

## NEGOTIATED RESOLUTION<sup>1</sup>

University of Maryland, College Park – Case No. 00919

June 18, 2019

### I. CASE SYNOPSIS

#### Men's basketball.

The University of Maryland, College Park (Maryland); the then director of player personnel and current assistant men's basketball coach (former director of player personnel); and NCAA enforcement staff agree that from July 2017 through February 2018, the institution's men's basketball program committed violations of countable coach legislation.

The institution hired the former director of player personnel in July 2017 as director of player personnel. His job description detailed his responsibilities as mainly administrative duties such as reviewing academic transcripts, maintaining a recruiting board, assisting with coaching staff travel and supporting student-athlete off-the-court welfare. Upon the former director of player personnel's hire, the compliance office provided education regarding his non-coaching role in a one-on-one meeting and he received further education in this area, along with the rest of the men's basketball staff, on an occasional basis throughout the year.

When a men's basketball student-athlete (student-athlete) reported to campus the summer of 2017 for his freshman year, the former director of player personnel offered to meet individually with him to improve his shot mechanics. The former director of player personnel made this offer without being directed by and without informing the coaching staff or the compliance office. The student-athlete accepted the former director of player personnel's offer and the two worked together on approximately 10 occasions for about 30 to 35 minutes per session. These workouts occurred occasionally until the student-athlete injured his wrist in October 2017. The former director of player personnel reported that he understood coaching the student-athlete was an NCAA violation at the time he offered to assist him. No factual information supports that others, including the head men's basketball coach, were aware the former director of player personnel provided on-court instruction to the student-athletes while in a non-coaching role.

The former director of player personnel also provided scouting reports to the entire men's basketball team during the 2017-18 season at the request of the head men's basketball coach. The former director of player personnel was assigned to analyze game film of approximately one-third of Maryland's opponents. The day before a game featuring one of his assigned opponents, the former director of player personnel spoke to the team in the film room for approximately 15 minutes while an accompanying video presentation played for the team. The same video was shown again the following day, but the presentation was handled by the head men's basketball coach. The former director of player personnel and the head men's basketball coach each reported that they were unaware that this conduct constituted a violation. They understood that on-court coaching by a non-coaching staff member was impermissible, but they did not realize that presenting to student-athletes in the film room was also impermissible.

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<sup>1</sup> In approving this negotiated resolution agreement, the hearing panel made minor modifications to the format, pursuant to Committee on Infractions Internal Operating Procedure (COI IOP 4-9-1-2). These modifications did not alter the substance of the agreement.

All parties agree the head men's basketball coach rebutted the presumption of responsibility for the violations detailed in the agreed-upon finding of fact. In reaching this agreement, the parties relied upon the following factors:

- The head men's basketball coach and his staff regularly communicated with compliance regarding the restricted duties of non-coaching staff members.
- The former director of player personnel knew coaching the student-athletes was an NCAA violation and his coaching of the student-athlete occurred only outside of regular team practices and after the head men's basketball coach and the rest of the coaching staff had left the facility in the evenings.
- Both the former director of player personnel and the student-athlete stated during interviews that they did not mention the former director of player personnel coaching the student-athlete to the head men's basketball coach or other members of the men's basketball staff.
- The head men's basketball coach reported he routinely reinforced the compliance staff's education regarding permissible duties of non-coaching staff members with the men's basketball staff.
- The head men's basketball coach reported he strictly enforced non-coaching staff members refraining from involvement in on-court coaching activities and shared an example of making sure a film staff member did not step into a drill when there was a need for involvement from another staff member.
- The head men's basketball coach reported that he did not understand that the former director of player personnel's involvement in delivering scouting reports to student-athletes was a violation.
- The head men's basketball coach's personal involvement in the violation was inadvertent and attributable to his misunderstanding of one part of the applicable legislation which he otherwise emphasized and enforced. The parties believe his conduct was not indicative of a failure to promote an atmosphere of compliance or monitor his staff.

#### Women's basketball.

While the investigation regarding the men's basketball program was ongoing, the institution discovered potential violations within the women's basketball program. The institution conducted further investigation regarding the matter and self-reported violations to the enforcement staff. The institution and enforcement staff agree that from May 2015 to April 2018, the women's basketball program committed violations of recruiting legislation.

During unofficial visits taken by women's basketball prospective student-athletes, the prospects met individually with the head women's basketball coach and reviewed materials in a recruiting booklet containing general information about the women's basketball program and the institution. Between May 2015 and April 2018, 17 prospects took unofficial visits and likely viewed books adorned with personalized covers. At the conclusion of their meetings, prospects were not given the booklets to keep, as the booklets were retained by the women's basketball staff. The head women's basketball coach reported that she did not correctly understand distinctions in legislation governing this area regarding what could be mailed to prospects and what could be reviewed in person during visits and did not realize her program was committing violations.

