



MERCER UNIVERSITY
PUBLIC INFRACTIONS DECISION
September 30, 2021

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 This case involved recruiting violations committed by the former assistant coach and the former head coach of the women's cross country and track and field programs at Mercer University.² Along with the recruiting violations, the assistant coach also violated the principles of ethical conduct and the head coach violated head coach responsibility legislation. The underlying violations demonstrated that the institution failed to monitor its women's cross country program.

The violations in this case arose from circumstances the COI has encountered all too frequently—the presence of an international prospective student-athlete in the locale of the institution prior to enrollment. The COI has regularly cautioned institutions of the potential risks and the need for heightened monitoring in this area. Mercer did not heed those cautions.

The violations in this case began in September 2018 when the international prospective student-athlete arrived in Macon, Georgia prior to her planned spring 2019 enrollment. The prospect was an international women's cross country and track and field student-athlete who would be required to enroll at midyear due to needing to satisfy certain enrollment requirements. The prospect made plans with the assistant coach to live and train in the locale of the institution for approximately two months. During that time, multiple NCAA violations occurred.

The violations began on September 4, 2018, and carried on for the next two months. During that time, the assistant coach and head coach provided impermissible inducements, conducted impermissible tryouts and exceeded the permissible number of recruiting opportunities. The impermissible inducements consisted of cost-free travel and housing, institutional gear, tickets to home football games and travel and lodging to attend an away-from-home cross country competition. In total, the impermissible inducements had a value of \$1,383. Because of the impermissible inducements, the prospect competed and received expenses while ineligible upon her enrollment at Mercer in the 2019 spring term. In addition, both coaches arranged for and/or

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 A member of the Southern Conference, Mercer has a total enrollment of approximately 9,000 students. It sponsors eight men's sports and 10 women's sports. This is the institution's first Level I, Level II or major case.

observed the prospect prior to her enrollment, which resulted in the women's cross country program conducting impermissible tryouts. Finally, due to this continued interaction with the prospect over the two-month period, the women's cross country program exceeded the legislated amount of recruiting opportunities with the prospect. These violations are Level II.

The assistant coach's actions violated well-established standards of ethical conduct in two ways: (1) by knowingly providing impermissible inducements to the prospect and (2) by telling current student-athletes and the prospect to provide false and misleading information to Mercer when asked about his conduct. First, after being admonished by Mercer for permitting the prospect to attend practice, the assistant coach failed to heed Mercer's warning and continued to permit the prospect to attend practice and provided her with impermissible inducements. The assistant coach disregarded Mercer's warning because he did not want to lose the prospect's enrollment. Later, when Mercer conducted an internal investigation into the matter, the assistant coach told the prospect and student-athletes to provide false and misleading information regarding the prospect's living arrangements, local transportation and presence at practice. The unethical conduct violations are Level I.

Similarly, the head coach failed to rebut the presumption of responsibility for the violations in his program because he personally committed some violations, knew about others and did not address or report them. His personal involvement in and disregard for violations failed to set the proper tone in demonstrating an atmosphere of compliance. Likewise, he also failed to monitor his cross country program. Specifically, the head coach personally provided and/or had knowledge of the provision of inducements to the prospect and failed to report that conduct to Mercer's compliance staff. The head coach knew that the prospect was in the locale of the institution and failed to ensure that her presence complied with NCAA legislation. The head coach responsibility violation is Level II.

Finally, the scope and nature of the recruiting violations demonstrated that Mercer failed to adequately monitor its women's cross country program. After learning of the prospect's presence on campus and participation in practice, the compliance staff performed insufficient follow-up and fact-gathering into the situation. Among other shortcomings, Mercer did not meet with the prospect until after the violations occurred. Likewise, and despite knowing of her presence, Mercer never intervened to ensure that the prospect's initial and continued presence complied with NCAA legislation. Further, after Mercer became aware of a potential violation, it failed to timely report it to the enforcement staff. The failure to monitor violation is Level II.

The panel classifies this case as Level I-Standard for Mercer, Level I-Aggravated for the assistant coach and Level II-Standard for the head coach. Utilizing the current penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: three years of probation; a fine of \$5,000 plus one percent of the women's cross country and women's track and field budgets; a one-year postseason ban; scholarship reductions; recruiting restrictions; vacation of records; a three-year show-cause order for the assistant coach; and a one-year show-cause order for the head coach.

II. CASE HISTORY

The investigation that led to this case began approximately one year after the prospect arrived in the locale of Mercer. On September 18, 2018, the compliance staff self-reported the prospect's participation in practice on September 5, 2018, as a Level III violation. Over the next month, Mercer performed an internal investigation into the matter. On June 18, 2019, Mercer self-reported additional violations surrounding the prospect's recruitment. Due to the nature of the self-reported violations, the enforcement staff issued a notice of inquiry on November 12, 2019.

The enforcement staff and institution conducted interviews from November 2019 through March 2020. On September 8, 2020, the enforcement staff issued a notice of allegations (NOA) to Mercer, the assistant cross country and women's track and field coach (assistant coach) and the head cross country and women's track and field coach (head coach). The head coach submitted his response to the NOA on December 6, 2020, and Mercer and the assistant coach submitted their responses on December 7, 2020. The enforcement staff issued its written reply and statement of the case on February 5, 2021. On April 12, 2021, Mercer submitted a supplemental response addressing statements made by the enforcement staff in its written reply and provided signed affidavits from individuals involved in the case. The panel held a hearing via videoconference on May 13, 2021.³

III. FINDINGS OF FACT

The underlying conduct in this case occurred within the women's cross country and women's track and field programs at Mercer over a two-month span of the 2018 fall term. From September 4 through November 4, 2018, an international prospect remained in the locale of the institution prior to her scheduled enrollment in spring 2019. Over the course of these two months, the assistant coach and head coach provided the prospect with housing, transportation, institutional gear, a ticket to two home football contests, allowed her to participate in formal team practices and arranged for her participation in informal training opportunities with other student-athletes. Following these actions, the assistant coach attempted to withhold the extent of their conduct by encouraging the prospect and current student-athletes to provide false and/or misleading information to Mercer during an internal investigation into the matter. The institution, assistant coach, head coach and enforcement staff generally agree to the facts giving rise to this case.

In spring 2018, the assistant coach initiated contact with the international prospect, relaying that he intended to offer the prospect an athletic scholarship for the upcoming 2018-19 academic year. However, following a review of the prospect's academic record, Mercer determined that she had outstanding academic requirements to satisfy and the earliest she could be admitted to the

³ The panel appreciates the parties' professionalism and participation in the videoconference. Although the COI has historically held in-person hearings for contested cases, Bylaw 19.7.7 contemplates the use of videoconference to resolve most infractions cases. The COI has previously utilized videoconference as a mode for infractions cases and the circumstances related to the COVID-19 pandemic necessitate the use of videoconference to resolve pending matters. Among other recent hearings, this case serves as an example for how active infractions cases can be resolved in a fair and efficient manner through videoconferencing.

institution and receive an athletics scholarship would be the 2019 spring term. On July 13, 2018, the assistant coach communicated the institution's decision to the prospect and also proposed an alternative plan—the prospect could travel to the United States and complete the academic requirements while training and living in Macon, Georgia where Mercer is located. The conversations with the prospect quickly progressed from there, with the assistant coach stating on July 14, 2018, that the assistant coach would be able to provide the prospect with living arrangements, among other things, indicating that "[t]he only cost would . . . be the flight here and flight back We will pay for the flight back here [to enroll in the 2019 spring term]."

Approximately one week later, on July 20, 2018, Mercer offered the prospect a full grant-in-aid scholarship for the 2019 spring term. Mercer's assistant director of athletics for compliance told the enforcement staff during his interview that the offer made to the international prospect was "big" for the women's cross country program, as there are a limited number of available scholarships and the program had not previously awarded a full grant-in-aid. Over the next week, the assistant coach continued to communicate with the prospect and her parents to finalize logistics for the prospect's trip. The assistant coach told the prospect's father that the prospect "is allowed to stay with the graduate assistant and she has [to] split the cost of grocer[ies] of the month." On July 27, 2018, the prospect informed the assistant coach that her parents purchased a roundtrip flight to arrive on September 4, 2018, and depart on November 4, 2018, totaling a 61-day visit to the locale of the institution.

In his interview with the enforcement staff, the head coach acknowledged that during this period, the assistant coach brought up the prospect "almost daily" and shared the prospect's plans to be in the locale of the institution. At no point between the devising of this plan and the prospect's arrival did the assistant coach or head coach notify the compliance staff of the prospect's impending arrival or check into whether the proposed living and training arrangements were permissible.

