



**UNIVERSITY OF MARY HARDIN-BAYLOR**  
**PUBLIC INFRACTIONS DECISION**  
**October 10, 2019**

**I. INTRODUCTION**

The NCAA Division III Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division III membership and the public. The COI decides infractions cases involving member institutions and their staffs. This case involved impermissible transportation in the football program at the University of Mary Hardin-Baylor (UMHB) and centered on the head coach providing the use of a car to two football student-athletes.<sup>1</sup> The parties agreed that the provision of impermissible transportation also supported a head coach responsibility violation. The COI considered this case through the cooperative summary disposition process in which all parties agreed to the primary facts and violations as fully set forth in the summary disposition report (SDR).<sup>2</sup> The COI proposed additional penalties to the institution, the majority of which were accepted. However, the institution contested one of the COI's proposed penalties, a vacation of records. The institution chose to contest that penalty in a written submission in lieu of an expedited hearing. The COI retains the contested penalty, which UMHB may appeal.

As detailed in the SDR, the parties agreed that football staff members, led by the head football coach, provided impermissible transportation in three ways that violated NCAA recruiting and extra benefit legislation. First, during May 2016, two football staff members provided a football student-athlete, who was a prospect at the time, transportation to and from the student-athlete's place of employment on approximately four occasions. The head coach was aware of this transportation. Second, during 2016 and 2017, the head coach provided cost-free use of his car to the same student-athlete and maintained liability insurance. Finally, in early 2018, the head coach provided use of the same car to a second student-athlete, but it became inoperable shortly after the second student-athlete took possession. The provision of transportation and cost-free use of a car constituted both impermissible recruiting inducements and benefits. As a result of the impermissible benefits, the first student-athlete competed and received actual and necessary expenses while ineligible. Taken together, the provision of impermissible transportation, use of a car and ineligible competition constituted a major violation.

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<sup>1</sup> A member of the American Southwest Conference, the institution has an enrollment of approximately 3,900 students. It sponsors seven women's and seven men's sports. This is the institution's first major infractions case.

<sup>2</sup> Pursuant to COI Internal Operating Procedure (IOP) 4-8-2-1, the COI in future cases may view this decision as less instructive than a decision reached after a contested hearing because violations established through the summary disposition process constitute the parties' agreement.

The head coach's knowledge and direct actions violated head coach responsibility legislation. The head coach never confirmed the permissibility of his staff members providing transportation for a prospect nor the permissibility of loaning his car to student-athletes. He also dismissed a staff member's concern when questioned about allowing a student-athlete to use his car. The head coach's knowledge of these violations, his direct involvement in some and his failure to check the permissibility of his actions, reflected his lax attitude towards compliance. It also demonstrated that he failed to promote an atmosphere for compliance and failed to monitor his staff. The head coach's head coach responsibility violation was also a major violation.

The COI accepts the parties' factual agreements and that major violations occurred in this case. The committee adopts and prescribes the following penalties: a two-year probationary period; a vacation of records; a financial penalty; an outside audit; and NCAA Regional Rules Seminar attendance for football staff.

## **II. CASE HISTORY**

In May 2017, a UMHB professor, who was also the faculty athletics representative (FAR) at the time, overheard students ostensibly joking about a football student-athlete receiving a car. At the time, the FAR dismissed the conversation as hearsay. On March 1, 2018, the FAR met on an unrelated issue with one of the students she had overheard the previous year talking about a football student-athlete receiving a car. During that meeting, the FAR further questioned the student, who confirmed that a football student-athlete had indeed been provided use of a car. The FAR then reported the information to institutional officials, triggering an internal inquiry.

On April 13, 2018, the institution submitted a self-report of potential violations and followed up with supplements to its self-report on April 25 and April 30, 2018. The NCAA sent a written notice of inquiry to UMHB on April 27, 2018. During the period from June 2018 through September 2018, UMHB and the enforcement staff conducted a joint inquiry. On July 8, 2019, the parties jointly submitted the SDR to the Division III Committee on Infractions.

