

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

Mississippi Valley State University – Case No. 01064

March 13, 2020

### **I. CASE SYNOPSIS**

In May 2016, then women's soccer prospective student-athlete (the prospect) completed her first year at the University of Ghana. She wanted to transfer to and play for Mississippi Valley State University (Mississippi Valley) because two of her former U-17 teammates were members of the women's soccer program. As a result, the prospect contacted former head coach 1 (former head coach 1), also from Ghana, who she believed was the institution's head women's soccer coach. Unbeknownst to the prospect, former head coach 1 left Mississippi Valley in December 2015 to become the head coach at another Division I institution. Mississippi Valley named former head coach 2 (former head coach 2) as former head coach 1's successor in February 2016. Regardless, former head coach 1 talked to the prospect about transferring to Mississippi Valley or another institution. The prospect subsequently decided to attend Mississippi Valley and continued to communicate with former head coach 1 as she prepared to attend the institution. Around that time, former head coach 1 gave former head coach 2 the prospect's official academic transcripts so she could be admitted to the institution.

In August 2016, the prospect was scheduled to interview for her student visa at the U.S. Embassy in Ghana and was required to pay a \$200 Student and Exchange Visitor Program (SEVIS I-901) fee. However, she did not have a debit or credit card to pay the online fee. Instead, she gave the money to a friend, a Ghanaian resident, who transferred it electronically to former head coach 1 and hoped he would help. At that time, former head coach 1 informed the prospect that he was no longer the head women's soccer coach at Mississippi Valley and that she should contact former head coach 2 for help. Around this same time, one of the prospect's friends who played for Mississippi Valley approached former head coach 2 and told him that the prospect was panicking about not being able to pay the SEVIS I-901 fee and that her interview was scheduled the next day. As a result, former head coach 2 contacted the prospect to discuss the matter. On August 26, 2016, former head coach 1 transferred \$200 to former head coach 2 who then paid the fee for the prospect on August 27. Former head coach 2 emailed the receipt to the prospect that same day so she could provide it as proof of payment during her interview. Former head coach 2 mistakenly believed his assistance to the prospect was permissible because she provided the money to cover the cost of the fee.

The prospect planned to travel to the United States in September 2016 after receiving her student visa. She could afford a plane ticket using money she received from her uncle; however, September 4, when the prospect attempted to book her flight, the airline declined her form of payment. She immediately contacted former head coach 2 who suggested that her father or uncle pay for the flight; however, this was not possible for reasons that were not disclosed. Former head

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

coach 2 then told the prospect to send the money to him via Western Union so he could reserve the ticket. However, she did not know how to wire funds. Finally, former head coach 2 told the prospect that he would buy her ticket after she assured him that she had the necessary funds and promised to pay him back as soon as she arrived in the United States. Former head coach 2 purchased her ticket from Ghana to Memphis, Tennessee, for \$1,154 and forwarded her the airline reservation details. The prospect subsequently flew to and arrived in the United States September 12. After former head coach 2 picked her up at the airport and drove her to her dormitory, she gave him \$1,155 cash as repayment.

## **II. PARTIES' AGREEMENTS**

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

1. [NCAA Division I Manual Bylaws 12.11.1, 13.2.1, 13.2.1.1-(e), 13.5.4, 13.15.1 and 16.8.1 (2016-17)] (Level II)

Mississippi Valley, former head coach 2 and the NCAA enforcement staff agree that in August and September 2016, former head coach 2 arranged for and provided impermissible recruiting inducements in the form of travel fees and expenses to the prospect so she could travel from her home in Ghana to the United States to enroll and compete for the women's soccer program. As a result of the impermissible inducements, the prospect competed in 48 contests and received actual and necessary expenses while ineligible. Specifically:

- a. On August 27, 2016, former head coach 2 facilitated payment for the prospect's SEVIS I-901 fee, which was a prerequisite for obtaining a student visa to study in the United States. The prospect gave \$200 to intermediaries who then provided former head coach 2 the money to pay the fee. [NCAA Bylaws 13.2.1, 13.2.1.1-(e) and 13.15.1 (2016-17)]
- b. On September 4, 2016, former head coach 2 paid for the prospect's United Airlines flight from Accra, Ghana, to Memphis. The value of the impermissible recruiting inducement was approximately \$1,154. The prospect repaid former head coach 2 soon after arriving in the United States September 12. [NCAA Bylaws 13.2.1, 13.2.1.1-(e) and 13.5.4 (2016-17)]

2. [NCAA Division I Manual Bylaws 11.1.1.1 (2016-17)] (Level II)

Mississippi Valley, former head coach 2 and the enforcement staff agree that in August and September 2016, former head coach 2 is presumed responsible for the violations detailed in Agreed-Upon Finding of Fact No. 1 and did not rebut the presumption of responsibility. Specifically, head coach 2 did not demonstrate that he promoted an atmosphere for compliance within the women's soccer program due to his personal involvement in the violations.

**B. 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. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Standard for Mississippi Valley and former head coach 2.

**Institution:**

1. Aggravating factors (Bylaw 19.9.3).
  - a. A history of Level I, Level II or major violations by the institution [Bylaw 19.9.3-(b)].
  - b. Multiple Level II violations by the institution [Bylaw 19.9.3-(g)].
  - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
2. Mitigating factors (Bylaw 19.9.4).
  - a. Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties [Bylaw 19.9.4-b)].
  - b. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution, pursuant to Bylaw 19.5.12.1 [Bylaw 19.9.4-(c)].

**Involved Individual (former head coach 2):**

1. Aggravating factors (Bylaw 19.9.3).
  - a. Multiple Level II violations by the involved individual [Bylaw 19.9.3-(g)].
  - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
2. Mitigating factors (Bylaw 19.9.4).
  - a. Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties [Bylaw 19.9.4-b)].

- b. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution, pursuant to Bylaw 19.5.12.1 [Bylaw 19.9.4-(c)].
- c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

### **III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

### **IV. REVIEW OF OTHER ISSUES**

The parties agree that a finding of unethical conduct for former head coach 2 pertaining to Agreed-Upon Finding of Fact No. 1 is not appropriate based on the facts in this case. Specifically, the prospect had the funds to pay for her travel fees and expenses and only received assistance from former head coach 2 because she had trouble paying for them online. Former head coach 2 received the money in advance from the prospect to pay for her SEVIS I-901 fee and was repaid for her airline ticket shortly after she arrived in the United States. Consequently, the parties believe that the violations, while significant, do not rise to the level of unethical conduct.

### **V. PARTIES' AGREED-UPON PENALTIES**

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

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

#### **Core Penalties for Level II – Standard Violations (Bylaw 19.9.5)**

1. Probation: Three years of probation from March 13, 2020, through March 12, 2023.
2. Financial Penalty: The institution shall pay a fine of \$5,000 plus one percent of the budget for the women's soccer budget for the 2019-20 academic year.<sup>2</sup>

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<sup>2</sup> The fine from the budget for the program must be calculated in accordance with the NCAA Division I Committee on Infractions' Internal Operating Procedures (IOP) 5-15-4 and 5-15-4-1.

3. Recruiting Restrictions: During the 2019-20 academic year, the institution shall restrict recruiting activities in women's soccer as follows:
  - a. Seven-week ban (not consecutive) of unofficial visits and no complimentary tickets.
  - b. Ten-week ban (not consecutive) of off-campus recruiting.
4. Show-cause order: Former head coach 2 shall be subject to a one-year show-cause order from March 13, 2020, through March 12, 2021. As part of the show-cause order, the coach shall attend one NCAA Regional Rules Seminar in 2020 pursuant to Committee on Infractions' IOP 5-15-3-2. Further, the coach shall be prohibited from all off-campus recruiting activities from January 6 through February 2, 2020, an approximate 7.5% ban of total possible recruiting weeks.<sup>3</sup>
5. Head coach restrictions: Former head coach 2 is currently an assistant women's soccer coach at another Division I institution. The institution shall suspend former head coach 2 from all coaching activities for the first four games during the 2020-21 academic year or 20% of the maximum number of allowable contests. The provisions of this suspension require that the coach not be present in the facility where games are played and have no contact or communication with women's soccer coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of each contest and ends at 11:59 p.m. that day. During that period, the coach may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which the coach is suspended shall not count toward his career coaching record. The institution or any other employing member institution shall adhere to this penalty and the reporting requirements during the 2020-21 academic year.

