

[July 1, 2020, Erratum. At page 18 of this decision, the associate head men's basketball coach was incorrectly identified as the head track coach. The decision has been amended to correct this non-substantive typographical error.]



OKLAHOMA STATE UNIVERSITY
PUBLIC INFRACTIONS DECISION
JUNE 5, 2020

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 Oklahoma State University, who was involved in the bribery scheme to sell access to student-athletes.³ Additionally, following his separation from Oklahoma State, the associate head coach failed to cooperate with the investigation in this matter. The associate head coach's conduct triggered violations that strike at the heart of the Collegiate Model.

In what he later described as "an easy way to make money," the associate head coach accepted cash bribes from two financial advisors who wanted to gain access to student-athletes with NBA potential. From April 2016 through July 2017, the financial advisors paid the associate head coach between approximately \$18,150 and \$22,000. In return, he agreed to use his role as a coach and mentor to sway student-athletes' important career choices and steer them toward the advisors'

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 Oklahoma State. A member of the Big 12 Conference, Oklahoma State has a total enrollment of approximately 24,000 students. It sponsors eight men's and eight women's sports. This is the institution's sixth Level I, Level II or major infractions case. Oklahoma State had previous cases in 2015 (football), 1992 (men's wrestling), 1989 (men's wrestling and football), 1980 (football) and 1978 (football).

services. In furtherance of this scheme, he arranged two meetings for the financial advisors—one meeting with an Oklahoma State student-athlete who was unaware of the arrangement and another meeting with the mother of a student-athlete he coached at his previous institution. He also provided the Oklahoma State student-athlete with \$300 in impermissible cash gifts.

The associate head coach's acceptance of bribes from the financial advisors in exchange for arranging meetings violated NCAA ethical conduct legislation. Additionally, his knowing provision of cash gifts to a student-athlete constituted unethical conduct and impermissible benefits. These violations are Level I for both the associate head coach and the institution. Although the associate head coach acted independently and in his own self-interest, institutions act through their employees and are responsible for their conduct at the same level.

The notice of allegations (NOA) also alleged that the associate head coach's conduct violated NCAA Bylaw 11 provisions that prohibit athletics staff members from representing individuals in the marketing of their athletics ability and from accepting supplemental income from outside sources. Because no previous representation or supplemental pay cases have involved facts of this nature, the hearing panel sought guidance through the membership's interpretive process. The NCAA Division I Interpretations Committee confirmed that the facts demonstrated a violation of the representation bylaw but did *not* demonstrate a supplemental pay violation due to the lack of direct connection between the associate head coach's employment duties and the purpose and source of the bribes. Thus, consistent with this interpretive guidance, the panel concludes that the associate head coach's conduct violated representation legislation—which is part of the overall Level I violation described above—but did not violate supplemental pay legislation.

Following the associate head coach's separation from Oklahoma State, he committed further violations when he failed to cooperate with the investigation. Beginning in June 2019, he failed to respond to multiple requests to participate in an interview with the NCAA enforcement staff and to provide information relevant to the investigation. He did not respond to the allegations in this case and did not participate in the infractions hearing. When individuals fail to cooperate with the infractions process, they critically hinder the effectiveness of the membership's infractions model. The associate head coach failed to meet his obligation to cooperate and violated ethical conduct legislation when he refused to participate in the investigation and processing of this case. These are Level I violations.

The panel classifies this case as Level I-Standard for Oklahoma State and Level I-Aggravated for the associate head coach's violations. Utilizing the NCAA membership's current penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: three years of probation; a one-year postseason ban; a fine of \$10,000 plus one percent of the budget of the men's basketball program; scholarship reductions; recruiting restrictions; and a 10-year show-cause order for the associate 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 financial advisors in exchange for influencing student-athletes to retain the advisors' professional services when the student-athletes entered the NBA.

Upon learning of the arrest and complaint, Oklahoma State took immediate action. The institution contacted the NCAA enforcement staff on the day of the arrest to inquire whether the staff had information that could assist the institution's review of the situation. The following day, athletics department staff met with members of the men's basketball team and staff and encouraged them to come forward with any relevant information. Shortly after this meeting, a men's basketball student-athlete and a video coordinator reported information to the athletics department staff that assisted in the institution's review.

Oklahoma State terminated the associate head coach's employment on September 28, 2017, and retained an outside compliance consulting firm the following day. The institution and the enforcement staff then began a cooperative investigation that would last approximately two years—a time period that included significant delays due to ongoing federal processes that required the enforcement staff to slow or halt its investigation. During the investigation, the enforcement staff contacted the associate head coach via his counsel on three occasions to request an interview. Neither the associate head coach nor his counsel responded to the requests.

On September 19, 2019, toward the end of the investigation in this case, the COI chair designee issued a master procedural letter staying all SDNY-related infractions cases for a period of 60 days. The letter stated that the additional time was intended to accomplish three things: (1) allow the COI to strategically manage its docket; (2) provide parties with adequate time to organize and align their schedules to avoid future delays; and (3) ensure case records were best positioned for fair and efficient review. In furtherance of these goals, the chair designee asked the parties to identify and utilize stipulated facts where appropriate and to be mindful of the volume, nature and organization of the case record. The chair designee anticipated that the stay would give the enforcement staff and parties additional time to manage issues in order to best position the cases for resolution.

On November 1, 2019, the enforcement staff issued an NOA to Oklahoma State and the associate head coach and a separate NOA to the associate head coach regarding his conduct following his termination by the institution. Approximately two weeks later, Oklahoma State, with the enforcement staff's agreement, requested an accelerated schedule for written submissions and an earlier hearing date pursuant to NCAA Bylaw 19.7.7.2. The chair designee granted this request on the condition that the parties stipulate to any agreed-upon facts in this matter as initially requested in the September 19, 2019, master procedural letter. The institution and enforcement

staff submitted stipulated facts on January 10, 2020, and timely filed their written submissions in accordance with the accelerated schedule established by the chair designee.