The COI reviewed the SDR on July 25, 2019. On July 31, 2019, the committee proposed additional penalties to the institution. On August 7, 2019, UMHB's president notified the COI that the institution accepted all the proposed penalties except for the vacation of records, which the institution chose to contest via a written submission in lieu of an expedited hearing. On August 13, 2019, the COI informed UMHB that it should submit its written submission no later than August 27, 2019. On August 21, 2019, the COI chair granted the institution's request for a short extension. The institution provided, in a timely manner, its submission on September 9, 2019. The COI reviewed the submission via teleconference on September 17, 2019.

### III. PARTIES' AGREEMENTS

#### **PARTIES' AGREED-UPON FACTUAL BASIS, VIOLATIONS OF NCAA LEGISLATION AND TYPE OF VIOLATIONS**

The parties jointly submitted an SDR that identified an agreed-upon factual basis and violations of NCAA legislation and type of violations.<sup>3</sup> The SDR identified:

#### **1. [NCAA Division III Manual Bylaws 13.2.2-(f), 13.5.1 and 16.02.3 (2015-16 through 2017-18); 14.9.1 and 16.8.1 (2016-17 and 2017-18)]**

The institution, the head football coach (head coach) and enforcement staff agree that between May 2016 and December 2017, the head coach and members of the football coaching staff violated recruiting and extra benefit legislation when they provided local transportation and loaned a personal vehicle to a student-athlete (student-athlete 1). The total value of the benefits was approximately \$5,000. As a result of the impermissible benefits, student-athlete 1 competed and received actual and necessary expenses while ineligible. Additionally, the head coach provided an extra benefit to a second student-athlete (student-athlete 2) when he loaned his personal vehicle to him. Specifically:

- a. In early May 2016, the head coach was aware that two assistant coaches provided student-athlete 1 impermissible transportation to and from work when he moved from California to the locale of the institution in Texas. [NCAA Bylaws 13.2.1 and 13.5.1(2015-16)]
- b. In late May 2016 through December 2017, the head coach provided the use of his 2006 car to student-athlete 1 at no cost and maintained the liability insurance on the vehicle, a value of approximately \$5,003.11. The head coach was aware that student-athlete 1 was still a prospective student-athlete when he initially provided use of the vehicle and continued to allow student-athlete 1 to use the vehicle once he enrolled full time and competed at the institution beginning in August 2016. [NCAA Bylaws 13.2.1, 13.2.2-(f) and 16.02.3 (2015-16 through 2017-18)]
- c. In February 2018, the head coach provided use of his 2006 car to student-athlete 2 until the vehicle broke down within one hour of student-athlete 2 using it. [NCAA Bylaw 16.02.3 (2017-18)]

#### **2. [NCAA Division III Manual Bylaw 11.1.2.1 (2015-16 through 2017-18)]**

The institution, the head coach and enforcement staff agree that from May 2016 through February 2018, the head coach is presumed responsible for the violations detailed in Violation No. 1 and did not rebut the presumption of responsibility. Specifically, the head coach did not

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<sup>3</sup> This decision provides the agreed-upon factual basis, violations and type of violations as exactly stated in the SDR, except for shortening references to the parties.

demonstrate that he promoted an atmosphere for compliance due to his personal involvement in, and awareness of the violations, as well as his failure to report the violations. Even after a staff member questioned the permissibility of loaning the car to student-athlete 1, the head coach did not seek guidance from the compliance office. Additionally, the head coach did not monitor his staff when he became aware that members of his staff provided local transportation as detailed in Violation No. 1 and did nothing to stop or report their actions.

#### **IV. REVIEW OF CASE**

##### **Agreed-upon Violations**

The submitted SDR fully detailed the parties' positions in this infractions case and included the agreed-upon primary facts and violations. After reviewing the parties' principal factual agreements and the respective explanations surrounding those agreements, the COI accepts the parties' SDR and concludes that the facts constitute major violations of NCAA legislation. Specifically, the parties agreed that the impermissible transportation and use of a car together constituted a major violation of NCAA recruiting and extra benefit legislation. Furthermore, student-athlete 1's receipt of these benefits caused student-athlete 1 to compete and receive expenses while ineligible, violating eligibility legislation. The head coach agreed that his knowledge of and direct involvement in some of the violations support the agreed-upon head coach responsibility violation.

