

NEGOTIATED RESOLUTION¹

University of Pennsylvania – Case No. 00956

February 26, 2020

I. CASE SYNOPSIS

The institution and NCAA enforcement staff agree that from May 2013 through March 2015, the former head men's basketball coach (head coach) violated NCAA ethical conduct legislation when he impermissibly accepted at least \$250,000 in supplemental income in the form of cash, wire transfers and other benefits from the father (prospect's father) of a then basketball prospective student-athlete (prospect) to train, recruit and place the prospect on the recruited student-athlete list to increase his likelihood of admission to the university. The head coach did not disclose these payments as outside income to the institution. Additionally, in carrying out the arrangement, the head coach committed numerous impermissible recruiting communications, contacts and tryout violations. The institution and enforcement staff further agree that the head coach is presumed responsible for the violations and did not rebut the presumption of responsibility, as he was personally involved in the violations. Finally, the head coach failed to cooperate with the institution and enforcement staff when he refused to participate in an interview.

The case originated through the institution's receipt of a third superseding indictment in a federal criminal case.² On July 19, 2018, the institution received the indictment, which identified Coach #2, recognizable from the description as the head coach, as allegedly accepting bribes in the form of cash and other benefits from the prospect's father for the head coach to recruit and place the prospect on the recruited student-athlete list for admissions purposes. While the prospect played high school basketball and was a basketball prospective student-athlete, the head coach testified at the prospect's father's trial that the prospect was not good enough to play collegiately at the institution and the true purpose of the arrangement was to increase the prospect's likelihood of being admitted to the institution.³ The prospect had a strong academic background, but placing him on the men's basketball recruit list enhanced his chances for admission. As a member of the Ivy League, the university does not offer athletics aid, so the head coach's placement of the prospect on this list did not affect financial aid.

¹ In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-9-1-2. These modifications did not affect the substance of the agreement.

² The prospect's father was indicted on numerous counts of defrauding the Medicaid/Medicare program of the U.S. Department of Health and Human Services and the state of Florida.

³ Pursuant to NCAA Bylaw 19.7.8.3.1, the hearing panel may consider the evidence submitted and the head coach's positions taken from his testimony in the federal criminal case.

On October 3, 2018, the head coach pled guilty to one count of money laundering in connection with the activities cited in the third superseding indictment.⁴ The institution began discussions with the enforcement staff regarding likely violations shortly after learning of the third superseding indictment and initiated an internal investigation in July 2018. Following the investigation, the institution self-reported potential violations to the enforcement staff on January 14, 2019, after which the institution and enforcement staff commenced a collaborative investigation.

The head coach was the institution's head men's basketball coach from December 2009 through March 2015. The head coach recruited the prospect for enrollment in the fall of 2015, but the head coach resigned prior to his arrival on campus. The new head men's basketball coach indicated that the prospect would need to go through a formal tryout for the team. In the early fall of 2015, the prospect tried out and was offered the option to play on the junior varsity team. He declined and did not participate further with the men's basketball program.

The cooperative investigation substantiated the violations initially reported by the institution and revealed additional supplemental income and impermissible recruiting communication, contact and tryout violations, in part through the head coach's testimony as a government witness in the trial in the federal criminal case on March 8 and 12, 2019. During his testimony, the head coach stated that he met the prospect's father through a mutual friend, who was training the prospect.⁵ At their first meeting, the prospect's father discussed his and his son's dream to play Division I basketball and attend the institution's business school. At this time, the prospect's father indicated to the head coach that if he assisted with making his son's dream a reality then they would be "family for life," which the head coach took to mean that the prospect's father would take care of him as well.

The head coach testified that he accepted money and other benefits totaling over \$300,000 from the prospect's father in return for assisting his son's admittance into the institution.⁶ Specifically, from June through August 2013, the head coach received three payments totaling \$22,500 in cash from the prospect's father; from September 2013 through August 2014, the head coach received eight cash payments totaling \$71,500 and two wire transfers totaling \$33,000; and from September 2014 through March 2015, the head coach received seven wire transfers totaling

⁴ In the Stipulated Factual Basis in support of the head coach's guilty plea, the head coach acknowledged that on or about December 1, 2014, he received \$18,000 via wire from the prospect's father and knew that these funds were proceeds of a specified unlawful activity because at the time of receiving the payment the head coach was employed by the institution, and owed the institution a duty of honest services, and that these payments were agreed to and accepted in exchange for the head coach improperly using his position to recommend the prospect be admitted to the institution.