As scheduled, the prospect's flight arrived on September 4, 2018. The assistant coach met the prospect at the airport and transported her back to the assistant coach's apartment, where the prospect would stay, rent-free for the next two weeks. In addition to the rent-free lodging with the assistant coach for the two-week period, the assistant coach regularly provided the prospect with transportation within the locale of the institution and also arranged for other cost-free lodging for the prospect to stay with current student-athletes.

On September 5, 2018, the assistant coach transported the prospect to women's cross country practice so the prospect could become acquainted with her soon-to-be teammates. Following practice, an athletic trainer encountered the prospect in the training room and did not recognize her as a current student-athlete. The athletic trainer notified the assistant athletic director for compliance (compliance director), who then contacted the head coach to ask whether the prospect had practiced with the team. The head coach responded that the assistant coach told him the prospect had flown in to visit campus, not to train or travel with the team.

The compliance director also spoke directly with the assistant coach, who stated that the prospect was "passing through town" while visiting family in Atlanta and wanted to meet her new

teammates. However, a women's cross country student-athlete contradicted these statements, telling a different athletics training room staff member that the prospect had practiced with the team. The athletics training room staff member relayed this information to the compliance staff and Mercer's senior woman administrator.

After learning this information, the compliance director and senior woman administrator spoke with the assistant coach about the prospect's participation in practice, informing him that it was not permissible for her to do so. The compliance director and senior woman administrator also provided him with information about recruiting legislation.

Around the same time, the director of athletics met with the head coach to discuss his responsibilities for both the track and field and cross country programs. The director of athletics was concerned that the head coach was delegating crucial responsibilities to the assistant coach. The director of athletics reiterated that the head coach was the head coach of both programs and too much delegation could lead to further issues. At the infractions hearing, the head coach admitted he was not always present at cross country practices because the assistant coach had an extensive background in cross country and ran the practices. Up to this point, the assistant coach was effectively operating as the head coach of the women's cross country program. However, after his discussion with the director of athletics, the head coach also stated he attended cross country practices moving forward. Despite Mercer's administrators speaking with the assistant coach and head coach, at no point at this time did they speak with the prospect about her participation with the cross country program. Following these discussions with the coaches, on September 18, 2018, Mercer self-reported a violation to the NCAA and issued a letter of admonishment to the assistant coach.

Despite the admonishment, the assistant coach continued to allow the prospect to attend formal practices for an additional two weeks. The assistant coach later notified the prospect that she was unable to attend the formal practices. In response, the assistant coach began individually training with the prospect and made arrangements for the prospect to train with former and current student-athletes outside of formal practices. Throughout the prospect's 61-day stay, the assistant coach and head coach observed her at practices on multiple occasions, which led to in-person contacts and evaluations. Although the head coach did not attend or observe every formal practice, he did acknowledge seeing her run on "several occasions." Despite his awareness of her participation with current student-athletes, the head coach never questioned the assistant coach, the prospect or his student-athletes. Similarly, he never sought guidance from Mercer's compliance office.

In addition to practicing with the team prior to her enrollment, the prospect also received institutional gear, football tickets for two home football games, and transportation and lodging in conjunction with an out-of-town cross country meet. The head coach either arranged, directly provided or knew about each instance.

First, in anticipation of the prospect's spring 2019 enrollment, the head coach included the prospect in his institutional count for gear for the 2018-19 academic year. Rather than withholding the institutional gear until the prospect was an enrolled student-athlete, the assistant coach provided

the gear to the prospect to utilize during her stay. The head coach was aware that the assistant coach provided the prospect with the gear but assumed it was permissible because she had signed with Mercer. Neither the assistant coach nor the head coach sought guidance from compliance on whether it was permissible to provide the prospect with institutional gear prior to her enrollment.

In addition to gear, the prospect also received cost-free football tickets. On two occasions in September 2018, the head coach provided the prospect with his personal tickets to Mercer home football contests.⁴ During the course of the investigation, the head coach did not recall providing the prospect with tickets, but at the infractions hearing he admitted that he provided the prospect with at least one of his personal tickets because he believed it would be permissible to do so if the prospect were on an unofficial visit. Again, the head coach did not check with Mercer's compliance office prior to providing the prospect with his personal tickets.

Further, in mid-September 2018, the prospect traveled with a current student-athlete to Nashville, Tennessee to attend an out-of-town meet. The prospect did not pay for the transportation and also stayed cost-free with the student-athlete. The prospect attended the meet after the head coach announced that he would like to see more support at the upcoming out-of-town meet. Although he did not directly request that the prospect attend, the head coach saw her at the meet. Again, the head coach never inquired about the prospect's travel arrangements or accommodations at the out-of-town cross country meet. Further, he did not report her attendance to compliance or any institutional staff members.

In October 2018, Mercer's compliance staff learned about potential issues involving the prospect after two student-athletes expressed concern about the prospect staying with them cost-free at the assistant coach's direction. It was only then that the compliance staff met with the prospect for the first time on October 11, 2018, where the prospect confirmed that she had been living in the locale of the institution cost-free since September 4, 2018. During that meeting, the compliance staff told the prospect that she would now need to pay the student-athletes rent but Mercer would be able to provide her with a hotel room through the means of an official visit prior to her return home on November 4, 2018. At the infractions hearing, Mercer acknowledged that it never checked with its conference office or the NCAA as to whether treating part of her stay as an official visit would be permissible.

Despite learning of the potentially problematic conduct involving the prospect in October 2018, Mercer did not inform the NCAA until June 18, 2019. During this time, the prospect enrolled at Mercer and competed during the spring and fall 2019 terms. She also received actual and necessary expenses associated with her competition.

In its June 2019 self-report to the NCAA enforcement staff, Mercer identified that it conducted an internal investigation into the circumstances around the prospect's early arrival to the locale. Mercer concluded that the prospect had paid for her own lodging during her stay. Mercer reached

⁴ The parties believe the tickets were associated with Mercer's September 8 and September 22, 2018, home football contests.

this conclusion, in part, based on what the prospect and other student-athletes said during the internal investigation. Later, however, during the enforcement staff's investigation, the assistant coach admitted that he told student-athletes to not be honest if asked about the prospect's stay. At the infractions hearing, the assistant coach admitted that he told the prospect and other student-athletes to not be truthful during Mercer's investigation.

IV. ANALYSIS

The violations in this case occurred in the women's cross country and track and field programs during the fall of 2018. The violations fall into four areas: (1) recruiting violations stemming from the prospect's presence in the locale of the institution prior to enrollment; (2) unethical conduct resulting from the assistant coach's knowing provision of recruiting inducements and his instruction to the prospect and current student-athletes to provide false or misleading information to Mercer; (3) the head coach's failure to promote an atmosphere of compliance and monitor his sport program; and (4) Mercer's failure to monitor its women's cross country program.

A. IMPERMISSIBLE RECRUITING INDUCEMENTS, IMPERMISSIBLE TRYOUTS, EXCEEDING THE PERMISSIBLE NUMBER OF RECRUITING OPPORTUNITIES AND COMPETITION AND RECEIPT OF EXPENSES WHILE INELIGIBLE [NCAA Division I Manual Bylaws 13.1.2.7-(a), 13.1.5.1, 13.1.7.2.1, 13.2.1, 13.2.1.1-(b), 13.2.1.1-(h), 13.5.1 and 13.11.1 (2018-19); 12.11.1 and 16.8.1 (2018-19 and 2019-20)]

For a two-month span in fall 2018, while the prospect was in the institution's locale prior to enrollment, the assistant coach and/or head coach arranged for and provided \$1,383 in impermissible inducements to the prospect, conducted impermissible tryouts with her and exceeded the permissible number of recruiting activities. As a result of these actions, the prospect competed while ineligible and received impermissible actual and necessary expenses after enrolling at Mercer. Mercer, the head coach and the assistant coach agreed that the conduct violated NCAA recruiting legislation. Mercer and the assistant coach agreed that the violations were Level II, whereas the head coach argued that they were Level III violations. The panel concludes that Level II violations occurred.

1. NCAA legislation relating to impermissible recruiting inducements, impermissible tryouts, exceeding the permissible number of recruiting opportunities and competition and receipt of expenses while ineligible.

The applicable portions of the bylaws may be found at Appendix Two.

2. The assistant coach and the head coach provided impermissible recruiting inducements to the prospect, arranged for impermissible tryouts and exceeded the permissible number of recruiting opportunities, which led to the prospect's ineligible competition and receipt of impermissible expenses.

From September 4 through November 4, 2018, in an effort to secure the prospect's enrollment, the assistant coach and head coach provided her with numerous impermissible inducements, exceeded the number of permissible recruiting opportunities and permitted her to practice with the women's cross country team. Her participation in practices resulted in impermissible tryouts. As a result of the impermissible inducements, upon enrollment at Mercer, the prospect competed and received expenses while ineligible over the course of two academic terms. The impermissible inducements and resulting competition and expenses violated Bylaws 13, 12 and 16.

