head coach, the assistant coach and Auburn, student-athlete 3 was never a recruited athlete and was never offered a scholarship. Instead, Auburn intended for him to be a walk-on who would help boost the team's GPA and serve as a positive influence for the team.

It does not appear that student-athlete 3 or his father had the same understanding. According to the nonscholastic coach, both believed student-athlete 3 was on an athletic scholarship. Prior to his enrollment in 2016, student-athlete 3 qualified for a partial academic scholarship and, unbeknownst to him, still owed roughly \$11,000 in tuition each semester of the 2016-17 academic year. The tuition payments were ultimately paid by someone and student-athlete 3 left Auburn after one year.

In the summer of 2019, the nonscholastic coach contacted the enforcement staff and reported that he had been involved in the payment of student-athlete 3's tuition during the 2016-17 academic year. Specifically, he alleged that in August 2016, the assistant coach purchased \$11,200 in money orders in Auburn, Alabama, and delivered the money orders to the nonscholastic coach's home in Voorhees, New Jersey, to use towards student-athlete 3's fall 2016 tuition payment. The nonscholastic coach made the tuition payment on August 10, 2016.

Following additional information sent from the nonscholastic coach to the institution on July 1, 2020, the enforcement staff reopened the investigation to review student-athlete 3's spring 2017 tuition payment. The investigation uncovered that the individual who made the \$11,254 payment utilized an internet protocol (IP) address registered to Auburn. The institution represented that it was impossible to trace the user and that its public IP addresses are randomly assigned to anyone using Auburn's internet. Notably, the enforcement staff discovered an invoice from a different transaction electronically signed by the assistant coach on November 28, 2016, using the same IP address that was later used to pay for student-athlete 1's tuition in January 2017. Auburn, however, asserted that this was nothing more than mere coincidence.

The nonscholastic coach—a New Jersey native who had a longstanding relationship with the assistant coach—alleged that the assistant coach orchestrated these tuition payments. Cell phone records demonstrated the assistant coach was in Auburn on the date the money orders were created and in the vicinity of the nonscholastic coach's residence in Voorhees, New Jersey, on the date the nonscholastic coach alleged the assistant coach delivered the money orders and instructions for student-athlete 3's fall 2016 tuition payment. In fact, the two traded four calls on the day the nonscholastic coach reported that he made the fall 2016 payment. Auburn acknowledged a concerning amount of calls between the assistant coach and nonscholastic coach; however, throughout this case, the institution and the assistant coach vigorously disputed the allegation, citing the nonscholastic coach's lack of credibility and personal desire for fame and relevance.

During the investigation, the enforcement staff hired a handwriting expert to analyze the handwriting, particularly the signatures, on the money orders provided by the nonscholastic coach. The expert could not identify or eliminate the assistant coach as the writer of the signatures on the money orders. At the hearing, the panel thoroughly explored the facts and circumstances around

the payments. However, Auburn asserted that it could not ultimately identify who made the payments. Among other limitations, the institution's information technology expert asserted that it was impossible to pinpoint to whom the public IP address was assigned. Further, the institution claimed that it had no record of the identity of the person who made the electronic payment, nor could it obtain any identifiable information related to the credit card that was used outside of its last four digits.

The Assistant Coach's Interviews with the Enforcement Staff

During the investigation, the enforcement staff completed two interviews with the assistant coach.²¹ The first interview, which took place via teleconference on December 20, 2018, addressed the allegations related to the associate head coach and the bribery scheme. The second interview, which occurred on October 17, 2019, probed allegations stemming from information provided by the nonscholastic basketball coach. Specifically, the enforcement staff sought to identify whether the assistant coach was involved in the fall 2016 tuition payment of student-athlete 3. The assistant coach adamantly denied any involvement in student-athlete 3's tuition payment. In addition to completing two interviews, the assistant coach produced pertinent financial documents in the form of bank statements.

In July 2020, the enforcement staff notified the parties that the nonscholastic coach sent a packet of information to Auburn outlining additional allegations against the head coach and the assistant coach. In light of the new information, enforcement staff reached out to the assistant coach's counsel on September 15, 2020, in an attempt to schedule a third interview. Shortly thereafter, the enforcement staff followed up about the interview request and learned that the assistant coach was dealing with family medical issues involving his mother, but that his counsel would try to speak with him when possible. From that point until November 12, 2020, the enforcement staff sent emails requesting an interview with the assistant coach on five separate occasions but did not hear back from his counsel.

Subsequent emails from the assistant coach's counsel informed the enforcement staff that, due to the passing of the assistant coach's mother in early October 2020 and his overall discontent with the investigation, the assistant coach was unwilling to sit for an in-person or virtual interview. However, the assistant coach indicated his willingness to answer questions in writing. Both via email and at the hearing, the enforcement staff indicated that this was not an acceptable substitute for an interview. Following a series of emails on November 18, 2020, it became apparent that the assistant coach would not participate in an interview in accordance with the enforcement staff's standard interview practices.

The Head Coach's Compliance Philosophy and Efforts

In its response to the NOA, Auburn provided a detailed record of the head coach's compliance efforts. Specifically, Auburn cited: (1) communications between the head coach and athletics

²¹ The assistant coach also interviewed with Auburn on February 20, 2018, while still employed as an assistant coach.

department staff, men's basketball staff, student-athletes and boosters; (2) men's basketball staff compliance inquiries; (3) the head coach's and other men's basketball staff members' logged calls to compliance; (4) excerpts from institution and enforcement staff interviews that address the head coach's approach to and standards for compliance; and (5) other examples of the head coach's interactions with compliance. Throughout the processing of this case, the head coach adopted Auburn's positions. In doing so, both Auburn and the head coach asserted that the head coach's efforts met every membership-recognized factor relating to head coach responsibility, that the head coach demonstrated proper management of his monitoring efforts and there were no gaps or failures in his compliance efforts that could have otherwise prevented the conduct in this case.

At the infractions hearing, the institution and the head coach reiterated these examples to demonstrate that the head coach set a strong and proper tone for compliance from day one. Despite these representations, the panel questioned the head coach about his personal approach to compliance within his program—particularly in light of his past individual infractions case. In addition to the panel's questions about the head coach's general philosophy and approach to compliance, the panel also specifically probed the head coach's individual actions surrounding the associate head coach. Of primary concern was how the associate head coach's conduct reconciled with the head coach's purported emphasis on compliance within his program.

Notably, the panel detailed instances where the head coach's monitoring efforts appeared either tardy or limited in nature. Though the head coach claimed to have both monitored and educated his staff—including the associate head coach—other non-coaching staff members failed to report possible violations to the head coach or compliance and unknowingly participated in impermissible conduct. These failures permitted the associate head coach's conduct to continue undiscovered throughout his tenure at Auburn.

The most concerning reports of the associate head coach involving other non-coaching staff members in his conduct came from the special assistant to the head coach (special assistant), the graduate assistant and the video coordinator.²² According to the special assistant, the associate head coach requested tickets for the financial advisor and his representative—who he referred to as his friends—to attend an Auburn men's basketball game in New York. Later, in his interview with the enforcement staff, the graduate assistant indicated he observed the associate head coach introduce the financial advisor to student-athlete 2's mother and stepfather while at the associate head coach's home. The graduate assistant also stated the associate head coach wanted him to meet his "financial guy" in case the graduate assistant needed advice.

Additionally, the video coordinator reported that in January 2017, the associate head coach requested that he send scouting reports of several of Auburn's prospects to the financial advisor's email. He also recalled closed-door meetings between the associate head coach and families of some recruits, which was unusual because the head coach typically met with recruits and their families—and not behind closed doors. Further, the video coordinator stated he delivered a plain

²² During their time with the Auburn men's basketball program, these individuals held multiple roles. The decision refers to their role at the time the conduct occurred.

white envelope that he "was 80 [to] 90% sure" contained cash, to a prospective student-athlete's father at the request of the associate head coach. The video coordinator did not report the incident to anyone.

Finally, some non-coaching staff members as well as the head coach reported seeing the financial advisor's representative on several occasions in the basketball offices at Auburn, and the head coach's son purchased suits from the representative. It does not appear that anyone in or associated with the men's basketball program—including the head coach—ever expressed concern with the presence of the financial advisor or his representative.

IV. ANALYSIS

The violations in this case occurred in the Auburn men's basketball program and primarily stemmed from the associate head coach's unethical conduct. The violations also involved the head coach's actions and inaction related to the associate head coach. The violations fall into the following four categories: (A) unethical conduct during the associate head coach's employment at Auburn, including his participation in a bribery scheme and knowing provision of impermissible benefits to two men's basketball student-athletes and their families; (B) the head coach's failure to promote an atmosphere of compliance and monitor the associate head coach; (C) unethical conduct following the associate head coach's separation from the institution, including failure to cooperate with the enforcement staff's investigation; and (D) the assistant coach's failure to fully cooperate during the enforcement staff's investigation. All violations are Level I.