##### *Impermissible Transportation and Use of a Car*

Football staff members provided impermissible transportation for student-athlete 1. Further, the head coach provided cost-free use of a car for student-athlete 1 and briefly, for student-athlete 2. The parties agreed that these actions violated NCAA recruiting and extra benefit legislation.

Bylaw 13.2.1 generally prohibits institutional staff members from providing benefits to prospects including any "tangible item," which is specifically prohibited under Bylaw 13.2.2-(f). Bylaw 13.5.1 specifically forbids the provision of transportation to prospects, except in limited circumstances such as an official campus visit. Similarly, Bylaw 16.02.3 prohibits staff members from providing student-athletes with benefits not expressly authorized by NCAA legislation, which would include cost-free transportation and use of a car. Among benefits that are authorized is the provision of expenses associated with practice and competition, such as food and lodging, as set forth under Bylaw 16.8.1. Expenses associated with competition can only be provided to eligible student-athletes. Bylaw 14.9 addresses ineligibility of student-athletes and Bylaw 14.9.1 obligates member institutions to withhold ineligible student-athletes from competition.

During May 2016 members of the football coaching staff provided local transportation to and from student-athlete 1's place of employment after he moved from California to the locale of the institution in Belton, Texas and before he enrolled at UMHB. Furthermore, from late May 2016 through December 2017 the head coach loaned a car he owned to student-athlete 1. The coaching staff members provided these benefits both before student-athlete 1 enrolled at UMHB

and after he enrolled and became a student-athlete. Consequently, this conduct violated NCAA recruiting legislation under Bylaw 13, and benefits legislation under Bylaw 16. A violation of Bylaw 16 also occurred when the head coach briefly loaned the same car to student-athlete 2.

The receipt of these benefits rendered student-athlete 1 ineligible and he subsequently competed and received associated expenses while ineligible. As a result, the institution violated legislation under Bylaw 14, which obligates NCAA members to withhold ineligible student-athletes from competition. The receipt of expenses by student-athlete 1 while ineligible also violated Bylaw 16, which prohibits institutions from providing such expenses to ineligible student-athletes.<sup>4</sup> The parties agreed, and the committee concludes, that the combination of local transportation, cost-free use of a car and student-athlete 1's subsequent ineligible competition are a major violation. Pursuant to Bylaw 19.02.2.2, the violation is major because the underlying violations included a significant extra benefit.

This case shares similarities with other cases in which coaches have provided impermissible benefits to student-athletes and where the COI has concluded the violations were major because of the value of the benefits and the scope of the violations. *See Thomas More College* (2016) (concluding that an assistant women's basketball coach provided \$5,000 in impermissible extra benefits to a women's basketball student-athlete, including free lodging and the use of an automobile); *College of Staten Island* (2013) (concluding that the head swimming coach provided impermissible inducements and extra benefits to six international student-athletes); *Occidental College* (2013) (concluding the head women's volleyball coach provided impermissible benefits to eight student-athletes in the form of travel expenses, lodging and the use of rental cars); and *Salem State University* (2003) (concluding that the head soccer coach provided impermissible cost-free meals on three to four occasions per week to a student-athlete who was renting an apartment in the coach's home). This case is similar to previous cases in which the COI has concluded that major violations occur when coaches are involved in the provision of impermissible benefits, as seen in this case.

#### *Head Coach Responsibility*

The head coach's knowledge of and involvement in the violations demonstrated that he failed to promote an atmosphere for compliance and failed to monitor his staff. Specifically, he permitted two student-athletes to use his car, one for a lengthy period, and his staff members provided free transportation. In this way, the head coach failed to meet his obligations under Bylaw 11.

