



UNIVERSITY OF MISSOURI, COLUMBIA
PUBLIC INFRACTIONS DECISION
AUGUST 2, 2016

I. INTRODUCTION

The NCAA Division I Committee on Infractions is an independent administrative body of the NCAA comprised of individuals from the Division I membership and the public. The committee decides infractions cases involving member institutions and their staffs.¹ This case involved the men's basketball program at the University of Missouri, Columbia.² A representative of the institution's athletics interests had impermissible recruiting contacts with a men's basketball prospective student-athlete and provided impermissible inducements and extra benefits to other men's basketball student-athletes. Additionally, a different representative of the institution's athletics interests provided impermissible benefits to men's basketball student-athletes when he provided discounted room rates at a resort to student-athletes and provided free meals to three members of one student-athlete's family. The institution also failed to monitor the men's basketball program. As a result, several men's basketball student-athletes competed while ineligible during the 2013-14 season. A panel of the committee considered this case through the cooperative summary disposition process in which all parties agree to the primary facts, violations and violation levels as fully set forth in the summary disposition report (SDR). Because the institution agreed to the violations and penalties, there is no opportunity to appeal.

The agreed-upon violations centered on representatives of the institution's athletics interests having impermissible recruiting contacts with prospects, and providing impermissible inducements and extra benefits to men's basketball student-athletes. Specifically, a representative of the institution's athletics interests (representative 1), provided impermissible inducements and extra benefits to three men's basketball student-athletes and a then prospective student-athlete in the form of pay for work not performed. Further, representative 1 arranged for the provision of or actually provided other impermissible inducements and extra benefits, including housing, cash, transportation, access to a local gym, iPads and meals. The sum of the impermissible inducements and extra benefits amounted to \$10,436. The parties agreed and the panel concludes that these violations are Level I. The institution agreed and the panel concludes that it failed to monitor its men's basketball program as a result of the foregoing violations. The panel concludes that the failure to monitor violation is Level II.

¹ Infractions cases are decided by hearing panels comprised of NCAA Division I Committee on Infractions members. Decisions issued by hearing panels are made on behalf of the Committee on Infractions.

² A member of the Southeastern Conference (SEC), the University of Missouri, Columbia, has an enrollment of approximately 35,000 students. It sponsors 10 women's and eight men's sports. This was the institution's fourth major infractions case with the institution most recently appearing before the committee in 2004 for a case involving its men's basketball program. The institution also had previous infractions cases in 1979 (football) and 1962.

Additionally, a different representative of the institution's athletics interests (representative 2), provided impermissible extra benefits to 11 then men's basketball student-athletes and three members of one student-athlete's family. Representative 2 provided discounted lodging to the student-athletes and free meals to one student-athlete's family not otherwise available to the general public at an in-state resort. The total value of the impermissible extra benefits amounted to \$966. The parties agreed and the panel concludes that these violations are Level II.

Finally, the institution also agreed and the panel concludes it committed a Level III violation when representative 1 had multiple impermissible recruiting contacts with a then men's basketball prospective student-athlete and provided a then scholastic men's basketball coach impermissible benefits and entertainment.

The panel accepts the parties' factual agreements and that violations occurred in this case. After considering the aggravating and mitigating factors, the panel classifies this case as Level I – Mitigated for the institution. Because the violations occurred after October 30, 2012, the effective date of the current NCAA Bylaw 19, the new penalty guidelines apply. After considering the aggravating and mitigating factors, the panel adopts and prescribes the following principal penalties as appropriate: one-year of probation, one-year postseason ban, scholarship reductions, a financial penalty and vacation of contests in which student-athletes competed while ineligible.

II. CASE HISTORY

In December 2013, the NCAA enforcement staff received information from a confidential source alleging potential violations of NCAA legislation involving a then men's basketball student-athlete. While investigating those allegations, the enforcement staff developed additional information in April 2014 regarding potential violations involving then prospective men's basketball student-athlete (student-athlete 1). While the original allegations involving the student-athlete were not substantiated, the supplemental investigation regarding student-athlete 1 uncovered the proposed findings of fact outlined in the SDR.