**Additional Penalties for Level II – Standard Violations (Bylaw 19.9.7)**

6. Public reprimand and censure through the release of the public infractions decision.
7. Two game reduction during the women's soccer regular season for the 2020-21 academic year.
8. Vacation of team and individual records: Ineligible participation in the women's soccer program occurred as a result of violations in this case. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and Committee on Infractions' IOP 5-15-6, the

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<sup>3</sup> The institution has already implemented this penalty.

institution shall vacate all regular season and conference tournament wins, ties, records and participation in which the ineligible student-athlete competed from the time she became ineligible through the time she left the institution. This order of vacation includes all regular season competition and conference tournaments. Further, if the ineligible student-athlete participated in NCAA postseason competition at any time she was ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athlete shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding its athletics programs, as well as the records of head coaches, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in women's soccer shall be returned to the Association. Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics office and appropriate conference officials to identify the specific student-athlete and contests impacted by the penalties. In addition, the institution must provide the media coordination and statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the media coordination and statistics office. This written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution appeals the vacation penalty, at the conclusion of the appeals.

9. During this period of probation, the institution shall:

- a. Continue to develop and implement a comprehensive compliance and educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for NCAA recruiting and certification legislation;

- b. Submit a preliminary report to the NCAA office of the Committees on Infractions by May 1, 2020, setting forth a schedule for establishing this compliance and educational program;
  - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by February 1 during each year of probation. Particular emphasis shall be placed on the institution's compliance measures taken to ensure adherence with NCAA recruiting legislation and related rules education and;
  - d. Inform prospects in all affected sports programs in writing that the institution 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; and
  - e. Publicize specific and understandable information concerning the nature of the violations by providing, at a minimum, a statement to include the types of violations and the involved sports program(s) and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides of the involved sports program(s) for the entire term of probation. The institution's statement must: (i) clearly describe the violations; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
10. Following the receipt of the compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

## **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 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 – Standard.

If a hearing panel approves the negotiated resolution, the institution and former head coach 2 agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and former head coach 2 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 office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution or former head coach 2 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 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).

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

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

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

Pursuant to Bylaw 19.5.12, the hearing panel approves the parties' negotiated resolution agreement. The hearing panel's review of this agreement is limited. Hearing panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.5.12.2. In this case, the hearing panel determines that the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the participating parties classified this case as Level II - Standard for Mississippi Valley and the former head coach 2's violations. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Standard violations in Figure 19-1 and Bylaw 19.9.5 and with the additional penalties available under Bylaw 19.9.7. Pursuant to Bylaw 19.5.12.4, this negotiated resolution has no precedential value.



The COI advises Mississippi Valley and the former head coach 2 that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution or head coach contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL  
Norman Bay  
Greg Christopher, Chief Hearing Officer  
Sankar Suryanarayan

**APPENDIX**

**MISSISSIPPI VALLEY STATE UNIVERSITY'S CORRECTIVE ACTIONS**

1. Travel Reimbursement: Compliance sign-off on all travel reimbursements for official and unofficial visits.
2. International Student-Athletes:
  - a. International student-athletes will be required to sign a checklist of expenses paid prior to arrival to the institution.
  - b. International student-athletes will be required to provide receipts of travel expenses to the institution.
3. Institutional Fees: A pre-enrollment checklist will be created and sent to prospective student-athletes with payments and fees that are to be covered by the students.