Bylaw 11 addresses the conduct of athletics personnel, including head coaches. Bylaw 11.1.2.1 establishes two affirmative duties for head coaches: (1) to monitor individuals in their program who report to them. The head coach may rebut this presumption by demonstrating that he

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<sup>4</sup>Agreed-upon Violation No. 1 referenced Bylaws 14.9.1 and 16.8.1 in the bylaw citations and generally addressed how the institution violated those bylaws in the lead paragraph. However, there is no subparagraph in Violation No. 1 that specifically addressed the conduct that violated those two bylaws.

promoted an atmosphere for compliance and monitored his staff and (2) to promote an atmosphere for compliance.

The head coach agreed that he failed to meet head coach responsibility in two ways. First, when the head coach became aware of the local transportation provided to student-athlete 1 by football staff members, he did not check the permissibility of this transportation, which, under the rules, was a recruiting inducement. Thus, he did not monitor his staff relative to possible violations. Second, the head coach provided student-athlete 1 use of his car for approximately 18 months, again failing to consult with appropriate athletics department staff members to determine the permissibility of loaning a car to a student-athlete, an impermissible benefit. The receipt of this impermissible benefit rendered student-athlete 1 ineligible, causing him to compete while ineligible and receive associated expenses for which he was not entitled. Of particular concern to the COI is the fact that a football staff member questioned the head coach about providing a car to student-athlete 1, but the head coach dismissed the staff member's concern and took no action to ascertain the permissibility of his actions. In doing so, the head coach failed to promote an atmosphere for compliance. This conduct does not meet the membership's high standards for head coaches. Accordingly, the head failed to rebut the presumption of head coach responsibility, thus violating Bylaw 11.1.2.1.

The COI's conclusion that the head coach's actions violated head coach responsibility legislation and that the violation is major is supported by past cases where the COI analyzed the head coach's knowledge and involvement, in addition to the nature of the underlying violations. *See University of Wisconsin-Stevens Point* (2019) (concluding that a head coach committed a major violation of Bylaw 11.1.2.1 when he and members of his staff routinely directed and observed student-athletes in countable athletically related activities (CARA) outside the institution's declared playing seasons and when the head coach and other staff members observed prospects participating with men's basketball student-athletes in CARA activities); *York College* (2017) (concluding that the head men's basketball coach committed a major violation of Bylaw 11.1.2.1 when, acting in his dual capacity as the director of athletics, he certified two ineligible men's basketball student-athletes as eligible); and *Staten Island* (concluding that the head swimming coach committed major violations when he provided impermissible inducements and extra benefits to six international student-athletes and, in doing so, engaged in unethical conduct and failed to promote an atmosphere for compliance). Here, the head coach control violation aligns with past cases.

### **Contested Penalty**

After accepting the facts and violations in the SDR, the committee proposed additional penalties to the institution. The institution accepted all but one of the additional penalties, a vacation of wins and records. UMHB contested the vacation through a written submission in lieu of an expedited hearing. In its written submission challenging the penalty, the institution argued that the head coach and student-athlete 1 were not aware that the provision of a car by a coach to a student-athlete violated NCAA rules, thus the violation was inadvertent. UMHB also argued that the violations did not result in a competitive advantage. The COI is not persuaded. While the head coach may not have been aware that his provision of a car to a student-athlete was a violation, the conduct itself was, regardless, intentional.

After considering the violations agreed-upon in the SDR, and the institution's position on the vacation penalty, the COI rejects UMHB's arguments for four reasons: (1) because the head coach was directly involved; (2) to address the competitive advantage gained through ineligible competition; (3) to hold the institution accountable and deter future violations; (4) it aligns with past cases. The COI determines a vacation of records remains appropriate.