On April 14, 2014, the enforcement staff issued a verbal notice of inquiry to the institution. On November 16, 2015, the institution agreed to process the case through summary disposition. On February 3, 2016, the institution approved the SDR. On February 9, 2016, the parties submitted the SDR to the panel. On March 4, 2016, the hearing panel conducted an initial review of the parties' SDR. On March 17, 2016, the panel sent a letter to the parties requesting additional information pursuant to NCAA Bylaw 19.6.4.2 and Division I Committee on Infractions Internal Operating Procedures. The panel reviewed the SDR on June 7, 2016, and accepted the institution's self-imposed penalties. The panel then sought further clarification from the enforcement staff regarding a proposed Level III violation. After some further correspondence with the parties regarding these issues on June 7, 2016, the enforcement staff utilized its discretion to withdraw a proposed Level III violation from the SDR on June 20, 2016, and the parties submitted an amended SDR. On July 8, 2016, the panel suggested additional penalties to the institution. The additional penalties included probation and additional terms and conditions for disassociation of three

representatives of the institution's athletics interests. The institution accepted the additional penalties on July 13, 2016.

III. PARTIES' AGREEMENT

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

1. [NCAA Division I Manual Bylaws 11.01.6, 11.7.4, 12.4.1, 13.2.1, 13.2.1.1-(e), 13.2.1.1-(f), 13.2.1.1-(g), 13.2.1.1-(h), 13.11.1, 16.11.2.1 and 16.11.2.2-(c) (as of August 1, 2013) and 16.11.2.3-(c) (before August 1, 2013) (2012-13 and 2013-14)] (Level I)

The institution and NCAA enforcement staff agree that in May 2013 and May 2014, a representative of the institution's athletics interests (representative 1), provided impermissible inducements and extra benefits to three then men's basketball student-athletes and a then men's basketball prospective student-athlete in the form of pay for work not performed during what representative 1 represented to be an internship through his company (representative 1's geospatial intelligence company) located on a military base in Augusta, Georgia. In conjunction with the alleged internship, representative 1 also arranged for the provision of or provided other impermissible inducements and extra benefits, including housing, cash, transportation, access to a local gym, iPads and meals. The total value of the impermissible inducements and extra benefits was approximately \$10,436. Specifically:

- a. Between approximately May 16 and 30, 2013, representative 1 employed two then men's basketball student-athletes (student-athletes 2 and 3, respectively) as interns through his company and paid them each approximately \$1,100 for work not performed. Representative 1 also provided student-athletes 2 and 3 with \$25 each in cash as well as housing, use of representative 1's personal vehicle, access to a local gym and at least two meals, all at no cost. The total value of the impermissible benefits provided to student-athletes 2 and 3, including impermissible compensation, was approximately \$5,444. [NCAA Division I Manual Bylaws 12.4.1, 16.11.2.1 and 16.11.2.3-(c) (2012-13)]
- b. Between May 20 and 31, 2014, representative 1 employed another then men's basketball student-athlete (student-athlete 4) as an intern through his company and paid him approximately \$1,000 for work not performed. Representative 1 also provided student-athlete 4 with housing, use of representative 1's personal vehicle, an iPad, access to a local gym and at least three meals, all at no cost. The total value of the impermissible benefits provided to student-athlete 4, including the impermissible compensation, was approximately \$2,558. Additionally, while in the

locale of the alleged internship, a men's basketball student manager led student-athlete 4 through daily workouts. [NCAA Division I Manual Bylaws 11.01.6, 11.7.4, 12.4.1, 16.11.2.1 and 16.11.2.2-(c) (2013-14)]

- c. Between May 25 and 31, 2014, representative 1 employed student-athlete 1 as an intern through his company and paid him approximately \$1,000 for work not performed. Representative 1 also provided student-athlete 1 with approximately \$520 in cash as well as housing, use of representative 1's personal vehicle, an iPad, access to a local gym and at least three meals, all at no cost. The total value of the impermissible benefits provided to student-athlete 1, including the impermissible compensation, was approximately \$2,434. Additionally, while in the locale of the alleged internship, a men's basketball student manager led student-athlete 1 through daily workouts in violation of tryout legislation. [NCAA Division I Manual Bylaws 12.4.1, 13.2.1, 13.2.1.1-(e), 13.2.1.1-(f), 13.2.1.1-(g), 13.2.1.1-(h) and 13.11.1 (2013-14)]
2. [NCAA Division I Manual Bylaws 16.11.2.1, 16.11.2.2 and 16.11.2.2-(d) (2010-11, 2011-12 and 2013-14)] (Level II)