A. UNETHICAL CONDUCT, REPRESENTING AN INDIVIDUAL IN MARKETING ATHLETICS ABILITY OR REPUTATION, AND KNOWING PROVISION OF IMPERMISSIBLE INDUCEMENTS AND BENEFITS [NCAA Division I Manual Bylaws 10.1-(c) (2014-15 and 2015-16); 13.2.1, 13.2.1.1, 13.2.1.1-(b) and 13.2.1.1-(e) (2014-15 through 2016-17); 10.01.1 and 10.1 (2014-15 through 2017-18); 10.1-(b), 10.1-(d), 11.1.3, 12.11.1, 16.8.1 and 16.11.2.1 (2016-17 and 2017-18)]

During his employment at Auburn, the associate head coach accepted \$91,500 in bribes from a financial advisor in exchange for arranging meetings with two men's basketball student-athletes and their parents. He also provided two student-athletes and their families with impermissible inducements and benefits. Auburn and the enforcement staff agreed to the facts. Generally, Auburn and the enforcement staff agreed that those facts established NCAA violations. Auburn, however, raised limited challenges related to individual bylaw citations, whether certain family relationships created exceptions to well-established benefit rules, and whether some of the agreed-upon violations were Level II rather than Level I. The associate head coach did not respond to the allegations. Pursuant to Bylaw 19.7.8.3.4, a hearing panel may view a party's failure to respond to

an allegation as an admission that the violation occurred. The panel concludes that the violations occurred, and they are Level I for both the associate head coach and the institution.²³

1. NCAA legislation relating to unethical conduct, representing individuals in marketing athletics ability or reputation, and impermissible benefits.

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

2. The associate head coach violated legislation relating to unethical conduct and representation when he accepted bribes in exchange for arranging meetings between a financial advisor, two student-athletes and their parents.

From October 2016 up until his arrest in September 2017, the associate head coach participated in a bribery scheme with the financial advisor and the financial advisor's representative. Their goal was to steer student-athletes 1 and 2 to retain the services of the financial advisor and his representative once the student-athletes entered the NBA. Throughout the scheme, the financial advisor provided the associate head coach with payments totaling \$91,500 and, in exchange, the associate head coach arranged three separate meetings between the financial advisor, the student-athletes and their parents. The associate head coach's conduct constituted Level I violations of Bylaws 10 and 11.

Bylaw 10 governs ethical conduct. Bylaw 10.01.1 requires all staff members to act with honesty and sportsmanship. Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of example behaviors identified as unethical conduct. This list expressly includes an institutional staff member's receipt of benefits for facilitating or arranging a meeting between a financial advisor, or representative of a financial advisor, and a student-athlete. *See* Bylaw 10.1-(d). Additionally, Bylaw 11 governs the conduct and employment of athletics personnel. Specifically, Bylaw 11.1.3 prohibits athletics staff members from representing, either directly or indirectly, any individual in the marketing of their athletics ability or reputation to an agent, and from accepting compensation for such services.

Auburn agreed that the associate head coach violated Bylaw 10 when he participated in the bribery scheme. Specifically, the associate head coach accepted \$91,500 in the form of cash and wire transfers from the financial advisor in exchange for arranging three meetings between the financial advisor and two student-athletes, as well as their parents. In doing so, the associate head coach

²³ The enforcement staff alleged the associate head coach's involvement in the bribery scheme and provision of impermissible inducements and benefits as three separate Level I violations. At the infractions hearing, Auburn agreed that the associate head coach's involvement in the bribery scheme established a Level I violation for both Auburn and the associate head coach. Auburn further acknowledged that many of its individual bylaw citation and level challenges would likely become moot if the conduct were packaged as one overall Level I violation with multiple subparts. In this case, the panel agrees. This is a Level I case. Although the case involves independent actions by the associate head coach, it largely all stems from his involvement with the financial advisor and his representative. Thus, the panel packages all of the unethical conduct and underlying inducement and benefit violations as one unethical conduct violation, with related bylaw citations. Although this may affect the potential application of one aggravating factor, it does not have a material effect on the outcome on this case. How the enforcement staff packages allegations is important. It is helpful to the COI when the enforcement staff clearly articulates the rationale behind breaking apart or packaging together conduct.

used his position as a coach and mentor to steer the two student-athletes—both of whom had NBA potential—towards the services of the financial advisor and the financial advisor's representative. These facts are not disputed by Auburn, and the associate head coach pled guilty in federal court to participating in the bribery scheme. His guilty plea is accepted as true and establishes NCAA violations. As a result of his acceptance of bribes and arrangement of meetings with the financial advisor, the associate head coach violated Bylaws 10.01.1, 10.1 and 10.1-(d).

Despite agreeing with the facts surrounding the bribery scheme, Auburn disputed the application of Bylaw 11.1.3 to the associate head coach's conduct, citing the absence of an express or implied representation agreement between the associate head coach and the student-athletes or their parents. Auburn emphasized that, in their interviews with the enforcement staff, the student-athletes and their parents denied entering into a representation agreement with the associate head coach. Express representation, however, is not required for Bylaw 11.1.3 to apply.

The COI has applied Bylaw 11.1.3 in recent cases involving similar underlying misconduct in Division I men's basketball programs. *See Texas Christian University (TCU) (2021)* (concluding that an assistant coach represented student-athletes in marketing their athletics ability and reputation in violation of Bylaw 11.1.3 when he touted the student-athletes' professional potential to management company representatives); *University of Southern California (USC) (2021)* (concluding a Bylaw 11.1.3 violation occurred when the associate head men's basketball coach represented the talents and skills of current and future student-athletes to a management company); *University of South Carolina (2021)* (accepting the parties' agreement in the SDR that an assistant coach violated Bylaw 11.1.3 when he accepted money for the purpose of arranging meetings between a student-athlete and an agent, notwithstanding that no meetings ever occurred); and *Oklahoma State University (OSU) (2020)* (concluding, based on an interpretation from AMA staff, that a violation of Bylaw 11.1.3 occurred when an associate head coach participated in a bribery scheme and arranged meetings between two advisors and student-athletes); *but see Creighton University (2021)* (omitting a Bylaw 11.1.3 allegation because the assistant coach never discussed specific players when he met with an agent associate and representatives from his business management company).

More importantly, the COI has directly addressed the issue of representation agreements under Bylaw 11.1.3 and concluded that neither a representation agreement, nor the student-athletes' awareness of the representation, is necessary for a violation to occur. *See TCU*. Consistent with the COI's conclusion in *TCU*, student-athletes 1 and 2 and their parents did not need to enter into a representation agreement with the associate head coach for this panel to conclude that a violation occurred. Put simply, an express or implied representation agreement is not necessary for Bylaw 11.1.3 to apply. The associate head coach's conversations with the financial advisor pertaining to the student-athletes, and his arrangement of meetings in exchange for \$91,500 in bribe money, is sufficient to amount to representation under Bylaw 11.1.3. Thus, the panel concludes that the associate head coach violated Bylaw 11.1.3.

Pursuant to Bylaw 19.1.1, the unethical conduct and representation violations are Level I because the conduct seriously undermined or threatened the integrity of the Collegiate Model. Relevantly,

the COI has also concluded that similar conduct establishes Level I violations for both involved individuals and their institutions. *See TCU; Creighton; USC; South Carolina; University of Alabama* (2020); and *OSU*. In these cases, the COI specifically concluded that institutional staff members who accepted money as part of a scheme to steer men's basketball student-athletes to retain the services of a financial advisor, agent associate, business management company or other professional services organizations established Level I violations for the actor and the institution. Accordingly, and consistent with Bylaw 19.1.1, the violation is Level I for both the associate head coach and Auburn.

3. The associate head coach violated benefits and unethical conduct legislation when he knowingly provided impermissible recruiting inducements and/or benefits to two student-athletes and their parents.

From 2014 through September 2017, the associate head coach provided impermissible recruiting inducements and benefits to two student-athletes and members of their families. The benefits came in the form of cash payments and cost-free lodging. As a result, student-athletes 1 and 2 received actual and necessary expenses and competed in 23 and 22 contests, respectively, while ineligible.²⁴ The associate head coach's conduct resulted in violations of Bylaws 10, 12, 13 and 16.

As noted above, Bylaw 10.1 includes a list of behaviors specifically identified as unethical conduct. Among these is Bylaw 10.1-(b), which describes unethical conduct as knowing involvement in offering or providing a prospective or an enrolled student-athlete with an improper inducement or extra benefit. Improper inducements are outlined in Bylaw 13, which governs recruiting. When taken together, Bylaws 13.2.1 and 13.2.1.1-(b) and (e) prohibit institutional staff members from providing inducements—specifically cash, clothing, equipment and like items—to prospects. Similarly, Bylaw 16, which governs awards, benefits and expenses for student-athletes, prohibits student-athletes from receiving any extra benefit not expressly authorized by NCAA legislation. *See* Bylaw 16.11.2. Bylaw 16 also requires that only eligible student-athletes receive actual and necessary expenses under Bylaw 16.8.1. Relatedly, eligibility is governed by Bylaw 12. Under Bylaw 12.11.1, institutions have an affirmative obligation to withhold ineligible student-athletes from competition.

Beginning in 2014, the associate head coach provided impermissible inducements and benefits to student-athlete 1 and his mother. The recruiting inducements came in the form of the following: (1) a \$500 cash payment funding student-athlete 1's transportation to an elite basketball camp; (2) cash payments totaling \$2,300 provided directly to student-athlete 1's mother on eight to 10 occasions; and (3) a \$750 suit for student-athlete 1. Moreover, after student-athlete 1 enrolled at Auburn, the associate head coach provided impermissible benefits in the form of \$1,500 cash—\$800 to student-athlete 1 and \$700 to the student-athlete's mother.

²⁴ In an October 4, 2021, letter, Auburn recommended that the COI use 22 as the number of contests in which student-athlete 2 competed while ineligible. Auburn emphasized that the record is unclear as to the exact date in December 2016 that student-athlete 2 became ineligible but that, based on all possible triggering events, he competed in somewhere between 20 and 22 contests while ineligible.