The associate head coach did not respond to the accelerated schedule request, did not participate in the stipulation of facts and did not submit a response to the NOAs. At some point after the issuance of the NOAs, the associate head coach hired a new attorney, who notified the chief hearing officer on December 19, 2019, that his client intended to participate in the processing of this case. On January 8, 2020, the attorney sent a second letter to the chief hearing officer reiterating the associate head coach's intention to participate and stating that he "hope[d] to be able to review the documents and get back to the [enforcement] staff as soon as is practicable." This was the last communication the COI received from or on behalf of the associate head coach.

The panel held an in-person hearing on February 21, 2020. The associate head coach did not attend or participate in the hearing. Following the hearing, the panel requested interpretive guidance from the NCAA Academic and Membership Affairs (AMA) staff regarding the applicability of Bylaws 11.1.3, *Representing Individuals in Marketing Athletics Ability/Reputation*, and 11.3.2.2, *Supplemental Pay*, to the facts of this case. The panel submitted its interpretation request on March 3, 2020, and the AMA staff responded on April 7, 2020. The AMA staff's interpretive response stated that the facts presented by the panel constituted violations of both Bylaw 11 provisions.

On April 20, 2020, Oklahoma State appealed the AMA staff's response to the Interpretations Committee pursuant to NCAA Constitution 5.4.1.2.1.1. On April 30, 2020, a representative for the Interpretations Committee informed the parties of the committee's decision to affirm the AMA interpretive response as to Bylaw 11.1.3 and reverse as to Bylaw 11.3.2.2. Oklahoma State notified the hearing panel on May 6, 2020, that it would not exercise its option to appeal the Interpretations Committee's decision to the NCAA Division I Legislative Committee. On May 15, 2020, the Interpretations Committee provided the parties a written report memorializing its decision. The COI hearing panel resumed and completed its deliberations that same day.

III. FINDINGS OF FACT

The Financial Advisors' Payments to the Associate Head Coach

The associate head coach joined the Oklahoma State men's basketball staff in April 2016 as an assistant coach and recruiting coordinator.⁴ In March 2016, shortly before joining the staff and while employed at another NCAA member institution, the associate head coach met with two financial advisors (advisors 1 and 2) and an individual who was associated with a sports agent (agent associate).⁵ At the time of this meeting, the advisors were business partners who ran a

⁴ In the spring of 2017, the institution changed his title to associate head coach and increased his salary by approximately \$335,000.

⁵ Based on the facts and circumstances at the time of this meeting, and for ease of reference, the panel identifies this individual as an "agent associate." However, the panel makes no determination as to whether this individual qualified as an advisor, agent, runner or booster under NCAA legislation because that question was not before the panel in this case.

company that provided financial advisory and business management services to professional athletes, among other clientele. During testimony in federal court, the two advisors explained that the purpose of this meeting was to discuss a plan for them to take over payments the agent associate had been making to the associate head coach. The group agreed that the advisors would pay the associate head coach approximately \$2,000 per month, and in exchange he would use his coaching position to influence student-athletes to retain the advisors' professional services when they entered the NBA.

At the time of this meeting—and unbeknownst to the rest of the group—advisor 1 was cooperating with the U.S. Attorney's Office, which was investigating the role of money and outside influences in college basketball. During his trial testimony and in later interviews with the enforcement staff, advisor 1 explained that he paid the associate head coach with his own money initially, as the U.S. Attorney's Office would not give him funding. In November 2016, however, he began working with the FBI, which provided him with money for the payments. The FBI also increased the amount of the payments to approximately \$4,000 per month. Advisor 2 testified in court that he personally contributed to the monthly payments both before and after the FBI became involved. According to advisor 1, advisor 2's contribution was generally around \$1,000 per month. In his interviews with the enforcement staff, advisor 1 stated that the payments were not always made on a regular monthly schedule and sometimes varied in amount based on what the associate head coach requested, among other factors.

The financial advisors delivered the money to the associate head coach via cash payments and wire transfers. Advisor 1 explained that if they were able to meet with the associate head coach in person, they paid him in cash. When they were unable to meet, the associate head coach gave them bank account information to use for wire transfers. Advisor 1 recalled that one of these accounts belonged to the associate head coach's girlfriend and another belonged to a then-graduate assistant at Oklahoma State.

The graduate assistant, who later became the men's basketball video coordinator, came forward at the outset of the institution's investigation to report that he had unknowingly facilitated wire transfers from individuals named in the federal complaint at the direction of the associate head coach. During interviews with the enforcement staff and institution, and later at the infractions hearing, the video coordinator explained how this arrangement came to be. He stated that the associate head coach approached him in mid-December 2016 and told him he wanted to give him some extra money to help with Christmas expenses. The associate head coach then asked the video coordinator for his bank account information and told him he would wire the money to him. A few days later, \$2,000 appeared in the video coordinator's account. When he thanked the associate head coach for the money, the associate head coach laughed, told him the money was not for him and asked him to transfer the money to another account. The video coordinator did as requested. The following month, another \$2,000 appeared in the video coordinator's account. A few days later, the video coordinator noticed that \$800 had been transferred out, and a few days after that, the associate head coach asked him to withdraw cash and give it to him. The withdrawals and transfers depleted the funds, and the video coordinator received no portion of the \$4,000 that went into his account.