The institution and NCAA enforcement staff agree that between July 2011 and July 2014, a representative of the institution's athletics interests (representative 2) and general manager of a popular resort in Missouri, provided impermissible benefits to 11 then men's basketball student-athletes and three members of one student-athlete's family. Additionally, a then men's basketball student-manager provided impermissible transportation to three then men's basketball student-athletes from Columbia, Missouri to the in-state resort. The total value of the impermissible benefits was approximately \$966. Specifically:

- a. Between July 1 and 3, 2011, representative 2 provided then men's basketball student-athlete (student-athlete 5) with access to a discounted friends and family room rate that was not otherwise available to the general public. The total value of the impermissible benefit was approximately \$150. [NCAA Division I Manual Bylaws 16.11.2.1 and 16.11.2.2 (2010-11)]
- b. Between July 6 and 7, 2012, representative 2 provided three then men's basketball student-athletes (student-athletes 6, 7 and 8, respectively), and a former men's basketball student-athlete with access to a discounted friends and family room rate that was not otherwise available to the general public. The total value of the impermissible benefit was approximately \$300. [NCAA Division I Manual Bylaws 16.11.2.1 and 16.11.2.2 (2011-12)]
- c. Between July 4 and 6, 2014, representative 2 provided four then men's basketball student-athletes (student-athletes 9, 10, 11 and 12, respectively), with access to a discounted friends and family room rate that was not otherwise available to the

general public. Representative 2 also arranged for student-athletes 1, 9, 10, 11 and 12 to accompany his wife on a boat ride for approximately two hours at no cost. Additionally, representative 2 paid for at least 12 total meals for the five men's basketball student-athletes, student-athlete 1's mother and his two sisters. The total value of the impermissible benefits was approximately \$406.³ [NCAA Division I Manual Bylaw 16.11.2.1 (2013-14)]

- d. Between July 4 and 6, 2014, a then men's basketball student manager provided transportation to student-athletes 9, 11 and 12 from Columbia to the in-state resort. The value of the impermissible transportation was approximately \$110. [NCAA Division I Manual Bylaws 16.11.2.1, 16.11.2.2-(d) (2013-14)]
3. [NCAA Division I Manual Constitution 2.8.1 (2012-13 and 2013-14)] (Level II)

The institution and NCAA enforcement staff agree that from May 2013 through May 2014, the scope and nature of the violations detailed in Proposed Finding of Fact No. 1 demonstrate that the institution failed to adequately monitor the employment arrangements of three then men's basketball student-athletes and a then men's basketball prospective student-athlete made by a representative of the institution's athletics interests. Specifically, the institution relied on the representative of the institution's athletics interests' representations instead of fully vetting the employment opportunity to ensure compliance with applicable NCAA legislation. Additionally, the institution did not fully implement its established compliance system when its then men's basketball coaching staff and athletics compliance office failed to gather any information after the internships were completed. As a result, the violations outlined in Proposed Finding of Fact No. 1 went undetected.

4. [NCAA Division I Manual Bylaws 13.01.2, 13.1.2.1, 13.1.2.4, 13.1.2.4-(a), 13.1.2.5, 13.1.3.5.1, 13.2.1, 13.2.1.1 and 13.8.1(2012-13 and 2013-14)] (Level III)

The institution and NCAA enforcement staff agree that between 2012 and 2014, representative 1 had multiple impermissible recruiting contacts with a then men's basketball prospective student-athlete and provided a then nonscholastic men's basketball coach impermissible benefits and entertainment. Specifically:

- a. Between approximately 2012 and 2014, representative 1 participated in impermissible recruiting activities involving then men's basketball prospective student-athlete (prospect 1). On or about October 1, 2012, representative 1 accompanied the then associate head men's basketball coach to evaluate prospect 1 during a private workout at prospect 1's high school in Augusta, Georgia.

³ As a result of the conduct detailed in Violations No. 1 and No. 2, four men's basketball student-athletes went through the NCAA student-athlete reinstatement process. Two other men's basketball student-athletes did not have to seek reinstatement as a result of the conduct detailed in Violations No. 1 and No. 2 because the impermissible extra benefits they received was valued at under \$100. Both of these student-athletes repaid the value of their benefits to charities.

