

## NEGOTIATED RESOLUTION

University of Central Florida – Case No. 00929

July 19, 2019

### **I. Case Synopsis**

#### Overview and origin of case.

The institution, the then head women's cross country and head women's track and field coach (head coach) and NCAA enforcement staff agree that during the 2017 fall semester, the head coach and the then assistant women's cross country coach (assistant coach), impermissibly permitted a prospective student-athlete (prospect) to engage in practice, tryout and team activities with the women's cross country and women's track and field programs. Additionally, the assistant coach provided or arranged for the prospect to receive \$856 in impermissible lodging and transportation. The institution, the head coach and enforcement staff further agree that during the 2017 fall semester, the head coach is presumed responsible for the violations and she did not rebut the presumption of responsibility. The parties agree that the head coach did not demonstrate that she promoted an atmosphere for compliance and failed to monitor the assistant coach.

The violations came to light December 1, 2017, when the prospect approached an institutional athletics academic advisor and requested tutoring for a math placement exam. The academic advisor denied the request because the prospect was not enrolled at the institution. The prospect informed the advisor she was practicing with the track and field team. The advisor notified the compliance staff of the prospect's representation that she practiced with the team. The institution conducted an investigation and self-reported the violations April 5, 2018. In its investigation, the institution secured interviews with the head coach, the assistant coach and the prospect, among others. The institution and enforcement staff conducted a collaborative investigation following the institution's April 5, 2018, self-report.

The cooperative investigation revealed violations prior to the prospect's enrollment. On September 15, 2017, the prospect flew one-way from New York to Orlando for an official visit at the institution. At the conclusion of the visit, the prospect remained in the locale and resided with an aunt who lived in Kissimmee, Florida, approximately 35 miles from the institution. Due to her late recruitment and issues related to her academic record, the prospect could not enroll for the 2017 fall semester. However, the institution admitted the prospect for the 2018 spring semester. The assistant coach told the prospect she could run with his unaffiliated club track team in Orlando until she was enrolled. The assistant coach texted the prospect workouts she could perform on her own at her aunt's house until she could join the on-campus workouts. The assistant coach also included the prospect on team text messages.

On or around October 11, 2017, with the knowledge of when and where team workouts would occur due to the assistant coach's team text messages, the prospect began participating in the institution's cross country team morning workouts. The assistant coach stated in his interview with the institution he included the prospect on team group text messages so she could complete the workouts as a member of his unaffiliated track club. From October 11 through December 1, 2017, the

prospect continued to attend morning workouts with the assistant coach and the institution's cross country student-athletes. During this time, the prospect also occasionally attended weekly team meetings.

The head coach told the enforcement staff she was aware the prospect was practicing with the distance runners at the morning workouts supervised by the assistant coach, but believed the prospect was working out as a member of the assistant coach's track club team.<sup>1</sup> The head coach, however, never followed up with the assistant coach to inquire as to whether the prospect ever officially joined the club team. The assistant coach and the head coach allowed the prospect to participate in the workouts despite the athletics compliance office staff telling them on multiple occasions she could not participate in team workouts while residing at her aunt's home in Kissimmee.<sup>2</sup> The head coach acknowledges as part of this negotiated resolution agreement that she did not promote compliance or monitor the assistant coach's workouts with the prospect. The head coach agrees this constitutes a violation of head coach responsibility legislation. The head coach also acknowledges allowing the prospect to participate in an intra-squad meet when she was not enrolled at the institution. The head coach accepts responsibility for this violation and agrees it further demonstrates she did not promote compliance as it related to head coach responsibility.

Shortly after the prospect began practicing with the institution's team, the assistant coach asked another cross country student-athlete if the prospect could stay with her in her on-campus housing. The student-athlete agreed. As a result, the prospect stayed in on-campus housing on at least 28 occasions, free of charge. Further, the prospect did not have a car and, on six occasions, the assistant coach drove her to a restaurant to meet her aunt for dinner.<sup>3</sup> The monetary value of the impermissible lodging totaled \$845 and the local transportation totaled \$11.<sup>4</sup>

The institution declared the prospect ineligible and she went through the student-athlete reinstatement process. However, the prospect never competed for the institution and she is currently not enrolled at the institution.

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<sup>1</sup> The head coach was responsible for coaching the institution's sprinters who practiced at a different time and different location than the distance runners.