Bylaw 13 governs recruiting. Recruiting offers and inducements are generally prohibited pursuant to Bylaw 13.2.1. Bylaw 13.2.1.1 identifies specific examples of prohibited inducements, including gifts of clothing or equipment (Bylaw 13.2.1.1-(b)) and free or reduced-cost housing (Bylaw 13.2.1.1-(h)). Relatedly, Bylaw 13.5.1 prohibits institutions from providing transportation to prospects outside of official visits and limited circumstances during unofficial visits. Regarding tryouts, Bylaw 13.11.1 prohibits institutions from conducting any physical activity with a prospect where the prospect demonstrates or displays their athletic ability. Additionally, Bylaw 13.1.2.7 outlines the conditions applicable to recruiting activities involving enrolled student-athletes, with Bylaw 13.1.2.7-(a) permitting off-campus contact between an enrolled student-athlete and a prospect so long as it does not occur at the direction of an institutional staff member. Further, Bylaws 13.1.5.1 and 13.1.7.2.1 speak to the permissible number of recruiting opportunities, outlining that contacts with a prospect may not exceed seven opportunities. Finally, Bylaw 12.11.1 obligates institutions to withhold ineligible student-athletes from competition and Bylaw 16.8.1 states that only student-athletes who are eligible for competition may receive actual and necessary expenses related to competition.

The assistant coach and head coach violated fundamental and well-known inducements and recruiting legislation in an effort to ensure that the prospect enrolled at Mercer. From September 4 through November 4, 2018, the assistant coach and head coach provided the prospect with \$1,383 in impermissible inducements. The inducements included cost-free travel and housing, institutional gear, tickets to home football games, and travel and lodging to attend an away-from-home cross country competition. These actions violated Bylaws 13.2.1, 13.2.1.1-(b), 13.2.1.1-(h) and 13.5.1.

Further, during this period, the assistant coach's and head coach's conduct violated Bylaws 13.1.2.7-(a) and 13.11.1. Specifically, the assistant coach and head coach observed the prospect taking part in formal and informal practices. Similarly, once Mercer informed the assistant coach that the prospect could no longer participate, the assistant coach individually worked out the prospect at times and arranged for her to train with current and former student-athletes at others. As a result of the prospect's participation in practices and the coaches' observation of such practices, Mercer exceeded the seven total recruiting opportunities for the women's cross country coaching staff with the prospect, resulting in violations of Bylaws 13.1.5.1 and 13.1.7.2.1. The receipt of impermissible inducements rendered the prospect ineligible. After she enrolled, Mercer had an affirmative obligation to withhold her from competition until her eligibility was restored. Mercer failed to meet this obligation and the prospect competed and received actual and necessary expenses during the spring and fall of 2019. This conduct violated Bylaws 12.11.1 and 16.8.1.

The COI regularly concludes that Level II violations occur when coaches arrange for or provide impermissible inducements. *See University of Arizona* (2019) (concluding that a coach committed violations when he trained a prospect and conducted specialized workouts with the prospect prior to enrollment at the institution); *Grambling State University* (2017) (concluding the institution and an assistant women's track coach provided, respectively, an impermissible tryout and recruiting inducements to a prospect); and *Monmouth University* (2017) (concluding that recruiting benefit violations occurred when a head coach arranged for a prospect to live with student-athletes, allowed the prospect to practice and the enrolled student-athletes provided the prospect's transportation, with the housing and transportation valued at approximately \$1,300).⁵ The provision of recruiting inducements to a prospect and holding tryouts while visiting a member institution are specifically prohibited. Thus, additional violations of Bylaw 13 occurred.

Furthermore, Bylaw 12.11.1 violations occur when institutions fail to withhold ineligible student-athletes, regardless of institutional knowledge. *See Texas Christian University (TCU)* (2019) (concluding that Bylaw 12.11.1 does not expressly differentiate between circumstances under which an institution knew [or should have known] of the ineligibility from those where there is no knowledge) and *Siena College* (2020) (concluding that Bylaw 12.11.1 violations occurred when the institution failed to withhold student-athletes from competition after the student-athletes received impermissible benefits). Here, Mercer agreed that the violations occurred and that the prospect competed while ineligible.

In accordance with Bylaw 19.1.2, the violations are Level II because they provided more than minimal but less than substantial or extensive advantages and benefits. The benefits occurred for nearly two months, supporting the fact that the violations were not isolated or limited. Additionally, the violations were intentional as a way to secure the enrollment of the prospect and even continued after the assistant coach was admonished by the institution. Further, the actions in this case involved multiple forms of recruiting violations which served as more than a minimal recruiting advantage to Mercer. The Level II designation is also consistent with the cases cited above.

B. UNETHICAL CONDUCT [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b) and 10.1-(c) (2018-19)]

The assistant coach violated principles of ethical conduct when he knowingly provided impermissible inducements to the prospect and instructed the prospect and current student-athletes to provide false and/or misleading information to Mercer during the institution's investigation. Mercer and the assistant coach agreed that violations occurred. However, Mercer argues that any violations should be Level I for the assistant coach and Level II for the institution. The panel concludes that the violations occurred, and they are Level I for both the assistant coach and Mercer.

⁵ Although *Arizona* and *Grambling State* were decided through the summary disposition process and may be viewed as less instructive under COI Internal Operating Procedure 4-10-2-2, the panel cites to them in this section because they involve similar underlying conduct and violations.

1. NCAA legislation relating to unethical conduct.

The applicable portions of the bylaws may be found at Appendix Two.

2. The assistant coach committed unethical conduct violations when he knowingly provided impermissible inducements to the prospect and later instructed the prospect and current student-athletes to provide false and/or misleading information during Mercer's investigation into the matter.

From September 4 through November 4, 2018, the assistant coach knowingly provided impermissible inducements to the prospect. The assistant coach's actions stemmed from his attempt to influence the prospect to enroll at and compete for Mercer. The assistant coach also involved current student-athletes in his conduct, arranging for them to provide some of the inducements. Later, when Mercer was conducting an internal investigation into the impermissible actions related to the prospect's recruitment, the assistant coach instructed the prospect and current student-athletes to provide false and/or misleading information to the institution. The assistant coach's conduct resulted in Level I violations of Bylaw 10.

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 defines unethical conduct and includes a non-exhaustive list of example behaviors specifically identified as unethical conduct. Bylaw 10.1-(b) prohibits a staff member's knowing involvement in offering or providing a prospective student-athlete with an improper inducement or extra benefit or improper financial aid. Relatedly, Bylaw 10.1-(c) states that unethical conduct occurs when a staff member knowingly provides or knowingly influences others to provide the NCAA or the institution false or misleading information concerning an individual's involvement in or knowledge of possible NCAA violations.

The assistant coach's actions displayed disregard for the membership's well-established ethical conduct standards for coaching staff members. The assistant coach arranged for or provided the prospect with \$1,383 in impermissible inducements as a way to secure her enrollment. More troubling was the fact that the assistant coach failed to heed Mercer's athletics administrators' caution after they met with him regarding potential violations and permissible conduct related to the prospect. Most troubling was the fact that he then attempted to conceal his actions by directing the prospect and current student-athletes to lie when questioned by Mercer. When the assistant coach knowingly provided the prospect with impermissible inducements and later instructed the prospect and current student-athletes to provide false and/or misleading information to Mercer, the assistant coach violated Bylaws 10.01.1, 10.1, 10.1-(b) and 10.1-(c).

Pursuant to Bylaw 19.1.1, the unethical conduct violations are Level I because they seriously undermined or threatened the integrity of the Collegiate Model, provided a substantial or extensive impermissible benefit and involved individual unethical conduct and intentional violations. Moreover, unethical conduct is expressly identified as an example of a Level I violation. See Bylaw 19.1.1-(d). The COI has previously concluded that Level I violations occurred when

individuals knowingly arrange for or provide prospects with inducements and also when they direct others to lie. *See University of Mississippi* (2017) (concluding that Level I unethical conduct violations occurred when a operations coordinator and assistant coach knowingly arranged for prospects to receive cost-free housing and transportation while they took classes to meet initial eligibility requirements and also concluding that additional Level I unethical conduct violations occurred when an assistant athletic director arranged for impermissible meals, lodging and transportation for two prospects in connection with unofficial visits to campus. *See also Georgia Institute of Technology (Georgia Tech)* (2019) (concluding that a former assistant men's basketball coach engaged in Level I unethical conduct when he directed the student-athlete host to lie to the enforcement staff and cover up the violations); and *University of the Pacific* (2017) (concluding Level I unethical conduct violations occurred when a head basketball coach urged a prospective student-athlete to provide false or misleading information during an investigation, putting the prospect's eligibility at risk). Consistent with this case guidance and Bylaw 19.1.1-(d), the unethical conduct violations are Level I.