Additionally, during the 2013-14 academic year, representative 1 spoke with prospect 1 via telephone on at least two occasions and in person on at least one occasion about the possibility of prospect 1 attending the institution. [NCAA Division I Manual Bylaws 13.1.2.1, 13.1.2.4, 13.1.2.4-(a), 13.1.2.5 and 13.1.3.5.1]

- b. On or about July 17, 2014, during the 2014 Nike Peach Jam elite nonscholastic basketball tournament in Augusta, Georgia, representative 1 paid for the dinner of a then nonscholastic basketball coach, an individual who was responsible for teaching or directing an activity in which a prospective student-athlete is involved. The value of the impermissible entertainment was approximately \$50. [NCAA Division I Manual Bylaws 13.01.2, 13.2.1, 13.2.1.1 and 13.8.1.]

B. PARTIES' AGREED-UPON AGGRAVATING AND MITIGATING FACTORS

Pursuant to NCAA Bylaw 19.6.2-(g), the parties have agreed to the following aggravating and mitigating factors:

Agreed-upon aggravating and mitigating factors. [NCAA Bylaws 19.9.3 and 19.9.4]

- a. Aggravating factors. [NCAA Bylaw 19.9.3]

- (1) A history of Level I, Level II or major violations by the institution, sport program(s) or involved individual. [NCAA Bylaw 19.9.3-(b)]
- (2) Multiple Level II violations by the institution. [NCAA Bylaw 19.9.3-(g)]
- (3) One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete. [NCAA Bylaw 19.9.3-(i)]

- b. Mitigating factors. [NCAA Bylaw 19.9.4]⁴

- (1) Prompt acknowledgement of the violation, acceptance of responsibility and (for an institution) imposition of meaningful corrective measures and/or penalties. [NCAA Bylaw 19.9.4-(b)]
- (2) Affirmative steps to expedite final resolution of the matter. [NCAA Bylaw 19.9.4-(c)]
- (3) An established history of self-reporting Level III or secondary violations. [NCAA Bylaw 19.9.4-(d)]

⁴ The parties agreed to include NCAA Bylaw 19.9.4-(e), "Implementation of a system of methods designed to ensure compliance," as a mitigator in this case. However, the hearing panel did not accept the proposed mitigator and it is not included in the decision.

(4) Exemplary cooperation. [NCAA Bylaw 19.9.4-(f)]

IV. REVIEW OF CASE

The SDR fully details the parties' positions in the infractions case and includes the agreed-upon primary facts, violations, violation levels and aggravating and mitigating factors. The parties agreed that representative 1 provided impermissible inducements and extra benefits to men's basketball student-athletes in the administration of an internship program. The institution also agreed that these violations established a failure to monitor its men's basketball program. Additionally, the parties agreed that representative 2 provided impermissible benefits to several men's basketball student-athletes and members of one student-athlete's family, including the provision of discounted lodging at an in-state resort. Finally, the parties agreed that representative 1 had multiple impermissible recruiting contacts with a prospective student-athlete and provided a scholastic coach with impermissible benefits. After reviewing the parties' principal factual agreements and respective explanations surrounding those agreements, the panel accepts the parties' SDR and concludes that the facts constituted Level I, Level II, and Level III violations. The institution violated NCAA Bylaws 11, 12, 13, 16 and Constitution article 2.

Representative 1's provision of impermissible inducements and extra benefits; and improper use of a student manager

Representative 1's conduct violated several NCAA rules, including bylaws 11, 12, 13 and 16. NCAA Article 11 governs the conduct and employment of athletics personnel. NCAA Bylaws 11.01.6 and 11.7.4 set forth the parameters in which a student manager may be used in an institution's athletics program and the limitations on the number of coaches and off-campus recruiters an institution is permitted to have. Among other things, the bylaws prohibit student managers from providing instruction to student-athletes or participating in countable athletically related activities and they must perform traditional managerial duties (e.g., equipment, laundry, hydration). These bylaws also restrict who may contact or evaluate prospective student-athletes off-campus. NCAA Bylaw 12.4.1 permits compensation to be paid to student-athletes only for work actually performed and at a rate commensurate with the going rate in that locality for similar services.

Next, NCAA Article 13 governs recruiting in athletics. NCAA Bylaws 13.2.1.1-(e), 13.2.1.1-(f), 13.2.1.1-(g) and 13.2.1.1-(h) specifically prohibit certain kinds of financial aid, benefits, and arrangements, including: cash or like items; any tangible items, including merchandise; free or reduced-cost services, rentals or purchases of any type; free or reduced-cost housing. NCAA Bylaw 13.11.1 prohibits member institutions from conducting tryouts with prospective student-athletes on-campus or off-campus.