⁵ The head coach and an assistant coach for a professional basketball team were former teammates when they played basketball professionally in Europe.

⁶ The head coach received \$71,000 in payments from the prospect's father from April through September 2015, after he resigned from the institution. The figures listed in Agreed-Upon Finding of Fact No. 1-(c) only include those payments the head coach received while employed at the institution.

\$116,000. Additionally, the head coach testified to receiving at least four shipments of shoes and one set of concert tickets in furtherance of the scheme. The head coach stated that he did not report any of these payments or benefits as outside income to the institution or his supervisors on or before September 1 when his outside income forms were due to the institution.

The head coach testified that he committed multiple recruiting violations while carrying out this arrangement. The prospect's father provided the head coach airfare to and from Philadelphia, local transportation while in the Miami area, and lodging and meal expenses at a hotel for each trip, and did not report or submit any of these expenses for reimbursement.⁷ Further, the head coach indicated that on each trip he either evaluated or trained the prospect and had impermissible contact with both the prospect and his father. The head coach testified that he also had impermissible contact with the prospect's father in Las Vegas during the July 2014 evaluation period. Additionally, exhibits entered into evidence at trial showed that the head coach exchanged at least 24 impermissible text messages and had one impermissible phone call with the prospect and his father prior to June 15, 2013, the summer before the prospect' junior year in high school. The head coach testified that he knew his actions were impermissible, but he did not report any of this recruiting activity to the institution because he wanted to maintain the secrecy of his arrangement with the prospect's father.

The head coach is a nonparticipating involved individual and did not respond to multiple requests to participate in an interview with the institution and the enforcement staff when requested in October 2018 and April through June 2019. As a result, and pursuant to Bylaw 19.2.3.2.2, the hearing panel may view the refusal to interview as an admission by the head coach that the violations occurred. The enforcement staff notified the head coach through his agent and counsel on September 13, 2019, of the allegations involving him, including a post-separation notice of allegations for his noncooperation in the interview. The enforcement staff gave the head coach a September 20, 2019, deadline to respond and indicate whether he intended to participate in this infractions case. The head coach never responded. During his testimony in the federal criminal case, the head coach repeatedly indicated that he committed numerous NCAA violations and reported facts consistent with the allegations.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 11.3.2.2, 13.1.1.1, 13.1.1.1.1, 13.11.1 and 13.14.1 (2012-13 through 2014-15); 13.1.3.1, 13.1.3.1.3 and 13.4.1 (2012-13); and 11.2.2 (2012-13 and 2013-14)] (Level I)

⁷ While no value for airfare or local transportation was provided in the head coach's testimony, court documents indicate that the head coach received \$10,792 worth of lodging and meal expenses for his stays at the hotel.

The institution and enforcement staff agree that from April 2013 through March 2015, the head coach violated the NCAA principles of ethical conduct when he failed to deport himself in accordance with the generally recognized high standards of honesty and sportsmanship normally associated with the conduct and administration of intercollegiate athletics by knowingly accepting supplemental pay in the form of cash and other benefits from the prospect's father to train, recruit and increase the likelihood of admission to the university for the prospect as a recruited men's basketball player. Further, the head coach's actions resulted in multiple recruiting contact and tryout violations. Additionally, the head coach did not report any of these payments as athletically related income while employed at the institution or deposit any funds with the institution to cover these recruiting costs. Specifically:

- a. From April 29 through June 14, 2013, the head coach violated recruiting communication legislation by sending at least 24 impermissible text messages and placing at least one impermissible telephone call to the prospect's father or the prospect, who had not concluded his sophomore year of high school. [Bylaws 13.1.3.1, 13.1.3.1.3 and 13.4.1 (2012-13)]
 - b. From at least May 2013 through December 2014, the head coach conducted or watched at least 13 impermissible tryouts, and had impermissible recruiting contacts on at least 14 occasions with the prospect and his family. [Bylaws 13.1.1.1, 13.1.1.1.1 and 13.11.1 (2012-13 through 2014-15)]
 - c. From May 2013 through March 2015, the head coach violated the NCAA principles of ethical conduct when he accepted at least \$258,792 in supplemental income from the prospect's father in the form of (1) payments totaling \$248,000 in cash and wire transfers, (2) lodging and meal expenses totaling \$10,792 to recruit and train the prospect, (3) commercial and charter airfare between Philadelphia and Miami on at least 11 occasions, (4) at least four shipments of shoes and (5) one set of concert tickets. Additionally, the head coach did not report any of these payments or benefits as athletically related income while employed at the institution or deposit the funds used to recruit the prospect with the institution. [Bylaws 10.01.1, 10.1, 11.3.2.2 and 13.14.1 (2012-13 through 2014-15) and 11.2.2 (2012-13 and 2013-14)]
2. [NCAA Division I Manual Bylaws 11.1.2.1 (2012-13) and 11.1.1.1 (2013-14 and 2014-15)] (Level I)