Around January 30, 2017, the video coordinator confronted the associate head coach about the wire transfers. The video coordinator expressed concern and told the associate head coach not to transfer any more money into his account. The associate head coach assured him that the transactions were permissible and told him not to worry. After this conversation, however, no additional money was wired into the video coordinator's account, and they never discussed these transactions again. During his interviews and at the infractions hearing, the video coordinator stated that the associate head coach never told him where the money came from or what he did with it.

In total, the financial advisors paid the associate head coach between approximately \$18,150 and \$22,000 in bribe payments.⁶ The advisors were paying the associate head coach at the time he came to Oklahoma State in April 2016 and continued paying him into the summer of 2017. According to advisor 1, the last payment occurred in July 2017, when the advisors gave the associate head coach \$4,500 during a meeting in Las Vegas.

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

In exchange for the payments from the financial advisors, the associate head coach provided them with access to two student-athletes with NBA potential. Specifically, he arranged a meeting between advisor 1 and a student-athlete enrolled at Oklahoma State (OSU student-athlete) and a separate meeting between advisor 2 and the mother of a student-athlete the associate head coach had coached at his previous institution (non-OSU student-athlete).

Meeting with the OSU Student-Athlete

The meeting with the OSU student-athlete occurred in February 2017 in West Virginia, where the men's basketball team had travelled for an away game. In his trial testimony and interviews with the enforcement staff, advisor 1 explained that he went to the associate head coach's room at the team hotel the night before the game carrying \$2,000 cash provided by the FBI. The associate head coach then sent a text to the OSU student-athlete and asked him to stop by the room.

The OSU student-athlete described the meeting during an interview with the institution and enforcement staff. He stated that he went to the associate head coach's room because he thought they were going to review film together. However, when he arrived at the room, the associate head coach introduced him to advisor 1 and described the services the advisor provided to professional athletes. The associate head coach referred to the advisor as "my guy" and told the OSU student-athlete "you will need someone like him in a few months" and "he can help you out." The student-athlete reported that advisor 1 talked to him about the need to think about financial matters, but that the associate head coach did much of the talking. The student-athlete recalled

⁶ The enforcement staff alleged that this amount could range anywhere from \$18,150 to \$46,000. The staff based the upper end of the range on a calculation that assumed all payments were made on a regular monthly basis and at the agreed-upon monthly amounts. Advisor 1 reported, however, that the amounts varied and the payments were not always made regularly. Accordingly, the panel agrees with Oklahoma State that the total payment was between approximately \$18,150 and \$22,000, with the upper end of the range being the amount the associate head coach pled guilty to receiving. Oklahoma State and the enforcement staff agreed that the difference in valuation does not impact the substantive analysis of the alleged violations or the severity of the case.

that the meeting lasted approximately 20 minutes. The advisor did not give the student-athlete any money, and the student-athlete did not make any commitments or give assurances to the advisor regarding the use of the advisor's services. In his trial testimony and interviews, advisor 1 stated that he gave the associate head coach \$2,000 in cash and a set of high-end headphones following the meeting. He said the associate head coach had specifically requested the headphones.

During his interview, the OSU student-athlete reported that he felt very uneasy at the meeting with advisor 1 and thought he should not have been there. He stated that he felt he "got set up" by the associate head coach. He did not immediately tell anyone about the meeting, however, because he did not believe he had broken any NCAA rules since the financial advisor did not give him any money and he made no commitments to use the advisor's services.

Although the OSU student-athlete did not receive any money at this meeting, the associate head coach later provided him with cash on three separate occasions, totaling \$300. During his interview, the OSU student-athlete reported that the associate head coach approached him after a workout on August 30, 2017, and gave him \$100 cash. The associate head coach told the student-athlete he was giving him the money to help him out. On September 1, 2017, the coach again offered money, which the student-athlete initially refused. The associate head coach insisted, and the student-athlete accepted \$100 cash. This happened for a third and final time on September 7, 2017. The student-athlete stated that he did not know why the associate head coach gave him the money, and he did not ask for it or tell the coach he needed it. He used the money to buy groceries, food or gas for his car.⁷

Although the OSU student-athlete considered entering the 2017 NBA draft, he ultimately decided to remain at Oklahoma State and compete during his final year of eligibility. He declared for the 2018 draft but went undrafted.

Meeting with the Non-OSU Student-Athlete's Mother

The second meeting arranged by the associate head coach took place in South Carolina in June 2017, a few weeks before the NBA draft. The meeting included advisor 2 and the mother of the non-OSU student-athlete. At the time of this meeting, the non-OSU student-athlete had declared for the draft. Advisor 2 testified in court that he had lunch with the student-athlete's mother—as arranged by the associate head coach—and she expressed an interest in retaining the advisors' services for her son because she trusted the associate head coach's judgment. She then invited advisor 2 to her son's draft party. He testified that he accepted the invitation and attended the party. The non-OSU student-athlete was not drafted and did not retain advisor 2's services.

⁷ The OSU student-athlete reported the cash payments to the institution almost immediately following the associate head coach's arrest in September 2017. Oklahoma State declared the student-athlete ineligible and sought and obtained reinstatement, which included a three-game withholding requirement. As a result of Oklahoma State's actions, the student-athlete never competed while ineligible.

Advisor 2 testified that the associate head coach requested \$10,000 for facilitating the meeting with the non-OSU student-athlete's mother. Advisor 2 instead gave the associate head coach a check for \$2,000.

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

On September 26, 2017, FBI agents arrested the associate head coach in connection with an indictment and federal criminal complaint. The complaint alleged in Count One that beginning in 2016 and continuing into 2017, the agent associate and advisors 1 and 2 paid the associate head coach \$22,000 in cash bribes in exchange for his agreement to influence student-athletes to retain the advisors' professional services once they declared for the NBA draft. The associate head coach pled guilty to Count One on January 30, 2019.