<sup>2</sup> On September 27, 2018, the coaching staff asked the assistant director of compliance if the prospect could work out with the team over winter break. The assistant director of compliance said that the prospect could participate when they reported back for the spring semester. On this same day, the coaching staff then asked the assistant director of athletics for compliance what activities the prospect could participate in during the fall semester. The assistant director of athletics for compliance told the staff the prospect could not do anything with the team. On September 29, 2018, the head coach asked the assistant director of compliance if the prospect could travel with the team and the assistant director of compliance reiterated the prospect could not participate in any team activities before she was an enrolled student. On October 19, 2018, the assistant director of compliance met with the head coach and informed her that an active roster could only have currently enrolled students.

<sup>3</sup> The prospect's aunt paid for the meals.

<sup>4</sup> The institution used the standard nightly rental rate of \$30.18 x 28 nights. The institution calculated the transportation costs using the institutional mileage rate of .445. The six rides totaled 24 miles.

The assistant coach is a non-participating involved individual and refused to participate in an interview with the enforcement staff in September and October 2018. As a result, and pursuant to NCAA Bylaw 19.2.3.2, the hearing panel of the NCAA Division I Committee on Infractions may view the refusal to interview as an admission by the assistant coach that the violations occurred. The enforcement staff notified the assistant coach December 11, 2018, of the allegations involving him, including a post-separation notice of allegations for his non-cooperation in the interview. The enforcement staff gave the assistant coach a January 3, 2019, deadline to respond and indicate whether he intended to participate in the processing of this infractions case. The assistant coach never responded. While the assistant coach interviewed with the institution during its investigation, he refused to interview with the enforcement staff. Additionally, the assistant coach informed the enforcement staff that he will not participate in the processing of this case.<sup>5</sup> In his interview with the institution, the assistant coach reported facts consistent with the allegations. In addition to being named in the Level II violations in Agreed-Upon Finding of Fact No. 1, the assistant coach is accountable for not cooperating with the NCAA investigation.

## **II. Agreed-Upon NCAA Violations, Levels and Factual Basis**

### **A. Agreed-Upon Finding of Fact No. 1, Violation Level and Narrative – [NCAA Division I Manual Bylaws 13.2.1, 13.2.1-(h), 13.5.1, 13.11.1, and 14.2.1 (2017-18)] (Level II)**

The institution, the head coach, and enforcement staff agree that during the 2017 fall semester, the head coach and the assistant coach impermissibly permitted the prospect to engage in practice, tryout and team activities with the women's cross country and women's track and field programs. Additionally, the assistant coach arranged or provided the prospect \$853 in impermissible lodging and transportation. Specifically:

1. From October 11 through December 1, 2017, the assistant coach directed and allowed the prospect to participate in at least 32 cross country practices with the institution's women's cross country program prior to the prospect's full-time enrollment at the institution. Additionally, the head coach allowed the prospect to compete in an intra-squad meet. The head coach occasionally observed the prospect's presence immediately after the assistant coach's cross country practices, but mistakenly believed she was eligible to be on and practice with the assistant coach's club team. Finally, the head coach and the assistant coach allowed the prospect to attend team meetings. These activities took place prior to the prospect's full-time enrollment at the institution and occurred despite the coaches having been informed by the institution's compliance department that the prospect was

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<sup>5</sup> In a September 28, 2018, email to the enforcement staff, the assistant coach stated he did not wish to participate in the investigative process. The assistant coach wrote in his September 8 email to the enforcement staff, "I've decided I want to break the rear view mirror when it comes to the interview. I've talked with my friend and ex boss and from our conversation I've decided not to look back. Thank you and all the best!" The enforcement staff requested an interview in writing on three subsequent occasions: October 5, October 30, and November 7. The assistant coach never responded. The head coach told the enforcement staff in her interview that the assistant coach is no longer coaching and is in the trucking industry.

ineligible to participate in practice activities. The prospect's participation in practice would be considered a physical activity where she demonstrated her athletics ability and would therefore be considered impermissible try-out activities. [NCAA Bylaws 13.11.1, 14.2.1 (2017-18)]

2. From October 11 through December 1, 2017, the assistant coach arranged for a women's cross country student-athlete to provide lodging for the prospect prior to her initial enrollment at the institution. As a result, the prospect stayed in on-campus housing on at least 28 occasions, free of charge. The monetary value of the impermissible lodging totaled \$845. [NCAA Bylaws 13.2.1 and 13.2.1-(h) (2017-18)]
3. From October 11 through December 1, 2017, the assistant coach transported the prospect on at least five occasions to restaurants in the institution's locale. The monetary value of this benefit totaled \$11. [NCAA Bylaws 13.2.1 and 13.5.1 (2017-18)]