The institution and enforcement staff agree that from at least April 2013 through March 2015, the head coach is presumed responsible for the violations outlined in Finding of Fact No. 1 and did not rebut that presumption. Specifically, the head coach did not demonstrate that he promoted an atmosphere for compliance within the men's basketball program due to his personal involvement in the violations.

B. Post-separation findings of fact, violations of NCAA legislation and violation levels.⁸

[NCAA Division I Manual Bylaws 10.1, 10.1-(a) and 19.2.3 (2018-19 and 2019-20)]
(Level I)

It is uncontested that from October 2018, which was after his employment with the institution ceased, and continuing to the present, the head coach failed to cooperate with the institution and enforcement staff when he refused to participate in an interview and provide information relevant to an investigation of possible violations. Specifically, the institution and enforcement staff made several attempts to secure the head coach's participation in an NCAA interview through multiple phone calls, emails and letters to the head coach's representatives; yet, the head coach refused to participate.

C. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.5.12.1.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I–Mitigated for the institution because the violations involve the head coach deliberately concealing conduct in which he used his position to influence the admissions process for his personal financial gain and not to provide a recruiting or competitive advantage to the institution or the men's basketball program. The head coach's overall processing level for his uncontested violations are classified as Level I–Aggravated because the violations include unethical conduct that shows a reckless indifference to NCAA legislation and seriously undermines or threatens the integrity of the NCAA Collegiate Model.

Institution:

1. Aggravating factors (Bylaw 19.9.3).
 - a. Multiple Level I violations by the institution. [Bylaw 19.9.3-(a)]
 - b. Persons of authority (the head coach) condoned, participated in or negligently disregarded the violation or related wrongful conduct. [Bylaw 19.9.3-(h)]
2. Mitigating factors (Bylaw 19.9.4).
 - a. Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures (including those listed in the Appendix). [Bylaw 19.9.4-(b)]

⁸ The post-separation violations occurred while the head coach, who is not participating in the case, was not employed at the institution and do not attach to the institution.

- b. Affirmative steps to expedite final resolution of the matter. [Bylaw 19.9.4-(c)]
- c. An established history of self-reporting Level III or secondary violations. [Bylaw 19.9.4-(d)]
- d. The absence of prior conclusions of Level I, Level II or major violations committed by the institution. [Bylaw 19.9.4-(h)]

The Head Coach:

1. Aggravating factors (Bylaw 19.9.3).
 - a. Multiple Level I violations by the involved individual. [Bylaw 19.9.3-(a)]
 - b. Unethical conduct and failing to cooperate during an investigation. [Bylaw 19.9.3-(e)].
 - c. Persons of authority (the head coach) condoned, participated in or negligently disregarded the violation or related wrongful conduct. [Bylaw 19.9.3-(h)]
 - d. Conduct or circumstances demonstrating an abuse of a position of trust. [Bylaw 19.9.3-(j)]
 - e. Conduct intended to generate pecuniary gain for the involved individual. [Bylaw 19.9.3-(l)]
 - f. Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [Bylaw 19.9.3-(m)]
2. Mitigating factor (Bylaw 19.9.4).

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

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

The institution and enforcement staff agree that a proposed finding of fact for failure to monitor or lack of institutional control is not appropriate given the facts at hand. The institution monitored recruiting travel and activities of its coaching staff members and required all to complete outside income verification documentation. The head coach never included any contacts or evaluations of the prospect, any recruiting or travel information related to his trips to South Florida or the payments received from the prospect's father on his outside income forms. He did not coordinate these trips with any university trips. The head coach's testimony, as well as the evidence presented at trial, show that the head coach acted to keep his arrangement with the prospect's father concealed, especially from his superiors at the institution. Additionally, all former men's basketball staff members and athletics administrators indicated that the head coach never discussed any of his trips to Miami or the prospect, other than to remind them that he was in the incoming class of recruits.