On June 7, 2019, the court sentenced the associate head coach to three months incarceration and two years of supervised release, issued a \$100 special assessment, ordered him to perform 100 hours of community service and ordered a forfeiture of \$22,000. During the sentencing hearing, the associate head coach acknowledged that he knew his actions would expose Oklahoma State to potential NCAA violations, but he "thought it was an easy way to make money." He also stated that "the student-athletes placed their trust in me, and I abused that trust in a critical time in their lives."

Following the associate head coach's sentencing, the enforcement staff made multiple attempts to secure his participation in an interview. The staff sent interview requests to his counsel via email on June 18 and 24, 2019. After receiving no response to those communications, the staff sent a letter to the associate head coach in care of his counsel on July 15, 2019. The letter again requested an interview and informed the associate head coach that if he did not respond by July 24, 2019, the staff would consider this a refusal to interview in violation of NCAA legislation. The associate head coach did not respond. As described in the Case History section of this decision, the associate head coach's new counsel briefly engaged with the enforcement staff and the chief hearing officer in December 2019 and January 2020, but the associate head coach never agreed to participate in an interview and has not responded to the allegations in this case.

IV. ANALYSIS

The violations in this case occurred in the men's basketball program at Oklahoma State and primarily involved the associate head coach's unethical conduct. The violations fall into the following two categories: (A) unethical conduct during the associate head coach's employment at Oklahoma State, including his participation in a bribery scheme and knowing provision of impermissible benefits to a student-athlete and (B) unethical conduct following the associate head coach's separation from the institution, including failure to cooperate with 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 BENEFITS [NCAA Division I Manual Bylaws 10.1-(e) (2015-16); 10.1-(d) (2016-17 through 2017-18); 10.01.1, 10.1 and 11.1.3 (2015-16 through 2017-18); and 10.1-(b) and 16.11.2.1 (2017-18)]

During his brief year-and-a-half employment at Oklahoma State, the associate head coach accepted cash bribes from financial advisors in exchange for his agreement to steer NBA-bound student-athletes toward the advisors' services. He also knowingly provided impermissible benefits in the form of cash gifts to a men's basketball student-athlete. Oklahoma State substantially agreed to the facts and agreed that those facts constituted violations of ethical conduct and benefits legislation. However, the institution disagreed that the associate head coach's conduct violated NCAA legislation prohibiting athletics staff members from representing individuals in the marketing of their athletics ability or reputation. Oklahoma State agreed that any violations should be Level I for the associate head coach but argued that the institution should be held accountable only for Level II violations. 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.

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 ethical conduct and representation when he accepted cash bribes in exchange for arranging meetings for financial advisors with a student-athlete and a student-athlete's mother, and he violated benefits and ethical conduct legislation when he knowingly provided cash gifts to a student-athlete.

From April 2016 through July 2017, the associate head coach participated in a bribery scheme with two financial advisors who wanted access to elite men's basketball student-athletes. The advisors provided the associate head coach with a steady flow of cash—ultimately totaling between approximately \$18,150 and \$22,000—and in exchange, he provided access by arranging for them to meet with one student-athlete and the mother of another. In August and September of 2017, he also provided one of the student-athletes with cash gifts totaling \$300. The associate head coach's conduct constituted Level I violations of Bylaws 10, 11 and 16.

Bylaw 10 governs ethical conduct in collegiate athletics, with Bylaw 10.01.1 generally requiring student-athletes and athletics staff to act with honesty and sportsmanship at all times. Bylaw 10.1 identifies several categories of unethical conduct, including the receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an

agent, financial advisor or representative of an agent or financial advisor (Bylaw 10.1-(d)).⁸ Additionally, the bylaw identifies that it is unethical conduct for an institutional staff member to knowingly provide a student-athlete with an extra benefit (Bylaw 10.1-(b)). Bylaw 11 governs the conduct of athletics personnel. Under Bylaw 11.1.3, athletics department staff members are prohibited 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. Finally, Bylaw 16.11.2.1 sets forth the general rule prohibiting extra benefits, which the bylaw defines as any special arrangement by an institutional employee to provide a student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

The associate head coach's actions establish a clear and egregious violation of the membership's ethical conduct standards for coaches. The associate head coach accepted between approximately \$18,150 and \$22,000 in cash bribes from two financial advisors. In return, he used his position of trust as a coach and mentor to influence certain men's basketball student-athletes to retain the advisors' services when the student-athletes entered the NBA. He arranged two meetings for this purpose—one between advisor 1 and the OSU student-athlete, and another between advisor 2 and the non-OSU student-athlete's mother. He later provided the OSU student-athlete with cash gifts of \$100 on three separate occasions. These facts are not disputed by Oklahoma State, and the associate head coach pled guilty in federal court to participating in the bribery scheme. When the associate head coach accepted bribes from the financial advisors in exchange for arranging meetings with the OSU student-athlete and the non-OSU student-athlete's mother, he violated Bylaws 10.01.1, 10.1 and 10.1-(d). When he knowingly provided the OSU student-athlete with extra benefits in the form of cash gifts, he violated Bylaws 10.1-(b) and 16.11.2.1.

Pursuant to Bylaw 19.7.8.2 and COI Internal Operating Procedure (IOP) 5-9-4, the hearing panel requested interpretive guidance from the AMA staff regarding the application of Bylaw 11.1.3 to the facts of this case.⁹ The panel sought this guidance because it was concerned whether the bylaw would apply where the associate head coach appeared to be marketing the abilities of the financial advisors to the student-athletes rather than marketing the abilities of the student-athletes to the financial advisors. Furthermore, no recent cases have involved Bylaw 11.1.3, and the panel recognized that any application of the bylaw in this case could have potential impacts for future cases. Accordingly, the panel requested interpretive guidance to ensure that its decision would not fall outside the reasonable scope of the legislation.