Regarding head coach involvement, Bylaw 19.5.2-(g) identifies specific circumstances which significantly increase the likelihood of the vacation penalty being prescribed. At least one of the circumstances is present in this case, although none of the circumstances are required as a basis to vacate records. Specifically, the parties agreed that the head coach was directly involved in violations when he provided student-athlete 1 (and briefly, student-athlete 2) the use of a car he owned. This violation occurred over a lengthy period of time—approximately a year and-a-half. Moreover, the head coach had been in his position for over 20 years. Although the head coach claimed he was not aware that he was committing a violation by providing a car to student-athlete, thus the violation was "inadvertent," the parties agreed in the SDR that he "should have known." Regardless of whether the violation was inadvertent, the head coach's direct involvement in providing use of a car to student-athletes strengthens the justification for prescribing a vacation of records in this case.

With respect to the question of whether the institution gained a competitive advantage, when institutions permit ineligible student-athletes to compete—even when they do so unknowingly and unintentionally—they receive an unfair advantage over other institutions that abide by the rules. This advantage exists regardless of the number of student-athletes who competed while ineligible or the reason for their ineligibility.

A vacation of records is appropriate in this case because ineligible competition occurred and the head coach was directly involved in violations. In this and other similar cases, the vacation of records serves the exact purposes for which the penalty is intended: to foster accountability, restore fairness and deter future violations.

Because of these above cited reasons, the COI prescribes a vacation of wins and records. Notably, the Division III COI has been consistent in prescribing vacation in major infractions cases when student-athletes compete while ineligible, including instances when only one student-athlete competed in that status, as in this case. *See Thomas More* (vacating women's basketball records, including a Division III women's basketball championship, resulting from an assistant coach providing extra benefits to a student-athlete, including free lodging and the use of an automobile); *Susquehanna University* (2016) (vacating football records as the result of a booster providing impermissible funds to a football student-athlete); *Staten Island* (vacating swimming records resulting from the head swimming coach providing impermissible inducements and extra benefits to six international student-athletes); *Occidental* (vacating women's volleyball records as the result of the head coach providing impermissible benefits to eight student-athletes); and *Salem State* (vacating men's soccer records as the result of the head coach providing impermissible cost-free meals to a student-athlete). This case is similar to previous cases in which the COI has consistently prescribed the vacation penalty, especially when coaches are involved in the provision of impermissible benefits, as seen in this case.

## **V. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the COI concludes that this case involved major violations of NCAA legislation. The institution agreed to the factual findings and violations; therefore, it may not appeal the violations. However, because UMHB did not agree to the proposed vacation of records, which was retained by the COI following an expedited review of that penalty on the written record, UMHB may appeal that penalty to the Division III Infractions Appeals Committee (IAC). However, pursuant to Bylaw 32.10.1, because UMHB elected to contest the vacation penalty with the COI through a written submission, it may only appeal the penalty on written submission.

In prescribing penalties, the COI evaluated relevant mitigating and other factors submitted pursuant to Bylaw 32.7.1.3. As part of its evaluation, the COI considered UMHB's cooperation in all parts of the case and determines it was consistent with UMHB's obligation under Bylaw 32.1.3. The COI also considered UMHB's corrective actions as set forth in Appendix One. After considering all information relevant to the case, the COI prescribes the following penalties (self-imposed penalties are so noted):

### **Penalties for Major Violations (Bylaw 19.5.2)**

1. Public reprimand and censure through the release of the public infractions decision.
2. Two years of probation from October 10, 2019, through October 9, 2021. (Self-imposed.)
3. During this period of probation, UMHB 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 ensuring compliance with NCAA legislation on certification and recruiting;
  - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by December 1, 2019, setting forth a schedule for establishing this compliance and educational program;
  - c. File with the OCOI a final compliance report indicating the progress made with this program by August 31 during each year of probation. Particular emphasis shall be placed on rules education regarding recruiting inducements and extra benefits legislation;
  - d. Inform football prospects in writing that UMHB is on probation for two years and detail the violations committed. The information shall be provided as soon as practicable after the prospect is recruited pursuant to Bylaw 32.02.8 and, in all instances, before the prospect signs a financial aid agreement or initially enrolls at the institution, whichever is earlier;