In its reply to the NOA and at the infractions hearing, Mercer argued that its responsibility for unethical conduct should be designated Level II rather than Level I. Specifically, Mercer argued that it is "simply not appropriate" to assign equal culpability because (1) the assistant coach's conduct was directed against Mercer to protect the assistant coach's individual interests; (2) Mercer prevented further impermissible conduct by promptly discovering it; and (3) the institution took appropriate action by terminating the assistant coach and self-disclosing the assistant coach's actions to the NCAA. Mercer's arguments are not supported by the structure of the membership's infractions program outlined in Bylaw 19 or past cases. Thus, the violations are Level I for both the assistant coach and Mercer.

The NCAA Constitution holds institutions responsible for the conduct of their employees. *See* Constitution 2.1.2 and 2.8.1. Furthermore, the Bylaw 19.1 structure does not contemplate assigning different levels to the same conduct for different parties. Rather, pursuant to Bylaws 19.1, 19.2 and 19.3, violation level is based on the nature and severity of the *conduct*, not the identity of the *actor*. To put it simply, the same underlying conduct cannot be Level I for one party and Level II for another. The conduct either meets the definition of a Level I violation, or it meets the definition of a Level II violation. The COI has expressly addressed this concept and its adherence to the membership's violation construct in a series of recent decisions. *See Oklahoma State University (OSU)* (2020) (expressly stating that level attaches to the conduct, not the actor and that the COI differentiates between parties through the application of party-specific aggravating and mitigating factors); *see also University of Alabama* (2020), *University of South Carolina* (2020); *University of Southern California* (2021); *Creighton University* (2021); and *Texas Christian University* (2021).

The same analysis applies here. Mercer is no different than these institutions. Mercer remains responsible for the conduct of its assistant coach, who knowingly engaged in unethical conduct. Consistent with the membership's infractions program and as regularly applied since the current structure became effective in 2012, the panel will differentiate between the parties through

applying and weighing aggravating and mitigating factors and prescribing penalties under the membership’s penalty guidelines.

This “dual level” argument has been brought forward by Mercer and other member institutions, but the legislation and the COI’s position is and continues to be clear. If Mercer and other member institutions want to modify the membership’s infractions construct, then the proper avenue to address the issue is through the legislative process, not the infractions process. That significant shift needs to be adopted by the collective membership. The current construct holds institutions responsible for the conduct of their employees. As such, the COI will continue to hold institutions and involved individuals accountable at the same level for the same conduct. Accordingly, the unethical conduct violations establish Level I violations for the assistant coach and Mercer.

C. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2018-19)]

The head coach failed to promote an atmosphere of compliance and monitor his staff when he: (1) personally provided and had knowledge of members of the women's cross country program providing the prospect with impermissible inducements; (2) failed to report actual and/or potential issues to the compliance staff in regard to the prospect's presence in the locale of the institution and in her interactions with the coaching staff and student-athletes; and (3) failed to actively look for red flags and ask pointed questions regarding the prospect's presence in the locale of the institution and around the cross country and track and field programs. Mercer agreed with the allegation. The head coach disputed the allegation. The panel concludes that the head coach committed a Level II violation.

1. NCAA legislation relating to head coach responsibility.

The applicable portions of the bylaws may be found at Appendix Two.

2. The head coach violated head coach responsibility legislation through his direct participation in the underlying violations and his general indifference to other known and potential violations, demonstrating his failure to promote an atmosphere of compliance and monitor his staff.

During the two months that the prospect lived in the locale prior to her enrollment, the head coach failed to meet his legislated responsibility as a head coach. The head coach not only failed to prevent and adequately address the actions of the assistant coach, but also directly participated in the recruiting violations. The head coach's relaxed attitude toward compliance and over-delegation of responsibilities, specifically, in seemingly allowing the assistant coach to operate as the head cross country coach, allowed the violations in his program to continue over a two-month span. The head coach's conduct violated Bylaw 11 head coach responsibility legislation.

Bylaw 11.1.1.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere of rules compliance and (2) to monitor individuals in their program who report to them. The bylaw

presumes that head coaches are responsible for violations in their programs. Head coaches may rebut this presumption by demonstrating that they promoted an atmosphere of compliance and monitored their staff.

In this case, the head coach was unable to rebut the presumption of responsibility due to his personal involvement in the recruiting violations and his failure to report any potential impermissible actions by the assistant coach. The head coach personally committed violations when he provided the prospect with tickets to two home football contests and observed the prospect participate in impermissible tryouts on numerous occasions. Similarly, he included the prospect as part of the team when he ordered institutional gear and then did not ensure that she only received the gear after her enrollment. The head coach's general indifference to the permissibility of his assistant coach's and team's interaction with the prospect is best illustrated by the fact that over the two-month period he never questioned the permissibility of her presence, participation and engagement with his staff, players and team. Compliance is a shared responsibility and head coaches are responsible for compliance within their programs. Here, rules compliance related to the prospect was an afterthought.

The head coach attempted to rebut the presumption of responsibility by arguing that he was forthcoming about his own actions while recruiting the prospect, that he has consistently reported suspected violations to Mercer's compliance staff and that it is unreasonable to assume a prospect that was at times hidden from the head coach would constitute an intentional disregard of NCAA legislation. The panel recognizes the arguments set forth by the head coach; however, they are not sufficient to overcome the head coach's own conduct. The head coach's conduct demonstrated a pattern of personal involvement in rules violations and indifference to other potential issues. His general indifference to his women's cross country program and over-delegation of duties to the assistant coach failed to meet the high standards expected of head coaches. The COI has regularly concluded that head coach's violate Bylaw 11.1.1.1 when they personally commit violations, involve staff members in the violations and fail to consult with compliance. *See Siena College (2020)* (concluding that the head coach violated Bylaw 11.1.1.1 when he personally committed violations and never checked with compliance to determine if his conduct was permissible); *University of California, Santa Barbara (UCSB) (2019)* (concluding that the head track coach violated head coach responsibility legislation due to his personal involvement in CARA violations and failure to consult compliance, and the head water polo coach violated head coach responsibility legislation due to his personal involvement in recruiting and benefits violations, failure to consult compliance and direct involvement of an assistant coach in the violations); and *Monmouth University (2017)* (concluding that the head men's tennis coach violated head coach responsibility legislation due to his personal involvement in the recruiting inducements and practice prior to enrollment violations and failure to consult with compliance). Here, the head coach committed violations, permitted others to occur, and never checked with compliance on the permissibility of the prospect's involvement and engagement with his program.

In limited circumstances, where head coaches demonstrate proactive engagement with compliance and/or the violations at issue were an isolated deviation from the head coach's otherwise impeccable compliance history, the COI has concluded that head coaches rebut their presumed

responsibility. *See Pacific* (concluding that the head baseball coach rebutted his presumption when the underlying benefits violation resulted from a legitimate misunderstanding between the coach and an associate athletics director and the coach followed proper procedures by seeking the associate athletics director's input and approval) and *Wichita State University* (2015) (concluding that the head baseball coach rebutted his presumption when he failed one time to ask follow-up questions regarding his administrative assistant's benefits violation and had properly monitored the assistant and set a tone of compliance for decades). Unlike in *Pacific* and *Wichita State*, the head coach was personally involved in the recruiting violations over a two-month span, permitted his assistant coach to commit other violations and never once checked with compliance regarding the permissibility of the prospect's involvement in his program.

Generally, head coach responsibility violations derive from the level of the underlying violations that support it. Thus, consistent with the COI's past cases and Bylaw 19.1.2-(e), the head coach responsibility violation is Level II because it resulted from underlying Level II violations.

D. FAILURE TO MONITOR [NCAA Division I Manual Constitution 2.8.1 (2018-19)]

Over a two-month span, Mercer failed to monitor the recruiting activities in its women's cross country program by failing to adequately gather facts, address the prospect's continued presence on campus and report any violations in a timely manner. Mercer disputed the allegation. The panel concludes that a Level II violation occurred.

1. NCAA legislation relating to failure to monitor.

The applicable portions of the Constitution may be found at Appendix Two.

2. Mercer violated the NCAA principle of rules compliance when it failed to adequately monitor the women's cross country program to ensure its women's cross country program's engagement with the prospect complied with recruiting legislation.

Between September 4 through November 4, 2018, Mercer violated the NCAA principles of rules compliance when it failed to adequately monitor the women's cross country program's to ensure that the recruiting legislation surrounding inducements, tryouts and contact opportunities were adhered to. Due, in part, to Mercer's failure to monitor, Mercer did not prevent, detect or deter the assistant coach's and head coach's violations. Later, after learning of potential violations, Mercer also failed to meet its obligation to timely report the conduct. In failing to adequately monitor the recruiting activities of its women's cross country coaching staff members, Mercer violated its obligations under Constitution 2.8.1.