On April 7, 2020, the AMA staff provided a response to the panel's interpretation request, in which the staff determined that the facts framed by the panel established a violation of Bylaw 11.1.3. Specifically, the AMA staff stated that an athletics staff member directly or indirectly represents a student-athlete in the marketing of their athletics ability or reputation when the staff member

⁸ The membership renumbered this bylaw from 10.1-(e) to 10.1-(d) beginning with the 2016-17 Division I Manual.

⁹ In the same request, the hearing panel also sought guidance as to the application of Bylaw 11.3.2.2. Part V of this decision addresses the resulting interpretive guidance and the panel's conclusion regarding the supplemental pay allegation.

arranges a meeting between a financial advisor and student-athlete for the purpose of influencing the student-athlete to retain the advisor's services.¹⁰ The AMA staff noted that because the associate head coach selected the OSU and non-OSU student-athletes for their NBA potential, he was representing them in marketing their athletics ability or reputation for purposes of the bylaw.

Oklahoma State appealed the AMA staff's response to the Interpretations Committee. On May 15, 2020, the Interpretations Committee summarily affirmed the staff's position with respect to Bylaw 11.1.3. Where the operative facts remain the same, the COI is bound by interpretations issued pursuant to COI IOP 5-9-4. Thus, the panel concludes that the associate head coach violated Bylaw 11.1.3 when he arranged for the financial advisors to meet with the OSU student-athlete and the non-OSU student-athlete's mother for the purpose of influencing the student-athletes to retain the advisors' services.

The associate head coach's conduct has no place in collegiate athletics. Coaches are entrusted to look after the well-being and best interests of their student-athletes, including during the critical time when student-athletes are making decisions regarding their professional careers. As the associate head coach admitted at his sentencing hearing, he abused this trust for his own personal gain. He sold access to student-athletes and used his position as a coach and mentor to steer them toward a career decision—retaining the financial advisors' services—that would financially benefit him. In short, he placed his interests ahead of theirs.

The associate head coach's actions had at least three significant ripple effects at Oklahoma State. First, he exposed the institution to NCAA violations and penalties. Second, he put the OSU student-athlete's eligibility at risk when he arranged the meeting with advisor 1—and later *did* render the student-athlete ineligible when he gave him \$300 cash. Finally, he involved the video coordinator in the scheme by deceiving him into providing his bank account information for the wire transfers.

Pursuant to Bylaw 19.1.1, the unethical conduct, impermissible benefits and representation violations are collectively Level I because they seriously undermined or threatened the integrity of the Collegiate Model, provided a substantial or extensive impermissible benefit to a staff member, and involved individual unethical conduct and intentional violations. The COI has previously concluded that Level I violations occurred where individuals engaged in unethical conduct or other violations in a manner that abused a position of trust. *See University of Southern Mississippi* (2016) (concluding Level I unethical conduct violations occurred where the former head men's basketball coach orchestrated and carried out an academic misconduct scheme involving multiple members of his staff and seven prospects) and *Georgia Institute of Technology (Georgia Tech)* (2019) (concluding that a former assistant men's basketball coach engaged in Level I recruiting violations and abused his position of trust when he orchestrated inducements and benefits from a notable booster—including a trip to the booster's house and a strip club—during a

¹⁰ Bylaw 11.1.3 specifically prohibits marketing an individual's athletics ability or reputation to "an agent." Bylaw 12.02.1.1 includes financial advisors within the definition of "agent."

highly touted prospect's official visit).¹¹ Consistent with this case guidance and Bylaw 19.1.1, the unethical conduct, benefits and representation violations here are also Level I.

In its written submission and at the infractions hearing, Oklahoma State argued that it should not be held responsible at the same level as the associate head coach. Specifically, Oklahoma State asserted that the violations and overall case should be Level II for the institution because the associate head coach acted in his own self-interest and outside his assigned work responsibilities at all times, and his conduct did not provide the institution with a significant competitive or recruiting advantage. The panel cannot accept this argument.

Institutions are responsible for the conduct of their employees. Constitution 2.1.2 states that "the institution's responsibility for the conduct of its intercollegiate athletics program includes responsibility for the actions of its staff members. . . ." And pursuant to Constitution 2.8.1, "[m]embers of an institution's staff . . . shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance." These foundational provisions reflect the membership's understanding that institutions do not act through brick and mortar buildings; they act through their employees and representatives. Thus, when an individual commits a violation while employed at an institution, the violation is attributable to both the individual and the institution. Simply put, the institution owns the conduct.

Moreover, the institution is responsible at the same level as the individual employee because the level of the violation attaches to the *conduct*, not to the *actor*. Bylaws 19.1.1, 19.1.2 and 19.1.3 define Level I, II and III violations based on the nature and severity of the conduct. It is through the application of party-specific aggravating and mitigating factors that the COI differentiates between institutions and individuals, classifies the case for each party and determines whether the party is subject to a higher or lower penalty range. *See* Bylaw 19.9.2.

The COI has assigned case level consistent with this structure since the time it was implemented, and no previous cases support the result Oklahoma State seeks. The institution relies on only one case, *University of Alabama* (2017), in which the COI assigned different case levels for the institution and an assistant football coach. However, this case does not support Oklahoma State's position because it was processed as a summary disposition and involved violations of a different nature. With respect to the former, COI IOP 4-10-2-2 establishes that summary disposition decisions are less instructive than decisions reached after a contested hearing because they constitute the parties' agreements. In other words, they are not decisions reached after a full vetting of the case record and party positions.