While the investigation was ongoing, the institution discovered prospects also received puzzles that were printed on puzzle board and considered tangible items. The women's basketball program corresponded with the compliance office regarding ordering the puzzles in the spring and fall of 2015 and discussed the material on which the puzzles could be printed. They were instructed that puzzle board was not permissible, but that the puzzles could be printed on cardstock or cardboard paper. During her interview, the coach responsible for ordering and distributing the puzzles stated that she did not realize the puzzles she ordered were tangible items and did not knowingly disregard the advice she received from the compliance staff. The institution determined approximately 150 puzzles were mailed but was not able to determine which prospective student-athletes were the recipients. The coach who ordered and sent the puzzles did not have her contract renewed when its term expired at the conclusion of the 2017-18 season.

The parties agree the head women's basketball coach rebutted the presumption of responsibility for the violations detailed in this agreed-upon finding of fact. In reaching this agreement, the parties relied upon the following factors:

- The head women's basketball coach and her staff met regularly with compliance regarding recruiting materials.
- The women's basketball program was authorized by compliance to order puzzles that were printed on certain materials which would not render them tangible items from a vendor. The puzzles were sent by the vendor directly to one of the assistant coaches who served as the recruiting coordinator. After the vendor provided the puzzles, the head women's basketball coach did not handle them before they were shipped to prospects and was not in a position to determine they were printed on materials other than those vetted by compliance.
- Each of the violations occurred in arguably complicated areas of recruiting legislation and the parties believe that the head women's basketball coach's involvement in them were honest mistakes that were not indicative of the head coach failing to promote an atmosphere of compliance or monitoring her staff.

## **II. PARTIES' AGREED-UPON FACTUAL BASIS, VIOLATIONS OF NCAA LEGISLATION AND VIOLATION LEVELS**

### **A. AGREED-UPON FINDING OF FACT NO. 1, VIOLATION LEVEL AND NARRATIVE – [NCAA Division I Manual Bylaws 11.7.1.1-(a), 11.7.3 and 11.7.6 (2016-17 and 2017-18)] (Level II)**

The institution, the former director of player personnel and the enforcement staff agree that between July 2017 and February 2018, the former director of player personnel engaged in impermissible coaching activities as a noncoaching staff member, causing the men's basketball program to exceed the permissible number of countable coaches. Specifically, between July and October 2017, the former director of player personnel met individually with the student-athlete on approximately 10 occasions for 30 to 35 minutes each and coached him on his shooting form. Additionally, between November 2017 and February 2018, the former director of player personnel delivered oral scouting reports to the entire men's basketball team on approximately eight occasions at the direction of the head men's basketball coach.

**B. AGREED-UPON FINDING OF FACT NO. 2, VIOLATION LEVEL AND NARRATIVE** – [NCAA Division I Manual Bylaws 13.4.1.3 (2014-15 and 2015-16), 13.7.3 (2014-15 through 2017-18), 13.4.1.4 (2016-17) and 13.4.1.5 (2017-18)] (Level II)

The institution and enforcement staff agree that between May 2015 and April 2018, the women's basketball coaching staff utilized impermissible recruiting aids in the program's recruiting efforts. Specifically:

1. Between May 2015 and April 2018, an assistant women's basketball coach created and attached personalized covers to the institution's women's basketball recruiting booklets for prospects taking unofficial visits to the institution. The head women's basketball coach reviewed the booklets with prospects on approximately 17 occasions. [NCAA Bylaws 13.4.1.3 (2014-15 and 2015-16), 13.7.3 (2014-15 through 2017-18), 13.4.1.4 (2016-17) and 13.4.1.5 (2017-18)]
2. Between May 2015 and April 2018, an assistant women's basketball coach sent approximately 150 personalized puzzles printed on puzzle board to women's basketball prospective student-athletes. [NCAA Bylaws 13.4.1.3 (2014-15 and 2015-16), 13.4.1.4 (2016-17) and 13.4.1.5 (2017-18)]

**III. OTHER NCAA VIOLATIONS SUBSTANTIATED, NOT ALLEGED**

None.

**IV. PARTIES' AGREED-UPON AGGRAVATING AND MITIGATING FACTORS**

Pursuant to NCAA Bylaw 19.5.12.1.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. In light of these factors, the parties agree that this case should be properly resolved as Level II-Mitigated for the institution and Level II-Standard for the former director of player personnel.