- 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 athletics department's main webpage "landing page" and in the media guides for football (if produced). 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; and
  - f. Following the receipt of the final compliance report and prior to the conclusion of probation, UMHB's president shall provide a letter to the COI affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
4. Pursuant to NCAA Bylaw 19.5.2-(g), the institution shall vacate all regular season wins and records in which any ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, pursuant to Executive Regulation 31.2.2.3, if any student-athletes competed in the NCAA Division III Football Championship at any time while ineligible, the institution's participation in the championship shall be vacated. Individual records of any ineligible student-athletes shall also be vacated. However, the individual records and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding its football program, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which 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 head coach with vacated wins on his record may not count the vacated wins to attain specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated contests shall be removed from athletics department stationary, banners displayed in public areas and any other forum in which they appear (e.g., signature blocks, etc.). Any trophies awarded by the NCAA in football related to vacated wins and record shall be returned to the Association.

Finally, to ensure that all institutional and student-athlete vacations, statistics and records are accurately reflected 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 NCAA Media Coordination and Statistics office with a written report, detailing those discussions. The document will be maintained in the permanent files of the NCAA 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. The sports information

director (or designee) must also inform the OCOI of its submission to the NCAA Media Coordination and Statistics office.

5. UMHB shall pay a \$2,500 fine. (Self-imposed.)
6. During the first six months of probation, the institution shall undergo an outside audit of its athletics policies and procedures to ensure that they are consistent with institutional guidelines and NCAA Division III rules. The results of the audit shall be included in the institution's annual compliance report following the end of the probationary period and the institution must comply with the recommendations of the audit. (Self-imposed.)
7. UMHB suspended the head coach without pay, effective April 23, 2018, for a period of three consecutive months. During the three-month period of suspension, the head coach was not allowed to directly or indirectly participate in any aspect of the institution's athletics program. Further, the institution suspended the head coach for the first three contests of the 2018 season. (Self-imposed.)
8. UMHB required the head coach to attend an NCAA Regional Rules Seminar in 2018 and will require him to attend Regional Rules Seminars during each year of the probationary period. (Self-imposed.) In addition, UMHB shall require all assistant football coaches, including the recruiting and academic coordinator, to attend at least one Regional Rules Seminar during the period of probation.

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As required by NCAA legislation for any institution involved in a major infractions case, UMHB shall be subject to the provisions of Bylaw 19.5.2.3, concerning repeat violators, for a five-year period beginning on the effective date of the penalties in this case, October 10, 2019. The COI advises UMHB and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor UMHB 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 UMHB does not comply or commits additional violations. Likewise, any action by UMHB or the 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

Christopher Bledsoe  
Sarah Feyerherm  
Amy Hackett  
Gerald Houlihan, Chair

**APPENDIX ONE**

**UMHB'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE JULY 8, 2019,  
SUMMARY DISPOSITION REPORT.**

The institution will continue to develop and implement a comprehensive educational program on NCAA Division III rules to instruct the coaches, the faculty athletics representative, all athletics department personnel and all institution staff members with responsibility for compliance. Specific examples include a comprehensive review and update of its student-athlete handbook and athletics compliance manual and web page (which were completed this year), added components to coaching staff orientation and periodic training, and increased communication to the campus community regarding rules education. Specifically, in response to the allegations contained in this case, the institution has implemented or will implement the following corrective actions:

1. Effective immediately, and recurring at the beginning of each academic year, the compliance officer will conduct training for all athletics staff including graduate assistants and volunteers regarding NCAA rules, with particular emphasis on the NCAA rules applicable to these violations.
2. Effective immediately, monthly "all hands" athletics department staff meetings will incorporate a mandatory compliance training "brief" with Q&A, facilitated by the compliance officer.
3. Effective immediately, the compliance officer will distribute a monthly email regarding a compliance topic to all athletics department staff (including GAs, part-time and volunteer staff).
4. Effective immediately, the compliance officer will implement an orientation and training curriculum for all incoming athletics staff, including GAs, part-time and volunteer staff.
5. Effective immediately and reoccurring at the beginning of each academic year during the probationary period, the president will specifically communicate to the institution's student-athletes and athletics staff about the importance of NCAA rules compliance.
6. Effective immediately, and reoccurring at the beginning of each academic year during the probationary period, student-athletes will be required to complete a vehicle information form which solicits information about any vehicle owned or regularly driven by each student-athlete and whether any athletics department staff member helped purchase or provide the vehicle.
7. The institution issued a formal reprimand to the head coach on April 23, 2018.