Lastly, NCAA Article 16 governs awards, benefits and expenses for enrolled student-athletes. NCAA Bylaws 16.11.2.1, 16.11.2.2-(c) and 16.11.2.2-(d) generally prohibit student-athletes from receiving any extra benefits and specifically prohibit institutional employees or representatives of

an institution's athletics interests from providing an automobile or the use of an automobile and transportation, except as permitted by NCAA Bylaw 16.9.1.

In May 2013 and May 2014, representative 1 provided impermissible inducements and extra benefits to three then men's basketball student-athletes and one prospective student-athlete when he paid the student-athletes and prospect for work not performed for an internship through his out-of-state company. Representative 1 also arranged for the provision of, or personally provided, other impermissible inducements and benefits, including housing, cash, transportation, access to a local gym, iPads and meals. The aggregate value of representative 1's provision of impermissible inducements and extra benefits was \$10,436. Additionally, a men's basketball student manager led one men's basketball student-athlete and one men's basketball prospective student-athlete through daily workouts in violation of NCAA legislation. Moreover, the institution unduly relied on representative 1's inaccurate representations about the nature and validity of the internship he set up at his company site out-of-state without fully vetting the employment opportunity to ensure compliance with NCAA legislation.

However, the institution disclosed during the investigation that representative 1 made attempts to deceive its athletics compliance staff to avoid detection of the true nature of his "internship" program. One example includes representative 1 claiming during his interview with the enforcement staff and the institution that he changed the internship policy to accommodate the local transportation needs of the student-athletes but he did not reveal this "change" to the institution. Other examples of his efforts to deceive included him failing to mention that: (1) he had arranged gym access for the student-athletes; and (2) in addition to compensation for working 40 hours per week, the student-athletes would receive an iPad.

When representative 1 provided impermissible inducements and extra benefits to enrolled student-athletes and when the institution permitted a student manager to conduct off-campus workouts of enrolled and prospective student-athletes, it undermined the integrity of the NCAA Collegiate Model and provided or intended to provide a substantial or extensive impermissible benefit to student-athletes. The institution also violated NCAA Bylaws 11, 12, 13 and 16 as a result of representative 1's conduct. The panel concludes the impermissible inducement and extra benefits violations are Level I.

Representative 2's provision of impermissible benefits to men's basketball student-athletes; and a student manager's Provision of Impermissible Transportation

Representative 2's conduct also violated several NCAA rules, particularly provisions of NCAA Bylaw 16. As noted above, NCAA Article 16 governs awards, benefits and expenses for enrolled student-athletes. NCAA Bylaws 16.11.2.1, 16.11.2.2-(c) and 16.11.2.2-(d) generally prohibit student-athletes from receiving any extra benefits and specifically prohibit institutional employees or representatives of an institution's athletics interests from providing an automobile or the use of an automobile and transportation, except as permitted by NCAA Bylaw 16.9.1.

The parties agreed that between July 2011 and July 2014, representative 2 provided impermissible benefits to 11 enrolled men's basketball student-athletes and three members of one student-athlete's family. Representative 2 was the general manager of a popular in-state resort where he provided the men's basketball student-athletes with discounted lodging and free meals to three members of one student-athlete's family not otherwise available to the general public over a period of three years. Moreover, representative 2 arranged for several men's basketball players to accompany his wife on a two-hour boat ride at no cost. The impermissible benefits totaled \$966. Additionally, a men's basketball student manager provided impermissible transportation to three men's basketball student-athletes from the institution's campus to the in-state resort. Over the years, representative 2 had developed a cordial relationship with prior head men's basketball coaches at the institution who often vacationed or stayed at the resort for events.

Although he knew he could not provide student-athletes and their families with free lodging, representative 2 mistakenly believed that could provide student-athletes and their families with discounted lodging because it was an established rate available for him to award. Representative 2 also acknowledged that he provided the discounted lodging to the men's basketball student-athletes due to their relationship with him and that the discounted rate was not available to the general public. Representative 2 fully cooperated with the investigation, was forthcoming about his conduct and provided key documentation that proved helpful in the investigation. The resulting violations could have been avoided by consulting with the institution's athletics compliance staff about the permissibility of providing such discounts to student-athletes.

When representative 2 provided extra benefits in the form of lodging discounts to enrolled student-athletes and free meals to three members of one student-athlete's family, the institution must own that conduct. The impermissible extra benefits provided or was intended to provide a more than a minimal but less than a substantial impermissible benefit to student-athletes. As a result of representative 2's conduct and the student manager's provision of transportation, the institution violated NCAA Bylaws 16.11.2.1, 16.11.2.2, and 16.11.2.2-(d). The panel concludes these violations are Level II.