Further, the university's athletics department and admissions office did not deviate from the institutional admissions process in that the prospect had sufficient academic credentials to be admitted into the university with the support of the head coach.⁹

V. PARTIES' AGREED-UPON PENALTIES

All penalties agreed upon in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

Pursuant to Bylaw 19.5.12.1.3-(e), the parties agree to the following penalties:

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

1. Probation: Two years of probation from February 26, 2020, through February 25, 2022.
2. Financial penalty: The institution shall pay a fine of \$5,000 to the NCAA.
3. Recruiting communication: The institution shall impose a three-week ban on all recruiting communications for men's basketball from May 10 through May 20, 2020, and May 31 through June 10, 2020.
4. Recruiting restrictions: The institution shall reduce its men's basketball program's recruiting-person days for the 2019-20 academic year by seven.

⁹ The prospect graduated from the Wharton School at Pennsylvania in 2019.

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

5. Show-cause order: The head coach engaged in unethical conduct when he knowingly accepted supplemental pay to train, recruit and increase the likelihood of admission to the university for the prospect and did not report that income to the institution. These actions also resulted in multiple recruiting contact and tryout violations. Additionally, he failed in his duty to promote an atmosphere of compliance based on his personal involvement in the violations. Based on the nature of the violations coupled with the post-separation failure to cooperate violation, the head coach shall be subject to a 15-year show-cause order pursuant to Bylaw 19.9.5.4. The show-cause period shall run from February 26, 2020, to February 25, 2035.¹⁰ Pursuant to COI IOP 5-15-3-1, if the head coach seeks employment or affiliation with any athletically related position at an NCAA member institution during the 15-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.
6. Head coach restriction: The head coach violated Bylaw 11 head coach responsibility legislation when he failed to promote an atmosphere of compliance in his program. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, as a result of the head coach's Bylaw 11.1.1.1 violation, in the year following the expiration of the show-cause period, any member institution employing the head coach shall suspend him for the first 50 percent of the season's contests if he is employed as a coach. The provisions of the suspension require that the head coach not be present in the facility where the contests are played and have no contact or communications with members of the men's basketball coaching staff and student-athletes during the suspension dates. The prohibition includes all coaching activities for the period of time which begins at 12:01 a.m. the day of the contest and ends at 11:59 p.m. that day. 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 in the head coach's career coaching record.

Additional Penalties for Level I–Mitigated Violations (Bylaw 19.9.7)

7. Public reprimand and censure.
8. During the period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive compliance and educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics

¹⁰ Periods of show-cause orders always commence with the release of the infractions decision.

- department personnel and all institution staff members with responsibility for NCAA recruiting and certification legislation;
- b. Submit a preliminary report to the OCOI by April 15, 2020, 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 December 30 during each year of probation. Particular emphasis shall be placed on the institution's compliance measures taken to ensure adherence with NCAA rules education related to recruiting, ethical conduct and head coach responsibility;
 - d. Inform prospects in the men's basketball program in writing that the institution is on probation for two years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before the prospect signs a National Letter of Intent; and
 - e. Publicize specific and understandable information concerning the nature of the violations by providing, at a minimum, a statement to include the types of violations and the involved sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides of the involved sports programs. The institution's statement must: (i) clearly describe the violations; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
9. Following the receipt of the final compliance report and prior to the conclusion of probation, Pennsylvania's president shall provide a letter to the COI affirming that Pennsylvania's current athletics policies and practices conform to all requirements of NCAA regulations.

VI. PARTIES TO THE CASE

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

The institution and enforcement staff.

B. Not in agreement with the negotiated resolution.

None.

C. Not participating in the case.

The head coach.

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.5, and a hearing panel will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.1, the violations identified in this agreement should be classified as Level I–Mitigated for the institution.

If a hearing panel approves the negotiated resolution, the institution agrees that it will take every precaution to ensure that the terms of the penalties are observed. The institution acknowledges that it has or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The OCOI will monitor the penalties during their effective periods. Any action by the institution contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

The parties acknowledge that this negotiated resolution may be voidable by the COI if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based. Additionally, the parties acknowledge that this negotiated resolution will not be binding if the case is referred to the independent accountability resolution process (Bylaw 19.11).