Article 2 of the NCAA Constitution sets forth core principles for institutions conducting intercollegiate athletics programs. Constitution 2.8.1 requires an institution to abide by all rules and regulations, monitor compliance and report instances of noncompliance.

Mercer's compliance staff failed to promptly identify and investigate the issues surrounding the prospect's early arrival and continued presence on campus. The institution immediately learned of the prospect's presence and impermissible involvement in one practice just one day after the prospect's arrival. The COI acknowledges that Mercer quickly uncovered the initial violation due to the processes and education in place. For example, it was a member of the athletic training staff who reported the prospect's presence to Mercer's compliance officer. Following the report, Mercer acted swiftly to investigate and report the violation. The COI acknowledges and applauds Mercer's initial compliance efforts. Mercer's obligations, however, did not end there, and Mercer failed to meet its monitoring obligations in the weeks that followed.

Despite knowing that the prospect was in the locale and had been involved in a violation, Mercer never met with the prospect to ensure that her arrangements were permissible. Likewise, Mercer did not monitor the cross country program's practices over the following weeks, allowing the prospect's continued impermissible involvement to continue and go undiscovered and unreported. Mercer also learned of problematic conduct in October 2018 when current student-athletes reported that the assistant coach arranged for them to provide cost-free accommodations to the prospect. Mercer sat on that information and did not report it to the enforcement staff for nine months. During that time, the prospect enrolled at Mercer and competed while ineligible.

Mercer's inaction failed to meet the compliance obligations for member institutions outlined in Constitution 2.8.1. This is particularly true in this area—international prospects' early arrival prior to enrollment—where the COI has cautioned the membership that heightened monitoring is required. Mercer's monitoring efforts fell short of what is required and expected of member institutions. The COI has regularly concluded that institutions fail to monitor when they know (or should have known) of prospects' early arrival prior to enrollment and subsequent violations occur. *See St. John's* (concluding that violations occurred when a prospective women's volleyball student-athlete stayed in the vicinity of the institution for an extended period of time and participated in activities, all of which went undetected and unreported to athletics staff members and administrators); *USF* (concluding that the men's golf violations occurred in part due to a failure to monitor the prospects visiting campus); *Monmouth* (concluding the institution failed to monitor the men's tennis program when a prospect lived near campus with enrolled student-athletes and participated in team practices); and *Southeastern Louisiana University (2015)* (concluding that the institution failed to monitor the volleyball program, resulting in inducement violations going undetected). In this case, and similar to the previously noted cases, Mercer's inaction, regardless of whether it knew or should have known about the recruiting violations being committed by its assistant coach and head coach, demonstrate that it failed to monitor the women's cross country program.

Generally, the level of failure to monitor violations derives from the level of the underlying violations. In this case, the underlying violations are Level II, thus so is the failure to monitor violation. Consistent with Bylaw 19.1.2-(b), the panel concludes that the failure to monitor is Level II.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel concludes that this case involved Level I and II violations of NCAA legislation. Level I violations are severe breaches of conduct that undermine or threaten the integrity of the Collegiate Model, including violations that provide or are intended to provide a substantial or extensive advantage or benefit. Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal but less than a substantial or extensive advantage or benefit.

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 Mercer, the assistant coach and the 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 Mercer, Level I-Aggravated for the assistant coach and Level II-Standard for the head coach.

Aggravating Factors for Mercer

19.9.3-(g): Multiple Level II violations by the institution;

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

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect; and

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

Mercer agreed with all of the aggravating factors identified by the enforcement staff. While the panel accepts three of the parties' agreed-upon aggravating factors—Bylaws 19.9.3-(g), 19.9.3-(h) and 19.9.3-(m)—it determines that one factor, Bylaw 19.9.3-(a), is inapplicable and that another, Bylaw 19.9.3-(i), should apply based on the nature of the violations.⁶

The panel determines that Bylaw 19.9.3-(g) applies. The panel finds that multiple Level II violations occurred in the forms of impermissible inducements, impermissible tryouts, impermissible recruiting contacts, participation and provision of competition-related expenses while ineligible, head coach responsibility and a failure to monitor. The application of the factor is appropriate.

Additionally, the panel applies Bylaw 19.9.3-(h) to Mercer. This case involved an assistant coach and head coach operating in their official capacity who were directly involved in the underlying violations. Both coaches condoned, participated in or negligently disregarded NCAA rules. It is a longstanding principle that institutions are responsible for their employees, especially coaches.

⁶ Mercer and the enforcement staff agreed that an additional aggravating factor, Bylaw 19.9.3-(a), *Multiple Level I violations by the institution*, should apply in this case, however, the panel rejected its application as there was only one Level I violation.

Although the assistant coach and the head coach condoned, participated in or negligently disregarded the violations in this case, the COI has regularly applied the factor to both the institution and involved individuals. *See DePaul* (determining the factor applied to the institution and the associate head men's basketball coach because the coach acted on behalf of the institution when he knowingly committed violations) and *University of Hawaii at Manoa* (2017) (applying the factor to both the institution and the head men's basketball coach because institutions are responsible for the actions of their coaches). Thus, the factor applies.

In addition to the agreed-upon factors, the panel also determines that Bylaw 19.9.3-(i) applies in this case. During the hearing, the enforcement staff deferred to the COI to determine when the factor applied. The COI has regularly applied this factor when an institution's actions result in student-athletes becoming ineligible and those student-athletes compete. *See Georgia Tech* (applying the factor to the institution and an assistant men's basketball coach when three student-athletes competed while ineligible over two years); *University of Missouri, Columbia* (2019) (applying the factor to the institution and a tutor when multiple student-athletes in three programs competed while ineligible over two years); *University of Tennessee at Chattanooga* (2018) (applying the factor to the institution when multiple student-athletes competed while ineligible over four years); and *Pacific* (applying the factor to the institution, head men's basketball coach, an assistant men's basketball coach and the special assistant to the men's basketball coach when one student-athlete competed while ineligible over one year and three student-athletes competed while ineligible over another year). In this case, the student-athlete competed for approximately two terms while ineligible. Moreover, the institution delayed seeking reinstatement and allowed the prospect to compete upon her enrollment at Mercer despite the institution's knowledge of the impermissible recruiting actions and inducements.

Finally, the panel applies Bylaw 19.9.3-(m) to Mercer. Mercer did not dispute Bylaw 19.9.3-(m) in its response or at the infractions hearing. Bylaw 19.9.3-(m) applies because both the assistant coach and head coach committed violations while acting on behalf of Mercer and there was a clear nexus of their actions to the institution as detailed below.

Recognizing that individuals act on behalf of their institution, the COI applies Bylaw 19.9.3-(m) to institutions on a case-by-case basis—particularly when the conduct is directly tied to individuals performing institutional responsibilities. The COI has applied Bylaw 19.9.3-(m) to both the institution and an involved individual in nine cases, many of which were decided in recent years.

However, the most recent guidance on the application of Bylaw 19.9.3-(m) comes from the NCAA Division I Infractions Appeals Committee (IAC) in Georgia Tech's 2019 case. In that case, the IAC reversed and vacated the COI's determination that Bylaw 19.9.3-(m) applied to Georgia Tech. *See Georgia Institute of Technology*, IAC Decision No. 524 (2021). In its decision, the IAC stated that for Bylaw 19.9.3-(m) to apply to an institution, there "must be a nexus or connection of action or inaction by the institution relevant to the violation." The IAC went on to say that "the institution's action or inaction will present itself in the context of an institution demonstrating a lack of control, or a failure to monitor, its intercollegiate athletics program, or where the head

coach fails to create an atmosphere of compliance or fails to monitor his/her staff." (emphasis added.)

Here, the head coach failed to promote an atmosphere of compliance in his program and Mercer failed to monitor its women's cross country program. Mercer was aware of actual and potential violations involving the prospect and the cross country program. In fact, the director of athletics met with the head coach to address known and observed shortcomings and specifically expressed his concern that the head coach was delegating too many of his responsibilities. Moreover, and as demonstrated by Mercer's failure to monitor violation, Mercer knew of potential alarming issues involving the prospect and failed to adequately investigate and monitor those issues. Further, Mercer's compliance office learned of a violation and failed to directly address it or report it to the enforcement staff. Consistent with the IAC's recent decision in *Georgia Tech*, the nexus between the institution and the intentional, willful and blatant disregard for the NCAA constitution and bylaws is intertwined with the substance and nature of the violations. The head coach's and Mercer's actions, and in other circumstances inaction, directly caused or exacerbated the violations in this case. Therefore, Bylaw 19.9.3-(m) applies.

Mitigating Factors for Mercer

19.9.4-(d): An established history of self-reporting Level III or secondary violations;⁷ and
19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations committed by the institution or sport program.