The institution's failure to monitor

NCAA Constitution 2.8.1 requires all member institutions to monitor the administrations of their athletics programs, including the activities of representatives of an institution's athletics interests. The institution did not fully implement its established compliance system when its athletics compliance staff and former men's basketball staff failed to gather follow-up information and documentation regarding the internships when they were completed. As a result, the institution failed to monitor its men's basketball program.

These violations occurred over the course of two calendar years and went largely undetected by the institution. While the institution had some compliance policies and procedures in place, it did not fully vet the internships being offered by representative 1 and his company. Representatives of an institution's athletics interests, while an integral and important constituency of intercollegiate athletics, can have an adverse impact on their institutions by failing to adhere to NCAA legislation

designed to ensure the eligibility of student-athletes and prospective student-athletes and protect the integrity of the administration of intercollegiate athletics. Institutions should take extra precautions when utilizing representatives in any aspect of their athletics programs, including the provision of internship opportunities, whether in-state, out-of-state or international. Indeed, the more unique the internship opportunity the higher the level of scrutiny that should be applied to ensure compliance with institutional, conference, and NCAA rules.

When the institution did not fully vet representative 1's internship opportunity and did not obtain follow-up documentation from his company regarding the internships, the institution failed to monitor its men's basketball program. When the institution failed to monitor its men's basketball program it violated NCAA Constitution 2.8.1. The panel concludes that the institution's failure to monitor violation is Level II because it was a significant breach of conduct.

Representative 1's impermissible recruiting contacts and provision of impermissible benefits to a nonscholastic coach

Representative 1's conduct violated several NCAA rules, including provisions of Bylaw 13. NCAA Bylaw 13.01.2 provides that institutional staff and representatives of an institution's athletics interests shall not recruit prospective student-athletes except as permitted by the NCAA, member conferences, and the institution. NCAA Bylaw 13.1.2.1 defines the general rule on permissible recruiters and provides that any in-person on-campus or off-campus recruiting of prospects shall be made only by authorized institutional staff members. This bylaw also provides that violations of this bylaw by representatives of the institution's athletics interests shall be considered institutional violations per Constitution 2.8.1. NCAA Bylaw 13.1.2.4-(a) details specific recruiting restrictions on athletics representatives, including telephone contact. NCAA Bylaw 13.1.2.5 defines who is authorized to initiate contact with or evaluate prospective student-athletes off-campus.

NCAA Bylaw 13.1.3.5.1 specifically prohibits representatives of an institution's athletics interests from making telephonic communications with prospective student-athletes or their families. NCAA Bylaw 13.2.1 generally prohibits institutional staff members and representatives of an institution's athletics interests from being involved in directly or indirectly providing financial aid or other benefits to prospects or their families. NCAA Bylaw 13.2.1.1 lists non-exhaustive specific prohibitions on the provision of financial aid or other benefits. NCAA Bylaw 13.8.1 specifically limits the permissible entertainment provided to a scholastic coach or any other individual responsible for directing or teaching a prospect to two complimentary admissions to a home athletics event.

The parties agreed that between 2012 and 2014, representative 1 had multiple impermissible recruiting contacts with a then men's basketball prospective student-athlete and provided a then nonscholastic basketball coach impermissible benefits and entertainment. Specifically, representative 1 accompanied the then associate head men's basketball coach to evaluate the prospective student-athlete during a private workout at the prospect's high school. Representative

1 also contacted the prospect via telephone twice during the 2013-14 academic year and once in person about the possibility of the prospect attending the institution.

Additionally, representative 1 paid for the dinner of a then nonscholastic basketball coach, an individual who was responsible for teaching or directing the prospect. The total value of the impermissible benefit to the nonscholastic coach was \$50.