**B. Agreed-Upon Finding of Fact No. 2, Violation Level and Narrative** – [NCAA Division I Manual Bylaw 11.1.1.1 (2017-18)] (Level II)

The institution, the head coach and enforcement staff agree that during the fall of 2017, the head coach is presumed responsible for the violations detailed in Agreed-Upon Finding of Fact No. 1 and she did not rebut the presumption of responsibility. The head coach did not demonstrate that she promoted an atmosphere for compliance due to her personal involvement and failed to monitor the assistant coach. Specifically:

1. The head coach was aware that the prospect was in the locale of the campus, yet the head coach failed to promote compliance by inquiring about or monitoring the prospect's lodging and transportation activities. Furthermore, the head coach entered the prospect into an intra-squad meet and was aware of her participation in practices and team meetings but did not prevent or stop these impermissible activities. Bylaw 11.1.1.1 (2017-18)]
2. The head coach failed to monitor the assistant coach relative to his interactions with the prospect, as outlined in Agreed-Upon Finding of Fact No. 1. Bylaw 11.1.1.1 (2017-18)]

**III. Uncontested NCAA Violation, Level and Factual Basis**

**Uncontested Finding of Fact No. 1, Violation Level and Narrative** – [NCAA Division I Manual Bylaws 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 (2017-18 and 2018-19)] (Level I)

It is uncontested that after his employment with the institution ended in the fall of 2017 and continuing to the present, the assistant coach violated the principles of ethical conduct and failed to cooperate when he refused to participate in an interview with the enforcement staff regarding his

knowledge of or involvement in violations of NCAA legislation despite being requested to do so on multiple occasions.

#### **IV. Other NCAA Violations Substantiated, Not Alleged**

None.

#### **V. 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. Considering these factors, the parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II-Mitigated for the institution and Level II-Standard for the head coach. The assistant coach's overall processing level for his uncontested violations are classified Level I-Aggravated.

##### **A. Institution.**

1. Aggravating factors. [Bylaw 19.9.3]
  - a. A history of Level I, Level II or major violations. [Bylaw 19.9.3-(b)]
  - b. Multiple Level II violations. [Bylaw 19.9.3-(g)]
  - c. Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]
2. Mitigating factors. [Bylaw 19.9.4]
  - a. Prompt self-detection and self-disclosure of the violation(s). [Bylaw 19.9.4-(a)]
  - b. Prompt acknowledgement of the violation(s), acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [Bylaw 19.9.4-(b)]
  - c. An established history of self-reporting Level III or secondary violations. [Bylaw 19.9.4-(d)]
  - d. Implementation of a system of compliance methods. [Bylaw 19.9.4-(e)]

**B. Involved individual [the head coach].**

1. Aggravating factors. [Bylaw 19.9.3]
  - a. Multiple Level II violations. [Bylaw 19.9.3-(g)]
  - b. Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]
2. Mitigating factors. [Bylaw 19.9.4]
  - a. Prompt acknowledgement of the violation(s) and acceptance of responsibility. [Bylaw 19.9.4-(b)]
  - b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual. [Bylaw 19.9.4-(h)]

**C. Involved individual [Assistant coach].**

1. Aggravating factors. [Bylaw 19.9.3]
  - a. Multiple Level I violations. [Bylaw 19.9.3-(a)]
  - b. Unethical conduct, failing to cooperate during an investigation. [Bylaw 19.9.3-(e)]
  - c. Multiple Level II violations. [Bylaw 19.9.3-(g)]
  - d. Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]
  - e. Conduct or circumstances demonstrating an abuse of a position of trust. [Bylaw 19.3.3-(j)]
  - 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)]

## **VI. Agreed-Upon Penalties<sup>6</sup>**

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 institution, the head coach and enforcement staff have negotiated this agreement and agreed to the following penalties. The parties agree the penalties outlined below are appropriate and consistent with the penalty matrix of NCAA Article 19, Figure 19-1 and available case precedent. Additionally, the enforcement staff provides the hearing panel for its consideration and inclusion in this infractions case the uncontested violations and proposed penalties for the non-participating assistant coach pursuant to Bylaw 19.5.12.1.1.