Mercer agreed to both mitigating factors identified by the enforcement staff and proposed five additional factors: Bylaw 19.9.4-(a), *Prompt detection and self-disclosure of the violations*; Bylaw 19.9.4-(b), *Prompt acknowledgment of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties*; Bylaw 19.9.4-(c), *Affirmative steps to expedite final resolution of the matter*; Bylaw 19.9.4-(f), *Exemplary cooperation*; and Bylaw 19.9.4-(i), *Other factors warranting a lower penalty range*. The panel determines that none of the additional factors apply.

The panel does not apply Bylaw 19.9.4-(a) because Mercer did not promptly detect and self-disclose the entirety of the violations. While Mercer did discover and disclose the initial violation of the prospect's involvement in practice and seemingly was aware of some of the former coaches' actions, Mercer waited approximately nine months to self-report all the violations committed. The COI has previously stressed that institutions must meet both prompt self-detection *and* self-disclosure to receive this factor. *See Missouri* (determining that the factor did not apply because Missouri did not have systems in place to detect the violations and, but for a tutor's decision to come forward and report her own actions, Missouri would have never known of the conduct) and *University of Oregon* (2018) (determining that the factor applied when institutional processes discovered a grade change within approximately two months, investigated the matter, rescinded

⁷ Mercer self-reported 32 Level III violations over the last five years, an average of approximately 6 violations per year.

the grade, declared the student-athlete ineligible and self-reported the conduct). For these reasons, Bylaw 19.9.4-(a) does not apply.

Mercer proposed Bylaw 19.9.4-(b) and the enforcement staff disagreed. The panel does not apply this factor for two principal reasons: (1) Mercer’s lack of prompt acknowledgement, and (2) Mercer’s lack of institutional responsibility for the violations. First, Mercer did not promptly acknowledge all violations in this case. Though the institution promptly reported the prospect’s participation in practice on September 5, 2018, it did not report additional violations surrounding the prospect’s recruitment until June 18, 2019. This nine-month delay permitted the prospect to continue her impermissible involvement in team practice. Moreover, it led to additional violations in the form of her ineligible competition over two academic terms and her receipt of impermissible actual and necessary expenses. Had Mercer timely reported the conduct, these violations could have been avoided.

Second, Mercer did not accept institutional responsibility for the violations. Specifically, the institution contended that the unethical conduct violation was Level I for the assistant coach but Level II for the institution. As previously explained, this is contrary to the membership’s infractions construct. Mercer also contested the appropriateness of a failure to monitor violation, claiming that the coaches, not the institution, were entirely to blame for the violations in this case. This does not mean that institutions cannot contest violations and still receive this factor. However, institutions cannot shirk responsibility for violations—particularly when their own compliance shortcomings contribute to the violations in a case.

The COI has applied Bylaw 19.9.4-(b) in prior cases in which a party contests some allegations. *See OSU* (determining that the factor applied even when the institution has disagreement about the level of the violation, noting that such disagreement does not undercut the institution’s acknowledgment that the violations occurred and its acceptance of responsibility). However, the COI has declined to apply the factor when institutions do not accept responsibility throughout the processing of a case or diminish the seriousness of the conduct. *See DePaul* (declining to apply the factor when DePaul did not acknowledge and continued to contest that a head coach responsibility violation occurred and that it was responsible for that violation) and *California Polytechnic State University (Cal Poly)* (2019) (declining to apply the factor when the institution repeatedly attempted to diminish the seriousness of the violation as insignificant despite the fact that it misapplied financial aid legislation for nearly 25 years). The panel recognizes that Mercer took actions to rectify some of the violations. However, these actions alone were not enough to support the application of Bylaw 19.9.4-(b). Similar to the institutions’ actions in *DePaul* and *Cal Poly*, and unlike *OSU*, Mercer did not accept full responsibility for the unethical conduct and failure to monitor violations. Thus, the panel declines to apply the factor to Mercer.

Additionally, the panel does not apply Bylaw 19.9.4-(c), as the actions undertaken by the institution were not beyond what is required within the legislation. Once Mercer discovered the violations and determined that it was unsure about whether the prospect needed to have her eligibility reinstated, the institution did not immediately reach out to other authorities, such as the conference office or the NCAA. Instead, it waited until June 2019, well after the prospect had

already competed while ineligible, to self-report additional conduct to the NCAA. Unlike in this case, the COI has applied this factor when the institution has taken meaningful action to assist in expediting the processing of the case. *See USC* (applying the factor when the institution took immediate action that demonstrated its acknowledgment of the wrongful conduct, it accepted responsibility and self-imposed significant penalties) and *Georgia Tech* (applying Bylaw 19.9.4-(c) when the institution noted it had retained outside counsel, counsel risked danger in visiting the home of the booster in question, Georgia Tech led efforts with its IT department for reviewing and consolidating phone and email records, and Georgia Tech brought reported information related to the booster to the enforcement staff's attention).

Further, the panel rejects the application of Bylaw 19.9.4-(f). Mercer asserted that it should receive this factor due to its constant engagement throughout the process, even during the ongoing COVID-19 pandemic. The COI often looks to the enforcement staff on the application of this factor due to its intimate knowledge of the investigation and has applied the factor when the institution's efforts have been exceptional. The COI has consistently indicated that Bylaw 19.9.4-(f) is a high bar. *See California State University, Sacramento (Sac State)* (2018) (accepting the parties' agreed-upon mitigating factor and specifically noting the enforcement staff's support that Sac State conducted timely and thorough investigations that discovered other violations, secured the cooperation of individuals who may have not otherwise participated in the investigation and that the institutional efforts were often led by senior administrators); *University of Northern Colorado* (2017) (determining that the factor applied when Northern Colorado searched coaches' offices, inventoried the items found, imaged computer drives and email accounts, and obtained student-athletes' coursework submitted to other institutions for review); *University of Louisiana at Lafayette* (2016) (determining the factor applied and specifically citing the institution's president's and compliance director's investment of substantial time and attention to the details of the investigation, which served as a model for institutions in the infractions process); and *Oklahoma State University* (2015) (determining the factor applied when, over 11 months, the institution assisted the enforcement staff in reviewing over 50,000 emails and other records and conducting over 90 interviews). While the panel acknowledges Mercer's efforts during the investigation, those efforts did not go beyond the general obligation to cooperate.

Finally, the panel determines that Bylaw 19.9.4-(i) does not apply for Mercer. Mercer contended that the factor was applicable because it was an "intended victim" of the assistant coach's actions and, but for its culture of compliance, the violations would have carried on for a longer period of time. The COI has reserved application of this factor when unique facts and circumstances are present, warranting additional mitigation. *See Oregon* (applying the factor based on the institution's prompt and thorough handling of the adjunct professor's grade change, which led to the discovery of the academic misconduct violation and the immediate removal of the student-athlete from postseason competition); *UT-Chattanooga* (applying Bylaw 19.9.4-(i) because the violations were carried out by an atypical booster who provided student-athletes with reduced cost rent and the use of automobiles and some of those student-athletes received benefits after they had exhausted their eligibility); and *San Jose State University* (2016) (applying the factor when the enforcement staff received information and, without any outside influence, did not act on the case for over 16 months). The COI has also previously declined to apply this factor when institutions

asserted proactive investigative efforts that were already accounted for by other mitigating factors. *See Siena* (declining to apply the factor when institutional actions were already taken into account in applying Bylaws 19.9.4-(b) and (c) as mitigating factors). The panel does not apply Bylaw 19.9.4-(i), as there were not any unique facts or circumstances present.

Aggravating Factors for the Assistant Coach

- 19.9.3-(d): Obstructing an investigation or attempting to conceal the violation;
- 19.9.3-(e): Unethical conduct;
- 19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;
- 19.9.3-(g): Multiple Level II violations by the individual;
- 19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct;
- 19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect; and
- 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution or bylaws.

Similar to the panel's analysis for Mercer, the panel's determinations differ slightly from the factors originally identified by and agreed-upon by the parties. Specifically, the panel does not apply one agreed-upon aggravating factor and determines that another applies. The panel does not apply Bylaw 19.9.3-(a), *Multiple Level I violations by the involved individual*. Although, the parties originally identified and agreed that Bylaw 19.9.3-(a), *Multiple Level I violations by the involved individual*, applied, they combined it with Bylaw 19.9.3-(g), *Multiple Level II violations by the involved individual*. These are separate, standalone factors. Based on the panel's conclusions, the factor does not apply as there was only one Level I violation committed by the assistant coach.

Additionally, at the hearing, the panel discussed with the parties the application of Bylaw 19.9.3-(i), *One or more violations caused significant ineligibility or other substantial harm to the student-athlete or prospect*. Because the violations—many of which were carried out by the assistant coach—resulted in the prospect's ineligibility. Thus, the panel determines that Bylaw 19.9.3-(i) applies to the assistant coach's conduct.