Even if instructive, however, *Alabama* involved violations of a different nature than those at issue here. In *Alabama*, the assistant football coach engaged in two violations while he was employed at the institution: (1) a Level II recruiting violation and (2) a Level I unethical conduct violation for providing false and misleading information during an interview with the enforcement staff.

¹¹ The *Georgia Tech* decision is currently under appeal by the institution and the former assistant men's basketball coach; however, neither party has challenged the level of the recruiting violations on appeal.

The Level I unethical conduct was a *derivative* violation that stemmed from the investigation of the underlying recruiting violation. Thus, the parties agreed that the institution should be held responsible at the level of the underlying recruiting violation, *i.e.*, Level II. Although the COI accepted this agreement, it does not now speculate as to how the case would have been resolved if presented as a contested case rather than a summary disposition.

Here, the underlying violation *is* the unethical conduct—specifically, the associate head coach's acceptance of cash bribes in exchange for arranging meetings—as well as the representation and benefits violations. Oklahoma State is therefore responsible for this conduct at the same level as the associate head coach—Level I.

B. 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 Oklahoma State, 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 and provide information relevant to an 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 ethical conduct legislation and failed to cooperate when, on multiple occasions, he did not respond to the enforcement staff's interview requests.

Beginning in June 2019, the associate head coach failed to meet his obligation under NCAA bylaws to cooperate with the investigation. On three separate occasions, he ignored requests from the enforcement staff to participate in an interview, which hindered the investigation. His conduct violated Bylaws 10 and 19.

Bylaw 10.1-(a) obligates current and former institutional staff members to make complete disclosure 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 cooperate fully with the enforcement staff.

The associate head coach failed to meet his obligation under these bylaws. Beginning in June 2019, the associate head coach failed to cooperate with the investigation and processing of this case. The enforcement staff contacted him on three occasions to request an interview, but he declined to respond. He had a further opportunity to cooperate when his new attorney briefly re-

engaged with the infractions process in December 2019 and January 2020. However, he ultimately failed to participate, provide information and respond to the allegations.

The cooperative principle is a core tenet on which the entire infractions process depends. 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 University of Louisville* (2017) (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 Louisville* (concluding the former director of basketball operations committed Level I ethical conduct and cooperation violations when he refused to participate in interviews, respond to the allegations and participate in the infractions hearing) and *University of Northern Colorado* (2017) (concluding an assistant men's basketball coach who paid for prospects' online summer courses committed Level I ethical 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 and past case guidance, the panel concludes that the associate head coach's conduct constitutes a Level I violation.

V. VIOLATION NOT DEMONSTRATED

The NOA also alleged that the associate head coach's acceptance of bribes from financial advisors violated Bylaw 11 legislation that prohibits outside sources from supplementing athletics staff members' pay. Oklahoma State disagreed that this conduct violated supplemental pay legislation. After seeking guidance through the membership's interpretive process, the panel concludes that the facts do not support a supplemental pay violation due to the lack of direct connection between the associate head coach's job responsibilities and the purpose and source of the bribes.

Bylaw 11.3.2.2 governs supplemental pay. Specifically, the bylaw prohibits an outside source from paying or regularly supplementing an athletics department staff member's annual salary or from arranging to supplement that salary for an unspecified achievement.

No previous cases or interpretations involving this bylaw have deemed a staff member's acceptance of bribe payments to be supplemental pay. Nor have they involved scenarios where the individual providing the money had no affiliation with the staff member's institution. Rather, supplemental pay cases have generally involved payments from boosters to athletics staff—particularly to cover staff members' living expenses—or from head coaches supplementing the pay of their staff members. *See Syracuse University* (2015) (concluding a supplemental pay violation occurred

when a booster paid one month's rent for a men's basketball administrative assistant) and *Tulane University* (1991) (concluding a supplemental pay violation occurred when a head men's tennis coach provided salary supplements of \$500 and \$1,000 to two part-time coaches). Thus, due to the seemingly novel application of this bylaw—and recognizing potential implications for future cases—the hearing panel sought interpretive guidance from the AMA staff to ensure its decision would not fall outside the reasonable scope of the legislation.

On April 7, 2020, the AMA staff issued its interpretive response stating that the facts presented by the hearing panel demonstrated a supplemental pay violation under Bylaw 11.3.2.2. Specifically, the AMA staff stated that a supplemental pay violation occurs when an athletics staff member receives cash bribes from a financial advisor who has no affiliation with the staff member's institution. The staff noted that the bylaw only permits an outside source to donate funds to the institution to be used as determined by the institution in accordance with its policies. Here, the AMA staff determined that the direct payment to a specific staff member by an outside source is not permissible.

On appeal, however, the Interpretations Committee disagreed with the staff's position, stating the following:

The Interpretations Committee determined that Bylaw 11.3.2.2 does not apply under these circumstances, as the payments were from sources with no affiliation with the institution and unrelated to the coach's employment responsibilities with the institution. Such payment would be considered outside athletically related income rather than supplemental pay.

Accordingly, the Interpretations Committee reversed the AMA staff's interpretive response with respect to the supplemental pay issue.

As stated previously, the COI is bound by interpretations issued pursuant to COI IOP 5-9-4. Therefore, the panel concludes that the financial advisors' bribe payments to the associate head coach did not constitute supplemental pay in violation of Bylaw 11.3.2.2. As the Interpretations Committee noted, the financial advisors had no connection to Oklahoma State. Furthermore, the bribes were intended to personally benefit the associate head coach so that he would steer student-athletes to the advisors; they were not intended to benefit the institution or the men's basketball program. Thus, with no direct connection to the associate head coach's employment responsibilities, these bribe payments are not supplemental pay.