Later, beginning in December 2016, the associate head coach began providing impermissible benefits to student-athlete 2 and his parents. These included the following: (1) multiple cash payments to student-athlete 2 and his parents totaling \$1,250 and \$4,300, respectively; (2) arranging for the financial advisor to provide student-athlete 2's mother and stepfather with \$1,000 and; (3) paying for the parents' hotel room during the SEC tournament. These impermissible inducements and benefits resulted in both student-athletes competing and receiving actual and necessary expenses while ineligible.

Auburn did not dispute that the associate head coach provided impermissible benefits to student-athlete 2 and his parents. However, Auburn argued that the benefits provided to student-athlete 1 and student-athlete 1's mother were permissible due to their familial relationship with the associate head coach. In support of its position, Auburn argued that the AMA staff's 2017 interpretation and the corresponding decision from the interpretations committee—which indicated that the associate head coach was not considered a family member and appeared to be more like a friend to student-athlete 1 and his mother—are not binding because they did not take into account new information obtained through the 2020 importation of the associate head coach's federal case materials. Based on this additional information, Auburn asserted that the associate head coach was acting as the practical equivalent of a family member to student-athlete 1 and his mother and therefore did not violate Bylaws 13 and 16.²⁵

The panel is not persuaded. The panel finds the AMA interpretation and corresponding Interpretations Committee's confirmation persuasive and binding. The extent to which the panel is guided by AMA case-specific interpretations is addressed in the COI's Internal Operating Procedures (IOPs). Where the operative facts remain the same, the COI is bound by interpretations issued pursuant to COI IOP 5-9-4.

Contrary to Auburn's position, the imported materials from the 2020 federal investigation do not clarify or confirm the associate head coach's relationship with student-athlete 1 so as to render the 2017 interpretation inapplicable. In fact, Auburn never articulated what specific facts it was relying upon that, in its view, rendered the interpretation invalid. In the panel's review of the record, nothing from the federal trial materially altered the facts presented to AMA and the Interpretations Committee. Thus, the operative facts from that interpretation remain the same and the panel is bound by the interpretation. As a result, the associate head coach violated Bylaws 13 and 16. These violations resulted in student-athlete 1's ineligibility and subsequent competition violating Auburn's affirmative obligation to withhold him, and student-athlete 2, under Bylaw 12. Further, because the associate head coach knowingly provided the inducements and benefits, he also violated unethical conduct legislation under Bylaws 10.1 and 10.1-(b).

²⁵ The panel is troubled that Auburn waited until its response to the NOA to raise the potential interpretive issue. The information related to the federal trial became available on July 2, 2019. On two occasions after that date the chair designee informed all parties to SDNY-related infractions cases of the need to resolve interpretative issues prior to a COI hearing, yet Auburn never sought a new interpretation and waited until its response to raise these issues. The infractions process is best served when all interpretative issues are resolved prior to an infractions hearing.

Regarding level, Auburn asserted alternative arguments that the violations associated with student-athlete 1 and 2 should be classified as Level II based on past cases involving impermissible inducements and benefits, the overall value of the benefits and the nature of the conduct in this case. More specifically, Auburn asserted that such violations are "overwhelmingly" designated as Level II absent significant monetary value, academic misconduct, extensive misbehavior or otherwise repugnant conduct. Auburn's argument mischaracterizes the COI's past cases.

The COI has consistently stated that monetary value is but one factor in assessing level. *See University of California, Santa Barbara* (2020) and *University of Tennessee at Chattanooga (UTC)* (2018). Likewise, the COI has previously concluded that impermissible inducements and benefits that result in unethical conduct violations are Level I. *See University of Akron* (2021) (concluding that Level I violations occurred when an associate AD provided \$5,900 in cash loans to eight football student-athletes, thereby violating the principles of ethical conduct); *University of Mississippi* (2017) (concluding that Level I violations occurred when coaching staff members knowingly provided prospects and their families with impermissible inducements and benefits); and *University of Northern Colorado* (2017) (concluding that Level I violations occurred where multiple coaches engaged in unethical conduct when they provided prospects with impermissible inducements in the form of payment for online courses). Here, the violations establish related unethical conduct and therefore appropriately fall within the broader Level I conduct at the center of this case.

Further, the bylaws do not require that conduct be repugnant—a subjective standard—to establish a Level I violation. The standard for a Level I violation, as adopted by the NCAA membership, is a "severe breach of conduct that provides a substantial advantage or extensive benefit." *See* Bylaw 19.1.1. The conduct in this case fits the membership's standard. Moreover, even if the COI were to adopt Auburn's preferred standard, the conduct is still Level I. Providing cash payments, benefits or arranging for financial advisors to provide cash payments is directly in opposition of the fundamental principles upon which intercollegiate athletics is based. *See* Constitution 2.4 and 2.9 (the Principles of Sportsmanship and Ethical Conduct and Amateurism, respectively). Conduct that unquestionably undermines the NCAA's foundational principles is repugnant to the NCAA Collegiate Model. In accordance with Bylaws 19.1.1, 19.1.1-(d) and 19.1.1-(f), the panel concludes this conduct is part of the broader Level I conduct at issue in this case.

B. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2014-15 through 2016-17)]

The head coach failed to promote an atmosphere of compliance because he established a culture in his program whereby the associate head coach freely and intentionally committed unethical conduct and where neither his student-athletes or staff members brought forward concerns about potential violations. Likewise, the head coach failed to adequately monitor the associate head coach when he did not identify the problematic relationship between the associate head coach, student-athlete 1 and student-athlete 1's mother. Auburn and the head coach disputed the violation. The panel concludes that a Level I 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 failed to rebut his presumed responsibility for the associate head coach's violations because he did not demonstrate that he promoted an atmosphere of compliance or monitored the associate head coach.

During the course of the associate head coach's employment at Auburn, the head coach failed to meet his legislated responsibility to promote an atmosphere of compliance and monitor his staff. Although the head coach represented that compliance was a top priority for him at Auburn, his actions and inaction undermine that representation. Although a close call, the panel concludes that the head coach was unable to rebut his legislated presumption of responsibility for the violations committed by his associate head coach.²⁶ The head coach violated Bylaw 11.

Bylaw 11.1.1.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere of rules compliance and (2) to monitor individuals in their program who report to them. The bylaw presumes that head coaches are responsible for violations in their programs. Head coaches may rebut this presumption by demonstrating that they promoted an atmosphere of compliance and monitored their staff.

Throughout this case, the head coach provided substantial explanation of the compliance systems that he had in place for the men's basketball staff members. Motivated by his involvement in a prior infractions case, the head coach emphasized his renewed dedication to compliance upon arriving at Auburn. According to Auburn's administrators, there was a shared understanding when the head coach was hired that compliance needed to be his top priority. The panel agrees that, on paper, the head coach seemed to have a robust compliance program. However, as demonstrated by the actions of the associate head coach and other members of the men's basketball coaching staff, that compliance program was far less effective in practice.

The panel's primary concerns fall into two areas: (1) the tone of compliance originally set by the head coach upon his hire and (2) his failure to ask questions regarding the associate head coach's relationship with student-athlete 1.

With respect to the first area, the panel is concerned with the tone of compliance set from the head coach's first few weeks at Auburn. By his own admission, the head coach had been granted a rare second chance and he could not make any mistakes from a compliance standpoint. Thus, it was important to the head coach and Auburn that the head coach surround himself with compliance-driven individuals. To the head coach's and Auburn's credit, they immediately embedded a veteran compliance officer in the basketball offices. But then the head coach began filling out his staff. Two of his hires were the associate head coach, who had zero collegiate experience and to whom

²⁶ The associate head coach's participation in a bribery scheme with the financial advisor does not serve as a basis for the head coach responsibility violation.

NCAA rules were unfamiliar, and an assistant coach, who previously received a show-cause order while working for the head coach at a prior institution.

To be clear, the COI does not involve itself in hiring decisions. However, the head coach's immediate decision to fill his staff with an individual who had no NCAA compliance experience and an individual who recently committed a major NCAA violation undermines the head coach's statements that compliance was his top priority. Despite his words and representations, his *actions* demonstrated that compliance was not a priority, and that tone appears to have continued in the months that followed.

Within a few months of being hired, the associate head coach began committing known violations when he informed student-athlete 1's mother that Auburn had interest in recruiting her son and shortly thereafter provided her with cash payments. Those payments and other benefits continued undisturbed for nearly three years. Even if the associate head coach believed such payments were permissible, he expanded his provision of cash payments and benefits to student-athlete 2 and his family in December 2016. The impermissible payments and benefits occurred uninterrupted for approximately 10 months. The impermissible payments and benefits to both student-athletes and their families stopped only because the associate head coach was arrested in September 2017. Although the head coach and Auburn claimed that the associate head coach often asked compliance-related questions, he felt comfortable within the head coach's program with providing impermissible cash and other benefits to student-athletes and their families. Moreover, he felt comfortable providing student-athlete 2 with cash payments from his desk in the basketball office.

In addition to the associate head coach's comfort with committing known violations, it does not appear that individuals associated with the program actively reported compliance-related concerns to the head coach. Specifically, neither student-athletes 1, 2 or their parents ever contacted the head coach about their receipt of cash or impermissible benefits. Likewise, noncoaching staff members observed questionable behavior involving the associate head coach, the financial advisor, the financial advisor's representative, and/or student-athletes and their families and never brought them to the attention of the head coach. Indeed, even the head coach was not concerned by the presence of the financial advisor's representative in the basketball offices.