Mitigating Factors for the Assistant Coach

- 19.9.4-(b): Prompt acknowledgement of the violations and acceptance of responsibility;
- 19.9.4-(c): Affirmative steps to expedite final resolution of the matter; and
- 19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual.

The assistant coach and the enforcement staff agreed that Bylaw 19.9.4-(b), Bylaw 19.9.4-(c) and Bylaw 19.9.4-(h) applied to the case. Specifically, the assistant coach was forthcoming and acknowledged his own wrongdoing which led to the violations in this case. The panel commends the assistant coach's candor and swift acceptance of responsibility throughout the processing of the case and his desire to expedite the case, by processing it through negotiated resolution (which

was not possible due to the institution's disagreement on violation level and failure to monitor allegation). The panel determines that all three factors apply.

Aggravating Factors for the Head Coach

19.9.3-(g): Multiple Level II violations by the individual;

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

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect; and

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution or bylaws.

The enforcement staff proposed, and the head coach disagreed, that three aggravating factors could be attributed to the head coach's conduct: Bylaw 19.9.3-(g), Bylaw 19.9.3-(h) and Bylaw 19.9.3-(m). The panel agrees with the application of all three aggravating factors and also applies Bylaw 19.9.3-(i) to the head coach.

The panel determines that Bylaw 19.9.3-(h) applies as the head coach is a person of authority and, as displayed in Violation No. 1, was involved in providing the prospect impermissible inducements, was present at impermissible tryouts and saw the prospect while at an out-of-town cross country meet and did not report the prospect's presence. Due to the head coach's direct involvement in aspects of Violation No. 1, the panel rejects the head coach's assertion that the assistant coach's actions were hidden or that it would be seemingly impossible for the head coach to have noticed the misconduct within the women's cross country and women's track and field programs. The COI has regularly applied this factor to coaches who are directly involved in and/or disregard violations or when head coaches direct their staff members to commit violations. *See OSU* (applying Bylaw 19.9.3-(h) because the associate head coach was a person of authority who participated in unethical conduct violations); *UCSB* (determining the factor applied to the head track coach and the head water polo coach who were both directly involved in violations); and *DePaul* (determining the factor applied to the associate head men's basketball coach when he directed recruiting violations). The panel finds that Bylaw 19.9.3-(h) applies.

Although aggravating and mitigating factors are party-specific, the panel also applies Bylaw 19.9.3-(i) to the head coach in a similar way that it applied it to Mercer and the assistant coach. The head coach was personally involved in the violations that resulted in the prospect's ineligibility. This factor is appropriate where there is a direct link between an actor's violation and a student-athlete or prospect's ineligibility. *See UCSB* (applying Bylaw 19.9.3-(i) where two student-athletes' ineligibility was the direct result of the head water polo coach's impermissible benefits and compensation violations). Here, the head coach was involved in providing impermissible inducements that resulted in the prospect competing while ineligible over the course of the 2019 spring term and the 2019 fall term. Consistent with case guidance, this factor applies.

Finally, the panel finds that Bylaw 19.9.3-(m) applies to the head coach due to his involvement in committing Violations Nos. 1 and 3. The COI has consistently applied this factor when an

involved individual knowingly or willingly engaged in conduct that they knew, or should have known, was a violation. *See Georgia Tech* (applying the factor to the assistant men's basketball coach when the coach orchestrated interaction between a highly touted prospect, his host and a booster on the prospect's official visit, which resulted in impermissible recruiting activity, inducements and benefits) and *Oregon* (applying the factor to the assistant DOBO when the DOBO engaged in impermissible coaching activity by observing and participating in student-athletes' voluntary workouts and refereeing games). Due to the head coach's conduct leading to multiple violations, the panel determines that Bylaw 19.9.3-(m) applies.

Mitigating Factors for the Head Coach

19.9.4-(c): Affirmative steps to expedite final resolution of the matter; and

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual.

The head coach and enforcement staff agreed that two mitigating factors were applicable to the head coach: Bylaw 19.9.4-(c) and Bylaw 19.9.4-(h). During the initial processing of the case, the head coach and enforcement staff agreed that Bylaw 19.9.4-(b), *Prompt acknowledgment of the violations and acceptance of responsibility*, should also apply. However, prior to the hearing, the enforcement staff withdrew this proposed mitigating factor as the head coach reversed course, no longer acknowledging his conduct and accepting responsibility, and instead chose to challenge the head coach responsibility violation and the level attributed to Violations Nos. 1 and 3. As a result, the panel agrees that only Bylaw 19.9.4-(c) and Bylaw 19.9.4-(h) should apply.

Specifically related to Bylaw 19.9.4-(b), the COI has reserved the application of this factor for when individuals acknowledge violations during the investigation and take responsibility for their conduct. Conversely, the COI has declined to apply the factor when head coaches do not acknowledge or accept responsibility for violations in their programs. *See Oregon* (applying the factor to the adjunct professor and head men's basketball coach who immediately acknowledged his conduct, but declining to apply the factor to the head women's basketball coach who did not admit to certain violations until confronted with video surveillance) and *DePaul* (applying the factor to the associate basketball coach but declining to apply the factor to the head coach who did not acknowledge his shortcomings or the responsibility he had for violations that occurred in his program). Here, the panel's assessment remains consistent with *Oregon* and *DePaul*, finding that Bylaw 19.9.4-(b) would not apply as the head coach no longer accepted responsibility for his role in the violations.

All the 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 Mercer's cooperation in all parts of this case. The panel also considered Mercer'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)⁸

1. Probation: Three years of probation from September 30, 2021, through September 29, 2024.⁹
2. Financial penalty: Mercer shall pay a fine of \$5,000 plus one percent of the women's cross country and women's track and field budgets.¹⁰ (Self-imposed.)
3. Postseason Ban: Mercer implemented a one-year postseason ban from the NCAA Championship during the 2020-21 academic year for the women's cross country program. (Self-imposed.)
4. Scholarship reductions: Mercer shall reduce the total number of grants-in-aid awarded in women's cross country and women's track and field by five percent during the 2022-23 academic year. (Self-imposed.)
5. Recruiting restrictions:
 - a. Mercer shall reduce the number of official visits in women's cross country and women's track and field by 12.5% and shall implement a seven-week ban on unofficial visits in women's cross country and women's track and field during the 2021-22 academic year.
 - b. Mercer shall implement a 12.5% reduction or seven-week ban on all recruiting communications for women's cross country and women's track and field during the 2021-22 academic year.
 - c. Mercer shall reduce the amount of off-campus recruiting activities by 12.5% in women's cross country and women's track and field and shall implement a seven-week ban on off-campus recruiting activities in women's cross country and women's track and field during the 2021-22 academic year.

Core Penalties for Level I-Aggravated Violations (Bylaw 19.9.5)

6. Show-cause order: The assistant coach engaged in unethical conduct when he knowingly provided inducements to a prospective student-athlete and instructed the prospective student-athlete and women's cross country student-athletes to provide false and/or misleading information to the institution. Therefore, the former assistant coach shall be subject to a three-

⁸ If an opportunity to serve a penalty will not be available due to circumstances related to COVID-19, the penalty must be served at the next available opportunity. With the exception of postseason bans, probation and general show-cause orders, this methodology applies to all penalties, including institutional penalties, specific restrictions within show-cause orders and head coach restrictions, unless otherwise noted.

⁹ The COI's methodology for penalties impacted by COVID-19 does not apply to probation.

¹⁰ The fine from the program must be calculated in accordance with COI IOPs 5-15-4 and 5-15-4-1.

year show-cause order from September 30, 2021, through September 29, 2024. Prior to returning to any recruiting activities or taking part in any coaching duties, the assistant coach must attend an NCAA Regional Rules Seminar. Pursuant to COI IOP 5-15-3-1, any NCAA member institution employing the assistant coach in an athletically related position during the three-year show-cause period 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 Level I-Aggravated cases. *See Georgia Tech* (prescribing a three-year show-cause order for the Level I-Aggravated violations of an assistant men's basketball coach who provided impermissible recruiting inducements and engaged in unethical conduct); *East Tennessee State University* (2018) (concluding Level I-Aggravated violations for head coach responsibility and unethical conduct and prescribing a five-year show-cause order restricting the coach from all athletically related activities); and *Northern Colorado* (concluding Level I-Aggravated violations occurred for an assistant coach arranging for and paying his friend to complete coursework for a prospect, providing false or misleading information regarding his involvement in the violation and prescribing an four-year show-cause order from all athletically related activities). Similar to these cases, the show-cause order prescribed here falls within the membership-approved penalty guidelines for Level I-Aggravated cases.