The panel notes that other legislation may be applicable to this type of conduct. For example, the Interpretations Committee observed that the bribe payments could be considered athletically related outside income. The membership has amended the reporting requirements related to outside income twice since the violations in this case began, and it is not clear which version of the legislation the Interpretations Committee was considering when it made this statement. *See* Bylaws 11.2.2, 11.3.2.1 and 11.3.2.1.1. However, the panel need not resolve this issue here, as no outside income violation was alleged. Indeed, the outcome of the post-hearing interpretive process

in this case demonstrates the challenges that arise when interpretive issues are not identified and resolved prior to the issuance of an NOA. Particularly in light of the 60-day stay, which provided additional time for the parties, addressing these issues on the front end of this case would have enabled more efficient resolution by the COI.

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 Oklahoma State and the associate head coach. 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-Standard for Oklahoma State and Level I-Aggravated for the associate head coach.

Aggravating Factors for Oklahoma State

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

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

Oklahoma State agreed that both of these factors apply. With respect to Bylaw 19.9.3-(b), this is the institution's sixth Level I, Level II or major case. Although the panel notes that most of these cases occurred over 25 years ago, the institution's most recent case is only five years old. The COI has previously determined that the factor applied when an institution had only one prior case that was even less recent than this. *See University of Connecticut* (2019) (determining the factor applied where the institution had only one previous case that occurred eight years earlier). And similar to the circumstances here, the COI has applied the factor when an institution had one recent case among other cases occurring decades ago. *See Southern Mississippi* (determining the factor applied where the institution had one case three years prior, but its other two cases occurred over thirty years ago). Consistent with these cases, the factor applies here.

As it relates to Bylaw 19.9.3-(h), Oklahoma State agreed that the associate head coach was a person of authority who participated in unethical conduct violations. In previous cases, the COI has applied this factor to institutions whose coaching staff members were directly involved in violations. *See University of California, Santa Barbara (UCSB)* (2019) (determining the factor applied to the institution when the head track coach was directly involved in CARA violations)

and *DePaul University* (2019) (determining the factor applied to the institution when the associate men's basketball coach directed recruiting violations).¹² As these cases recognize, a coach's authority derives from the institution. Thus, when that authority is abused as a result of a coach's involvement in violations, both the coach and the institution bear responsibility. For these reasons, the factor applies to Oklahoma State.

The panel also considered whether Oklahoma State should be held accountable for other aggravating factors that applied to the associate head coach. In particular, the panel looked at Bylaws 19.9.3-(i), *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete*; 19.9.3-(j), *Conduct or circumstances demonstrating an abuse of a position of trust*; and 19.9.3-(m), *Intentional, willful or blatant disregard for the NCAA constitution and bylaws*. Although the COI has applied these factors to involved individuals and institutions in previous cases, the panel determines that the unique facts and circumstances of *this* case did not warrant application of these factors to Oklahoma State. Although Oklahoma State is responsible for the resulting Level I violations, the panel will not ascribe to the institution aggravating factors that are triggered by the associate head coach's individual conduct under these circumstances.

Mitigating Factors for Oklahoma State

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.¹³

The enforcement staff did not identify Bylaw 19.9.4-(b) as a mitigating factor for Oklahoma State because the institution asserted that it should be held responsible for *Level II* violations rather than Level I violations. However, the panel determines that the factor applies. Oklahoma State's disagreement regarding level does not undercut the institution's acknowledgment that the violations occurred and its acceptance of responsibility. The COI has previously determined that this factor can apply even where a party disagrees with a violation but accepts responsibility for their failings. See *University of Tennessee at Chattanooga* (2018) (determining the factor applied to a head men's tennis coach who contested violations but repeatedly acknowledged his shortcomings and accepted responsibility). Here, the institution agreed to the violation and accepted responsibility but advocated for a different violation level. The factor applies.

Oklahoma State proposed an additional mitigating factor, Bylaw 19.9.4-(a), *Prompt self-detection and self-disclosure of the violation(s)*, but the panel determines it does not apply. It was the federal government, not the institution, that detected and exposed the associate head coach's acceptance of bribes. Although other individuals at the institution promptly came forward with information

¹² The *UCSB* decision is currently under appeal by another involved individual on issues unrelated to the track coach's CARA violations.

¹³ Oklahoma State self-reported 92 Level III violations from the 2014-15 through 2018-19 academic years, an average of 18 violations per year.

following the associate head coach's arrest—specifically, the video coordinator and the OSU student-athlete—the violations may have continued undetected if not for the federal investigation. Additionally, the associate head coach's violations had been going on for well over a year when the federal government uncovered them. In past cases, the COI has declined to apply this mitigating factor when violations were detected through means other than the institution's own compliance systems and/or went undetected for a significant period of time. *See UCSB* (determining the institution did not promptly self-detect CARA violations that had been going on for approximately two years and came to light through student-athlete reports rather than compliance systems) and *University of Missouri, Columbia* (2019) (determining the institution did not promptly self-detect academic misconduct violations that had been going on for a year and would have continued undetected but for a tutor's decision to come forward and report her conduct). Consistent with these cases, the factor does not apply here.

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 associate head coach.

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 Oklahoma State'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 Oklahoma State'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-Standard Violations (Bylaw 19.9.5)¹⁴

1. Probation: Three years of probation from June 5, 2020, through June 4, 2023.
2. Competition penalty: During the 2020-21 academic year, the men's basketball program shall end its season with the last regular-season contest and shall not participate in postseason conference or NCAA tournament competition.