The head coach asserted that he implemented proper safeguards. Stated simply, these safeguards failed. It started when the head coach did not prioritize compliance when selecting his staff and it continued when the associate head coach freely committed violations—with some of those violations occurring in the men's basketball suite. The associate head coach's ability and willingness to engage in violations in close proximity to the head coach and other staff members is troubling and contradicts the culture of compliance that the head coach purported to have built.

Second, the head coach failed to adequately monitor the associate head coach and his relationship with student-athlete 1 and student-athlete 1's mother. Specifically, the head coach did not ask questions about the associate head coach's relationship with student-athlete 1 and his parents. At the hearing, the head coach confirmed that he knew the associate head coach was from the same small town as student-athlete 1 and that he had a relationship with student-athlete 1's parents.

However, the head coach stated that he did not know of any potential familial relationship until a funeral for the associate AD's family member. Importantly, after learning of their potential familial relationship, the head coach did not ask the associate head coach any follow-up questions about the relationship or any benefits he provided to student-athlete 1 and his parents. In short, the head coach failed to ask reasonable and pertinent questions once he became aware of a potentially problematic situation.

The COI regularly concludes that head coaches fail to meet their responsibilities under Bylaw 11.1.1.1 when violations occur in their program and they cannot clearly demonstrate they promoted an atmosphere of compliance and monitored their staffs. *See University of Oregon* (2018) (concluding that the head men's basketball coach failed to monitor the director of operations who impermissibly involved himself in student-athletes' workouts); *University of Louisville* (2017) (concluding that the head men's basketball coach violated head coach responsibility legislation when he failed to monitor his subordinates who engaged in multiple Level I violations); and *Syracuse University* (2015) (concluding that the head men's basketball coach failed to rebut his presumed responsibility for multiple violations that occurred within his program). The COI has also noted the importance of head coaches actively looking for red flags and questioning their staff. *See DePaul University* (2019) (concluding that the head men's basketball coach did not promote compliance or monitor his staff where there was a "culture of silence" and the head coach did not confer with staff members, actively look for red flags or question the DOBO's actions) and *Southern Methodist University (SMU)* (2015) (concluding that the head men's basketball coach violated head coach responsibility legislation, in part, when he did not ask questions about his administrative assistant's relationship with a student-athlete despite multiple red flags). Like the coaches in these cases, the head coach failed to rebut his presumed responsibility for the associate head coach's violations.

To be clear, this was a difficult decision and a close call. But ultimately, the head coach is responsible. That was the membership's rationale behind the adoption of Bylaw 11.1.1.1, and the head coach failed to meet the high standard to rebut his presumed responsibility in this case.

Head coach responsibility violations are not strict liability. They are rooted in the presumption that head coaches are responsible for everything that happens in their programs. Head coaches can and have rebutted their presumed responsibility. In limited circumstances where head coaches have specifically identified potential red flags and took action to prevent violations from occurring and/or the violations occurred in unique once-in-a-career circumstances, the COI has concluded that head coaches effectively rebutted their presumed responsibility. *See University of the Pacific* (2017) (concluding that the head baseball coach rebutted the presumption when the underlying benefits violation resulted from a legitimate misunderstanding between the coach and an associate athletics director and the coach followed proper procedures by seeking the associate athletics director's input and approval) and *Wichita State University* (2015) (concluding that the head baseball coach rebutted his presumption of responsibility when he failed one time to ask follow-up questions regarding his administrative assistant's involvement in a benefits violation, but he had properly monitored the assistant and set a tone of compliance for decades). The facts presented here are distinguishable.

Notably, the head coach's decision to hire the associate head coach despite concerns about his inexperience and then the head coach's subsequent failure to personally monitor him by asking follow-up questions about the associate head coach's relationship with student-athlete 1 contributed to violations going undetected in the Auburn men's basketball program for three years. Moreover, some of these violations took place within earshot of the head coach's office.

Furthermore, this was not a one-time error in judgement. The head coach acknowledged and embraced his infractions history. The head coach admitted that following his involvement in a major infractions case, he knew that if he ever received a second chance, it would have to be different. The head coach needed to go above and beyond to ensure that no violations could occur in his program—let alone violations involving an associate head coach intentionally providing student-athletes and their parents with cash and benefits. The head coach failed in this regard. His staff member freely engaged in fundamental NCAA violations and the head coach did not have the proper systems in place to identify and uncover the problematic behavior when red flags around the associate head coach's relationship presented themselves.

Head coach responsibility violations derive from the underlying violations. In this case, the underlying violations were Level I conduct committed by the associate head coach. Accordingly, and pursuant to Bylaw 19.1.1-(e), this violation is Level I for the head coach and Auburn.

C. POST-SEPARATION UNETHICAL CONDUCT AND FAILURE TO COOPERATE [NCAA Division I Manual Bylaws 10.1, 10.1-(a) and 19.2.3 (2018-19 and 2019-20)]

Following his separation from Auburn, the associate head coach failed to meet legislated standards of ethical conduct and his responsibility to cooperate when he refused to participate in an interview with the enforcement staff and provide information relevant to the investigation. The associate head coach did not respond to the allegation. The panel concludes that the associate head coach committed a Level I violation.

1. NCAA legislation relating to unethical conduct and failure to cooperate.

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

2. The associate head coach violated unethical conduct legislation and failed to cooperate when he declined to interview with the enforcement staff.

Beginning in May 2019, the associate head coach failed to meet his obligation to cooperate with the investigation. Specifically, on May 28, 2019, the associate head coach, through his personal legal counsel, declined to participate in an interview with the enforcement staff regarding his knowledge of or involvement in violations of NCAA legislation. His conduct violated Bylaws 10 and 19.

Bylaw 10.1-(a) obligates current and former institutional staff members to make complete disclosures of information concerning possible violations when requested by the enforcement staff. Failure to do so may constitute unethical conduct under Bylaw 10.1. Along these lines, and to further the mission of the infractions process, Bylaw 19.2.3 requires current and former staff members to assist and fully cooperate with the enforcement staff.

The associate head coach failed to meet his obligation to further the objectives of the membership's infractions program. Beginning in May 2019, the associate head coach failed to cooperate with the investigation and processing of this case. The enforcement staff contacted him on two separate occasions to request an interview. Following the second request, the associate head coach's attorney informed the enforcement staff that his client would not interview. Ultimately, the associate head coach failed to interview, provide information, respond to the allegations and participate in the infractions hearing.

Any lack of cooperation threatens the integrity of the infractions process, and this is particularly true when the individual who fails to cooperate is the central actor in a case. *See Louisville* (concluding that a former director of basketball operations, who arranged stripteases and sex acts for recruits, violated Bylaws 10 and 19 when he refused to participate in an interview, respond to the NOA and attend the infractions hearing). When the associate head coach refused to participate in the investigation and respond to the allegations, he violated the cooperative principle and acted unethically in contravention of Bylaws 10.1-(a) and 19.2.3.

The COI has regularly concluded that individuals who refuse to participate in interviews and cooperate within the infractions process commit Level I violations of Bylaws 10 and 19. *See OSU* (concluding the associate head coach committed Level I violations when he refused to participate in the investigation and processing of the case) and *Louisville* (concluding the former director of basketball operations committed Level I unethical conduct and cooperation violations when he refused to participate in interviews, respond to the allegations and participate in the infractions hearing). Furthermore, Bylaw 19.1.1 identifies failure to cooperate and individual unethical conduct as examples of Level I severe breaches of conduct. Thus, consistent with Bylaw 19.1.1-(c) and past case guidance, the panel concludes that the associate head coach's conduct constitutes a Level I violation.

D. POST-SEPARATION FAILURE TO COOPERATE [NCAA Division I Manual Bylaws 19.2.3 and 19.2.3-(b) (2020-21)]

Following his separation from Auburn, the assistant coach failed to meet his legislated responsibility to cooperate when he refused to participate in an additional interview with the enforcement staff to address new information provided by a nonscholastic coach. The assistant

coach disputed the allegation.²⁷ The panel concludes that the assistant coach committed a Level I violation.

1. NCAA legislation relating to unethical conduct and failure to cooperate.

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

2. The assistant coach failed to fully cooperate when he declined to participate in an additional interview with the enforcement staff after new information was discovered during the course of the investigation.

Beginning in September 2020, the enforcement staff requested that the assistant coach participate in an interview to address new information provided by the nonscholastic coach. Shortly thereafter, the enforcement staff learned that family medical issues were impacting the assistant coach's ability to schedule an interview. The enforcement staff reached out on five separate occasions from that time through November 12, 2020, to schedule the interview. The assistant coach's counsel ultimately informed the enforcement staff that the assistant coach would not participate in an in-person or virtual interview. The assistant coach's refusal violated Bylaw 19.

As stated above, Bylaw 19.2.3 requires current and former staff members to assist and fully cooperate with the enforcement staff during infractions cases. This includes timely participation in interviews and providing complete and truthful responses. *See* Bylaw 19.2.3-(b).

The assistant coach disagreed that he failed to cooperate with the enforcement staff in violation of Bylaw 19. Specifically, the assistant coach emphasized that the delay in responding to the enforcement staff was due to his mother's medical issues and eventual passing in early October 2020. Further, the assistant coach had already participated in two prior interviews with the enforcement staff earlier in the investigation but offered to answer any additional questions in written form rather than standard interview format. Although the panel is sympathetic to the assistant coach's position, he did not meet his legislated responsibility to cooperate. Investigations evolve as additional information becomes available. Thus, on occasion, the enforcement staff may need to interview individuals—particularly central actors—on multiple occasions. Furthering the objectives of the NCAA's infractions program is a fundamental obligation of current and former institutional staff members. Although individuals may need to work around personal and scheduling circumstances, simply refusing to participate is not acceptable. Here, even though the assistant coach previously interviewed and denied any involvement in student-athlete 3's fall 2016 tuition payment, the enforcement staff uncovered new information that required further investigation. The assistant coach had an obligation to participate in an interview.