Core Penalties for Level II-Standard Violations (Bylaw 19.9.5)

7. Show-cause order: The head coach is presumed responsible for the provision of impermissible inducements to the prospective student-athlete during the prospect's recruitment to attend Mercer. Similarly, he was personally involved in some of the violations. Because the head coach failed to rebut the presumption of responsibility, he violated head coach responsibility legislation. Therefore, the head coach shall be subject to a one-year show-cause order from September 30, 2021, through September 29, 2022. Prior to returning to any recruiting activities or taking part in any coaching duties, and during the show-cause period, the head coach must attend an NCAA Regional Rules Seminar. Additionally, during the show-cause period, any NCAA member institution employing the head coach must provide monthly rules education on the topics of recruiting, extra benefits, head coach responsibility and ethical conduct. The head coach's new institution must keep record of the rules education provide it and provide it to the OCOI at the conclusion of the show-cause period. Pursuant to COI IOP 5-15-3-1, any NCAA member institution employing the head coach in an athletically related position during the one-year show-cause period shall be required to contact the OCOI to make arrangements to show cause why coaching and recruiting restrictions for cross country should not apply.
8. Head coach restriction: The head coach violated Bylaw 11 head coach responsibility legislation when he failed to promote an atmosphere of compliance in his program. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, should the head coach become employed in an athletically related position at an NCAA member institution during the one-year show-cause period, the

head coach shall be suspended from 30 percent of the cross country season's contests. The suspension shall run concurrently with the show-cause order. Because the show-cause order restricts the head track coach from coaching and recruiting activities for cross country, this suspension is subsumed within the show-cause order.

Although each case is unique, the show-cause order is consistent with those prescribed in previous Level II-Standard and is within the membership-approved range for Level II-Standard violations. *See UCSB* (prescribing a one-year show-cause order for the head track coach's Level II-Standard violations where the head coach was personally involved in the violations and failed to promote an atmosphere for compliance in his sport program) and *TCU* (prescribing a one-year show-cause order for a head coach's Level II-Standard violations which involved instructing team managers to engage in impermissible coaching activities and committed multiple violations of the legislation surrounding countable athletically related activities).

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

9. Public reprimand and censure through the release of the public infractions decision.
10. Vacation of team and individual records: Ineligible participation in women's cross country and women's track and field occurred over portions of two academic years as a result of Mercer's provision of impermissible recruiting inducements to a prospective student-athlete who later enrolled at and competed for the institution. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and COI Internal Operating Procedure 5-15-7, Mercer shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athlete competed from the time they became ineligible through the time there were reinstated as eligible for competition. Further, if the ineligible student-athlete participated in NCAA postseason competition at any time they were ineligible, Mercer's participation in 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, Mercer's records regarding its women's cross country and women's track and field programs, as well as the records of their 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 coaches shall similarly reflect the vacated wins in their 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 cross country and women's track and field 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-athletes 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. This written report 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 or, if the institution appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the OCOI at the same time.

11. Mercer shall remove seven days of the 144 days from the women's cross country playing season in the 2021-22 academic year. (Self-imposed.)
12. During each year of the probationary period, Mercer compliance staff members shall be required to attend NCAA Regional Rules Seminars. The sessions attended shall be identified in the annual compliance reports and, at a minimum and if available, should include sessions specific to recruiting.
13. During the period of probation, Mercer 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 November 15, 2021 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 July 15, 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 women's cross country and women's track and field program in writing that Mercer 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 programs and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for men's

basketball. 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.

14. Mercer shall undergo a compliance audit of its athletics policies and procedures during the first year of the period of probation. Mercer shall provide a copy of the reviewer's report in its annual report to the OCOI and shall implement all recommendations made by the reviewers prior to the completion of the final year of the period probation.
15. As a part of the required compliance audit, Mercer shall create and implement a comprehensive educational and on-boarding process for first-year coaches at the institution. The educational materials and on-boarding process may be adapted based upon each individual coach's prior experience. Mercer shall provide a copy of the educational materials and processes in its annual report to the OCOI.
16. Following the receipt of the final compliance report and prior to the conclusion of probation, Mercer's president shall provide a letter to the COI affirming that Mercer's current athletics policies and practices conform to all requirements of NCAA regulations.

The COI advises Mercer, the former assistant coach and the former head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Mercer 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 Mercer does not comply or commits additional violations. Likewise, any action by Mercer, the former assistant coach or the former 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

Jody Conradt
Richard Ensor
Thomas Hill
Joel Maturi
Gary L. Miller
Kay Norton
Dave Roberts, Chief Hearing Officer

APPENDIX ONE

MERCER'S CORRECTIVE ACTIONS IDENTIFIED IN ITS RESPONSE TO THE NOTICE OF ALLEGATIONS

Mercer took steps to implement education and monitoring practices directly related to ticketing procedures, head coach responsibility and violation reporting. The following measures were employed following the discovery of the infractions contained in the NOA:

1. Time management plan with monthly in-person meetings with cross-country and track and field student-athletes to address any and all concerns within the program.
2. Modified ticket request procedure was implemented through ARMS Software.
 - All hard tickets will be distributed through the pass gate run by the compliance office to avoid future violations of coaches providing recruits with impermissible tickets.
3. Additional rules education to the current cross country and track and field coaching staff.
 - At the beginning-of-the-year rules education, Mercer will add a midyear rules education/requirement for all cross country and track and field student-athletes and coaches.
4. Enhanced athletics compliance monitoring.
 - Weekly cross country and track and field practice checks.
5. Hiring of new cross country and track and field head coaches.
6. Documented mandatory monthly compliance meetings with current cross country and track and field staff.
7. Enhanced NCAA rules education sessions to include additional training for head coaches pertaining to head coach responsibility per NCAA Bylaw 11.1.1.1 and the importance of monitoring the activities of staff members in their respective programs.
8. Enhanced current athletic department-wide NCAA rules education and training concerning staff members' obligations to report NCAA violations or suspected NCAA violations.
9. Monthly compliance newsletters published on the public athletics website in the "Education Compliance" section and emailed to all current student-athletes and athletics staff members.
 - Increase compliance contact and rules education efforts to all student-athletes and athletics staff members.

10. Monthly "Most Compliant Bear" Award that shall be given to a coach that demonstrates a compliant atmosphere each month.

- An effort to acknowledge coaches who are demonstrating appropriate compliance measures each month

APPENDIX TWO

Bylaw Citations

Division I 2018-19 Manual

2.8.1 Responsibility of Institution. Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

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; and
- (c) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation.

11.1.1.1 Responsibility of Head Coach. An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

12.11.1 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 12.12 if it concludes that the circumstances warrant restoration.

13.1.2.7 Student-Athletes and Other Enrolled Students. The following conditions apply to recruiting activities involving enrolled student-athletes and other enrolled students:

(a) Off-Campus Contacts. Off-campus in-person contact between an enrolled student-athlete (or an enrolled student) and a prospective student-athlete is permissible, provided such contact does not occur at the direction of an institutional staff member.

13.1.5.1 Sports Other Than Football, Basketball, Men's Ice Hockey, Lacrosse, Softball and Wrestling. In sports other than football, basketball, men's ice hockey, lacrosse, softball and wrestling, each institution is limited to seven recruiting opportunities (contacts and evaluations combined) per prospective student-athlete per year (see Bylaw 13.1.5.7). During the senior year of high school, not more than three of the seven opportunities may be off-campus contacts at any site and shall include contacts with the prospective student-athlete's family members, but shall not include contacts made during an official visit per Bylaw 13.6 or an unofficial visit per Bylaw 13.7.5.

13.1.7.2.1 Recruiting Opportunities in Cross Country and Track and Field. An institution is limited to a total of seven recruiting opportunities (contacts and evaluations combined) during the academic year during which the prospective student-athlete competes in any or all of the sports of cross country and indoor and outdoor track and field, provided not more than three of the opportunities are contacts.

13.2.1 General Regulation. An institution's staff member or any representative of its athletics interests shall not be involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the institution's prospective students or their family members or friends or to a particular segment of the student body (e.g., international students, minority students) determined on a basis unrelated to athletics ability.

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

- (b) Gift of clothing or equipment; and
- (h) Free or reduced-cost housing.

13.5.1 General Restrictions. An institution may not provide transportation to a prospective student-athlete other than on an official paid visit or, on an unofficial visit, to view a practice or competition site in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility when accompanied by an institutional staff member. During the official paid visit, transportation may be provided to view a practice or competition site and other institutional facilities located outside a 30-mile radius of the institution's campus.

13.11.1 Prohibited Activities. A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.

16.8.1 Permissible. An institution, conference or the NCAA may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/ travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

Division I 2019-20 Manual

12.11.1 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 12.12 if it concludes that the circumstances warrant restoration.

16.8.1 Permissible. An institution, conference or the NCAA may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/ travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.