In accordance with Bylaw 14.7.2-(c), the COI recommends that the NCAA Division I Committee for Legislative Relief waive the one-year residency requirement for transferring student-athletes whose institution was placed on probation which included a postseason ban penalty.

3. Financial penalty: Oklahoma State shall pay a fine of \$10,000 plus one percent of the budget for the men's basketball program.¹⁵ (Self-imposed.)
4. Scholarship reductions: Oklahoma State shall reduce by three the total number of grants-in-aid awarded in men's basketball during the 2020-21 through 2022-23 academic years.
5. Recruiting restrictions:¹⁶
 - a. Oklahoma State reduced the number of official visits in men's basketball to 25 during the 2018-19/2019-20 rolling two-year period (a reduction of three off the permissible number) and to 18 during the 2019-20/2020-21 rolling two-year period (a reduction of 10 off the permissible number). (Self-imposed.)
 - b. Oklahoma State shall prohibit unofficial visits in men's basketball for two weeks during the fall of 2020 and two weeks during the fall of 2021. (Self-imposed.) Because the Figure 19-1 penalty guidelines require a seven- to thirteen-week ban on official visits for Level I-Standard violations, the institution shall prohibit unofficial visits in men's basketball for a total of three additional weeks during the fall of 2020, 2021 and/or 2022.

¹⁴ The panel recognizes that circumstances surrounding the COVID-19 pandemic could impact how the institution is able to implement some of the penalties prescribed in this decision. If Oklahoma State finds that a penalty cannot be served as prescribed due to the ongoing pandemic, the institution should report any such challenges through the probation compliance process.

¹⁵ The fine from the program budget must be calculated in accordance with COI IOPs 5-15-4 and 5-15-4-1.

¹⁶ 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-Standard violations pursuant to the Figure 19-1 penalty guidelines.

- c. Oklahoma State shall prohibit telephonic recruiting communication in men's basketball for a one-week period during the 2020-21 academic year. (Self-imposed.) Because the Figure 19-1 penalty guidelines require a seven- to thirteen-week ban on recruiting communications for Level I-Standard violations, the institution shall prohibit telephonic recruiting communication in men's basketball for a total of six additional weeks during the term of probation.
- d. Oklahoma State reduced the number of recruiting person days in men's basketball by 12 during the 2019-20 academic year. (Self-imposed.) Because the Figure 19-1 penalty guidelines require a 17- to 33-day reduction in recruiting-person days for Level I-Standard violations, the institution shall reduce the number of recruiting-person days in men's basketball by five during the 2020-21 academic year.

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 cash benefits to a student-athlete 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 June 5, 2020, through June 4, 2030. 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.

Although each case is unique, the show-cause order is consistent with those prescribed in previous cases for Level I-Aggravated violations. *See Missouri* (prescribing a 10-year show-cause order for the Level I-Aggravated violations of a tutor who engaged in academic misconduct) and *Southern Mississippi* (prescribing a 10-year show-cause order for the Level I-Aggravated violations of the former head men's basketball coach who planned and orchestrated an academic misconduct scheme).

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

7. Public reprimand and censure through the release of the public infractions decision.
8. Oklahoma State shall prohibit the men's basketball staff from participating in off-campus evaluations for three consecutive days during the summer evaluation periods in 2020. (Self-imposed.)

9. During the period of probation, Oklahoma State 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 and certification legislation.
 - b. Submit a preliminary report to the OCOI by July 31, 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 May 1 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 Oklahoma State 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.
 10. Following the receipt of the final compliance report and prior to the conclusion of probation, Oklahoma State's president shall provide a letter to the COI affirming that Oklahoma State's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises Oklahoma State and the associate head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Oklahoma State 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 Oklahoma State does not comply or commits additional violations. Likewise, any action by Oklahoma State or the associate 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

Alberto Gonzales

Joel Maturi

Gary L. Miller

Vince Nicastro

Larry Parkinson, chief hearing officer

E. Thomas Sullivan

Sankar Suryanarayan

APPENDIX ONE

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

1. The institution undertook a review of its educational program for coaching staff members to ensure that legislation regarding agents, financial advisors, etc. was significantly addressed.
2. The institution undertook a review of its monitoring activities relating to outside employment, including the institution's policies for all university employees.

APPENDIX TWO
Bylaw Citations

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:

- (e) 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.

11.3.2.2 Supplemental Pay. An outside source is prohibited from paying or regularly supplementing an athletics department staff member's annual salary and from arranging to supplement that salary for an unspecified achievement. This includes the donation of cash from outside sources to the institution earmarked for the staff member's salary or supplemental income. It would be permissible for an outside source to donate funds to the institution to be used as determined by the institution, and it would be permissible for the institution, at its sole discretion, to use such funds to pay or supplement at staff member's salary.

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:

- (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.

11.3.2.2 Supplemental Pay. An outside source is prohibited from paying or regularly supplementing an athletics department staff member's annual salary and from arranging to supplement that salary for an unspecified achievement. This includes the donation of cash from outside sources to the institution earmarked for the staff member's salary or supplemental income. It would be permissible for an outside source to donate funds to the institution to be used as determined by the institution, and it would be permissible for the institution, at its sole discretion, to use such funds to pay or supplement a staff member's salary.

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.

11.3.2.2 Supplemental Pay. An outside source is prohibited from paying or regularly supplementing an athletics department staff member's annual salary and from arranging to supplement that salary for an unspecified achievement. This includes the donation of cash from outside sources to the institution earmarked for the staff member's salary or supplemental income. It would be permissible for an outside source to donate funds to the institution to be used as determined by the institution, and it would be permissible for the institution, at its sole discretion, to use such funds to pay or supplement a staff member's salary.

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-athletes 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-athletes 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.