**APPENDIX TWO**  
**Bylaw Citations**

**Division III 2015-16 Manual**

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**13.2.2 Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

(f) Any tangible items, including merchandise.

**13.5.1 General Restrictions.** An institution may not provide transportation to a prospective student-athlete other than on the official paid visit or, on an unofficial visit, to view a practice or competition site and other institutional facilities when accompanied by an institutional staff member. However, an institution may not provide transportation to attend one of the institution's home contests (on or off campus) during the unofficial visit.

**16.02.3 Extra Benefit.** An extra benefit is any special arrangement by an institutional employee or a representative of the institution's athletics interests to provide a student-athlete or the student-athlete's relative or friend a benefit not expressly authorized by NCAA legislation. Receipt of a benefit by student-athletes or their relatives or friends is not a violation of NCAA legislation if it is demonstrated that the same benefit is generally available to the institution's students or their relatives or friends or to a particular segment of the student body determined on a basis unrelated to athletics ability.

**Division III 2016-17 Manual**

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**13.2.2 Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

(f) Any tangible items, including merchandise.

**13.5.1 General Restrictions.** An institution may not provide transportation to a prospective student-athlete other than on the official paid visit or, on an unofficial visit, to view a practice or competition site and other institutional facilities when accompanied by an institutional staff member. However, an institution may not provide transportation to attend one of the institution's home contests (on or off campus) during the unofficial visit.

**14.9.1 Obligation of Member Institution to Withhold Student-Athlete from Competition.** If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 14.11 if it concludes that the circumstances warrant restoration.

**16.02.3 Extra Benefit.** An extra benefit is any special arrangement by an institutional employee or a representative of the institution's athletics interests to provide a student-athlete or the student-athlete's relative or friend a benefit not expressly authorized by NCAA legislation. Receipt of a benefit by student-athletes or their relatives or friends is not a violation of NCAA legislation if it is demonstrated that the same benefit is generally available to the institution's students or their relatives or friends or to a particular segment of the student body determined on a basis unrelated to athletics ability.

**16.8.1 Permissible.** The permissible expenses for practice and competition that an institution may provide a student-athlete are defined in the following subsections (see Bylaw 16.10 for expenses that may be provided by individuals or organizations other than the institution).

### **Division III 2017-18 Manual**

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**13.2.2 Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

(f) Any tangible items, including merchandise.

**13.5.1 General Restrictions.** An institution may not provide transportation to a prospective student-athlete other than on the official paid visit or, on an unofficial visit, to view a practice or competition site and other institutional facilities when accompanied by an institutional staff member. However, an institution may not provide transportation to attend one of the institution's home contests (on or off campus) during the unofficial visit.

**14.9.1 Obligation of Member Institution to Withhold Student-Athlete from Competition.** If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 14.11 if it concludes that the circumstances warrant restoration.

**16.02.3 Extra Benefit.** An extra benefit is any special arrangement by an institutional employee or a representative of the institution's athletics interests to provide a student-athlete or the student-athlete's relative or friend a benefit not expressly authorized by NCAA legislation. Receipt of a benefit by student-athletes or their relatives or friends is not a violation of NCAA legislation if it is demonstrated that the same benefit is generally available to the institution's students or their relatives or friends or to a particular segment of the student body determined on a basis unrelated to athletics ability.

**16.8.1 Permissible.** The permissible expenses for practice and competition that an institution may provide a student-athlete are defined in the following subsections (see Bylaw 16.10 for expenses that may be provided by individuals or organizations other than the institution).