**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)]
2. Mitigating factors. [Bylaw 19.9.4]
  - a. Prompt acknowledgement of the violation(s), acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [Bylaw 19.9.4-(b)]

- b. An established history of self-reporting Level III or secondary violations. [Bylaw 19.9.4-(d)]

**B. Involved individual [former director of player personnel].**

1. Aggravating factor. [Bylaw 19.9.3]

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. [Bylaw 19.9.4-(h)]

**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:

**A. Core Penalties for Level II-Mitigated Violations (Bylaw 19.9.5)**

1. Probation: One year of probation, from June 18, 2019, through June 17, 2020.
2. Financial Penalty: Maryland shall pay a fine of \$5,000 to the NCAA.
3. The women's basketball program shall eliminate one women's basketball scholarship for the years 2018-19 through 2020-21 years, reducing the program's scholarship limit from 15 to 14. (Self-imposed.)<sup>2</sup>
4. The women's basketball program shall reduce the number of official visits permitted by NCAA rules by three visits per year for the years 2018-19 through 2020-21. (Self-imposed.)<sup>3</sup>

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<sup>2</sup> The negotiated resolution agreement submitted by the parties identified this as an additional penalty falling under Bylaw 19.9.7; however, scholarship reductions are a core penalty pursuant to Bylaw 19.9.5.3. The hearing panel has therefore re-designated this penalty as a core penalty.

<sup>3</sup> The negotiated resolution agreement submitted by the parties identified this as an additional penalty falling under Bylaw 19.9.7; however, limitations on official visits are a core penalty pursuant to Bylaw 19.9.5.6. The hearing panel has therefore re-designated this penalty as a core penalty.

**B. Core Penalties for Level II-Standard Violations by the former director of player personnel (Bylaw 19.9.5)**

Show-Cause Order: Based on the facts and violations in this case, the former director of player personnel shall serve a two-year show-cause order from June 18, 2019, through June 17, 2021, during which time he shall attend two NCAA Regional Rules Seminars. Any NCAA member institution employing the former director of player personnel during this two-year period shall require him to attend two NCAA Regional Rules Seminars. Because Maryland took appropriate disciplinary measures relating to the former director of player personnel, this show-cause order does not include any restrictions on his athletically related duties.

**C. Additional Penalties for Level II-Mitigated Violations (Bylaw 19.9.7)**

1. Public reprimand and censure.
2. A letter of reprimand was issued to the head men's basketball coach. (Self-imposed.)
3. The men's basketball program shall reduce countable athletically related activities for the 2018-19 academic year. Specifically, the men's basketball program shall reduce athletically related activities by one hour per week out-of-season (reducing the limit from eight to seven hours total and reducing the hours for skill instruction from four to three) and two hours per week in-season (reducing the limit from 20 to 18 hours). (Self-imposed.)
4. During the 2018-19 year, a representative from the compliance office shall (1) attend men's basketball practice at least once per week, (2) accompany the men's basketball team for travel to at least four regular-season away games and all post-season games, (3) attend at least nine men's basketball film review sessions and (4) provide additional education. (Self-imposed.)
5. The women's basketball program shall be prohibited from distributing recruiting materials for one week each month during the 2018-19 year. (Self-imposed.)
6. During the period of probation, Maryland shall:
  - a. Continue to develop and implement a comprehensive compliance and educational program on NCAA legislation to instruct coaches and all institutional staff members with responsibility for NCAA recruiting and countable coach legislation;
  - b. Submit a preliminary report to the Office of the Committee on Infractions (OCOI) by August 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 May 1 during each year of probation. Particular emphasis shall be placed on

Maryland's rules education provided to coaches and non-coaching staff members regarding permissible interactions with student-athletes;

- d. Inform prospects in all affected sports programs in writing that Maryland 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 a prospect signs an NLI; and
  - e. Publicize specific and understandable information concerning the nature of the violations by providing, at a minimum, a statement to include the types of violations and the affected sports programs 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 and women's basketball programs. Maryland'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.
7. Following the receipt of the compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the NCAA Division I Committee on Infractions (COI) affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

**D. Additional Penalties for Level II-Standard Violations by the former director of player personnel (Bylaw 19.9.7).**

1. The former director of player personnel shall be suspended from 15 practices during the 2018-19 playing and practice season. (Imposed by the institution.)
2. The former director of player personnel shall be suspended for the first six games of the 2018-19 season. (Imposed by the institution.)

**VI. 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 NCAA Division I Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement should be classified as Level II-Mitigated for the institution and Level II-Standard for the former director of player personnel.

If a hearing panel approves the negotiated resolution, the institution and the former director of player personnel agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and the former director of player personnel 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 Committee on Infractions will monitor the penalties during their effective periods. Any action by the institution or the former director of player personnel 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 Division I Committee on Infractions if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based. 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).

## **VII. 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 classifications are appropriate for this process. Further, the parties classified this case as Level II-Mitigated for the institution and Level II-Standard for the former director of player personnel's violations. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated and Level II-Standard cases 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 Maryland 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 Maryland 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  
Norman Bay  
Thomas Hill, Chief Hearing Officer  
Stephen Madva