When representative 1 impermissibly contacted the prospect and provided impermissible benefits to the nonscholastic coach, the institution must own that conduct. The impermissible contact was isolated in nature and provided or was intended to provide no more than a minimal recruiting advantage and provided no more than a minimal impermissible benefit. As a result of representative 1's conduct, the institution violated NCAA Bylaws 13.01.2, 13.1.2.1, 13.1.2.4, 13.1.2.4-(a), 13.1.2.5, 13.1.3.5.1, 13.2.1, 13.2.1.1 and 13.8.1. The panel concludes these violations are Level III.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel accepts the parties' agreed-upon factual basis and violations and concludes that this case involved Level I, Level II and Level III violations of NCAA legislation. The panel then determined the applicable penalty classification. Level I violations are severe breaches of conduct. Level II violations are significant breaches of conduct. Level III violations are breaches of conduct. The parties agreed that three aggravating factors and five mitigating factors were present in this case. However, while the parties proposed *NCAA Bylaw 19.9.4-(e) Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional control standards* as a mitigating factor, the panel does not agree. The institution's compliance program did not detect the most serious of the violations in this case involving the out-of-state alleged internship program administered by a representative of the institution's athletics interests. The improvements and enhancements made to that system since the discovery of the violations should have been in place previously if this was to be considered mitigation. Conversely, it is noteworthy that the enforcement staff supported and the panel accepts the mitigator of exemplary cooperation for the institution. The enforcement staff noted the collaboration, actions and quest for the truth by the institution was evident throughout the investigation and its cooperation went above and beyond the expectations embodied within the cooperative principle. Thus, the panel determines that only four of the proposed mitigators apply in this case. However, after determining the appropriate aggravating and mitigating factors, the panel still classifies this case as Level – I Mitigated.

Because the violations in this case predominated after October 30, 2012, the panel determined that penalties should be prescribed pursuant to the new penalty structure under present NCAA Bylaw 19.9. These penalties are independent of and supplemental to any action that has been or may be taken by the Committee on Academic Performance through its assessment of contemporaneous, historical or other penalties.

The institution's corrective actions are contained in the Appendix. The panel adopts the institution's self-imposed penalties, which are included below, and prescribes the following additional penalties pursuant to NCAA Bylaw 19-1:

Core Penalties for Level I – Mitigated Violations by the Institution (NCAA Bylaw 19.9.5)

1. Probation: Pursuant to NCAA Bylaw 19.9.5, the panel prescribes a one-year probationary period from August 2, 2016, to August 1, 2017.⁵
2. Financial penalty: The institution shall pay a \$5,000 fine.⁶ (Institution imposed).
3. Competition penalty: A one-year postseason ban in men's basketball for the 2015-16 season, including the Southeastern Conference Tournament. (Institution imposed).
4. Scholarship reductions: The institution will reduce scholarships during the 2015-16 academic year and reduce scholarships in either the 2016-17 academic year or the 2017-18 academic year (or the first opportunity to reduce based on academic demographics of the team) as follows: (Institution imposed)
 - Men's basketball: reduce by one. (The current men's basketball head coach will be allowed to decide in which year the additional scholarship reduction will be taken)
5. Recruiting restrictions:
 - a. The institution shall reduce the number of recruiting person days in men's basketball by five in the 2014-15 and 2015-16 seasons. (Institution imposed);
 - b. The institution is prohibited from telephonic recruiting communications with prospective student-athletes for a total of six weeks during the 2016-17 academic year and shall be fulfilled by the end of the 2016-17 academic year. (Institution imposed)
 - c. Withheld the then-associate head men's basketball coach from off-campus recruiting activities from December 12, 2014, to March 31, 2015, approximately fifteen weeks, when his employment with the institution ended. (Institution imposed)
6. During the period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct the coaches, the faculty athletics representative, all athletics

⁵ Probationary periods always commence with the release of the infractions decision. Pursuant to NCAA Bylaws 19.3.6-(e) and 19.9.5.7 and COI Internal Operating Procedure 2-1-1, the committee tethers probationary periods to the prescribed penalties.

⁶ The institution indicated that it will also face a substantial financial penalty from the SEC, pursuant to SEC rule 31.24. The conference financial penalty is separate and distinct from the fine prescribed by the hearing panel in this case.

department personnel and all institution staff members with responsibility for the implementation and adherence to NCAA legislation on impermissible inducements, extra benefits, and representatives of the institution's athletics interests;

- b. Submit a preliminary report to the Office of the Committees on Infractions by September 30, 2016, setting forth a schedule for establishing this compliance and educational program;
- c. File with the Office of the Committees on Infractions annual compliance reports indicating the progress made with this program by June 15, 2017. Particular emphasis shall be placed on rules education for the institution's men's basketball and athletics compliance staff and education regarding NCAA legislation on impermissible inducements, extra benefits, and representatives of the institution's athletics interests. The report must also include documentation of the institution's compliance with the penalties adopted and prescribed by the panel and imposed by the institution;
- d. Inform in writing prospective student-athletes in men's basketball that the institution is on probation for one year and detail the violations committed. If a prospective student-athlete 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 prospective student-athlete signs a National Letter of Intent; and
- 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 report located on the athletic department's main or "landing" webpage and in the media guides for the involved sports. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the infractions case; and (iii) provide a clear indication of what happened in the infractions case. A statement that refers only to the probationary period with nothing more is not sufficient.