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 19.6) or notice of allegations (Bylaw 19.7) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

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

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 19.5.12, the hearing panel approves the parties' negotiated resolution agreement. The hearing panel's review of this agreement is limited. Hearing panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.5.12.2. In this case, the hearing panel determines that the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the participating parties classified this case as Level I-Mitigated for Pennsylvania and Level I-Aggravated for the head coach's violations. The agreed-upon penalties align with the ranges identified for core penalties for Level I-Mitigated and Level I-Aggravated violations in Figure 19-1 and Bylaw 19.9.5 and with the additional penalties available under Bylaw 19.9.7. Pursuant to Bylaw 19.5.12.4, this negotiated resolution has no precedential value.

The COI advises Pennsylvania and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution or 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, Chief Hearing Officer
Kay Norton
Joe Novak

APPENDIX

UNIVERSITY OF PENNSYLVANIA'S CORRECTIVE ACTIONS

The institution reports the following actions, many of which were begun prior to its learning of the violations in this case, but which nevertheless respond to certain of the concerns raised by the violations identified in the investigation.

Shortly after her arrival, in the summer of 2014, the current director of athletics identified a number of improvements that could be made with respect to institutional compliance. These included improvements with respect to staffing, structure, and systems, as explained in further detail below.

1. Staffing.

As of the summer of 2014, institutional compliance was delegated to an assistant director of athletics (full-time, exempt) and compliance coordinator (hourly paid). Pennsylvania athletics sought additional funding from the institution for employees with compliance responsibility, gaining approval in the winter of 2015. Beginning the summer of 2015, Pennsylvania athletics hired a new senior associate director of athletics with oversight responsibility for compliance and student development; this individual joined the athletics director's leadership team. In addition, Pennsylvania athletics upgraded the compliance coordinator position to director of compliance. Current staffing comprises an assistant director of athletics of compliance and an assistant director of compliance, both full-time, exempt positions. The assistant director of athletics reports to a senior associate director of athletics for governance and administration.

2. Structure.

In the summer of 2019, the Ivy League conducted a compliance audit at the institution, following which the Ivy League made recommendations regarding compliance oversight. The Ivy League first recommended that the department continue with its reporting structure that facilitated involvement of compliance in senior-level decision-making in the department. Second, the Ivy League recommended adding an additional reporting line from the compliance office outside the department. The existing department reporting structure addressed the Ivy League's first recommendation and, in response to the second recommendation, the department established indirect ("dotted line") reporting from compliance to the office of the general counsel.

3. Systems.

The institution has taken a number of steps to strengthen its compliance policies and practices and to deter any further potential abuse of authority or responsibility for personal gain.

- a. After the institution learned of the allegations regarding the head coach, Pennsylvania athletics conducted a comprehensive review of all athletically supported admitted student-athletes over the past 10 years to determine if any other individual case appeared to be an abuse of process (for personal gain or otherwise). This comprehensive review did not uncover any other case suggesting abuse of process.
- b. During the 2016-17 academic year (i.e., two academic years after the occurrence of the violations, and two years before their discovery), Pennsylvania athletics adopted new software that enables Pennsylvania athletics administration to monitor directly all recruiting activity (as well as practice and competition activity, roster management, and complimentary admissions).
- c. Pennsylvania athletics' compliance office introduced monthly rules education programming for coaches in the 2015-16 academic year and monthly newsletters in the 2017-18 academic year. In addition, the compliance office meets twice annually with each team to review compliance and rules.
- d. In 2018, the office of the director of compliance completed a new compliance manual for Pennsylvania athletics administrators and coaches.
- e. From the 2018 academic year, the compliance office ensures that every coach completes and executes for retention a report of outside income and benefits.
- f. In the summer of 2019, Pennsylvania athletics and the institution's office of admissions codified an updated, written prospective student-athlete and coach-support protocol establishing enhanced accountability for coaches recruiting prospective student-athletes as well as introducing multiple levels of audit, all designed to deter and uncover any potential future abuse of process. This process is summarized in the document attached as Exhibit A-1.¹¹ Among other things, it provides that coaches must attest to recruits' athletic ability and establish ability on record, through documentation of accomplishment at previous competitive levels.

¹¹ The hearing panel notes that Exhibit A-1 is not part of the approved negotiated resolution agreement.