### **A. Institution's Core Penalties for Level II – Mitigated Violations. [Bylaw 19.9.5]**

1. Probation: One year of probation from July 19, 2019, through July 18, 2020.
2. Financial penalty: The institution shall pay a fine of \$5,000 to the NCAA.
3. Scholarship reductions: During the 2019-2020 academic year, the institution shall reduce the number of scholarships by 2 percent in women's cross country (the institution will only award 17.64 equivalency prospects that year instead of the legislatively permitted 18 equivalency prospects).
4. Recruiting restrictions: The institution imposed an eight-week ban on all off-campus recruiting for women's cross country between January 3 and March 7, 2018 (self-imposed).

### **B. Institution's Additional Penalties for Level II – Mitigated Violations. [Bylaw 19.9.7]**

1. Public reprimand and censure.
2. During the time of probation, the institution shall:

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<sup>6</sup> In addition to consulting Article 19, Figure 19-1 Penalties Guidelines, the parties also reviewed similar case precedent to ensure consistent assessment of level, classification and penalties for this case. In fashioning the penalties, the enforcement staff reviewed a recent case with a similar set of facts and range of penalties for Level II-mitigated violations. See Ohio State University (2017) (concluding that prospective student-athlete's presence on campus lead to impermissible inducements and impermissible tryouts and constituted a Level II-mitigated violation). The enforcement staff also reviewed additional recent cases for level and classification of penalties. See University of Arizona (2019), East Tennessee State University (2018), University of San Francisco (2018) and University of Utah (2018).

- a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct the 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 office of the committees on infractions (OCOI) by September 1, 2019, 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 June 1 during each year of probation. Particular emphasis shall be placed on monitoring recruiting;
  - d. Inform all prospects in writing that the institution is on probation for one year and detail the violations committed. If a prospective student-athlete takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent; and
  - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions report located on the athletic department's main or "landing" webpage. The information shall also be included in media guides and in an alumni publication. The institution's statement must:
    - i. clearly describe the infractions; ii. include the length of the probationary period associated with the infractions case; and iii. provide a clear indication of what happened in the infractions case. A statement that refers only to the probationary period with nothing more is not sufficient.
3. Prior to the conclusion of probation, the institution's president shall provide a letter to the hearing panel of the committee on infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

**C. Additional Action by Institution.**

Employment separation: The institution separated employment of the head coach, and the assistant coach December 19, 2017.

**D. The Head Coach's Core Penalties for Level II – Standard Violations. [Bylaw 19.9.5]**

1. Show cause order: The head coach will be subject to a one-year show cause order with partial restrictions. This show cause order shall run from July 19, 2019, through July 18, 2020. Any NCAA member institution employing the head coach during this one-year period shall:



- a. Preclude her from on-campus recruiting, including participation in unofficial and official visits from October 1, 2019, through December 1, 2019.
- b. Require her to participate in monthly meetings with the compliance staff, so that the compliance staff can review with the head coach her prior month's recruiting activities and provide her monthly NCAA rules education.
- c. Suspend her from one contest at first available date.

**E. Additional Action by the Head Coach.**

The head coach has not secured employment at an NCAA institution since her separation of employment with the institution December 19, 2017.

**F. Assistant Coach's Core Penalties for Level I – Aggravated Violations. [Bylaw 19.9.5]**

Show cause order: The assistant coach is subject to a five-year show cause order restricting him from all athletically related duties. The show cause shall run from July 19, 2019, to July 18, 2024.

**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 comprised of members of the committee on infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. The parties agree that, pursuant to Bylaw 19.1.1, the violations identified in this agreement should be classified as Level II-Standard for the head coach and Level II-Mitigated for the institution.

If a hearing panel approves the negotiated resolution, the institution and the head coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and the head coach acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The NCAA office of the committees on infractions will monitor the penalties during their effective periods. Any action by the institution or the head coach 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.

### **VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL**

Pursuant to NCAA Bylaw 19.5.12, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interest of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.5.12.2. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classification are appropriate for this process. Further, the participating parties classified this case as Level II-Mitigated for UCF, Level II-Standard for the head coach and Level I-Aggravated for the assistant coach. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated cases, Level II-Standard and Level I-Aggravated violations, in Figure 19-1 and Bylaw 19.9.5 and 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 UCF that it should take every precaution to ensure the terms of the penalties are observed. The COI will monitor the penalties during their effective periods. Any action by UCF 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.

NCAA COMMITTEE ON INFRACTIONS PANEL  
Carol Cartwright  
Kay Norton  
Dave Roberts, Chief Hearing Officer