Additional Penalties for Level I – Mitigated Violations by the Institution (NCAA Bylaw 19.9.7)

7. Public reprimand and censure;
8. The institution vacated all wins in which student-athletes competed while ineligible during the 2013-14 men's basketball season, including any postseason competition. (Institution imposed) The panel accepts and adopts the institution's vacation of wins in which student-athletes competed while ineligible during the 2013-14 men's basketball season. Further, if any of the student-athletes competed in NCAA Championships at any time they were ineligible, the institution's participation in the championship shall be vacated. The individual records of the student-athletes shall also be vacated. Further, the institution's records regarding men's basketball, as well as the record of the head coaches will reflect the vacated records and will

be recorded in all publications in which athletics records and will be recorded in all publications in which athletics 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 which may subsequently hire the affected head coaches shall similarly reflect the vacated wins in their career records documented in media guides and other publication cited above. Head coaches with vacated wins on their records may not count the vacated wins to attain specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to these vacated contests shall be removed from athletics department stationery, banners displayed in public areas and any other forum in which they may appear.

To ensure that all institutional and student-athlete vacations, statistics and records are accurately reflected in official NCAA publication and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics staff 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 staff a written report detailing those discussions. This document will be maintained in the permanent files of the NCAA media coordination and statistics department. This written report must be delivered to the NCAA media coordination and statistics staff no later than 45 days following the initial infractions decision release or, if the vacation penalty is appealed, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the Office of the Committees on Infractions at the same time.

9. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the committee affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
10. Representative 1 was permanently disassociated by the institution as a corrective action for his role in Violation No. 1. (Institution imposed) Pursuant to NCAA Bylaw 19.9.7-(i) the panel further prescribes the following provisions during the disassociation period:
 - a. The institution shall not allow representative 1 to participate in any organization recognized by the institution as a supporter of the institution's athletics program;
 - b. The institution shall not allow representative 1 to provide benefits (including employment) to any prospective or enrolled student-athletes;
 - c. The institution shall not allow representative 1 to make any financial or gift-in-kind contribution for support of the institution's athletics programs; and
 - d. The institution shall not allow representative 1 to receive any privilege associated with the institution's athletics program that is not available to the general public.

11. Representative 2 and his wife were disassociated by the institution as a corrective action for their roles in Violation No. 2. (Institution imposed) Pursuant to NCAA Bylaw 19.9.7-(i) the panel further prescribes the following provisions during their two-year disassociation period:
 - a. The institution shall not allow representative 2 and his wife to participate in any organization recognized by the institution as supporters of the institution's athletics program;
 - b. The institution shall not allow representative 2 and his wife to provide benefits (including employment) to any prospective or enrolled student-athletes;
 - c. The institution shall not allow representative 2 and his wife to make any financial or gift-in-kind contribution for support of the institution's athletics programs; and
 - d. The institution shall not allow representative 2 and his wife to receive any privilege associated with the institution's athletics program that is not available to the general public.

 12. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the committee affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
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The Committee on Infractions advises the institution that it should take every precaution to ensure that it observes the terms of the penalties. The committee will monitor the penalties during their effective periods. Any action by the institution contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending the institution's probationary period, prescribing more severe penalties or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Michael F. Adams

Greg Christopher

Melissa Conboy, chief hearing officer

Jack Ford

Alberto R. Gonzales

Joseph Novak

David Roberts

APPENDIX

**THE INSTITUTION'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE FEBRUARY
9, 2016, SUMMARY DISPOSITION REPORT.**

1. Disassociated representative 1 and his company from further involvement with the university's athletics.
2. Disassociated representative 2 and his wife from involvement with the university's athletics for a two-year period.
3. Declared student-athletes 1, 9, 10 and 12 ineligible as a result of their involvement in violations in this case, and did not allow them to resume competition until they had fulfilled student-athlete reinstatement withholding and/or restitution requirements.
4. Current coaching staff prohibits men's basketball student-athletes from visiting the in-state resort.
5. The athletics department will only approve internship opportunities for men's basketball student athletes within the state of Missouri.