²⁷ The post-separation NOA also alleged that the assistant coach's failure to fully cooperate violated Bylaw 10 unethical conduct legislation—an allegation the assistant coach also disputed. For the reasons set forth in Section V of this decision, the panel did not conclude that the assistant coach's conduct violated Bylaw 10.

The COI has routinely emphasized that the responsibility to cooperate means full cooperation throughout the process. *See University of Connecticut* (2019) (concluding that the head men's basketball coach failed to cooperate when he declined to participate in a second interview after his termination from the institution); *University of Louisiana at Lafayette* (2016) (concluding that an assistant football coach failed to cooperate when he declined to participate in a third interview and furnish phone records); and *SMU* (concluding that a men's basketball administrative assistant failed to cooperate in the later stages of the investigation after having participated in two interviews). Consistent with the COI's conclusions in those cases, the assistant coach's participation in two interviews does not excuse his refusal to engage in an additional interview once new information was discovered.

Relevantly, the COI has recently concluded that offering to respond to written questions when the enforcement staff requested an in-person interview is not full cooperation. *See Baylor University* (2021) (concluding that an assistant operations director failed to cooperate with the enforcement staff despite offering to respond to written questions). In *Baylor*, the COI also explicitly identified the issue with permitting written responses to questions, stating that they "do not provide the questioner with the opportunity to ask follow-up questions in the moment or to explore the details and context of an individual's response." Here, as in *Baylor*, the assistant coach's offer to respond to written questions does not amount to full cooperation.

In terms of level, the failure to cooperate violations in the above-referenced cases were all designated as Level I. Further, Bylaw 19.1.1-(c) identifies an individual's failure to cooperate as an example of a violation that makes a Level I designation more appropriate. In accordance with case guidance and the bylaws, the panel concludes that the assistant coach failed to fully cooperate with the enforcement staff, and the violation is Level I.

V. VIOLATIONS NOT DEMONSTRATED

The NOA alleged that the assistant coach violated the principles of ethical conduct, as well as financial aid and benefits legislation, when he arranged for and provided tuition payments for student-athlete 3. Based on this allegation, the enforcement staff claimed that student-athlete 3 participated in two contests and received actual and necessary expenses while ineligible. Further, in addition to violating his affirmative obligations under Bylaw 19, the enforcement staff alleged that the assistant coach's refusal to cooperate supported an unethical conduct violation under Bylaw 10. Although there was information that appeared to link the assistant coach to the tuition payments, the panel ultimately could not conclude that the assistant coach paid or arranged for the payment of student-athlete 3's tuition. Likewise, the panel holds the assistant coach accountable for his failure to cooperate under Bylaw 19 but does not conclude that the assistant coach engaged in unethical conduct under Bylaws 10.1 and 10.1-(a).

With respect to the tuition payments, Bylaw 10.1-(b), describes unethical conduct as knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid. Bylaw 15 governs financial aid. Under

Bylaw 15.02.3, a student-athlete is prohibited from receiving financial aid other than that permitted by the Association, and those who receive impermissible aid are rendered ineligible. Similarly, Bylaw 16.11.2.1 prohibits a student-athlete from receiving extra benefits not authorized under NCAA legislation. Bylaw 16.8.1 permits an institution to provide actual and necessary expenses associated with competition but only for eligible student-athletes. A student-athlete becomes ineligible when they receive impermissible benefits or financial aid. When that occurs, Bylaw 12 requires the institution to withhold the student-athlete from competition.

Whether the assistant coach was involved in or arranged student-athlete 3's tuition payments was an incredibly close call for the panel. The information in the record, which included the nonscholastic coach's statements, cellphone records and commonalities around public IP addresses suggested more than mere coincidence. On the other hand, credibility issues related to the nonscholastic coach undermined many of his claims.

The panel's decision-making process was hindered by the refusal of student-athlete 3 and his father to participate in the investigation. The panel is disappointed because part of the hesitancy to participate stemmed from concerns with active participation by Auburn. Rather than facilitate the development of key information by permitting the enforcement staff to go forward with the interviews in its absence, Auburn raised objections to being omitted, and the interviews ultimately did not occur. The panel is not indifferent to institutional concerns related to the development of information that could materially affect an institution or the fact that certain procedures are in place to ensure fairness throughout the process, but post-interview alternatives could have and should have been explored to develop necessary information.

In the end, the panel was left with phone calls, public IP commonalities and illegible money orders that appeared to support some of the nonscholastic coach's statements. While these facts are troubling, the case record and the parties' statements at the hearing contain an overwhelming degree of conflicting, confusing and incomplete information—information that could have been cleared up with the participation of student-athlete 3 and his father.

To be clear, the information suggests that something impermissible occurred with the payment of student-athlete 3's tuition. However, based on the available facts, the panel cannot conclude that the assistant coach provided or arranged for the impermissible benefit and financial aid or that he committed an unethical conduct violation. Moreover, because the panel does not conclude that violations of Bylaws 15 and 16 occurred, student-athlete 3 did not compete or receive actual and necessary expenses in violation of Bylaw 12.

Additionally, the panel concludes that the assistant coach did not engage in unethical conduct when he failed to participate in a third interview with the enforcement staff. Bylaw 10.1-(a) identifies a staff member's refusal to furnish information relevant to an investigation as an example of unethical conduct.

The assistant coach indicated that a primary reason for declining to participate in a standard interview with the enforcement staff was the illness and subsequent passing of his mother. The

assistant coach's delay in responding to the enforcement staff and eventual refusal to participate in an in-person or virtual interview prevented the enforcement staff from gaining information on allegations made by the nonscholastic coach. Although this amounted to a failure to cooperate under Bylaw 19, the assistant coach's decision was largely based on unique and serious family circumstances. Thus, based on the unique facts of this case, the panel concludes that he did not act unethically in violation of Bylaw 10.

VI. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel concludes that this case involved Level I violations of NCAA legislation. Level I violations are severe breaches of conduct that undermine or threaten the integrity of the Collegiate Model and provide or are intended to provide substantial or extensive advantages or benefits.

In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.2, 19.9.3 and 19.9.4 to determine the appropriate classifications for the parties. The panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.9.5 and 19.9.7 to prescribe penalties.

The panel determined that the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level I-Aggravated for Auburn, Level I-Aggravated for the associate head coach, Level I-Mitigated for the assistant coach and Level I-Mitigated for the head coach.

Aggravating Factors for Auburn

19.9.3-(a): Multiple Level I violations by the institution;

19.9.3-(b): A history of Level I, Level II or major violations by the institution;

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect; and

19.9.3-(n): The institution employs an athletics staff member who is subject to a show-cause order and during the period of the show-cause order that individual's conduct, or for a director of athletics and/or head coach, conduct involving any program in which he or she has oversight, results in an institutional Level I or Level II violation in this case.

Bylaw 19.9.3-(a) applies because this case involves two Level I violations—the associate head coach's unethical conduct in conjunction with his participation in a bribery scheme and his provision of impermissible inducements and benefits, and head coach responsibility. Auburn argued, however, that the factor should not apply because all of the underlying violations were the result of intentional and individual misconduct actively concealed from the institution. The panel disagrees.

Historically, the COI has applied the factor any time a party is responsible for more than one Level I violation. Likewise, institutions remain responsible for the actions of their employees. *See Georgia Institute of Technology (Georgia Tech)* (2019) (applying the factor to the institution when multiple intentional and significant Level I violations were committed by the assistant coach). The factor applies even when subsequent violations are derivative violations. *See Creighton* (rejecting the institution's claim that subsequent Level I violations should not be considered for Bylaw 19.9.3-(a) because they derived from the underlying conduct). Although related, here Auburn is responsible for two separate Level I violations. Therefore, the panel determines Bylaw 19.9.3-(a) applies and affords it normal weight.

The panel applies but assigns minimal weight to Bylaw 19.9.3-(b), *A history of Level I, Level II or major violations*. This is Auburn's eighth Level I, Level II or major infractions case with its most recent case occurring in 2004. In past cases, the COI has assigned little to no weight to this aggravating factor when significant time has passed since an institution's most recent prior case. *See Akron* (applying no weight to the factor where the institution's only prior case occurred in 1984); *DePaul* (determining that this factor applied where the institution had prior cases in 1994 and 1974, but assigning minimal weight to the factor); and *California Polytechnic State University* (2019) (applying the factor but assigning it minimal weight where the institution had previous cases in 1995 and 1987). Consistent with these cases, the factor applies to Auburn but is assigned minimal weight.

The enforcement staff proposed Bylaw 19.9.3-(j), *Conduct or circumstances demonstrating an abuse of a position of trust*, which Auburn opposed.²⁸ The panel determines Bylaw 19.9.3-(j) does not apply and instead applies Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violation*. The application of this factor is consistent with several recent cases involving similar factual predicates. *See TCU* (applying 19.9.3-(h) in place of 19.9.3-(j)). The COI applied a parallel analysis in *Creighton, USC, South Carolina, Alabama, and OSU*. Like those recent cases involving similar facts, the COI determines that Bylaw 19.9.3-(h) applies because the associate head coach was a person of authority who actively participated in violations. As emphasized in *TCU*, there may be circumstances where both factors apply to an institution because persons in a position of authority often hold a position of trust. Here, the associate head coach was likely in a position of trust, particularly with respect to student-athletes 1, 2 and their families. However, it was the associate head coach's position of authority within Auburn's basketball program that led him to be identified by the financial advisor and his representative. Therefore, Bylaw 19.9.3-(h) applies and is assigned normal weight.

The panel also applies Bylaw 19.9.3-(i), *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect*. The COI has regularly applied this factor in cases where the scope and breadth of competition while ineligible is significant. *See Mercer University* (2021) (applying the factor to the institution where a student-athlete competed while

²⁸ The enforcement staff also proposed aggravating factor 19.9.3-(m), *Intentional, willful or blatant disregard for the NCAA constitution and bylaws*, but withdrew the factor based on the recent Infractions Appeals Committee decision involving Georgia Tech. *See Georgia Institute of Technology*, IAC Decision No. 524 (2021).

ineligible over the course of two academic terms) and *Georgia Tech* (applying the factor to the institution and an assistant men's basketball coach where three student-athletes competed while ineligible over two years). After accepting cash payments from the associate head coach, two student-athletes each competed in over 20 contests and received expenses while ineligible during the 2016-17 season, a fact recognized by Auburn through its self-imposition of a vacation of records penalty. As such, the panel determines that Bylaw 19.9.3-(i) applies and is assigned normal weight.

Finally, the panel applies Bylaw 19.9.3-(n), *The institution employs an athletics staff member who is subject to a show-cause order and during the period of the show-cause order that individual's conduct, or for a director of athletics and/or head coach, conduct involving any program in which he or she has oversight, results in an institutional Level I or Level II violation in this case.* This is the first time Bylaw 19.9.3-(n) has applied in an infractions case.

Auburn disputed the application of this factor because it was not adopted until 2018—after the head coach had been at Auburn for over four years and the violations in the men's basketball program had concluded. More specifically, Auburn claimed that, because this factor did not exist, the institution was not on notice as to the potential aggravation attributed to hiring an individual under a show-cause order. The panel recognizes the argument but is not persuaded. Institutions have long been on notice of risks associated with hiring an individual with an infractions history and an active show-cause order. The COI has previously stated that institutions require heightened scrutiny when they hire individuals who are under show-cause orders. *See Indiana University, Bloomington (Indiana) (2008).*²⁹ Auburn cannot argue that it did not understand the enhanced scrutiny that would be applied by the COI in the event that the head coach (or his program) committed additional violations during his show-cause period. Furthermore, consistent with Bylaw 19.9.1, the COI applies the penalties, including potential aggravating and mitigating factors, that exist at the time the case is processed. Therefore, the panel applies Bylaw 19 pursuant to the 2021-22 NCAA Division I Manual. For these reasons, Bylaw 19.9.3-(n) applies and is assigned normal weight.

The enforcement staff also identified Bylaw 19.9.3-(k), *A pattern of noncompliance*, as an aggravating factor for the institution. Although the COI has applied this factor to involved individuals and institutions in previous cases, the panel determines that the unique facts and circumstances of *this* case did not warrant the application of this factor to Auburn. The panel's analysis largely turned on the fact that it could not conclude that the assistant coach was involved in student-athlete 3's tuition payment. To be clear, the panel does not suggest that for this factor to apply more than one coach must commit NCAA violations. But, given that the underlying violations in this case are limited to the individual actions of the associate head coach and the conduct largely derives from the same operative facts, the panel determines that the factor does not apply.

²⁹ The panel recognizes that the COI resolved *Indiana* under a different infractions structure and that decision may therefore be less persuasive. However, the themes associated with the heightened risk and enhanced scrutiny required when institutions hire individuals under penalty are relevant to the panel's analysis in this case. Although the structure has changed, the themes have not.

Mitigating Factors for Auburn

19.9.4-(b): Prompt acknowledgment of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties; and

19.9.4-(d): An established history of self-reporting Level III or secondary violations.³⁰

The institution and the enforcement staff agreed on the application of Bylaw 19.9.4-(d) only. In addition to this agreed-upon mitigating factor, Auburn proposed three additional mitigating factors: Bylaw 19.9.4-(b); Bylaw 19.9.4-(c), *Affirmative steps to expedite final resolution of the matter*; and Bylaw 19.9.4-(f), *Exemplary cooperation*. The panel determines that Bylaw 19.9.4-(b) applies but determines that the facts do not support Bylaws 19.9.4-(c) and (f).

Auburn and the enforcement staff disagreed on the application of Bylaw 19.9.4-(b).³¹ The enforcement staff did not believe that the institution accepted responsibility for the violations. To support its position, the enforcement staff emphasized Auburn's challenges to aspects of the inducement and benefit allegations and the entirety of the financial aid and head coach responsibility allegations. However, Auburn identified the immediate action it took in response to the associate head coach's conduct. Specifically, on the day of the associate head coach's arrest, Auburn suspended the associate head coach. Shortly thereafter, the institution terminated the associate head coach's employment, sought reinstatement for two student-athletes and imposed significant penalties, including a postseason ban. These actions are significant and reflect how the COI would expect an institution to hold itself accountable after uncovering severe Level I conduct. As a result, the panel determines that the factor applies.

Auburn's challenges to aspects of the inducement and benefit allegations and the entirety of the financial aid and head coach responsibility allegations does not undercut the institution's acceptance of responsibility in other areas and imposition of meaningful penalties. Auburn's immediate action demonstrated an acknowledgment of wrongful conduct that likely established NCAA violations.

The COI has consistently applied Bylaw 19.9.4-(b) when institutions accept responsibility for the conduct then take meaningful action. *See USC* (applying Bylaw 19.9.4-(b) when USC took immediate action including suspending the associate head coach, immediately notifying the NCAA of the conduct and hiring an outside firm to investigate once it became aware of the associate head coach's conduct); *OSU* (applying the factor when OSU admitted that a violation occurred but challenged the level of the violation); and *UTC* (determining the factor applied to a head men's tennis coach who contested violations but repeatedly acknowledged his shortcomings and accepted responsibility). Consistent with the COI's analysis in past cases, Bylaw 19.9.4-(b) applies, and the panel assigns the mitigating factor normal weight.

³⁰ Auburn self-reported 87 Level III violations from December 2016 through January 2021, an average of 18 violations per year.

³¹ The enforcement staff originally identified Bylaw 19.9.4-(b) but later withdrew the factor.

The panel determines the facts and violations do not support the application of Bylaw 19.9.4-(c), *Affirmative steps to expedite final resolution of the matter*, because Auburn did not take actions beyond what is required within NCAA legislation. *See Georgia Tech* (applying Bylaw 19.9.4-(c) rather than 19.9.4-(f) when the institution noted it had retained outside counsel, counsel risked danger in visiting the home of the booster in question, Georgia Tech led efforts with its IT department for reviewing and consolidating phone and email records, and Georgia Tech brought reported information related to the booster to the enforcement staff's attention); *see also TCU; Creighton*; and *USC*. Although Auburn worked collaboratively with the enforcement staff at times, its actions did not expedite this case's resolution. In fact, there appear to be specific instances where the institution's actions had the opposite effect and delayed processing of this case. Specifically, the panel is concerned with Auburn impeding the enforcement staff's ability to interview student-athlete 3 and his father. The panel respects Auburn's concerns related to being able to question witnesses. However, the goal of this case should have been to uncover the most significant and pertinent information. Rather than permit the enforcement staff to proceed as a collaborative partner, Auburn challenged the enforcement staff's ability to conduct interviews. These tactics resulted in case delays and the parties and panel not having full and complete information. Further, the panel believes that Auburn could have done more to develop information regarding who used the public IP address and in identifying the individual who paid student-athlete 3's tuition. In that way, Auburn fell short of what is required for Bylaw 19.9.4-(c) to apply.

Similarly, the panel also determines that Bylaw 19.9.4-(f), *Exemplary cooperation*, does not apply. Auburn asserted that the institution expended substantial institutional resources, participated in an "extraordinary" number of interviews and discovered and developed documents "critically relevant" to the evaluation of the financial aid and head coach responsibility allegations. The COI has consistently stated that exemplary cooperation is a high bar. *See TCU* (applying the factor and giving it significant weight where the institution spent a considerable amount of time and attention to collect, analyze and provide government exhibits from trial proceedings and immediately dedicated its investigative resources to uncovering truthful information); *USC* (determining the factor applied where the institution took meaningful action to preserve data, obtained access to the involved individual's financial records and communications from his phone, and conducted numerous and thorough interviews); and *Northern Colorado* (determining that the factor applied when the institution searched coaches' offices, inventoried the items found, imaged computer drives and email accounts, and obtained student-athletes' coursework submitted to other institutions when investigating potential academic violations). The panel recognizes and appreciates some of Auburn's actions in developing information related to the associate head coach. But Auburn's decision to hide behind disclosure laws and complex technologies associated with the assignment of public IP addresses failed to meet the COI's expectations and standards associated with exemplary cooperation. Therefore, the panel determines that the factor does not apply.

Aggravating Factors for the Associate Head Coach

19.9.3-(a): Multiple Level I violations by the involved individual;

19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect;

19.9.3-(j): Conduct or circumstances demonstrating an abuse of a position of trust;

19.9.3-(l): Conduct intended to generate pecuniary gain for the involved individual; and

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

The associate head coach did not respond to the allegations or provide his position on the seven aggravating factors identified by the enforcement staff. Pursuant to Bylaw 19.7.8.3.4, a party's failure to respond to the NOA may be viewed by the panel as an admission that the alleged violations occurred. Accordingly, the panel concludes that the violations occurred and the facts and circumstances surrounding those violations support the application of all seven aggravating factors.

Mitigating Factor for the Associate Head Coach

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations by the involved individual.

The associate head coach did not participate in the hearing process and did not dispute the mitigating factor identified above. The panel applies the mitigating factor.

Aggravating Factors for the Assistant Coach

19.9.3-(e): Failing to cooperate during an investigation or refusing to provide all relevant or requested information.

With respect to Bylaw 19.9.3-(e), the analysis is straightforward. The assistant coach failed to cooperate during the investigation when he refused multiple requests for an in-person or virtual interview with the enforcement staff. While the panel acknowledges the assistant coach's willingness to respond to written questions, Bylaw 19 grants the enforcement staff the discretion to decide acceptable interview methods necessary to develop case-related information. This is an important tool for the NCAA infractions program. As such, the enforcement staff requested an in-person or virtual interview, which the assistant coach ultimately declined. The COI has routinely applied this factor when individuals fail to cooperate during the investigation. *See TCU* (applying the factor when an assistant coach provided false or misleading information during the institution and enforcement staff investigations and refused to interview with the institution) and *OSU* (applying the factor when the associate head coach ignored three requests from the enforcement staff to participate in an interview). As such, Bylaw 19.9.3-(e) applies and the panel assigns it normal weight.

In addition to Bylaw 19.9.3-(e), the enforcement staff proposed five aggravating factors: (1) Bylaw 19.9.3-(a), *Multiple Level I violations by the involved individual*; (2) Bylaw 19.9.3-(f), *The violations were premeditated, deliberate and committed after substantial planning*; (3) Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct*; (4) Bylaw 19.9.3-(j), *Conduct or circumstances demonstrating an abuse of a position of trust*; and (5) Bylaw 19.9.3-(m), *Intentional, willful or blatant disregard for the NCAA constitution and bylaws*. These factors were tied to the allegation that the assistant coach paid or arranged the payment of student-athlete 3's tuition. Because the panel concluded that the assistant coach did not violate NCAA legislation through the alleged arrangement and provision of tuition payments for student-athlete 3, these factors do not apply.

Mitigating Factor for the Assistant Coach

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations by the involved individual.

The enforcement staff proposed, and the assistant coach did not dispute the application of the mitigating factor identified above. Thus, the panel applies the mitigating factor and assigns it normal weight.

Aggravating Factors for the Head Coach

19.9.3-(b): A history of Level I, Level II or major violations by the involved individual.

The panel applies Bylaw 19.9.3-(b) to the head coach but assigns it minimal weight. The COI has previously applied this factor to involved individuals with prior infractions history. *See Mississippi* (concluding the factor applied to an operations coordinator who arranged for three prospects to receive fraudulent standardized test scores and committed similar violations at another institution a year prior) and *University of Southern Mississippi (2016)* (applying the factor to the head coach, who was involved in violations at another institution five years prior). Like these cases, the head coach was involved in violations in *Tennessee*. The head coach openly discussed and accepted his infractions history. He did not hide from it. Likewise, he did not hide from the violations that occurred in his program. He openly acknowledged and admitted that the associate head coach entered into a bribery scheme and provided benefits to student-athletes and their families in his program. In determining the weight to apply to this factor, the panel considered similarities in the nature of the head coach's violations and the amount of time that has lapsed between the violations. In *Tennessee*, the head coach personally committed violations when he did not provide complete and truthful statements and tried to cover up a recruiting violation. In this case, the head coach is responsible for the conduct that occurred in his program. The two cases are also roughly a decade apart. Because the head coach was not personally involved in the violations in this case and his earlier personal involvement in violations at Tennessee occurred ten years ago, the panel assigns minimal weight to the aggravating factor.

The enforcement staff also proposed Bylaw 19.9.3-(k), *A pattern of noncompliance*, as an aggravating factor for the head coach. Previously, the COI has applied Bylaw 19.9.3-(k) to involved individuals who continuously engage in violations over a significant period time. Similar to the panel's analysis related to Auburn, the underlying violations in this case are limited to the associate head coach and do not involve the assistant coach. The head coach's failure to promote an atmosphere of compliance and monitor the associate head coach reflects cultural issues within the program rather than specific instances of noncompliant behavior. As a result, the panel determines the facts do not support the application of this factor to the head coach.

Mitigating Factor for the Head Coach

19.9.4-(b): Prompt acknowledgment of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties.

The head coach proposed Bylaw 19.9.4-(b), *Prompt acknowledgement of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties*, and Bylaw 19.9.4-(e), *Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards*. The panel applies Bylaw 19.9.4-(b) but determines that the facts do not support Bylaw 19.9.4-(e).

In support of Bylaw 19.9.4-(b), the head coach identified several actions he took after the arrest of the associate head coach. Specifically, the head coach withheld from competition the student-athletes allegedly involved, and he shut down recruiting within the men's basketball program for months, including limits on prospect visits, telephone calls and off-campus recruiting. Thus, the head coach argued he acknowledged the violations and accepted responsibility. The head coach was also actively involved in Auburn's decision to self-impose a postseason ban in response to the Level I conduct that occurred in his program. The panel appreciates the head coach's involvement in immediate actions and self-imposed penalties.

The COI has applied Bylaw 19.9.4-(b) only when individuals acknowledge violations during the investigation and take responsibility for their conduct. *See Oregon* (applying the factor to the adjunct professor and head men's basketball coach who immediately acknowledged their conduct, but declining to apply the factor to the head women's basketball coach who did not admit to certain violations until confronted with video surveillance) and *DePaul* (applying the factor to the associate basketball coach but declining to apply the factor to the head coach who did not acknowledge his shortcomings or the responsibility he had for violations that occurred in his program). The head coach accepted responsibility for the violations in his program and had a hand in imposing meaningful self-imposed penalties in the men's basketball program. The head coach contested his head coach responsibility violation but, as legislated, that is a rebuttable presumption. The head coach offered his perspective on what he believed he had done to rebut his responsibility for the violations and the panel concluded it was not enough. Presenting information that may rebut a head coach's presumed responsibility does not foreclose the opportunity for Bylaw 19.9.4-(b) to apply. The panel determines Bylaw 19.9.4-(b) applies and assigns it normal weight.

Lastly, the head coach proposed Bylaw 19.9.4-(e), *Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards*. The head coach argued that the application of this factor is appropriate because he operated a robust compliance program, fostered an atmosphere of compliance and monitored the activities of his staff. The COI has generally only applied this factor to institutions, not individuals. Furthermore, with respect to institutions, the COI has primarily applied the factor where the compliance system was in place at the time of the violations *and* actually detected the violations. See *Oregon* (declining to apply the factor to the head men's basketball coach because most of the impermissible coaching violations were not detected by the head coach's compliance system and noting that the COI has most often applied this factor to institutions rather than individuals) and *Rutgers, the State University of New Jersey, New Brunswick* (2017) (determining the mitigator did not apply because the violations at issue went undetected by the compliance office over many years). Moreover, the panel concludes that the head coach failed to meet his obligations under Bylaw 11.1.1.1. Thus, he did not implement a system of compliance to satisfy coach's control standards. It then follows that Bylaw 19.9.4-(e) cannot logically apply.

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

Core Penalties for Level I-Aggravated Violations (Bylaw 19.9.5)³²

1. Probation: Four years of probation from December 10, 2021, through December 9, 2025.
2. Competition penalty: During the 2020-21 academic year, the men's basketball program ended its season with the last regular-season contest and did not participate in postseason conference or NCAA tournament competition. (Self-imposed.)³³

³² If an opportunity to serve a penalty will not be available due to circumstances related to COVID-19, the penalty must be served at the next available opportunity. With the exception of postseason bans, probation and general show-cause orders, this methodology applies to all penalties, including institutional penalties, specific restrictions within show-cause orders and head coach restrictions, unless otherwise noted

³³ The panel classified Auburn's case as Level I-Aggravated. The range of postseason ban(s) for Level I-Aggravated cases is one to five years. Considering the severe violations in this case, the panel considered whether an additional postseason ban was warranted. In past cases, the COI has considered the timing and circumstances around when institutions decide to self-impose a postseason ban to ensure that the self-imposed penalty is a meaningful penalty. Here, Auburn self-imposed the postseason ban prior to the 2020-21 men's basketball season. In doing so, the penalty was significant and not in response to a poor record. Auburn's decision to self-impose a postseason ban prior to the season reflects the actions of an institution intentionally taking responsibility for severe Level I conduct in its men's basketball program. Although a second year of postseason ban is an appropriate penalty in that it falls within the available ranges for Level I-Aggravated cases, the panel declines to do so largely in response to the timing and circumstances around Auburn's decision to self-impose the ban.

3. Financial penalty: Auburn shall pay a fine of \$5,000 plus three percent of the budget for the men's basketball program.³⁴
4. Scholarship reductions: Auburn reduced the total number of men's basketball grant-in-aid awards by one during the 2020-21 academic year. (Self-imposed.) Auburn shall reduce the total number of grant-in-aid awards by two additional scholarships during the term of probation.³⁵
5. Recruiting restrictions:
 - a. Auburn reduced the number of official visits in men's basketball to 20 during the 2017-18/2018-19 rolling two-year period (a reduction of four off the permissible number). (Self-imposed.)
 - b. Auburn prohibited unofficial visits in men's basketball for 19 weeks during the 2017-18 academic year. (Self-imposed.)
 - c. Auburn prohibited telephonic recruiting communication in men's basketball for a 20-week period during the 2017-18 academic year. (Self-imposed.)
 - d. Auburn reduced the number of recruiting person days in men's basketball by 82 during the 2017-18 academic year. (Self-imposed.)

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

6. Show-cause order: The associate head coach engaged in unethical conduct when he accepted bribes in exchange for arranging meetings between student-athletes and financial advisors, knowingly provided impermissible inducements and benefits to student-athletes and their families and failed to cooperate with the enforcement staff's investigation. His conduct also violated NCAA legislation prohibiting athletics staff members from representing individuals in marketing their athletics ability or reputation. Therefore, the associate head coach shall be subject to a 10-year show-cause order from December 10, 2021, through December 9, 2031. Pursuant to COI IOP 5-15-3-1, if the associate head coach seeks employment or affiliation with any athletically related position at an NCAA member institution during the 10-year show-cause period, any employing institution shall be required to contact the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why restrictions on all athletically related activity should not apply.

³⁴ The fine from the program budget must be calculated in accordance with COI IOPs 5-15-4 and 5-15-4-1. The institution proposed a fine of \$5,000 plus one percent of the budget for the men's basketball program. However, the minimum penalty for a Level I-Aggravated case is \$5,000 plus three percent of the involved sport program budget. Therefore, the panel accepts Auburn's self-imposed penalty but raises it to meet the minimum for Level I-Aggravated cases.

³⁵ The panel accepted the institution's self-imposed recruiting restrictions and prescribed additional restrictions as necessary to reach the bottom of the range for Level I-Aggravated violations pursuant to the Figure 19-1 penalty guidelines.

Although each case is unique, the show-cause order is consistent with those prescribed in previous SDNY-related cases involving Level I-Aggravated violations. *See OSU* (prescribing a 10-year show-cause order for the Level I-Aggravated violations of the former head men's basketball coach relate to the SDNY bribery scheme); *see also South Carolina* and *Alabama*.

Core Penalties for Level I-Mitigated Violations (Bylaw 19.9.5)

7. Show-cause order: The assistant coach failed to cooperate when he refused multiple interview requests from the enforcement staff to address information provided by the nonscholastic coach. Therefore, the assistant coach shall be subject to a one-year show-cause order from December 10, 2021, through December 9, 2022. Pursuant to COI IOP 5-15-3-1, if the assistant coach seeks employment or affiliation with any athletically related position at an NCAA member institution during the one-year show-cause period, any employing institution shall be required to contact the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why restrictions on all athletically related activity should not apply.

Guidance on Level I-Mitigated cases is limited. Therefore, the panel reviewed past Level I-Standard cases when prescribing an appropriate show-cause order for the assistant coach. *See Mississippi* (prescribing a two-year show-cause order to an assistant coach who committed Level I-Standard recruiting inducement, benefit and contact violations) and *University of South Florida (2017)* (prescribing a two-year show-cause order for the Level I-Standard violations of the assistant men's basketball coach who knowingly provided and arranged for multiple prospects to receive recruiting inducements and engaged in unethical conduct). In light of available guidance and consistent with the ranges established by Figure 19-1, the panel prescribes a one-year show-cause order.

8. Head coach restriction: The head coach violated Bylaw 11 head coach responsibility legislation when he failed to adequately monitor the activities of the associate head coach and promote an atmosphere of compliance. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, the head coach shall be suspended from two men's basketball contests during the 2021-22 season immediately following the release of this decision. The provisions of this suspension require that the head coach not be present in the facility where the contests are played and have no contact or communication with men's basketball coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of each contest and ends at 11:59 p.m. on those days. During that period, the head coach may not participate in any coaching activities including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which the head coach is suspended shall not count toward the head coach's career coaching record.
9. Although each case is unique, this suspension is consistent with the COI's recent penalty to address a head coach's Level I-Mitigated violation. *See Mississippi* (prescribing a suspension

from two conference games for the head football coach who failed to monitor the activities of a former operations director, a member of his staff who reported to him).³⁶

Additional Penalties for Level I-Aggravated Violations (Bylaw 19.9.7)

10. Public reprimand and censure through the release of the public infractions decision.
11. Vacation of Team and Individual Records: Auburn acknowledged that two men's basketball student-athletes competed while ineligible as a result of the impermissible inducements and/or benefits provided by associate head coach. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and COI IOP 5-15-7, Auburn shall vacate all regular season and conference tournament wins, records and participation in which ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, Auburn's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, Auburn's records regarding its men's basketball program, as well as the records of its head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media, plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the institution's media relations 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 written report will be maintained in the permanent files of the NCAA Media Coordination and Statistics office. This written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution

³⁶ Although cases decided under the former penalty structure carry little if any weight, the panel notes that the penalty is similar to past suspensions prescribed by Bylaw 11.1.1.1 violations under the former penalty structure. *See Louisville; Syracuse; Saint Mary's College of California* (2013); and *University of Connecticut* (2011).

appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the OCOI at the same time.

12. During the period of probation, Auburn shall:

- a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting.
- b. Submit a preliminary report to the OCOI by January 31, 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 October 31 during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to staff interaction with agents and advisors.
- d. Inform prospects in the men's basketball program in writing that Auburn 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.
- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport program and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for the men's basketball program. 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.

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

The COI advises Auburn, the associate head coach, the assistant coach and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Auburn 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 Auburn does not comply or commits additional violations. Likewise, any action by Auburn, the associate head coach, the assistant coach or the head coach 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

Carol Cartwright

Rich Ensor

Jason Leonard

Steve Madva

Vince Nicastro, chief hearing officer

Jill Redmond

Sankar Suryanarayan

APPENDIX ONE

**AUBURN'S CORRECTIVE ACTIONS IDENTIFIED IN ITS RESPONSE TO THE
NOTICE OF ALLEGATIONS**

1. An immediate suspension of the associate head coach without pay within hours of his September 2017 arrest and termination shortly thereafter.
2. An affirmative withholding of then-student-athletes (student-athlete 1 and student-athlete 2) from any competition until the investigation into their eligibility could be completed and, ultimately, restored more than a year later.

APPENDIX TWO
Bylaw Citations

Division I 2014-15 Manual

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

10.1 Unethical Conduct.

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

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

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

13.2 Offers and Inducements.

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 a prospective student-athlete or his or her relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her relatives or friends is not a violation of NCAA legislation if it is determined 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.

13.2.1.1 Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (b) Gift of clothing or equipment;
- (e) Cash or like items.

Division I 2015-16 Manual

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

10.1 Unethical Conduct.

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

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

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

13.2 Offers and Inducements.

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 a prospective student-athlete or his or her relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her relatives or friends is not a violation of NCAA legislation if it is determined 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.

13.2.1.1 Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (b) Gift of clothing or equipment;
- (e) Cash or like items.

Division I 2016-17 Manual

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a

whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

10.1 Unethical Conduct.

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

- (b) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;
- (d) Receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor (e.g., "runner").

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

11.1.3 Representing Individuals in Marketing Athletics Ability/Reputation. Staff members of the athletics department of a member institution shall not represent, directly or indirectly, any individual in the marketing of athletics ability or reputation to an agent, a professional sports team or a professional sports organization, including receiving compensation for arranging commercial endorsements or personal appearances for former student-athletes, except as specified in Bylaw 11.1.3.1, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

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

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

13.2 Offers and Inducements.

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 a prospective student-athlete or his or her relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her relatives or friends is not a violation of NCAA legislation if it is determined 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.

13.2.1.1 Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (b) Gift of clothing or equipment;
- (e) Cash or like items.

16.8 Expenses Provided by the Institution for Practice and Competition.

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 Nonpermissible.

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

Division I 2017-18 Manual

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;
- (d) Receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor (e.g., "runner").

11.1.3 Representing Individuals in Marketing Athletics Ability/Reputation. Staff members of the athletics department of a member institution shall not represent, directly or indirectly, any individual in the marketing of athletics ability or reputation to an agent, a professional sports team or a professional sports organization, including receiving compensation for arranging commercial

endorsements or personal appearances for former student-athletes, except as specified in Bylaw 11.1.3.1, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

12.11 Ineligibility.

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

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

16.8 Expenses Provided by the Institution for Practice and Competition.

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 Nonpermissible.

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

Division I 2018-19 Manual

10.1 Unethical Conduct.

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

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

19.2.3 Responsibility to Cooperate. Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. Current and

former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof.

Division I 2019-20 Manual

10.1 Unethical Conduct.

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

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

19.2.3 Responsibility to Cooperate. Institutions, current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals Committee to further the objectives of the Association and its infractions program, including the independent accountability resolution process. Full cooperation includes, but is not limited to:

- (a) Affirmatively reporting instances of noncompliance to the Association in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
- (b) Timely participation in interviews and providing complete and truthful responses;
- (c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
- (d) Disclosing and providing access to all electronic devices used in any way for business purposes;
- (e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation;
- (f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions; and
- (g) Instructing legal counsel and/or other representatives to also cooperate fully.

Division I 2020-21 Manual

19.2.3 Responsibility to Cooperate. Current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals

Committee to further the objectives of the Association and its infractions program, including the independent accountability resolution process. Full cooperation includes, but is not limited to:

- (b) Timely participation in interviews and providing complete and truthful responses.